

FILED
GREENVILLE CO. S. C.

MAY 2 11 57 AM '74

DORRIS S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

BOOK

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LEASE AGREEMENT AND
COIN MACHINE CONTRACT

For and in consideration of the sum of \$1.00 each to the other in hand paid, receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants and benefits herein contained, THE WITT MUSIC CO., INC., hereinafter referred to as Lessor, does hereby grant, bargain and lease unto MARY ANN DESHIELDS

Hereinafter referred to as Lessee, the following chattels and equipment, to wit:

9 24" Round Tops 14 Stools # Z60 121
7 30" Round Tops
16 Bases # 203-22
71 Chairs Antique Gold # X50 365

Lessee hereby accepts the above described chattels and equipment and agrees to return the same to Lessor upon the expiration of the lease in the same condition as received, fair wear and tear excepted. Lessee hereby agrees to maintain said chattels and equipment in good operating condition.

As a part of the consideration for this lease Lessee hereby grants, bargains and leases unto Lessor the exclusive right and privilege of placing all coin-operated amusement and music machines in the place of business at 2845 N

Pleasantburg Drive, Greenville, S. C. AND known as
de Shields Restaurant & Lounge.

All equipment 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 or claim thereto except the right of Proprietor to share in the contents of coin boxes as provided. All equipment so placed shall bear the name of Company and shall state thereon that said equipment is 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 coin operated music or amusement machines be operated on said premises during said term or any continuation thereof.

This lease shall be in effect for a period of 5 years from the date hereof; following the term, 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 thereof. 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 equipment without interference from Proprietor and shall be entitled to liquidated damages of a sum equal to the Company's average weekly contents of the coin boxes prior to said breach multiplied by the number of weeks remaining in the unexpired term of this agreement.

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