

STATE OF NORTH CAROLINA  
COUNTY OF HARNETT

LEASE AGREEMENT

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 [REDACTED]
  - B. Fourth of July - June 19<sup>th</sup> through July 5<sup>th</sup> – Rental Rate [REDACTED] 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. [REDACTED]
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.

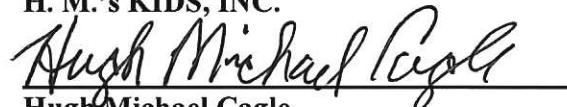
7. **Termination Clause** If the "Lessor" sells the property or decides to develop said property the "Lessee" shall be notified within Thirty (30) days of "Lessor" intent to sell or develop, and this lease will be null and void. Shall the lease become null and void the consideration paid hereunder shall 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

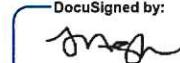
*(Official Seal)*

**LESSEE:**

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

**Attest:**

BY:   
Preston Platt 14071714004F5...  
Name \_\_\_\_\_  
VP – Sales Title \_\_\_\_\_

  
\_\_\_\_\_  
Tracy Hughes 14071714004F5...  
Name \_\_\_\_\_  
Director of Leasing Operations Title \_\_\_\_\_

*(Official Seal)*



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2026

DATE (MM/DD/YYYY)

10/31/2025

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).

PRODUCER	Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT	INSURER(S) AFFORDING COVERAGE	NAIC #
		NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS:		
INSURED	1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	INSURER A : Century Surety Company	36951	
INSURER B :				
INSURER C :				
INSURER D :				
INSURER E :				
INSURER F :				

**COVERAGES**      **CERTIFICATE NUMBER:** 13779446      **REVISION NUMBER:** XXXXXXX

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.

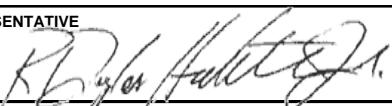
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	CCP1254837	11/1/2025	11/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC					MED EXP (Any one person)	\$ Excluded	
	OTHER:					PERSONAL & ADV INJURY	\$ 1,000,000	
	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE		GENERAL AGGREGATE	\$ 2,000,000	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			NOT APPLICABLE		PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	DED <input type="checkbox"/> RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	NOT APPLICABLE		PER STATUTE	OTHE- R	
						E.L. EACH ACCIDENT	\$ XXXXXXX	
						E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXX	
						E.L. DISEASE - POLICY LIMIT	\$ XXXXXXX	

**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**

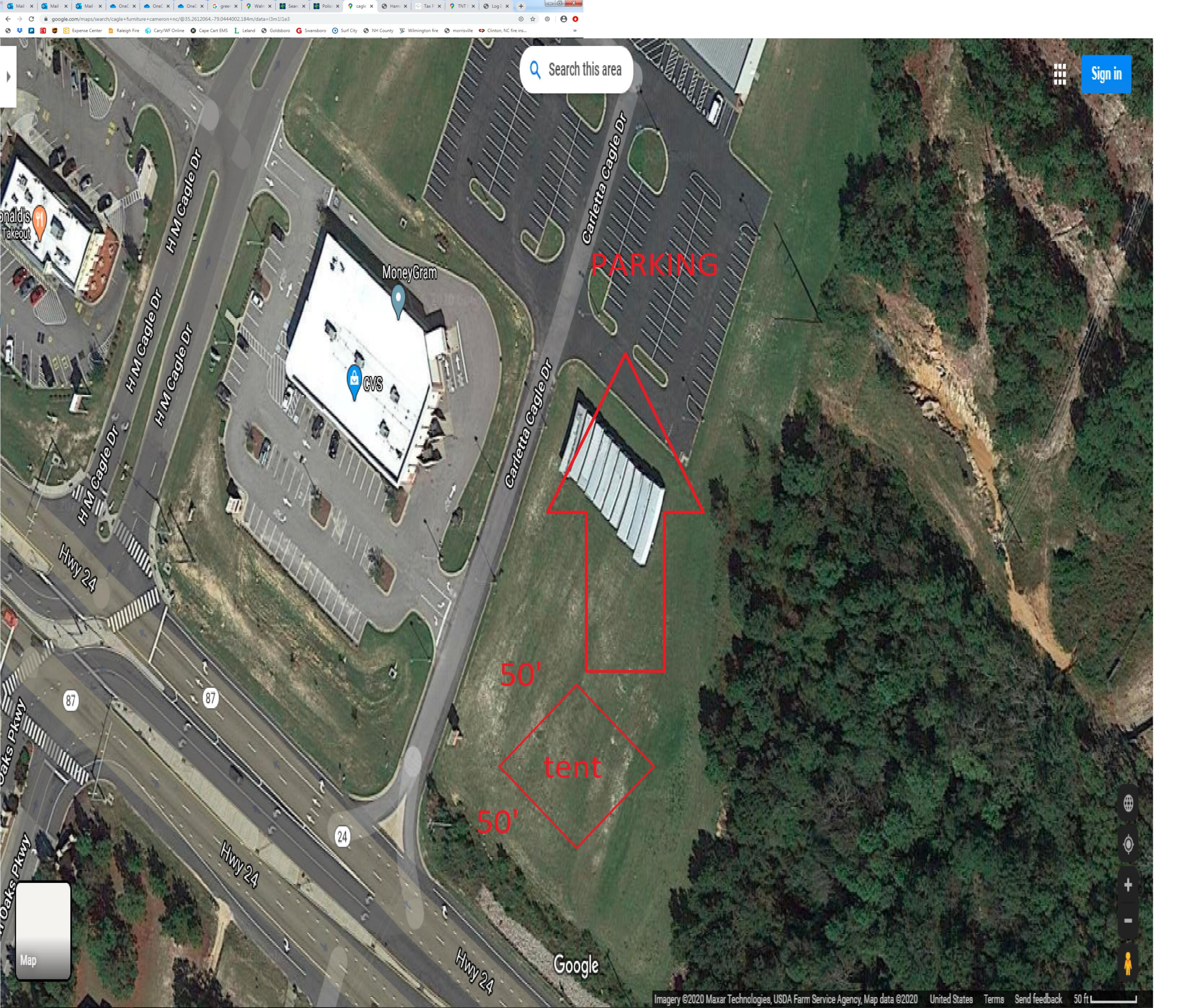
13779446 H.M.'s KIDS, INC. 3035 NC HIGHWAY 87 South CAMERON NC 28326	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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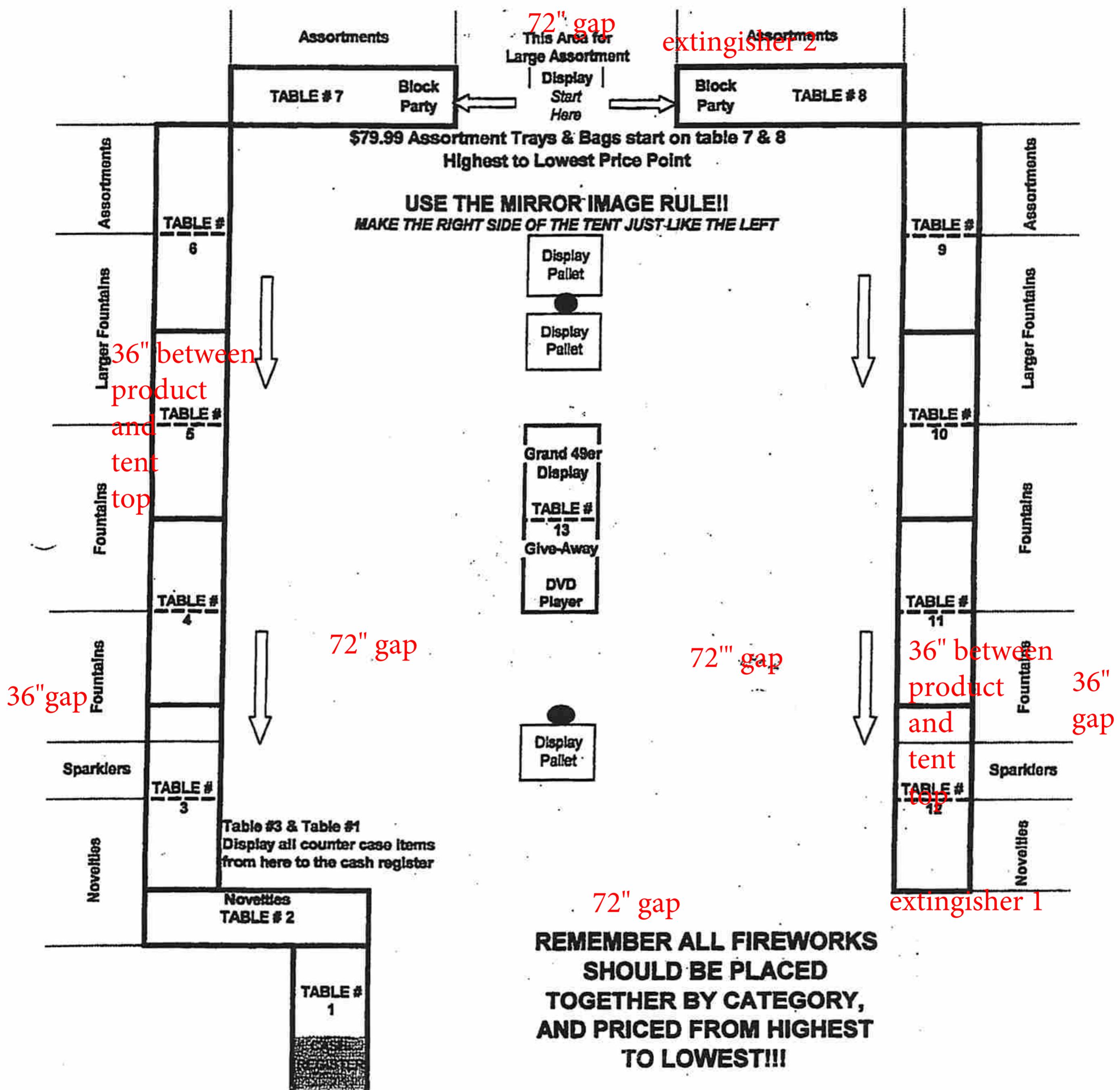
## EXHIBIT A

Site Plan:





# 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**  
ONE BOTTLE PURCHASE

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 MASTERCARD VISA

730369



730473E

730147E

PLACE IN HI VISIBLE  
LOCATION BY ROAD

**FREE FIREWORKS**  
ONE BOTTLE PURCHASE

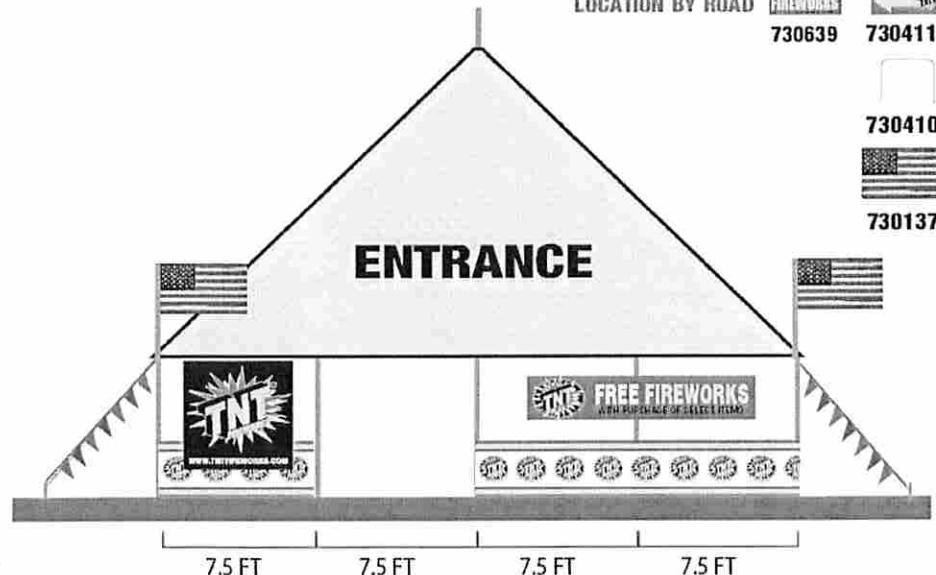
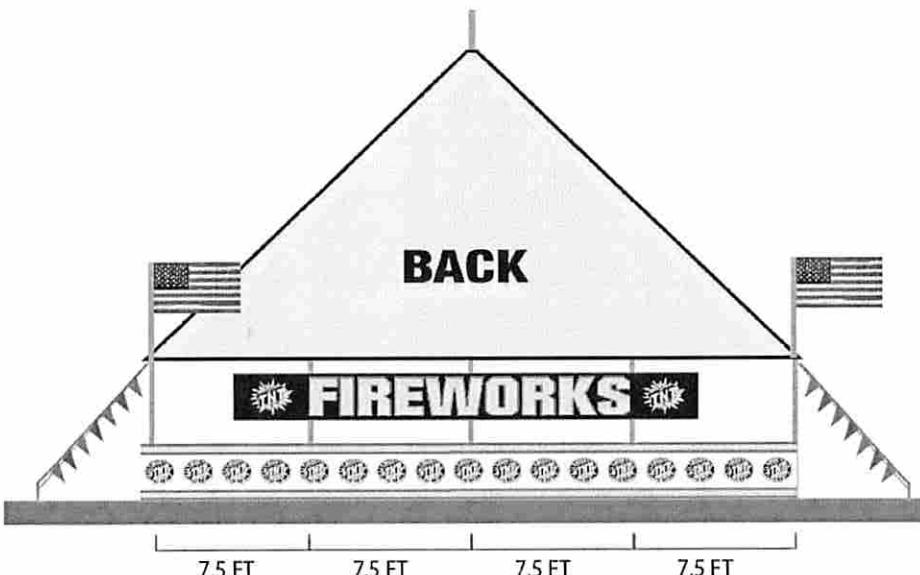
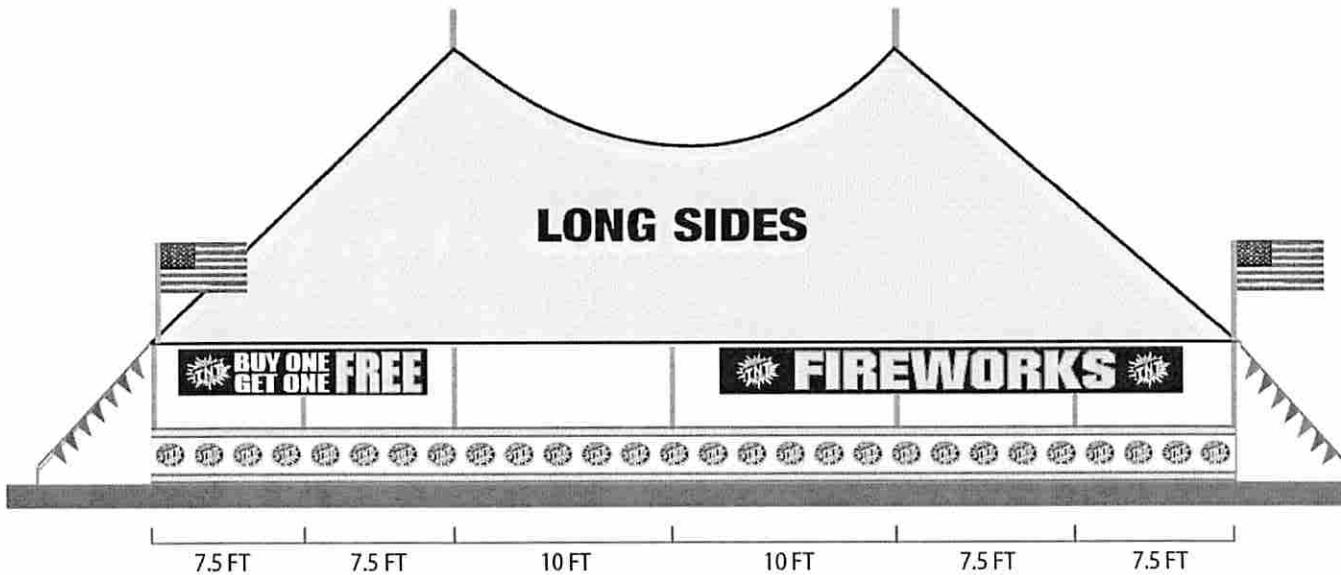
730639

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

8/99

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

NC Product List		ALL ITEMS IN ALPHABETICAL ORDER WITHIN EACH CATEGORY					
Item Description	Grams	Item Description	Grams	Item Description	Grams	Item Description	Grams
<b>ASSORTMENTS</b>		ELECTROLYTES	164	MOLTEN POT J08	195	TIDAL WAVE	120
49'ER SS COM J10	All items under 200	ETERNAL ERUPTION	180	MONSTER TRUCK	70	TNT BARREL	200
ALL AMERICAN SS COM J10	All items under 200	FAIRY WANDS	100	Mr Glow Fuse J15	70	TNT Bomb J15	7
AMERICAN DREAM TEAM	All items under 200	FANCY PANTS	188	MR. TURTLE	70	TNT Dragonfly	9
BIG ONE S/S COM J07	All items under 200	FISH ON	70	NEON FORCE FOUNTIAN	60	TNT Happy Lamp J15	32
BIG TIMER S/S	All items under 200	FLASH DANCE J09	189	Neon Galaxy J16	112	TNT Bottle of Sparks	65
CENTENNIAL ASSORTMENT	All items under 200	FREEDOM J18	100	NIGHT TREASURE - J05	195	TNT Torch	170
GOOD TIME BAG	All items under 200	FREEDOM EAGLE J06	170	O-Blivion FTN	174	Toxic Barrel Fountain	90
GRAB BAGS	All items under 200	FRIENDSHIP PADOGA	100	OLD GLORY FOUNTAIN	60	URBAN ASSAULT	70
HOT ZONE SS COM J10	All items under 200	FRUIT BOWL PACK OF 4	100	OPTICAL ILLUSION	192	USA ROCKET FOUNTAIN	34
INDEPENDENCE TRAY SS COM J10	All items under 200	GAME MODE	135	OUTER LIMITS	90	VOLCANIC FURY	200
PARTY PAK	All items under 200	GREAT WHITE	140	Parfait Fountain	69	WANGO TANGO J08	125
PERFECT SHOW SS COM J10	All items under 200	Guiding Light	200	PICCOLO PETE FOUNTAIN	7	WILD SIDE	135
PYRO PAK BAG SS COM J10	All items under 200	HEATED FOUNTIAN	60	Pink Cloud J15	16	WILD TURKEY	136
SPECTACULAR SHOW SS-ALL	All items under 200	HOOTIE	135	PINK DIAMONDS J06	80	YELLOW STARS	45
SPECTACULAR SHOW SS-COM	All items under 200	HOT POINT	97	PINK ICE J06	100	ZOMBIE RUSH	100
THE BIG BANG S/S	All items under 200	ICE BREAKER	50	POWER ON	165	ZOMBIES FOUNTAIN	80
THE BIG BOX SS	All items under 200	Independence Day FTN	192	PUPPY PARTY	66	<b>NOVELTIES/SMOKE</b>	
THE BIG DELUXE SS-ALL	All items under 200	INFERNNO	48	PURPLE RAIN FOUNTAIN	100	#10 GOLD SPARKLER J09	NA
TNT BIG TIMER SS J09	All items under 200	INTO THE NIGHT FOUNTIAN	100	PYRO COMBUSTION J11	192	#14 NEON SPARKLERS	NA
TNT FAMILY PAK TRAY S/S-05	All items under 200	ISLAND ESCAPE	93	RAINBOW DREAMS	115	#20 SPARKLER GOLD J09	NA
TNT SACK PACK J18	All items under 200	JACK IN THE BOX	10	Recess Fountain FTN	18	36 IN MORNING GLORY BAG OF 6	9.5
<b>FOUNTAINS</b>		JUMBO 20 ROCKET FOUNTAIN	28	REVELATION	180	ASSORTED & NEON COLOR AMMO SMOKE	20
5-MINUTE SHOWDOWN	192	JUMBO CALIFORNIA CANDLE	30	RIP TIDE SS J09	95	ASST. COLOR SNAKE-TNT J07	1
ALLEGIANCIE	150	JUMBO PURPLE RAIN J11	130	ROCKETMAN	135	CAN OF WORMS	7
American Light Fountain	200	Jungle Flower	200	Safari Sunrise	200	CHICKEN COOP	10
AMERICAN REVOLUTION	112	KING FISH	100	SEA PRINCESS	135	DINO EGG NEST	10
AMERICAN SPIRIT FTN	160	LARGE MOUTH	100	SEEING STARS	130	FIRE KRACKLE - TNT J07	6
AXEL	100	LAVA SAUCE	185	SHOW ME THE MONEY	90	GLOW SNAPS	2
BELLA	120	LAVA PANTHER	183	SILENT DISCO	100	LASER SABER	NA
BOMB POP	96	LEAVE NO DOUBT	55	SIZZLER	180	LIGHTNING FLASH-BOX OF 6 J07	3.5
BORN TO BLAST FOUNTIAN	150	Lets Do This J15	190	SMILE	135	MINI DAGGER	6.5
BOTTLE OF SPARKS	90	LIGHT THE NIGHT J07	180	SNO CHILL	35	MORNING GLORY TNT #10	1.4
BRAIN BUSTER	196	LIL PATRIOT	40	SONIC BOOM FOUNTAIN	90	MORNING GLORY TORCH 14 IN J09	1.4
CAROUSEL J11	15	LIL RED DEVIL J09	30	SparkleBerry	135	NEON GLOW SWORDS	NA
CASCADING WATERFALL J08	160	LIVE WIRE	180	Sparknado J15	160	NINJA STICKS	11
CENTENNIAL FOUNTAIN	200	LIVING THE DREAM	135	SPIRAL LITE - FOUNTAIN	50	PARTY TIME PARTY POPPER J07 ST	0.01
COLORFUL RAIN J11	75	MAD DOG FOUNTAIN	90	STARS & STRIPES FOUNTAIN	125	PATRIOT SMOKE	2.2
COOL BREEZE	64	MAGNETIC HEAT	196	SUPER CALIFORNIA RKT FTN	30	POP-IT'S TNT	NA
COUNTDOWN SS COM - J09	100	MAGIC SEASHELL	100	Super Snazzy FTN	192	PULLSTRING SMK GRENADE J07	15
Count it Down	200	MAIN SQUEEZE J06	120	SURROUND SOUND FOUNTAIN	162	PUNK JUMBO J07	NA
CRACKLING CACTUS FOUNTAIN	50	MAKE THE GRADE FOUNTIAN	105	TAKE A HIT	80	RAINBOW STIX	NA
CRACKLING STRING	60	MARTIAN MAN	96	TANK WITH SPARKS	30	RED DEVIL PITCHFORK	NA
CRACKLING THUNDER	60	MASTER OF SPARKS	180	TANTRUM J11	180	SMOKE BALLS ASST'D TNT J07	2.2
CRYPTO	100	MIGHTY SWORD	100	TASMANIAN CYCLONE	197	SMOKE BOMB J11	2
DANCING LIGHTS J17	90	Mind of a Maniac	175	Tentacles	200	SMOKE STICKS 4-PK	18
DISCO TURKEY	135	Mini California Rocket Fountain	10	TEQUILA SUNRISE FOUNTAIN	5	TNT BLASTS BAG OF 6 J07	2.5
ELECTRO	180	MINI MONSTER FOUNTAIN	8	TINY TITAN	56	SMALL TANK	15