



AGREEMENT

BOOK

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THIS AGREEMENT, made in the City of Greenville, State of South Carolina, this fourth day of April, 1980; between Collins Music Company, Inc. by Fred J. Collins, Jr., President (hereinafter referred to as Company) and Servicetown Inc. by Fred Tullai, Jr., Vice President and General Manager (hereinafter referred to as Proprietor), WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, it is agreed: Proprietor hereby grants unto Company the exclusive right for two years to install and maintain coin operated music and amusement machines upon the premises located at Servicetown Truck Stop, Woodruff Road and I-85, Greenville, S. C. 29607.

Company shall install upon said premises all coin operated amusement machines. Proprietor shall have the right to choose and specify amusement machines to be installed and operated under the terms of this agreement. All monies from the operation of the amusement machines and all applicable costs of amusement and machine licenses and permits shall be divided equally 50% Proprietor and 50% Company. In consideration therefore, Company shall open the coin boxes of such machines weekly and all contents thereof shall be divided equally between Company and Proprietor.

Under the terms of this agreement Company shall direct, with proprietor's approval, an initial remodeling of the premise's game and lounge areas. The Company shall be responsible for all costs as a result of such remodeling.

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 6:00 PM daily except no service on Sundays. Company shall provide during these service hours machine repair and maintenance service not later than two hours from the receipt of any service call.

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 is given, by either party, at least thirty days prior to the end of any renewal term hereof.

Company will be responsible during the full term of this agreement or any extension thereof for all liabilities, legal or otherwise, arising from the use and or operation of the amusement machines, resulting in complete indemnification to Proprietor including all costs and attorney fees.

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.

ECTO --- 1 AP 9 80 1045 4:00CI

Soni A. Metz
Witness

Josephine H. Whitehead
Witness

Linda Turnage
Witness

Barbara Clark Williams
Witness

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

Servicetown, Inc., by
Fred Tullai, Jr.
Fred Tullai, Jr., Vice President and General Manager