

EQUIPMENT LEASE AGREEMENT

THIS AGREEMENT, made this 11 day of JAN 2004 by and between M+M AMUSEMENT having its principal place of business at 5533 W 2537 CICERO Illinois (hereinafter referred to as "Operator") and CHERRYWOOD TAP (hereinafter referred to as "Customer"), having its business premises located at 5129 N 31 ST, City of CICERO State of Illinois (hereinafter referred to as "Location"). Customer is: X corporation, partnership, individual, and is the owner, lessee, of the Location.

In consideration of the mutual covenants and conditions hereinafter contained, it is agreed as follows:

1. Operator agrees to lease to Customer and Customer does hereby agree to lease and rent from Operator on the terms and conditions hereinafter set forth, the coin-operated amusement devices described and listed below ("Equipment"), and Customer shall pay Operator a weekly rental in the amount set forth in the last column opposite the description of each such item of Equipment.

Table with 4 columns: Description of Equipment, Model, Serial Number, Weekly Rental. Contains two rows of data: 2 VIDEO GAMES UPRIGHT 300.00 and 2 VIDEO GAMES COUNTER TOP 300.00.

2. Customer agrees that during the term of this Agreement, Operator shall have the exclusive right to Lease to Customer all coin-operated amusement devices at the Location and that Customer shall not permit anyone to install or maintain any other such devices at the location.

3. Operator shall be responsible for the ordinary maintenance and repair of the Equipment, unless such maintenance and repair is due to the acts, neglect, or misuse of the Equipment by Customer, its agents, employees, guest, or invitees.

4. Customer shall pay Operator or his authorized representative, the weekly rentals for the Equipment on the MONDAY of each week during the term of this Agreement.

5. The Equipment shall remain the property of Operator's Lessor and Customer will not pledge or encumber same or interfere with the ownership thereof.

6. Customer will not permit removal of the Equipment from the Location by anyone but an authorized representative of Operator or Operator's lessor. In the event of any unauthorized removal of the Equipment, Customer shall be liable for all losses sustained and costs incurred by Operator or Operator's lessor as a result of such unauthorized removal.

7. Customer shall assume responsibility for any damage or loss of the Equipment occasioned by fire, theft, vandalism, or malicious mischief, or any other casualty usually insured against in standard fire insurance policies with extended coverage.

8. The term of this Agreement shall be for a period of 3 YEAR'S effective from the date hereof, and shall renew itself automatically for like periods on the same terms and conditions unless either party gives the other written notice sent by certified mail of its intention to cancel said Agreement prior to 30 days of the expiration of this Agreement or any renewal period thereof.

9. Customer shall operate the Equipment in compliance with all Federal, State, and local laws and regulations governing Customer's business and operation of the Equipment. Customer agrees to indemnify, defend and hold Operator safe and harmless from any and all liability or losses incurred by Operator as a result of the violation of Customer's covenants under this paragraph.

10. The cost and expense of any State, County, City, and/or Federal licenses and permits required for the Equipment shall be paid by CUSTOMER.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

OPERATOR:

CUSTOMER:

M+M Amusement

David Ruffolo