

FILED
AUG 24 1981
Donnie S. Tasker
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11/12/81

Operating Agreement

11/12/81

This agreement dated July 29, 1981, is between Consolidated Theatres, Inc. referred to as Proprietor and Collins Music Company, Inc. herein referred to as Company. Witnesseth:

In consideration of the mutual covenants and agreements herein contained, it is agreed: Proprietor hereby grants unto Company the exclusive right to install and maintain video amusement games upon the premises of its theatres, located at Augusta Rd. Drive In P.O. Box 8223 Station A Greenville, S.C.

The initial term of this Agreement is to commence upon July 29, 1981 and to terminate on July 29, 1986.

Company will pay Proprietor (50%) fifty percent of gross game revenues collected from game machines.

Company will maintain and or rotate periodically only video amusement games of the latest electronic state of the art manufacture.

Machine repair service called to Company's office would be responded to by two-way radio dispatched service vehicles. Repair service would be provided Monday through Saturday 9:00 A.M. - 6:00 P.M. Preventive maintenance and cleaning would be performed at the time of each weekly revenue collection.

Game machine revenues will be collected weekly from each machine. Proprietor's share of game revenues would be left at the time of collection with a theatre manager.

Cash control security systems would be installed whereas each machine would have non-resettable coin counting meters to record the total of all coins deposited. A double locking system would be used whereas repair service would be performed without access to cash box monies. A service collection receipt ticket would be provided at the time of each collection of revenues indicating all monies counted and to be signed and verified by a representative of both Proprietor and Company.

Proprietor shall furnish Company all necessary electrical outlets for the operation of game machines. Proprietor shall use all best efforts to allow the operation of such games during usual business hours without hindrance. Games which might cause a loitering problem will be removed by Company at Proprietor's request.

In the event that a game machine does not generate on the average a minimum of \$50.00 per week as Company's share of receipts then Company shall have the option to remove such game or replace such game with one of lesser state of the art manufacture.

Game machine operating licenses and/or sales taxes are to be shared equally between Proprietor and Company.

The initial term of this agreement shall be automatically renewed for additional 5 year period unless Proprietor or Company gives written notice to the other on or before sixty (60) day prior to termination of the agreement. Thereafter this agreement shall be automatically renewed at the end of each succeeding year upon the same condition.

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AUG 24 81
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Donna Lawson
Witnessed
Zoni A. Metz
Witnessed
Mary Lee
Witnessed
Judy M. Bailey
Witnessed

Collins Music Company, Inc.
By: Fred J. Collins, Jr.
Fred J. Collins, Jr., President

Consolidated Theatres, Incorporated
By: John Garner
John Garner-District Manager

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