CITY OF PORTLAND, MAINE RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 04/26/17

LEASE

THIS LEASE, made this 26th of October, 2016, ("Effective Date") by and between **NDA 164 MIDDLE ST LLC**, a Maine liability company, having its office at 405 Cochituate Road, Framingham, Massachusetts 01701 (herein "Landlord"), and **WILLIAMS-SONOMA STORES, INC.**, a California corporation, having its office at 3250 Van Ness Avenue, San Francisco, California 94109 (herein "Tenant").

WITNESSETH:

ARTICLE 1

Premises

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and on the conditions hereinafter provided, approximately nine thousand (9,000) square feet of ground floor retail area (the "Retail Space"), together with three thousand (3,000) square feet of basement storage space (the "Basement Space"), located in the building situated at 164 Middle Street, Portland, Maine, each as outlined on the building plan attached hereto and by this reference made a part hereof as Exhibit A.

The Retail Space and the Basement Space herein leased to Tenant are hereinafter collectively called the "Premises" and the building structure in which such Premises are located is hereinafter called the "Building".

The Premises are leased to Tenant together with the right in Tenant and all persons claiming under it, and Tenant's customers, employees and invitees, to use, in common with others to the extent same are entitled thereto, (i) the common areas of the Building and (ii) such rights, easements and privileges as may be granted to Tenant in this lease.

Notwithstanding anything to the contrary in this Lease, neither party has any right to remeasure the square footage of the Building, the Retail Space or the Basement Space. Landlord and Tenant agree that the Building is conclusively deemed to contain 17,000 square feet, the Retail Space is conclusively deemed to contain 9,000 square feet and the Basement Space is conclusively deemed to contain 3,000 square feet.

ARTICLE 2

Use

Tenant shall initially open under the trade name "West Elm" and use the Premises for the sale of specialty merchandise which may include housewares, kitchenware, lifestyle furniture, furnishings and accessories, and incidental thereto product demonstrations and such other merchandise which may from time to time be sold in Tenant's similarly merchandised non-outlet stores or offered in Tenant's catalogue; provided however, in no event shall the Premises be used as or for the uses set forth on Exhibit B, in whole or in part. Except as expressly provided in this Lease, Tenant may not change its use and trade name without Landlord's consent, which consent may not be unreasonably withheld. If Landlord refuses to consent to a change in use and trade