

Certificate of Flame Resistance



REGISTERED APPLICATION CONCERN No.

FA-36801

ISSUED BY

Glen Raven Mills, Inc.
1831 N. Park Avenue
Glen Raven, NC 27217

(Phone) 910/227-6211 (Fax) 910/229-4039

Date treated or manufactured
2005

This is to certify that the materials described on the reverse side hereof have been flame-

retardant treated (or are inherently nonflammable).

ADDRESS MANE 207 CAVALRY
PARMA ILE 07103
STATE _____

Certification is hereby made that: (Check "a" or "b")

(a) The articles described on the reverse side of this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used _____
Chem. Reg. No. _____
Method of application _____

(b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric or material used FR Sunbrella® Reg. No. FA-36801

The Flame Retardant Process Used will not **Be Removed By Washing** (will or will not)

Name of Applicator or Production Superintendent

Glen Raven Mills, Inc.

By

David A. [Signature]
GLEN RAVEN MILLS, INC.
DIV. MGR.

Title



CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

| | |
|---------------------------|---|
| Policyholder | MICHELLE WHEATON & YVONNE PIAWLOCK DBA ENVY |
| Address of policyholder | 255 CONGRESS STREET, PORTLAND, ME 04102 |
| Location of operations | 255 CONGRESS STREET, PORTLAND, ME 04102 |
| Description of operations | BEAUTY SALON |

| POLICY NUMBER | TYPE OF INSURANCE | POLICY PERIOD Effective Date : Expiration Date | LIMITS OF LIABILITY (at beginning of policy period) |
|---------------------------------|---|---|---|
| TBA This insurance includes: | Comprehensive Business Liability <input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Personal injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> BUSINESS LIABILITY <input type="checkbox"/> MEDICAL \$10,000 | 12/22/05 : 12/22/06 | BODILY INJURY AND PROPERTY DAMAGE Each Occurrence \$2,000,000 General Aggregate \$4,000,000 Products - Completed \$ |
| | EXCESS LIABILITY <input type="checkbox"/> Umbrella <input type="checkbox"/> Other | Effective Date : Expiration Date | --- (Combined Single Limit) Each Occurrence \$ Aggregate \$ |
| | Workers' Compensation and Employers Liability | POLICY PERIOD Effective Date : Expiration Date | Part I - Workers Compensation - Statutory Part II - Employers Liability Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$ |
| POLICY NUMBER | TYPE OF INSURANCE | POLICY PERIOD Effective Date : Expiration Date | LIMITS OF LIABILITY (at beginning of policy period) |
| BUSINESS | PERS PROPERTY | 12/22/05 : 12/22/06 | \$20,000 |
| COSMETOLOGISTS | PROF LIABILITY | 12/22/05 : 12/22/06 | 2,000,000 |
| EXTERIOR SIGNS | EXTERIOR SIGNS | 12/22/05 : 12/22/06 | 3,5000 |

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 20 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative
STATE FARM INS AGENT

Title HEIKKINEN INSURANCE AGENCY Date

Agent Name
Telephone Number 207-781-5113

Agent's Code Stamp
Agent Code 19-1062
AFO Code F874

C O M M E R C I A L L E A S E

THIS LEASE AGREEMENT is made this 15, day of January 15, 2006 by and between **PORTLAND ARCHITECTURAL SALVAGE, INC.** ("Landlord"), a Maine corporation with a mailing address of 919 Congress Street, Portland, Maine 04101, and **Michele Wheaton** and **Yvonne Piawlock** a Maine LLC. with a mailing address of 123 Penn. Ave. 04103

1. **LEASED PREMISES:** Landlord leases to Tenant the following described premises
(the "Leased Premises"): Retail space bearing the street address of 255 Congress Street, Portland, Cumberland County, Maine, consisting of approximately 1054 square feet of space on the first floor and (1054) square feet of space in the basement. The real property on which the Leased Premises are located is owned by Landlord by virtue of two deeds to Portland Architectural Salvage, one from Philip H. Levinsky, Trustee of the Jacob N. Levinsky Trust and the other from Philip H. Levinsky, Personal Representative of the Estate of Goldie Levinsky, both dated June 11, 1996 and recorded in the Cumberland County Registry of Deeds in Book 12583, Pages 177 and 180, respectively.

2. **COMMENCEMENT AND TERM:** The term of this lease shall begin on Jan. 15,, 2006 (the "Commencement Date") and shall continue for a period of one (1) year until Jan 15, 07 unless renewed or earlier terminated as provided in this Lease.

3. **RENT:** Tenant covenants and agrees to pay to Landlord during the term of this Lease total rent of Thirteen Thousand Two Hundred Dollars and No Cents (\$15,600), in equal monthly installments of One Thousand Three Hundred and no cents (\$1,300.00) without holdback or ~~setoff~~, in advance on the first day of each month during the lease term.

If Tenant fails to pay rent when due, Tenant shall pay to Landlord without demand a late fee of five percent (5.0%) of the overdue amount if such amount remains unpaid fifteen (15) days after the due date.

5. **SECURITY DEPOSIT:** A security deposit in the amount of **One Thousand Three Hundred Dollars and no cents 1300.00** was paid by Tenant to Landlord on Dec23, 2005 The Security Deposit is in addition to rental payments and shall not be substituted by the Tenant for unpaid rent. The Landlord shall hold the Security Deposit until the end of the lease term, when the Security Deposit may be used by the Landlord to repair damage to the Leased Premises and for the actual costs of unpaid rent and storage and disposal of property abandoned by the Tenant at the Leased Premises. The Security Deposit shall not be used to pay for routine cleaning or painting made necessary by normal wear and tear. The Landlord shall return the entire Security Deposit to the Tenant at the end of the tenancy if

- (a) The Leased Premises are good condition except for normal wear and tear;
- (b) The Leased Premises are **free** of damage not caused by the Tenant, its invitees, agents, guests, servants, employees and licensees, and

(c) The Tenant has not caused the Landlord expenses for storage and disposal of abandoned property.

If Landlord deducts money from the Security Deposit, the Landlord shall provide Tenant with a list of the expenses for which the Tenant is being charged and return the balance of the Security Deposit. The Landlord shall return the Security Deposit, or the remaining balance, to the Tenant no more than thirty (30) days after the tenancy ends.

6. **RENEWAL OPTION:** Tenant shall have the right, at the expiration of the original term, to renew this Lease for two (2) consecutive renewal terms of one (1) year each. If Tenant intends to exercise its right to either or both such renewal terms, it shall provide Landlord written notice of its intention to renew no less than one (1) month prior to the end of the original or first renewal term of this Lease. Upon the giving of such notice and without any further instrument, lease or agreement, this Lease shall be so renewed, provided, however, that Tenant's renewal notice shall terminate and be of no effect if Tenant is in default of its obligations under this Lease either at the time Tenant exercises its renewal option or at the end of the original or first renewal term of this Lease. The terms and conditions of such renewal term shall be the same as the terms and conditions of the original term, including the monthly rent.

7. **HOLDOVER:** If Tenant continues to occupy the Leased Premises at the completion of the lease term and or/renewal terms as set forth herein, then at Landlord's option such continued occupancy shall be deemed a tenancy-at-will under the terms and conditions stated herein. In such an event, Tenant shall pay to Landlord rent at a rate equal to the rate of rent payable immediately prior to termination of the lease and/or renewal term until Tenant shall vacate the Leased Premises.

8. **INSURANCE:**

(a) Landlord's Obligations:

(i) Landlord agrees to maintain during the lease term a policy of insurance insuring the Leased Premises against loss or damage by fire and other perils under extended coverage, in a reasonable amount with such insurance companies as Landlord may choose.

(ii) Landlord shall maintain with respect to the Buildings a general comprehensive public liability insurance policy in a reasonable amount with such insurance companies as Landlord may choose.

(b) Tenant's Obligations:

(i) Tenant shall be responsible to insure its property that is kept on the leased premises. Included in tenants insurance is glass coverage.

(ii) Tenant further agrees to maintain in force during the term of this Lease a policy of public liability and property damage insurance under which Landlord and

Tenant are named as insureds, in an amount acceptable to Landlord with such insurance companies as Tenant may choose.

9. INDEMNIFICATION AND LIABILITY INSURANCE: Tenant agrees to indemnify and hold Landlord harmless from and against **all** liabilities, injuries, claims, losses, or damages to persons, including but not limited to other tenants on the Leased Premises, or property occurring or arising on or about the Leased Premises, during the lease term, which liabilities, losses, or damages arise as a result of Tenant's use, misuse or occupation of the Leased Premises or any part thereof, except to the extent that said liabilities, losses or damages are the result of negligence of Landlord, its agents or employees.

10. UTILITIES: During the lease term, Landlord shall pay all costs associated with snowplowing of Tenant's parking spaces. All snow on side and front of building over 4 inches is landlords responsibility. Tenant shall pay for electricity and telecommunications services provided to the leased premises. Tenant also shall be responsible to pay the costs of heating the leased premises.

Due to the nature of business water and sewer will be billed every 3 months per usage.
Cap 100.00

11. REPAIR AND MAINTENANCE:

(a) Tenant agrees that from and after the date that possession of the Leased Premises is delivered to Tenant, and until the end of the lease term, it will keep the Leased Premises neat and clean and maintain the Leased Premises in good order, condition and repair, and in compliance with all federal, state and local statutes, ordinances, rules and regulations currently in effect or hereinafter enacted.

(b) Landlord shall be responsible to maintain in good condition and make necessary repairs to all structural elements of the Leased Premises, interior and exterior, as well as the electrical, heating and plumbing systems of the Leased Premises. Such maintenance and repairs shall be Landlord's sole responsibility and performed at Landlord's sole expense.

(c) Tenant shall be responsible for and perform at its sole expense all repairs necessitated by the actions of Tenant, its invitees, agents, guests, servants, employees and licensees, as well as maintenance and repairs of the interior of the Leased Premises other than the structural and building systems repairs and maintenance that are the Landlord's responsibility, as set forth in paragraph (b) above.

12. ALTERATIONS, RENOVATIONS AND IMPROVEMENTS: Tenant shall have the right, upon written consent of Landlord, which consent shall not be unreasonably withheld, to make such alterations, renovations and improvements to the Leased Premises as are necessary or desirable for Tenant's use of the Leased Premises as authorized herein, provided, however, that Tenant shall perform such alterations, renovations and improvements in a good, workmanlike and reasonable manner in compliance with **all** applicable codes, laws, ordinances and regulations. At the expiration of the lease term, at Landlord's option, all alterations, renovations and improvements other than those items

which constitute fixtures and which are removed by Tenant in accordance with paragraph 13 herein, shall either (a) be removed by Tenant, with the Leased Premises restored to the condition prior to installation, or (b) automatically become the property of Landlord without payment or other reimbursement therefor by Landlord to Tenant.

13. FIXTURES: All fixtures erected on and/or attached to the Leased Premises by Tenant may be removed by Tenant at the termination of this Lease, provided:

(a) Tenant shall not then be in default in the performance of any of its obligations under this Lease:

(b) Tenant shall promptly repair any damage caused by such removal, and

(c) such removal and any necessary repairs are made prior to expiration of the lease term.

14. SUBLETTING AND ASSIGNMENT: Tenant shall not be entitled to assign this Lease or to sublet the Leased Premises or any portion thereof without the prior written consent of Landlord.

15. PARKING: Included in this Lease are the sole and exclusive right to the use of two (2) parking spaces behind the building that houses the Leased Premises.

16. SIGN: Tenant agrees to recycle the existing sign that is on the façade of the leased premises by painting over the existing information with the name of Tenant's business.

17. USE AND BUSINESS OPERATION: Tenant agrees to use and occupy the Leased Premises for its business, which involves providing support services to senior citizens and their families and the retail sale of related products. Such permitted use shall include use of the Leased Premises for office, retail and storage space, and for no other object or purpose without the written consent of Landlord. Tenant further agrees not to use the Leased Premises for any purpose deemed extra hazardous or not covered by insurance in force, without the written consent of Landlord. Tenant shall have access to the building **24** hours per day.

18. RULES AND REGULATIONS: Tenant agrees at all times to comply and abide by, and to cause Tenant's invitees, agents, guests, servants, employees and licensees to comply and abide by any reasonable rules and regulations adopted by Landlord and provided to Tenant, which rules and regulations shall be construed as a part of this Lease.

19. PERMITS AND LICENSES; COMPLIANCE WITH LAWS: Tenant agrees to maintain in **full** force and effect, during the lease term, at its cost and expense, any and all federal, state and local permits, licenses and registrations that are necessary for the lawful use of the Leased Premises by Tenant. Tenant further agrees at its expense to abide by and comply with all federal, state and local statutes, ordinances, rules and regulations applicable to Tenant's use of the Leased Premises.

20. **SUBORDINATION:** Tenant agrees at the request of Landlord to subordinate this Lease to any mortgage hereafter placed upon the Premises by Landlord, provided that such mortgagee agrees to enter into a nondisturbance agreement, and, if required by the mortgagee, Tenant shall **agree** not to prepay rent more than ten (10) days in advance, to provide said mortgagee with notice of and reasonable opportunity to cure any defaults by Landlord, not to assert any claim or setoff against such mortgagee for the default of Landlord, and not to amend, modify or cancel this Lease without mortgagee's written consent. In the event of acquisition of title to the Buildings or any portion thereof by the holder of any such mortgage or any other person through foreclosure proceedings or otherwise, Tenant agrees to recognize such holder or any other person acquiring title to the Premises **as** having the rights of the Landlord and to attorn to said holder or other person if requested. Tenant and Landlord agree to execute and deliver any appropriate instruments necessary to carry out the foregoing provisions.

21. **TAXES:** Landlord agrees to pay all real estate taxes and assessments, by whomsoever levied or assessed, which may be levied or assessed on the Leased Premises. Tenant agrees to pay and all other taxes and assessments associated with Tenant's use of the Leased Premises.

22. **WAIVER OF SUBROGATION:** Insofar **as** and to the extent that such agreement may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine, Landlord and Tenant agree that with respect to any loss covered by insurance then carried by them, respectively, the party Carrying such insurance and suffering that loss releases the other party of and from any and **all** claims with respect to such loss; and they further agree that their respective insurance companies shall have no right of subrogation against one another on account of such agreement even though extra premiums may result therefrom. If an extra premium is payable by Tenant as a result of these provisions, Landlord shall not be liable to reimburse Tenant for any such extra premium.

23. **LANDLORD'S REMEDIES:** If Tenant defaults in the payment of any installment of rent when due and fails to cure such default within fifteen (15) days, or if Tenant defaults in the faithful performance of any other covenant to be performed by Tenant under this Lease and fails to cure such default within fifteen (15) days after Landlord has sent Tenant written notice of default, then Landlord may, at its sole election, enter the Premises and expel Tenant, and remove its effects, and/or notify Tenant that the term of this Lease has terminated, and in either case the term hereof shall terminate upon such entry or the giving of such notice, whichever **shall** first occur, and Tenant shall thereupon quit and surrender the Premises to Landlord. Landlord shall have the right to recover possession of the Premises in an action for forcible entry and detainer or otherwise with only such notices as are required by law.

24. **NO WAIVER:** No provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is in writing signed by the applicable party waiving its rights. The failure of Landlord or Tenant to seek redress for violation **of**, or to insist upon the strict performance of any covenant, condition or rule of this Lease, or, in the case of Landlord, failure to enforce any Rule or Regulation against Tenant or any other

tenant, shall not be deemed a waiver of such breach or prevent a subsequent act, which would have originally constituted a breach, from having the effect of any original breach. Landlord's receipt of rent with knowledge of a breach by Tenant of any term or condition of this Lease shall not be deemed a waiver of such breach.

25. NOTICES: All notices required to be given pursuant to this Lease, to be effective, shall be in writing and shall be delivered by hand or by certified mail, postage prepaid, return receipt requested, to the addresses listed in the first paragraph herein. Either party may, by giving notice in writing at the above-listed addresses, substitute persons or addresses other than those listed above to be used for future notices.

26. INVALIDITY OF PARTICULAR PROVISIONS: If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

27. GOVERNING LAW: This Lease shall be governed exclusively by the provisions hereof and by the laws in effect in the State of Maine as those laws may be amended from time to time.

28. INTERPRETATION: Whenever in this Lease provision is made for the doing of any act by any party, it is understood and agreed that said act shall be done by such party at its own cost and expense, unless a contrary intent is expressed.

29. ENTIRE AGREEMENT, **BINDING EFFECT**: All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof. All rights, obligations and liabilities contained herein given to, or imposed upon, Landlord and Tenant shall extend to and bind their respective administrators, trustees, receivers, legal representatives, successors, heirs and permitted assigns, and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

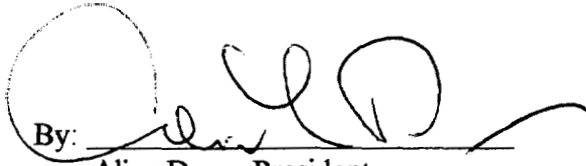
Landlord agrees to give first option on the space next door at 253 when the lease comes due in October 2006.

Landlord also agree to give first option on purchase of leased premises in the amount of 200,000.00 when the condo conversion is started.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as an instrument under seal as of the day and year first above-written.

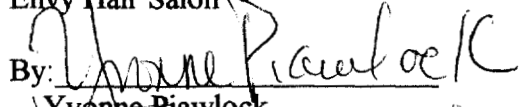
WITNESSES

Portland Architectural Salvage, Inc.
Landlord

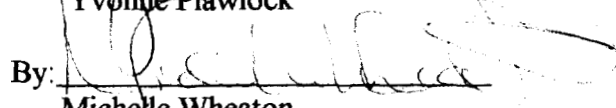
By: 

Alice Dunn, President

Envy Hair Salon

By: 

Yvonne Piawlock

By: 

Michelle Wheaton

Portland Architectural Salvage
919 Congress St.
Portland Maine 04101
1.207.780.0634
www.portlandsalvage.com

To whom it may concern, The tenants at 255 Congress St. Portland Maine have permission to hang the signage of their choice on the building. Thanks Alice Dunn

Alice Dunn Dec 22, 05



100-100000-1000