

THIS AGREEMENT, made in the COUNTY OF GREENVILLE State
of Greenville County, this 17th day of June 1982, between
SOUTH CAROLINA (hereinafter referred to as Company)
and Playtime Amusement BY DAN BRIGHT (hereinafter referred to as Proprietor),
HONEY'S, INC. D.B.A. Sheraton Palmetto
WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, It is
agreed: Proprietor hereby grants unto Company the exclusive right for 5 years
years to install and maintain coin operated music and amusement machines upon the
premises located at SHERATON PALMETTO AT 1-85 & AUGUSTA ROAD GREENVILLE S.C.

Company shall install upon said premises the following coin operated machine:

ALL COIN OPERATED MUSIC & AMUSEMENT GAMES WITH MONIES BEING DIVIDED EQUALLY
50% COMPANY & 50% PROPRIETOR

In consideration therefore, Company shall open the coin boxes of such machines
weekly and the excess in the contents thereof over \$300 shall be divided equally
between Company and Proprietor. In any event, Company shall be entitled to a
weekly minimum of \$3.00.

Proprietor shall furnish to Company all necessary electrical outlets for the
operation of such machines. Proprietor shall use all best efforts to allow
the operation of such machines during all usual business hours without hindrance.

Company shall service such machines upon said premises and collect the contents of
coin boxes of such machines WITH REPAIR SERVICE FROM 9A.M. TILL 11 P.M.

All machines installed by Company and all contents of coin boxes thereon shall
remain the sole and exclusive property of Company and neither Proprietor nor
any third party shall have any right of claim thereto except the right of Proprietor
to share in the contents of the coin boxes as provided herein. All machines so
placed shall bear the name of Company and shall state thereon that said machines
are the sole property of Company.

During the full term and any continuation thereof, no other person, firm or
corporation, including Proprietor, shall have the right to operate coin operated
music or amusement machines upon said premises nor shall any other commercial
amusement machine system be operated on said premises during said term or any
continuation thereof.

Following the terms thereof, this agreement shall automatically continue for
an additional period of one year and from year to year thereafter until written
notice of termination be received no less than sixty days prior to the end of
any term hereof. Except as provided herein and except for a breach hereof, this
agreement shall be irrevocable by the parties hereto.

In the event of any breach of this agreement, in addition to any other remedy
which it may have in law or in equity, Company may elect to terminate this
agreement and remove all such machines without interference from Proprietor
and shall be entitled to liquidated damages of a sum equal to the Company's
average weekly share of the contents of the coin boxes prior to said breach
multiplied by the number of weeks remaining in the unexpired term of this
agreement.

This agreement shall be binding upon the parties hereto, their heirs, executors,
administrators, successors and assigns, and in the event Proprietor sells or
assigns his interest in the said premises, such successor shall be fully bound
by the terms of this agreement. This agreement shall not be construed to create
a joint venture between the parties hereto.

In the event a Court of competent jurisdiction declare any of the conditions or
terms herein above listed invalid, it is understood and agreed by the parties
hereto that the remaining conditions or terms shall have the full force and
effect. This contains all the agreements of the parties, there being no other
reservations or understandings. Parties certify authority to enter into their
agreement.

[Signature]
Witness

PLAYTIME AMUSEMENT CO. INC. BY
[Signature]
Company

[Signature]
Witness

[Signature]
Proprietor

HONEY'S, INC. D.B.A. THE SHERATON PALMETTO

(CONTINUED ON NEXT PAGE)