

STATE OF SOUTH CAROLINA JUL 11 12 25 PM '73 LEASE AGREEMENT

COUNTY OF Greenville DONNIE S. TANKERSLEY R.M.C.

1. Lease. Collins Music Company, Inc. (hereinafter called "Collins") does hereby lease to Ray Halo (hereinafter called "Lessee"), and lessee does hereby rent from Collins certain coin-operated non-payout pin tables with free play feature, and which require a United States Internal Revenue Service Special Tax Stamp (which are hereinafter called "machines"). This lease does not apply to any other coin-operated amusement devices which are or may be subject to other lease agreements between Collins and lessee. Ray Halo

2. Term. This lease shall be for a term of one week from the date hereof and continuing thereafter on a week to week basis until terminated. This lease shall terminate upon either party giving to the other written notice of termination by certified or registered mail. Within 24 hours after receipt by the party to whom notice of termination is given, Collins shall remove all the leased machines from the premises of lessee.

3. Rent. The lessee shall pay to Collins as rent Twenty Five (25%) percent of the weekly gross revenue from each machine. Weekly gross revenue is hereby defined to mean all monies deposited in a machine in any week. The rental hereby agreed upon shall be paid weekly. It is agreed that Collins may install and maintain upon each machine an automatic counter which will reflect all monies deposited in that machine.

4. Maintenance and Repair. Collins, at its own cost and expense, shall keep the machines in good repair, condition and working order. Collins shall furnish any and all parts, mechanisms and devices required to keep the machines in good mechanical and working order. Collins shall employ the necessary personnel to perform such services, who shall be on call between the hours of 9:00 A. M. and 11:00 P. M. each day.

5. Replacement. Collins shall have the right to remove any of the machines at any time provided it concurrently replaces any machine so removed with another of the same type, and of equal or better quality and conditions.

6. Additions. The parties may from time to time agree to increase or decrease the number of machines located on the premises of lessee. In either event all the machines as defined in paragraph 1 hereof, leased by Collins to lessee for the location described herein shall be covered by this agreement.

7. Location. It is agreed that the machines will be used by lessee at the location known as Rays Cafe and will not be removed or transferred therefrom by lessee without prior written consent of Collins.

8. Use. Lessee shall use or allow the use of the machines in a careful and proper manner, and lessee shall comply with and conform to all national, state, county, municipal and other laws, ordinances and regulations in any way relating to the possession, use of maintenance of the machines.

9. Ownership. The machines are and shall be at all times be and remain the sole and exclusive property of Collins, and lessee shall have no right, title or interest therein or thereto except as expressly set forth in this lease. Collins may affix to the machines plates or stencils showing that they are his sole property.

10. Loss and Damage. Lessee hereby assumes and shall bear the risk or loss and damage to the machines from any and every cause whatsoever, whether or not insured.

In the event of Loss or damage of any kind whatever to the machines or any of them, lessee, at the option of Collins, shall:

- (a) Pay to Collins the then book value thereof, as determined by Collins; or
(b) Pay to Collins the cost of making repairs thereto so as to restore each machine to its condition prior to the loss or damage; or
(c) In the event of the removal of the machines from lessee's place of business, pay the cost of Collins; recovery of them.

Upon the termination of this lease the machines shall be returned to Collins in good repair, condition and working order, ordinary wear and tear resulting from the proper use thereof alone excepted, and if not in such condition when returned, lessee shall pay to Collins the cost of making repairs thereto so as to restore each of them to good working order.

11. Control of Machines. The lessee shall have complete and exclusive control of all keys to the cash boxes of each machine. Collins shall retain control of the keys necessary for servicing each machine. It is understood that the keys to these two parts of each machine are not and shall not be interchangeable.

12. Taxes and Licenses. Collins and lessee will share equally the cost of the special tax stamp required by the United States for each machine. Collins will be responsible for and pay all other license fee, stamp taxes, property taxes and any and all other taxes upon said machines.

13. Indemnity. Lessee shall indemnify Collins against, and hold it harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the machines, including without limitation the manufacture, selection, delivery, possession, use, operation or return thereof.

14. Default. The occurrence of any of the following events shall, at the option of Collins, terminate this lease and lessee's right to possession of the machines:

- (a) Nonpayment by lessee for a period of five (5) days of any sum required herein to be paid by lessee.
(b) Insolvency of lessee. The filing of a petition by or against lessee under any bankruptcy, re-organization, insolvency, moratorium or receivership law shall be conclusive proof of insolvency for purposes of this selection.
(c) The subjecting of any of lessee's property to any levy or seizure.

Upon the happening of any of the above events, Collins may without notice to or demand upon lessee, take possession of the machines.

15. Full Agreement. This written lease contains the entire understanding and agreement of the parties.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this Fifteenth day of May

1973

WITNESS: Peggy Lubb

As to Collins Music Company, Inc.

Gudy Phillips

As to Lessee

COLLINS MUSIC COMPANY, INC. By: James A. Parent

Ray Halo (LS)

Lessee (LS)

Lessee (LS)

Lessee (LS)