

PURCHASE ORDER

Liberty Opportunities, Inc. (Seller)
2395 Prince Street
Conway, AR 72034
(501) 327-8031

Please enter my (our) order for the \$54,900.00 Dollar/Variety or Party Program (U.S. Dollars)

Recommended Square Footage: 1500

PURCHASER: _____ PHONE: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Please accept herein my (our) CASHIER'S CHECK, MONEY ORDER or CREDIT CARD in the amount of \$1,500.00 as our first payment for the above. The balance is due when the initial inventory is purchased.

PURCHASER reserves the right to retail merchandise without restriction as to mark up or retail price and to obtain any other merchandise, fixtures, or supplies from any source of the PURCHASER'S choice.

PURCHASER hereby acknowledges that **NO GUARANTEE** has been given with respect to the amount of income or profits, if any, which PURCHASER will derive from resale of any merchandise.

This Purchase Order is **NOT** subject to cancellation after (3) business days from the signing hereof unless otherwise provided herein. If less than full payment of total purchase is made herewith, and if PURCHASER fails to pay any balance when due, the amount paid with the Purchase Order will be retained by LIBERTY OPPORTUNITIES, INC.

The PURCHASE ORDER shall become a **BINDING CONTRACT** on the prospective parties upon the placement of their signatures hereof, with final approval and acceptance resting with LIBERTY OPPORTUNITIES, INC. Should LIBERTY OPPORTUNITIES, INC. be unable to approve same within ten (10) days after its receipt hereof, the PURCHASER shall be notified immediately and the amount paid herewith shall be promptly refunded.

PURCHASER agrees not to reveal buying resources or trade secrets of Liberty Opportunities, Inc. to any person or firm not associated with their personal business.

At PURCHASER'S request LIBERTY OPPORTUNITIES, INC. may assist by helping to develop a business proposal which Purchaser may submit to local lenders. Liberty Opportunities, Inc. will not work with a third party compensated by Purchaser.

LIBERTY OPPORTUNITIES, INC. agrees to assist PURCHASER in site location and lease negotiations if requested by PURCHASER... Liberty Opportunities, Inc. recommends that PURCHASER obtain legal consultation in finalizing Purchaser's lease.

LIBERTY OPPORTUNITIES, INC. will provide newsletter and e-letter communications for as long as Purchaser owns their store.

LIBERTY OPPORTUNITIES, INC. at PURCHASER'S request, will provide free consultation and recommendations for as long as PURCHASER owns their store.

LIBERTY OPPORTUNITIES, INC. agrees to make all its buying resources available to PURCHASER as well as continuous updates on new resources as they become available through research.

INITIAL INVENTORY: Consisting of \$15,000.00 wholesale merchandise. A purchase of an additional \$5.00 per square foot is recommended for the Dollar Value and Party Programs.

STORE FIXTURES: Checkout counter, gondola shelving, slat wall and peg/slat hooks in selling area. For locations larger than 1500 square feet, \$6.00 per square foot will be added for additional fixtures.

FIXTURE INSTALL: Liberty Opportunities, Inc. will provide installation of all fixtures included in program.

SUPPLIES, as follows:	Store Manual	Buyers Guide
Fax/Copier machine	Promotional Idea Manual	Advertising Manual
Tissue wrap	Pre-Opening Guide	Training Manual
Two (2) pricing guns	Two (2) multi-dept. cash registers	Twelve (12) shopping baskets
3000 plastic bags & 2 bag holders		Twelve (12) rolls cash register tape
Two (2) Shopping Carts		

POINT OF SALE SYSTEM: P.O.S system may be added to your program upon PURCHASER'S request. Contact a Liberty Opportunities, Inc., representative for details and investment breakdown.

TRAINING: Liberty Opportunities, Inc. will provide consultation and store merchandising to PURCHASER at store location. One trainer will be available at PURCHASER'S store for a maximum of two and a half days.

LIBERTY OPPORTUNITIES, INC. will provide 1,000 custom flyers for the Grand Opening.

LIBERTY OPPORTUNITIES, INC. will pay freight charges on initial inventory, fixtures and supplies included in the program to anywhere in the continental United States.

LIBERTY OPPORTUNITIES, INC. will arrange and pay round trip airfare for two people (excluding first class) for selection of initial inventory.

LIBERTY OPPORTUNITIES, INC. will arrange and pay hotel accommodations for two people (double occupancy) for selection of initial inventory. (Including breakfast and lunch).

PURCHASER has the option to change programs and apply deposit.

The PARTIES hereto agree this PURCHASE ORDER shall be deemed to have been executed in the State of Arkansas and the laws of the State of Arkansas shall govern any interpretation of this Purchase Order.

PURCHASER has read and agrees this PURCHASE ORDER contains the full understanding of the parties and there are no oral or written representations, agreements, or understandings other than those expressly contained herein. No termination, alteration, modification, variation or waiver of this Purchase Order or any other revisions hereof, shall be effective unless in writing and executed by both parties.

