

FILED  
FEB 18 1981  
Donnie S. Tankersley  
R&C

COIN MACHINE AGREEMENT

BOOK 8 PAGE 1264

THIS AGREEMENT, made in the City of Greenville, State of South Carolina  
this 12th day of February 1981; between Collins Music Co., Inc., Fred J. Collins, Jr.  
(hereinafter referred to as Company) and Marvin E. Smith DBA: Smitty's Restaurant and Jeanette  
(hereinafter referred to as Proprietor), WITNESSETH: Smith DBA: Smitty's Restaurant

In consideration of the mutual covenants and agreements herein contained, it is agreed: Pro-  
prietor hereby grants unto Company the exclusive right for six years to install and maintain  
coin operated music and amusement machines upon the premises located at Rt. 6, Woodruff Rd.  
Greenville, S. C. 29607

Company shall install upon said premises the following coin operated machines: All coin operated  
music and amusement machines with monies being divided equally 50% Proprietor and 50%  
Company.

In consideration therefore, Company shall open the coin boxes of such machines weekly and the  
excess in the contents thereof over \$1.00 shall be divided equally between Company and Pro-  
prietor. in any event, Company shall be entitled to a weekly minimum of \$25.00 per machine except  
video games.

Proprietor shall furnish to Company all necessary electrical outlets for the operation of such ma-  
chines. 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 between the hours of 9:00AM and 6:00 PM daily. except  
there will be no Sunday service.

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 pro-  
vided 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 multi-  
plied 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 pre-  
mises, 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 understand-  
ings. Parties certify authority to enter into this agreement.

James A Parent  
Witness

David J. Jashy  
Witness

Collins Music Company, Inc., by  
Fred J. Collins, Jr.  
Fred J. Collins, Jr., President

Marvin E. Smith  
Marvin E. Smith DBA: Smitty's Restaurant

Jeanette Smith  
Jeanette Smith DBA: Smitty's Restaurant

REC-1170