

LEASE

THIS LEASE is made as of this 11th day of May, 2016, by and between SAVI REALTY, LLC, a Maine limited liability company with a place of business at 193 Middle Street, Street, Portland, Maine 04101 (the "Landlord") and JOSEPHINE HOPPE d/b/a O bag, an individual with an address at c/o Portafoglio Inc., 75 Middlesex Turnpike, Suite 1309, Burlington, Massachusetts 01803 (the "Tenant").

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

1. PREMISES LEASED. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the first floor of the building known as 191 Middle Street, Portland, Maine (the "Premises"). The Premises shall be deemed to contain 1,500 ± sf of leased space. The Premises includes the right to use the bathroom in the basement of the building, and, in common with others entitled thereto, any common areas and amenities necessary for access, use and enjoyment of the Premises, easements and other rights appurtenant thereto and all improvements therein. The building of which the Premises is a part, which includes 191 – 193 Middle Street (the "Building") shall be deemed to contain 25,000 square feet of rentable area.

2. TERM; RENEWAL. The initial term of this Lease shall commence on July 1, 2016 (the "Commencement Date") and shall end on June 30, 2019 (the "Termination Date"). The term "Lease Year" as used in this Lease shall mean the period of twelve (12) calendar months, with the first Lease Year commencing on the Commencement Date, provided that if the Commencement Date is a date other than the first of the month, the first Lease Year shall commence on the Commencement Date and end on the last day of the calendar month that includes the one year anniversary of the Commencement Date, and each subsequent Lease Year shall commence on the day following the end of the preceding Lease Year.

Provided that Tenant is not then (meaning at the time the notice described below is given) in default beyond any applicable cure period, and provided Tenant gives written notice to Landlord of Tenant's intent to renew this Lease at least six (6) months prior to the expiration of the initial term or the first renewal term of this Lease, as applicable, the term of this Lease shall renew for two (2) five (5) year periods (each, a "Renewal Term", and collectively, the "Renewal Terms"), commencing immediately after the end of the initial term or the first Renewal Term, as the case may be. The Renewal Terms shall be on the same terms and conditions as this Lease, except that there shall be no further

into a lease with another tenant or permit any other new tenant or new subtenant of the Building that has as its primary business the sale of women's handbags and other women's fashion accessories (which shall not include the sale of clothing). Current tenants of the Building are specifically excluded from this exclusivity clause.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written

SAVI REALTY, LLC

[Signature] 5-18-16
Witness

By: [Signature]
Allan Lubos, Member 05/18/16

[Signature]
Witness

[Signature]
Josephine Hoppe