


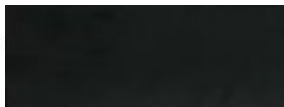

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF HARNETT

This LEASE AGREEMENT ("Agreement") is made this 22<sup>nd</sup> day of March 2021, 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 Drive, Florence, AL 35630.

**WITNESSETH**

1. "Lessor" hereby agrees to permit "Lessee" the right to use property of "Lessor" for 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. Term of Agreement and Rent Amount The term of agreement shall be for Five (5) years for the following Holidays and dates:
  - A. New Year Festivities – December 23<sup>rd</sup> through January 3<sup>rd</sup> – Rental Rate of 
  - B. Fourth of July - June 19<sup>th</sup> through July 5<sup>th</sup> – Rental Rate  year.
3. Taxes "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. Description 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. 
6. Indemnification "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. Termination Clause If the “Lessor” sells the property or decides to develop said property the “Lessee” shall be notified within Thirty (30) days of “Lessor” intent to sell or develop, and this lease will be null and void. Shall the lease become null and void the consideration paid hereunder shall be promptly refunded to “Lessee”.
8. Hazardous Materials “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 and the consideration paid hereunder shall be promptly refunded to “Lessee”. The prohibition described in this section shall be construed broadly so as to account for any code, decree, executive order, injunction, law, order, ordinance, regulation or rule amended, enacted, issued or modified by any governmental authority, whether at the federal, state or local level.

9. 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.
10. “Lessee” 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. In the event “Lessee” is unable obtain any license or permit required, “Lessee” may terminate this Agreement and receive a full refund of the consideration paid hereunder.
11. “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.
12. “Lessee” shall not permit the use of fireworks on the property.

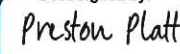
- 13. "Lessee" shall not permit smoking within 25 feet of the fireworks or the tent that is erected to hold the fireworks.
  
- 14. "Lessor" has made no representations or promises with respect to the premises except as herein expressly set forth. The taking of possession of the premises by "Lessee" shall be conclusive evidence, as against "Lessee" that it 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.

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**  
 President

*(Official Seal)*

**LESSEE:**  
**AMERICAN PROMOTIONAL**  
**EVENTS, INC. – EAST d/b/a TNT**  
**FIREWORKS**

**Attest:**  
 DocuSigned by:  
  
**BY:** \_\_\_\_\_  
 Preston Platt  
 \_\_\_\_\_  
 Name  
 VP - sales  
 \_\_\_\_\_  
 Title

DocuSigned by:  
  
 \_\_\_\_\_  
 Tracy Hughes  
 \_\_\_\_\_  
 Name  
 Director of Leasing Operations  
 \_\_\_\_\_  
 Title

*(Official Seal)*

**EXHIBIT A**

Site Plan:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2024

11/1/2023

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. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |                        |               |
|---|--|------------------------|---------------|
| <b>PRODUCER</b> Lockton Companies<br>3280 Peachtree Road NE, Suite #1000<br>Atlanta GA 30305<br>(404) 460-3600                                    | <b>CONTACT NAME:</b><br><b>PHONE (A/C. No. Ext):</b><br><b>E-MAIL ADDRESS:</b> | <b>FAX (A/C. No.):</b> |               |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>   |                        | <b>NAIC #</b> |
| <b>INSURED</b><br>1359629 American Promotional Events, Inc.<br>DBA TNT Fireworks, Inc.<br>P.O. Box 1318<br>4511 Helton Drive<br>Florence AL 35630 | <b>INSURER A:</b> Everest Indemnity Insurance Company                          |                        | 10851         |
|   | <b>INSURER B:</b>  |                        |               |
|   | <b>INSURER C:</b>  |                        |               |
|   | <b>INSURER D:</b>  |                        |               |
|   | <b>INSURER E:</b>  |                        |               |
|   | <b>INSURER F:</b>  |                        |               |

**COVERAGES**

CERTIFICATE NUMBER: 13779446

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | Y         | N        | SI8GL00242-231 | 11/1/2023               | 11/1/2024               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | NOT APPLICABLE |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |           |          | NOT APPLICABLE |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX<br>\$ XXXXXXXX  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | NOT APPLICABLE |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ XXXXXXXX<br>E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX<br>E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: FNC3035; PROPERTY LOCATED AT CAGLE FURNITURE 3035 NC HWY 87 SOUTH CAMERON, NC 28326; TIMOTHY TUCKER; DAVIS CHAPEL UHC; Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

**13779446**  
 H.M.'s KIDS, INC.  
 3035 NC HIGHWAY 87 South  
 CAMERON NC 28326

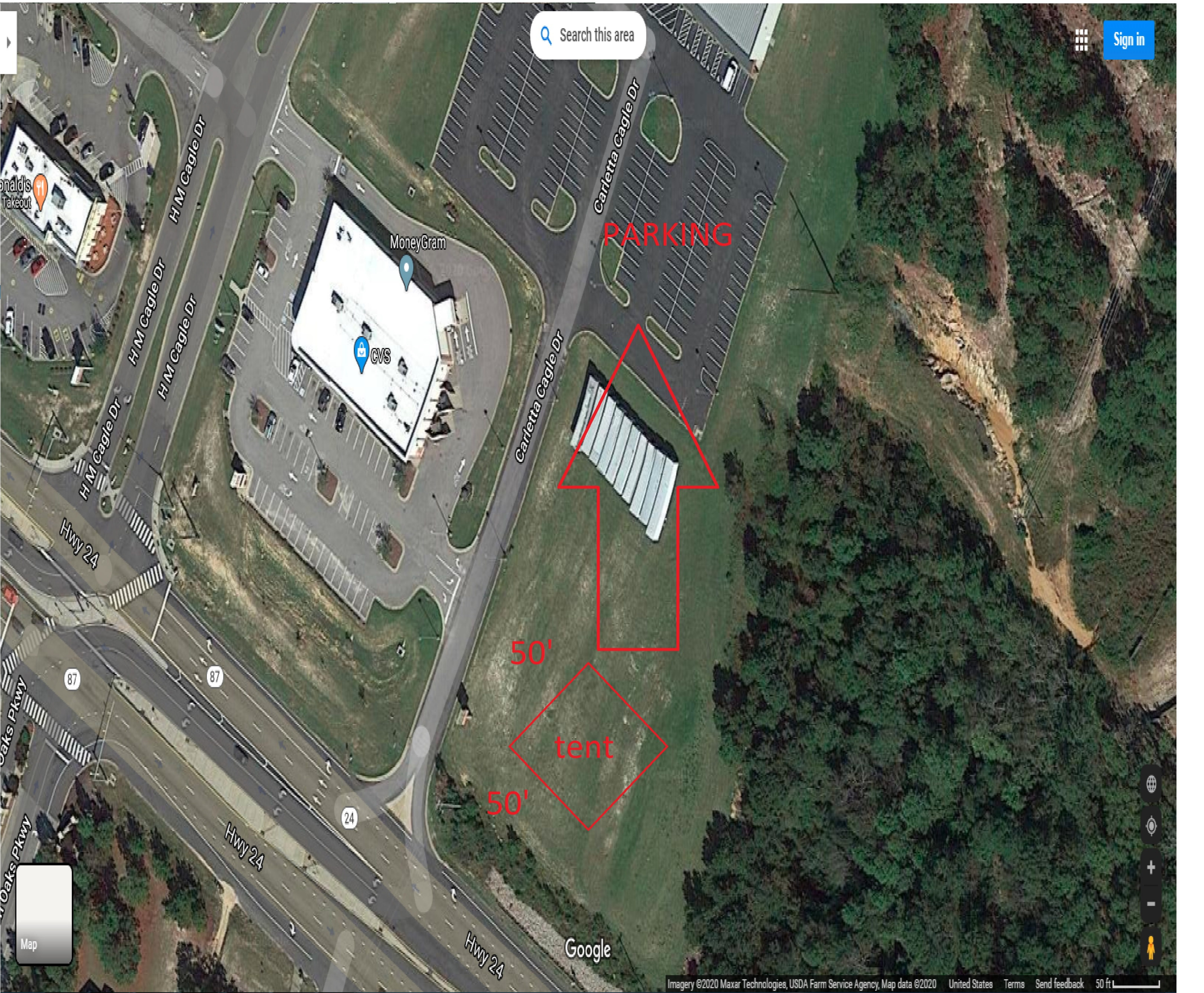
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Search this area

Sign in



PARKING

MoneyGram

CVS

50'

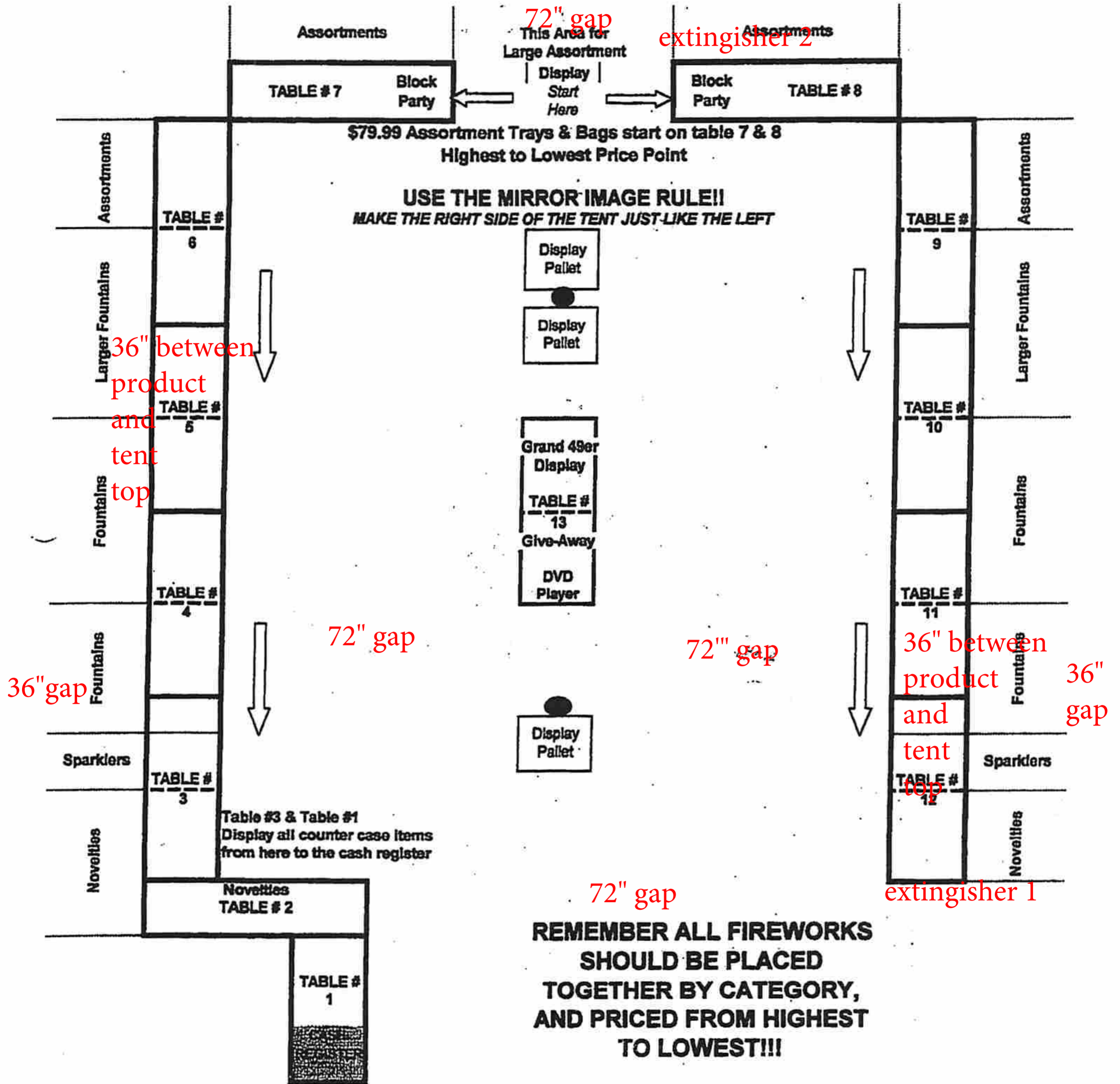
tent

50'

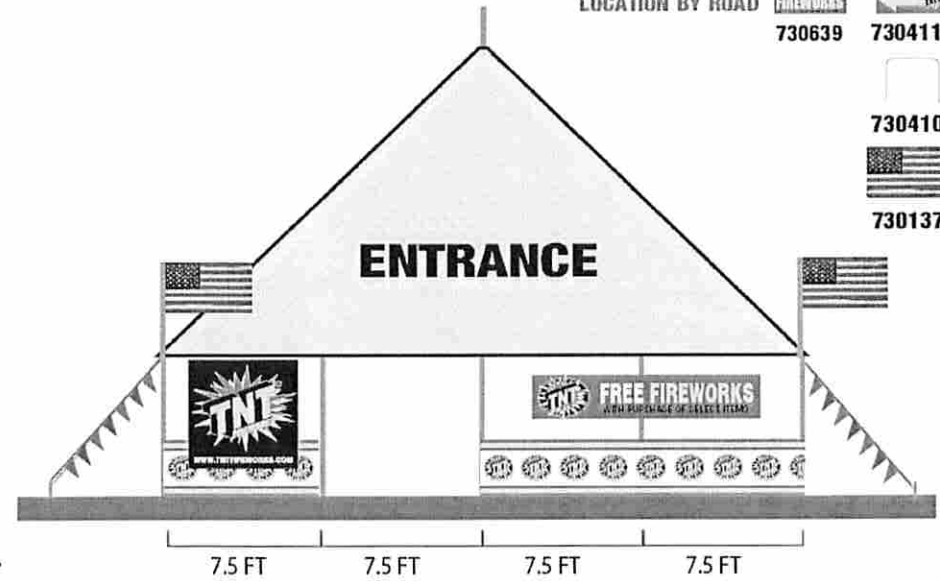
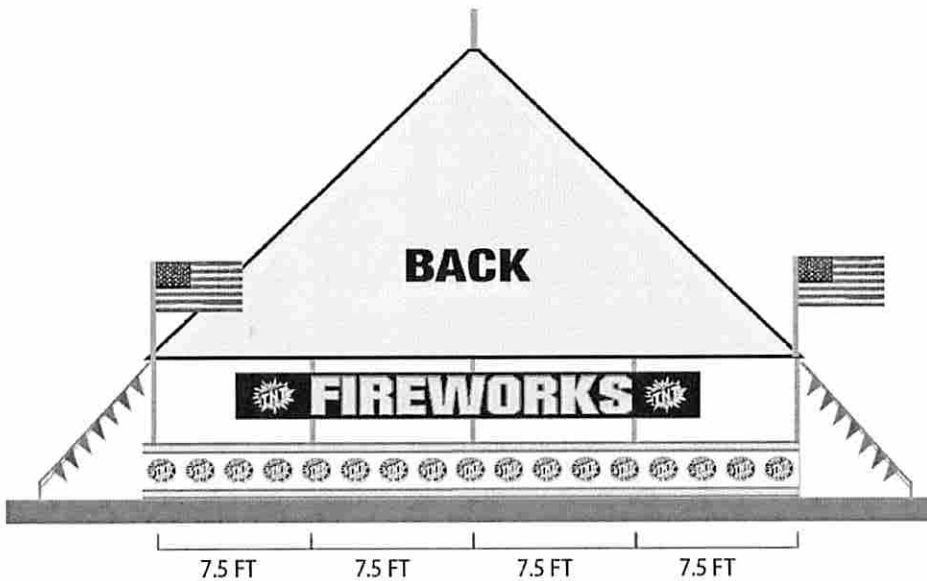
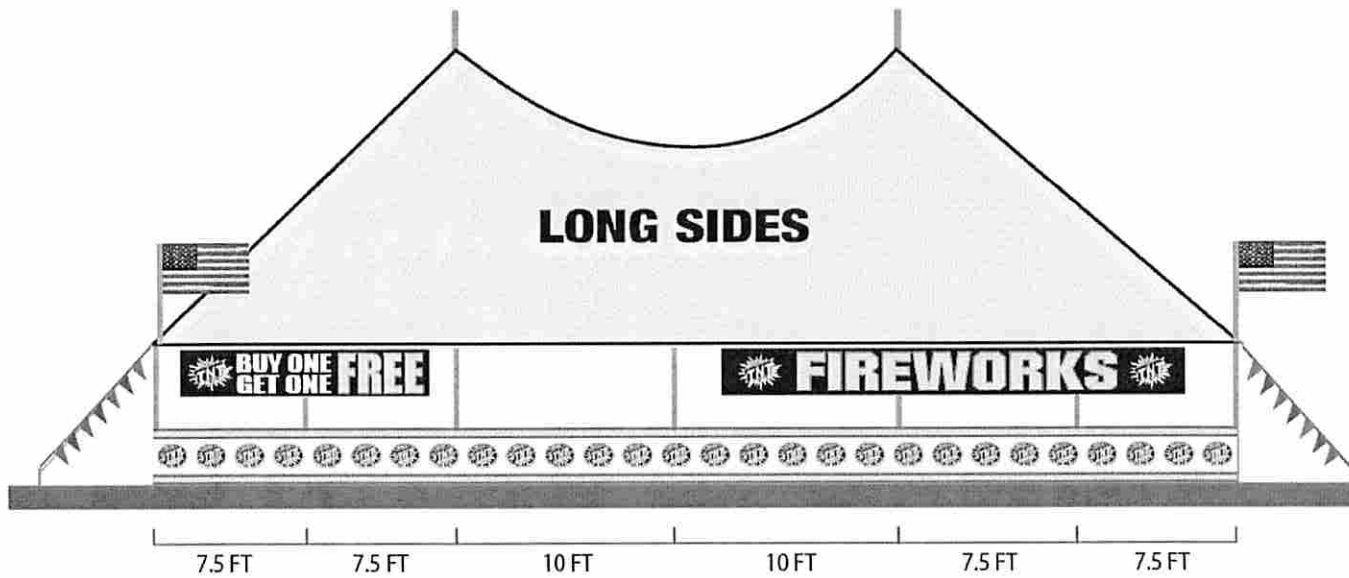
Map

Google

# TNT FIREWORKS PLAN-O-GRAM SAFE and SANE ---- TENT



# TENT SIGNAGE PLACEMENT



**TNT FREE FIREWORKS**  
WITH PURCHASE OF SELECT ITEMS  
730640



730224E

**FIREWORKS**

730106E

PLACE IN HI VISIBLE LOCATION BY ROAD

**50% OFF**  
ON SELECT ITEMS

730287E

**BUY ONE GET ONE FREE**

730089E

PLACE ON LOW TRAFFIC SIDE OF TENT

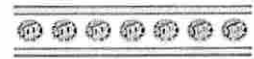
**FIREWORKS**

730225E

PLACE ON HIGH TRAFFIC SIDE OF TENT

WE ACCEPT THESE CREDIT CARDS  
DISCOVER   VISA

730369



730473E



730147E

PLACE IN HI VISIBLE LOCATION BY ROAD

**FREE FIREWORKS**



730639

730411E



730410E



730137E





Tents available by **STARRETT BROTHERS**

1-800-433-9116

# Certificate of Flame Resistance



REGISTERED  
FABRIC  
NUMBER  
306.1

ISSUED BY  
**STARRETT BROTHERS**  
**TENT MANUFACTURE**  
**P.O. BOX 13002**  
**HAMILTON, OH. 45013**

Date  
Manufactured  
5/97

This is to certify that the materials described herein have been flame-retardant treated (or are inherently nonflammable).

The articles described on the bottom 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 uses PVR Reg. No.

**The Flame Retardant Process Used WILL NOT Be Removed By Washing.**

*Jeremy W Starrett*

Name of Production Superintendent

*Daniel J Starrett*

Owner