

EQUIPMENT SALES AGREEMENT

This equipment purchase agreement is entered between Spohn & Associates, Inc. d/b/a Pinballz at 8940 Research Blvd., Suite 300 Austin, TX 78758, (the "Seller"), and Austin Rosewood Community Development Corporation (ARCDC) d/b/a Millennium Youth Entertainment Complex (MYEC), 1156 Hargrave Street, Austin, TX 78702, (the "Buyer").

The Buyer wishes to purchase the equipment described on Exhibit "A" from the Seller, and the Seller likewise wishes to sell such equipment to the Buyer, the two parties agree to the following:

Equipment Sold

The Buyer hereby agrees to purchase from the Seller equipment identified on Exhibit A hereto, Exhibit A is incorporated herein, and made a part hereof (the "Equipment"). All equipment is sold as-is, with a thirty (30) day warranty implied or given.

Terms & Conditions

1. The Seller represents and warrants that it is the rightful owner of the equipment listed and is legally able to transfer marketable title and ownership to the Buyer.
2. The Buyer agrees to accept the equipment "as-is," except as may be specified herein.
3. The purchase price stated below includes any and all taxes, licenses, and associated fees applicable to said purchase.
4. Either party will be in default under this Agreement, should the party fail to observe or perform any of the Agreements herein contained. In the event of default of one party, the other party shall be entitled to collect from the party in default, all costs, fees, expenses incurred to enforce its rights hereunder, including, without limitation, court costs, costs of arbitration, legal fees, and fees paid to other professionals or agencies.
5. The Parties agree that the Buyer has had a fair opportunity to examine the Equipment and has examined the Equipment.
6. Any failure by either party to perform any of its obligations under this Agreement, or any delay in such performance, which is caused by any condition that is beyond the control of the party in default, shall be excused, but only during the continuance of such condition.
7. Neither Seller nor Buyer may assign the Agreement except with the written consent of the other party.
8. The provisions of the Agreement shall be deemed severable, and the unenforceability of any provision shall not impair the enforceability of the other

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provisions No waiver by a party of any default of the other party shall operate as a waiver of any other default of the same default on a future occasion. This agreement constitutes the final written expression of the terms and agreement of the parties hereto and is the complete and exclusive statement of those terms. This Agreement supersedes all prior agreements or collateral agreements, discussions, and/or understandings between the parties hereto. No promises, representations, warranties, inducements, covenants or undertakings not expressly set forth herein shall be binding upon any party hereto. This Agreement may only be amended in writing signed by both parties hereto and any condition to a party's obligations hereunder may only be waived in writing by such party. This Agreement shall be governed by the laws of Texas. Buyer and Seller hereby consent to the exclusive jurisdiction of, and venue in, all state and federal courts in the state of Texas and waives any claim or defense against such jurisdiction or venue. This Agreement may be executed in counterparts, all of which together shall constitute the same instrument.

9. Spohn & Associates, Inc. d/b/a Pinballz agrees to warranty the Equipment for thirty (30) days including parts and labor from the date of purchase.
10. Seller shall indemnify and hold harmless Buyer from and against any loss, damage, claim, cost, or expense (including reasonable attorney's fees), directly or indirectly, arising or resulting from a deficiency of Seller's title and/or ownership of all or any part of the Equipment being sold to the Buyer pursuant to this Agreement.

Payment

The Buyer agrees to pay Seller the sum of thirty-two thousand dollars (\$32,000) for the Equipment as described in Exhibit "A."

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Exhibit A Equipment List

NAME	MANUFACTURER	SERIAL #
Candy Crane	Smart	250680
Time Crises 3	Namco	V-291_T150DX
Pyramin Power	Unis	JZT20070423015
Pokemon Catch	Sammy	KC00311
Bulldozer Kidie Ride		KRBY10701600
Ranger Mission	Sammy	021500820-10043
Spin Doctor	Bay Yek	213
Air It Out	Bay Yek	490
Jack Pot Crossing	American Alfa	9210571
Mission Control	American Alfa	9303303
Hitting Streak	Ice	9L607AHR
Flamin Finger	Namco	FIRD0412
Basket Fever	Bay Yek	1049
Basket Fever	Bay Yek	712
SkeeBall Too	Skee Ball	920710872
SkeeBall Too	Skee Ball	97074878
Base Hit	Skee Ball	040222992
Base Hit	Skee Ball	040222991
Hoop Fever	Ice	
Hoop Fever	Ice	10582302
World Kicks Soccer	Namco	162670
Cyclone	Ice	96521-FCC
Basket Fortune	Unis	BF338
X-Men 4 Player	Konami	27623
Ms. Pacman	Midway	101235981
Fever Chance	R-O International	150
Fist Talks	IGS	1011814
Colorama	Bromley	
Sports Arena	Sammy	SA06450
Nicktoons Racing	Chicago Gaming Co	NTRS-01600
Fast Track Air Hockey	Sam	306760
Zombie Revenge	Sega	
Royal Rumble	Sega	U0098788
Hydro Thunder	Midway	23333101954
Hydro Thunder	Midway	
Crusin Exotica	Midway	BB01191
Beatstage Complete	Konami	3/11/5044
Muppets Kiddie Ride	Elektro	GEAR-S 11403
Horse Kiddie Ride		1988184
Dino Kiddie Ride	Kiddies	7772
Changer BC 3500	Rower	7678

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Acceptance

By signing below, the Seller and Buyer agree to the terms of this equipment purchase agreement.

For Buyer

Elisa M. Sheldon

Digitally signed by Elisa M. Sheldon
Date: 2019.04.23 10:58:16 -05'00'

Signature

Elisa Sheldon, CPA
Spohn & Associates, Inc.
d/b/a Pinballz

April 23, 2019

Date

For Seller

Vanessa Silas, GM

Signature

Vanessa Silas, GM
ARCDC d/b/a MYEC

April 23, 2019

Date