

GR: ... CO. S. C.
COIN MACHINE AGREEMENT

NOV 12 2 59 PM '82

vs 1177-212

THIS AGREEMENT, made in the DONN ANNERSLEY State
of South Carolina, this 1st day of November, 1982, between
Hindman Music Co., Billy J. Hindman (hereinafter referred to as Company)
and Carol Lee Foreman (hereinafter referred to as Proprietor),
WITNESSETH: dba: Poinsett Grocery

In consideration of the mutual covenants and agreements herein contained, It is
agreed: Proprietor hereby grants unto Company the exclusive right for Five (5)
years to install and maintain coin operated music and amusement machines upon the
premises located at 804 West Poinsett Street, Greer, S. C. 29651

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

In consideration therefore, Company shall open the coin boxes of such machines
weekly and the excess in the contents thereof over \$2.00 shall be divided equally
between Company and Proprietor. In any event, Company shall be entitled to a
weekly minimum of \$2.00.

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 between the hours of 9:00 AM and 9:00 PM
daily Monday through Sunday.

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 cor-
poration, 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 of 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 agree-
ment 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 this
agreement.

W. Bryant Ford
Witness

HINDMAN MUSIC COMPANY
Billy J. Hindman
Billy J. Hindman

Harold Hunt Jr
Witness

Carol Lee Foreman
Carol Lee Foreman dba: Poinsett Grocery

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