COUNTY OF HARNETT

This TEMPORARY LEASE AGREEMENT (this "Agreement"), is made this 12th day of 2020, between H. M.'s KIDS, INC., a North Carolina corporation, through its manager Riddle Commercial Properties, Inc., located at 4200 Morganton Road, Suite 150, Fayetteville, North Carolina 28314 ("Lessor") and AMERICAN PROMOTIONAL EVENTS, INC. - EAST D/B/A TNT FIREWORKS ("Lessee") whose address is 4511 Helton Dr, Florence, Alabama 35630.

WITNESSETH

- 1. "Lessor" hereby agrees to permit "Lessee" the right to use property of "Lessor" for over promotion and sell of fireworks, and for no other purpose. Lessee shall not have the right to sublease portions of the property to other vendors or users.
- 2. <u>Term of Agreement</u> The term of agreement shall be from December 23, 2020 through January 3, 2021, total of twelve (12) days.
- 3. <u>Taxes</u> "Lessor" shall pay all applicable taxes or assessments levied and assessed on the leased property during the term of the agreement. "Lessee" shall pay all taxes on any personal property stored in or on the leased property.
- 4. <u>Description</u> Use of property listed as located on 3035 NC Highway 87 South, located in Cameron, North Carolina. The subject is more particularly described on the Attached" Exhibit A" and outlined in red. Parking, all vehicles must park in the Cagle Furniture parking lot.
- 5. <u>Consideration</u> in advance for term of agreement.
- 6. <u>Indemnification</u> "Lessee" does hereby indemnify and save "Lessor" from any and all liabilities, damages, costs, and expenses as a result of any claim, action against it arising out of or in connection with "Lessee's" use of property. "Lessee" shall save "Lessor" harmless from and against any and all claims for injury to person or property damage resulting from or arising out of "Lessee's" use of the premises, the conduct of business or any act by "Lessee', "Lessee's" agents, employees or invitees.
- 7. <u>Hazardous Materials</u> "Lessee" shall not cause or permit any hazardous or toxic materials to be brought upon, kept or used in or about the Premises by "Lessee", it's agents, employees, contractors, or invitees: "provided, however, for the purposes of this Agreement the term "hazard or toxic material" shall not include UN 1.4G consumer fireworks or deregulated novelty items.".

PROHIBITION OF CONSUMER FIREWORKS. In the event that any federal, state or local statute, ordinance, regulation, or court holding is issued or passed that temporary or permanently prohibits the sale, use, storage or possession of 1.4G consumer fireworks or deregulated novelties at the property listed on **Exhibit A**, then the provisions of this Lease shall automatically become null and void.

- 8. Agreement Binding Upon Parties The terms, covenants, conditions, provisions and undertakings in this agreement shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto, as if they were in every case named and expressed and shall be construed as covenants running with the land, and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the heirs, personal representatives, successors, and assigns of such party, as if in each and every case so expressed.
- 9. <u>"Lessee"</u> shall obtain all permits and licenses required by local governmental authorities to operate its business herein. Lessee shall abide by all rules and regulations and ordinances in its business operations.
- 10. "Lessee" shall keep the premises free of debris, trash, etc., and shall be responsible for the disposal of such. Lessee's use of the property will not include loud music or noise and/or obnoxious odors to be emitted.
- 11. "Lessee" shall not permit the use of fireworks on the property.
- 12. "Lessee" shall not permit smoking within 25 feet of the fireworks or the tent that is erected to hold the fireworks.
- 13. "Lessor" has made no representations or promises with respect to the premises except as herein expressly set forth. The taking of possession of the premises by "Lessee" shall be conclusive evidence, as against "Lessee" that is accepts the same "As Is" and that the premises are suited for the use intended by "Lessee" and were in good and satisfactory condition at the time such possession was so taken.

INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

If all parties agree on the day and year first above written, signatures by all parties below will cause agreement to be fulfilled.

LESSOR:

H. M,'s KIDS, INC.

Hugh Michael Cagle

VP Sales

President

(Official Seal)

LESSEE:

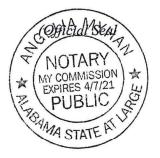
AMERICAN PROMOTIONAL EVENTS, INC. d/b/a TNT FIREWORKS

Name

Title

Attest:

BY: Angelia I llyhon
Angelia Myhan Name
Notan Title





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject his certificate does not confer rights t							require an endorsement. A s	atement on	
PRODUCER Lockton Companies						CONTACT NAME:				
3280 Peachtree Road NE, Suite #250					PHONE (A/C, No, Ext):			FAX (A/C, No):		
Atlanta GA 30305					E-MAIL ADDRE	•		(5/0, 10).	(2/0, 110).	
(404) 460-3600					INSURER(S) AFFORDING COVERAGE NAIC #					
					INSURER A: Everest Indemnity Insurance Company			10851		
INSURED American Promotional Events, Inc.					INSURER B:					
1359629 DBA TNT Fireworks, Inc.					INSURE					
	P.O. Box 1318				INSURE	RD:				
	4511 Helton Drive				INSURER E :					
Florence AL 35630					INSURER F:					
СО	VERAGES CER	TIFI	CATE	NUMBER: 1377944	6			REVISION NUMBER: XX	XXXXX	
IN C E	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY REFERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REMEI AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIES REDUCED BY I	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS	
INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	X COMMERCIAL GENERAL LIABILITY	Y	N	SI8GL00242-201		11/1/2020	11/1/2021		00,000	
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED \$ 500	0,000	
								MED EXP (Any one person) \$ 5,0	00	
								PERSONAL & ADV INJURY \$ 1,0	000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,0	000,000	
	POLICY PRO- X LOC								00,000	
	OTHER:			NOT A DDI ICA DI E				COMBINED SINGLE LIMIT & 373		
	AUTOMOBILE LIABILITY ANY AUTO			NOT APPLICABLE				(Ea accident)	XXXXXX	
	OWNED SCHEDULED								XXXXXX	
	AUTOS ONLY AUTOS NON-OWNED							DDODEDTY DAMAGE	XXXXXX	
	AUTOS ONLY AUTOS ONLY							(Per accident) $^{\phi}$ $^{\Lambda}$	XXXXXX XXXXXX	
	UMBRELLA LIAB OCCUP			NOT APPLICABLE						
	- OCCUR			NOTAFFLICABLE					XXXXXX XXXXXX	
	DED RETENTION\$								XXXXXX	
	WORKERS COMPENSATION			NOT APPLICABLE				PER OTH- STATUTE ER	AAAAA	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE								XXXXXX	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE \$ XX		
	If yes, describe under DESCRIPTION OF OPERATIONS below								XXXXXX	
ADI DAV	CRIPTION OF OPERATIONS / LOCATIONS / VEHICI DITIONAL INSURED: FNC3035; PROPER /IS CHAPEL UHC; Certificate holder is an a exclusions.	TY L	OCAT	ED AT CAGLE FURNITUR	E 3035	NC HWY 87 S	OUTH CAMI	ERON, NC 28326; TIMOTHY TUC	KER;	
						2411211				
CERTIFICATE HOLDER						CANCELLATION				
13779446 H.M.'s KIDS, INC. 3035 NC HIGHWAY 87 South CAMERON NC 28326						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
						AUTHORIZED REPRESENTATIVE				