CONTRACT FOR ASSIGNMENT OF LEASE OR CONCESSION

THIS CONTRACT ("Contract"), made this __ day of _____, 2001, by and among Privatization Plus, Inc. ("Seller"), Gill/Kardash Partnership ("Purchaser"), and the Escrow Agent specified on the last page of this Contract ("Escrow Agent").

1. **AGREEMENT.** In consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

(A) Seller agrees to assign to Purchaser and Purchaser agrees to assume in its entirety, pursuant to the terms and conditions hereinafter set forth, all of Seller's right, title and interest as tenant, licensee, concessionaire or manager, as applicable, in and to the lease, license, concession agreement or management agreement described on Exhibit "A" (, in any event, the "Lease") for that certain parcel of land and building, if any, located thereon, all as specifically described in the Lease (the "Demised Premises"), on which Seller operates an entertainment facility (the "Facility"); and

(B) Seller agrees to sell and transfer to Purchaser and Purchaser agrees to purchase and accept all of Seller' right, title and interest in and to the fixtures, furnishings and equipment and tenant improvements (the "Improvements"), in each instance, owned by Seller and located on the Demised Premises and used in connection with the Facility and the inventory and supplies owned by Seller and located in the Demised Premises (the "Inventory") (the Lease, Improvements, Facility and Inventory, collectively, the "Property");

but excluding from this sale that certain property associated with the Demised Premises and described on Exhibit D attached hereto (the "Excluded Property").

The remainder of Exhibit A is available upon request to Debtors’ counsel