

PURCHASE ORDER

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

Please enter my (our) order for the \$147,900.00 Dollar/Variety or Party Program (U.S. Dollars)

Recommended Square Footage: 5000

PURCHASER: _____ PHONE: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Please accept herein my (our) CASHIER'S CHECK, MONEY ORDER or CREDIT CARD in the amount of \$10,000.00 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 \$68,000.00 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 5000 square feet, \$6.00 per square foot will be added for additional fixtures. To save additional funds, purchaser will be responsible for installing fixtures. Liberty Opportunities, Inc. will provide layouts and guidance.

FIXTURE INSTALL: If Purchaser chooses not to save additional funds, Liberty Opportunities, Inc., will arrange to install fixtures included in package for \$2.00 per square foot (Maximum \$4,000).

SUPPLIES, as follows:	Store Manual	Buyers Guide
One (1) fax machine	Promotional Idea Manual	Advertising Manual
Tissue wrap	Pre-Opening Guide	Training Manual
Two (2) pricing guns		Twenty Four (24) shopping baskets
7000 plastic bags & 2 bag holders		Ten (10) shopping carts

POINT OF SALE SYSTEM (Two User Package):

P.O.S software with Inventory Control	1 Network Router/Switch
1 Laser or Inkjet Printer	2 Thermal Receipt Printers
2 Barcode Scanners	2 Cash Drawers
1 Case Receipt Paper	2 Years Product Support
2 Personal Computers, 1 GB RAM XP-PRO 60+GB-HD	

TRAINING: Liberty Opportunities, Inc. will provide consultation and store merchandising to PURCHASER at store location. A trainer will be available at PURCHASER'S store for a maximum of three and a half days. LOI will pay for four additional workers for three days, eight hours each day.

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.

PURCHASER has received and read the written disclosure document of Liberty Opportunities, Inc., as required by law, a minimum of three (3) days prior to signing this agreement.

PURCHASER: _____ DATE _____

PURCHASER: _____ DATE: _____

ACCEPTED BY LIBERTY OPPORTUNITIES, INC. DATE: _____

NAME: _____ TITLE: _____

CANCELLATION

YOU HAVE THREE (3) BUSINESS DAYS IN WHICH YOU MAY CANCEL THIS CONTRACT FOR ANY REASON BY SUBMITTING YOUR REQUEST IN WRITING TO SELLER. IF YOU CHOOSE TO MAIL YOUR NOTICE, IT MUST BE PLACED IN THE UNITED STATES MAIL PROPERLY ADDRESSED, FIRST-CLASS POSTAGE PREPAID AND POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF SIGNATURE. IF YOU CHOOSE TO DELIVER YOUR NOTICE DIRECTLY, IT MUST BE DELIVERED BEFORE THE END OF THE NORMAL BUSINESS DAY TO LIBERTY OPPORTUNITIES, INC. 2395 PRINCE STREET, CONWAY, AR 72034. (FAX 1-501-327-0593)

CREDIT CARD AUTHORIZATION

You may wish to put all, or part, of your deposit on credit card:

Please charge \$ _____ to my VISA Discover
 Master Card American Express

Name on Credit Card: _____

Credit Card Number: _____

Expiration Date: _____ Three digit credit card security number: _____

Credit Card Billing Address:

Street: _____

City: _____ State: _____ Zip _____

This order is not subject to cancellation after three (3) business days from the signing hereof.

Authorized signature: _____ Date: _____