

**PURCHASE ORDER**

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

Please enter my (our) order for the \$69,900.00 Apparel 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 \$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.

Page 2 of 3 \$69,900 Program.

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 \$30,000.00 wholesale merchandise.

STORE FIXTURES:      Checkout Counter  
                              (20) Chrome Floor Racks  
                              (36) 7-Ball Waterfall Displays

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	1 Hanger Stacker
	16 Cases Dress/Blouse Hangers	12 Rolls Register Tape
	12 Cases Skirt/Pant Hangers	Pre-Opening Guide
	500 Registration Cards	Fashion Show Manual
	500 Lay-away Tags	Advertising Manual
	2000 Plastic Bags & Bag Holder	Promotional Idea Manual
	1 Floor Model Apparel Steamer	Training Manual
	2 Tagging Guns	Store Merchandising Guide
	5000 Plastic Strings	Apparel Buyers Guide
	3000 Pricing Tickets	4 Apparel Form Displays
	1 Fax/Copier Machine	

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. A trainer will be available at PURCHASER'S store for a maximum of two and a half days. LOI will pay for one additional worker for two 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).

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.

