FILED
JUN 26 1978
DONNIE S. TANKERSLEY
R.M.C.

COIN MACHINE AGREEMENT

THIS AGREEMENT, made in the City of Greenville, State of South Carolina, day of May 1978; between Collins Music Co. Inc., by Fred J. Collins, Jr. (hereinafter referred to as Company) and Patricia Ann Caddell (Individually) and (hereinafter referred to as Proprietor), WITNESSETH: Patricia Ann Caddell dba: Broadmore Apartments

In consideration of the mutual convenants and agreements herein contained, it is agreed: Proprietor hereby grants unto Company the exclusive right for five years to install and maintain coin operated music and amusement machines upon the premises located at Broadmore Apartments, 725 Cedar Lane Road, Greenville, S. C. 29611

Company shall install upon said premises the following coin operated machines: All coin operated music and amusement games with monies being divided 50% company and 50% proprietor after the 1st $15.00. If weekly collections is less than $15.00, Company will collect 100% of monies in the coin box.
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 Proprietor. In any event, Company shall be entitled to a weekly minimum of $1.00 monies being divided 50% company and 50% proprietor after the 1st $15.00. If weekly collections is less than $15.00, Company will collect 100% of monies in the coin box.
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 11:00 PM daily. Except Sunday with repair service between the hours of 1:00 P.M. and 11:00 P.M.
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 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 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.

Collins Music Company Inc., by

Judy Fair
Witness

Fred J. Collins Jr. President
Company

Patricia A. Caddell (Individually)
Patricia Ann Caddell (Individually)
Patricia A. Caddell Agent
Proprietor Patricia Ann Caddell dba:
Broadmore Apartments