

EXTREME DIGITAL PRODUCTS, INC. PURCHASE AGREEMENT

(please electronically fill out the form, print, and mail with your check)

THIS AGREEMENT made and entered into this _____ day of _____, 2006 by and between FACES 'N CUPS, INC. of the City of Las Vegas and County of Clark, State of Nevada, a Nevada Corporation party of the first part, and _____, party of the second part.

WITNESSETH:

That the party of the first part hereby agrees to sell to the party of the second part, and party of the second part agrees to purchase from the party of the first part, a *Extreme Digital Entertainment Center 2006* together with training on how to operate said system, complete with Extreme Digital Products, Inc. Trade Secrets. Training shall include all phases of the digital imaging processing system, including but not limited to posing people, proper lighting, adjusting of printer for best results, three (3) days of training (at your site) and a complete understanding of all equipment.

Seller in no way warrants the success of buyer but will assist in initial marketing plan if requested to do so.

The total purchase price of this Digital Imaging System shall be:

NINE THOUSAND ONE HUNDRED FIFTY (\$9,150.00) DOLLARS

Plus any applicable sales tax as required by the State of Nevada, or the state, or country of delivery, payable in U.S. Dollars by check, company check, or money order.

Equipment will take no longer than twenty one (21) days to deliver from the date of receipt of payment.

The Digital Imaging System shall consist of the imaging equipment as described in the literature and demonstrated. It shall consist of a Extreme Imaging Computer with a 512MB of RAM, 80GB HD, 56K modem and a Intel P-4 1.6 GHz Processor, Windows XP with Imaging Operating Software, 19 inch LCD Flat Screen Color Monitor, DX7630 6.1MP Digital Camera, Scanner, Extreme Imaging 8000 Color Printer (small format printer) , Extreme Imaging 980 Color Printer (large format printer), Heavy Duty Mug Press, Commercial Heavy Duty Shirt/Mouse Pad Press, Commercial Heavy Duty Hat Press, Heavy Duty Plate Press, starter pack that shall include enough wholesale product inventory to create \$5,000. in retail sales, operator manuals, and training (three [3] days) at your site. Some items may be substituted at no loss of quality.

Faces 'N Cups, Inc. shall instruct party of the second part on how to achieve quality photo products similar to party of the first part. Faces 'N Cups, Inc. guarantees that any substitution of any equipment shall not affect the quality of the photo product but only enhance the product being produced.

THIS AGREEMENT supersedes all prior negotiations between the parties hereto, and it is expressly understood that this sale is based upon no other representations, save and except those expressly set forth herein.

THE BUYER hereby asserts and declares he has had every opportunity to investigate the imaging system and that he is purchasing same voluntarily on his judgment, and that relying on his own judgment, as to volume of profits of said digital imaging system, and does not rely upon representations of anyone.

IT IS FURTHER AGREED AND UNDERSTOOD that seller deliver equipment with full factory warranties, undamaged on or before the _____ day of _____, 2006 to _____ or other location of buyers choosing.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS THIS DAY OF _____, 2006.

EXTREME DIGITAL PRODUCTS, INC.

1533 Iron Springs Drive

Las Vegas, NV 89144

702.365.6847