

PURCHASE ORDER

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

Please enter my (our) order for the \$89,900.00 Gift Program (U.S. Dollars)

Recommended Square Footage: 2000

PURCHASER: _____ PHONE: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Please accept herein my (our) CASHIER'S CHECK, MONEY ORDER or CREDIT CARD in the amount of \$5,000.00 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 \$38,000.00 wholesale merchandise.

STORE FIXTURES: Liberty Opportunities, Inc. will allow \$12,000 towards the purchase of your store fixtures and counter. Liberty Opportunities, Inc. will recommend the fixtures that are designed best to enhance sales. To save additional funds, purchaser will be responsible for installing fixtures. Liberty Opportunities, Inc. will provide layouts and guidance.

SUPPLIES, as follows:	2 Multi-dept Cash Registers	Gift Buyers Guide
	One Fax/Copier Machine	Advertising Manual
	12 Rolls Register Tape	Store Manual
	5000 Plastic Bags	Promotional Idea Manual
	300 Gift Boxes	Training Manual
	Two 2-Line Labeler	Pre-Opening Guide
	12 Rolls Labels	Tissue Wrap
	500 Registration Cards	500 Lay-away Tags
	1 Box Jewelry Tags	

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).

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: _____