PROPERTY DISPOSITION SERVICES AGREEMENT

PropertyRoom.com, Inc., a Delaware corporation ("PropertyRoom"), enters into this agreement (the "Agreement"), identified below (the "Owner") for the auction and disposition of personal property (the "Disposition Services"), in ac Terms and Conditions and Addenda, if any, attached hereto and listed below.

Beginning _____December 1, 2007 , (the "Start Date") Owner engages the Disposition Services of Proj Agreement will terminate on ______December 1, 2008 _____" (the "Termination Date"), or at such other tir herein.

OWNER	INFORMATION:

Jonesboro Police Department

(Owner Name)

410 W. Washington Ave

(Address)

SCHEDULES, SUPPLEMENTS AND OTHER ATTACHMENTS: (Mark only if included)

Terms and Conditions

Addendum

Jonesboro, Ar 72401

(870)935-6710

(Phone)

THIS AGREEMENT INCLUDING ALL OF THE TERMS AND CONDITIONS SET FORTH ON THE ATTACH CONDITIONS, AND ALL OTHER ATTACHMENTS INDICATED IN THE BOX ABOVE, IS THE PARTIES' ENTI AND CANNOT BE MODIFIED EXCEPT IN WRITING BY THE DULY AUTHORIZED REPRESENTATIVES OF B

EXECUTED on the date(s) indicated below:

Property Room, Inc.

By.

Date

PropertyRoom.com, Inc. 26421 Crown Valley Parkway, Suite 200 Mission Viejo, California 92691 Phone: 800-799-2440

TERMS AND CONDITIONS

1. Property to be Sold. From time to time, Owner will designate items of personal property (the "Property") that it (to PropertyRoom for Disposition Services. Property Room retains the right to accept or reject certain items in its sol

2. Title. Owner shall retain legal title to the Property until it is purchased by auction or otherwise disposed of in acc Agreement at which time Owner will be deemed to have transferred title to the purchaser or other acquirer of the Owner appoints Property Room as its attorney-in-fact to sign any and all documents necessary to assign to purch all of Owner's right, title and interest in and to Property sold or disposed. All cash receipts, accounts receivable notes, general intangibles, and other rights to payment of every kind, arising out of the sales and disposi (collectively the "Proceeds") belong to Owner, subject to PropertyRoom's right to PropertyRoom's Net Proattributable to Credit Card Costs and other transaction costs. Owner's Property shall, at all times before sale subject to the direction and control of Owner.

3. Method of Setting Property. PropertyRoom will, on Owner's behalf, list Property for sale by auction to the pa Wide Web of the Internet on one or more domain names selected by PropertyRoom. To the extent that any Prop auction, PropertyRoom may, in any commercially reasonable manner selected by PropertyRoom, dispose of F Room will determine all aspects, terms and conditions of auctions of Property and dispositions of Property not pun subject to the ultimate control of Owner. Property Room will be responsible for all phases of submitting the Proincluding, but not limited to, determining when Property will be auctioned, setting the opening and reserve prices of determining the selling price, setting the length of time a Product will be auctioned; creating text and graphics to do Property submitted for auction; collecting all purchaser information (such as purchaser's name, billing address, and credit card information); approving purchasers' credit card purchase transactions; and collecting auction proce sales from purchasers. PropertyRoom shall use its best efforts in auctioning and selling the Property on the interne Property that does not sell at auction. Property Room shall sell and dispose of all Property "as is" without any tiat PropertyRoom is solety responsible for identifying and resolving sales and use tax collection issues arising fro including the necessity of charging and collecting such taxes.

4. Allocation of Sales Proceeds.

a. The total amount paid by the purchaser shall be called the "Sales Price". The Sales Price shall incluc amount (the "Winning Bid") and all costs, shipping and handling charges, taxes, and insurance costs at transaction and paid by the purchaser.

b. For each item of Property, Owner will be credited with 50% of the first \$1,000 of the Winning Bid and 7 if any, of the Winning Bid that exceeds \$1,000. From this amount, the owner's pro rate share of transa assessed by the credit card processor ("Credit Card Costs") will be deducted.

c. Credit Card Costs will be borne by Owner and Property Room in proportion to the percentage of the rethe parties for each underlying transaction.

d. Amounts received by the Owner will be called "Owner's Net Proceeds".

The following example illustrates how proceeds of a sale are to be allocated. Assume an item of Property se Winning Bid of \$100; the buyer pays shipping and handling of \$10, insurance of \$2, and sales tax of \$6. The bu Price of \$118.00 by credit card, and the Credit Card Costs are 2% of the Sales Price. The Credit Card Cost is the x.02). The Owner and PropertyRoom each share 50% of the underlying Winning Bid, therefore Credit Card Co: equally (\$1.18 each). The Owner's Net Proceeds are \$46.82 (\$50.00 less \$1.18).

5. Payment Terms. Not less than once every month, Property Room will pay to Owner the amount of Owner's Ne for completed sales during the preceding month. Sales are deemed completed when all items comprising a line manifest or other list of Property are sold. With each payment of Owner's Net Proceeds, PropertyRoom will make a detailed report setting forth the following information for the immediately preceding month: (i) the completed si month, including the total amount of related proceeds collected, the Owner's and Property Room's share of Cre Owner's Net Proceeds; (ii) other dispositions of Property during the month; (iii) the Property, if any, inventoried is the end of the month.

6. PropertyRoom's Obligations Concerning Property in its Possession. With respect to Property in Property (i) PropertyRoom will exercise due care in the handling and storage of any Property; (ii)

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PropertyRoom shall keep the Property free of liens, security interests, and encumbrances, and shall pay when charges with respect to the Property; (iii) PropertyRoom shall sign and deliver to Owner any UCC-1 financing st documents reasonably requested by Owner; (iv) PropertyRoom shall obtain and maintain insurance in an amou Property Room) not less than the replacement value of Property in its possession. The insurance will cover the Prr theft, and extended coverage risks ordinarily included in similar policies. PropertyRoom shall give Owner a certification of the upon Owner's request.

7. Owner's Obligations. Owner will use its best efforts to provide to PropertyRoom such Property as becomes at the public. Owner will complete paperwork reasonably necessary to convey custodial possession of the its PropertyRoom, including a written manifest or list that describes the item of Property in sufficient detail for ide agrees that it will not provide Property that is illegal or hazardous, including but not limited to explosives, fireau unauthorized copyrighted material ("knock-offs"), poisons or pharmaceuticals.

8. Restrictions on Bidding. PropertyRoom and its employees and agents may not directly or indirectly bid for or p auctioned Property on the PropertyRoom web site.

9. Representations and Warranties of Owner. Owner hereby represents, warrants and covenants as follows: (i) to PropertyRoom is available for sale to the general public without any restrictions or conditions whatever; and (ii) all required actions under applicable law that are conditions precedent to Owner's right to transfer title to the Prop (the "Conditions Precedent").

10. Books and Records. Property Room will keep complete and accurate books of account, records, and oth respect to this Agreement (the "Books and Records") for at least three years following expiration or termination Upon reasonable notice, the Books and Records will be available for inspection by Owner, at Owner's expense, at the Books and Records are regularly maintained, during normal business hours.

11. Term and Termination. Unless terminated earlier, the term of this Agreement will begin on the Start Date ar Termination Date. This Agreement may be terminated if there is a breach by either party of any obligation, represe contained in this Agreement, upon thirty days prior written notice to the other party unless the breach is cured v period, provided, however, if the breach is not capable of being cured within thirty days, the breaching party will amount of time to cure the breach if it begins to cure during the thirty day period and proceeds diligently thereafter will specify the precise nature of the breach. The rights of the parties to terminate this Agreement are not exclusive and remedies available at taw or in equity, and such rights will be cumulative. The exercise of any such right preclude the exercise of any other rights and nemedies. Notwithstanding any termination by either party (PropertyRoom will continue to remit amounts due to Owner under this Agreement in connection with any sale effective date of the termination. At the time of termination, any unsold inventory shall continue to be auctioned by returned to Owner, at owner's election and cost.

12. Indemnification. Subject to the limitations specified in this Section 12, each party will indemnify, hold harmli other party and its agents and employees from and against any and all losses, claims, damages, liabilities, whet expenses (including reasonable legal fees and expenses), judgments, fines and other amounts paid in setti suffered by any such person or entity arising out of or in connection with (i) the inaccuracy of any representation o the party hereunder, (ii) any breach of this Agreement by the party, or (iii) any negligent act or omission by the pa or agents in connection with the performance by the party or its employees or agents of obligations hereu negligent act or omission was not done or omitted at the direction of the other party.

13. Limitations on Liability, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OT INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT P ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THE AGREEMEN PROPERTY, OR ARISING FROM ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMI REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (COLLECTIVELY, "DISCLAIMED DAMAGES") EACH PARTY WILL REMAIN LIABLE TO THE OTHER PARTY TO THE EXTENT ANY DISCLAIMED DAMAGES") EACH PARTY WILL REMAIN LIABLE TO THE OTHER PARTY TO THE EXTENT ANY DISCLAIMED DAMAGES BY A THIRD PARTY AND ARE SUBJECT TO INDEMNIFICATION PURSUANT TO SECTION 12. LIABILITY THIS AGREEMENT WILL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. THE MAXIM ONE PARTY TO THE OTHER PARTY FOR ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREE EXCEED THE AGGREGATE AMOUNT OF PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY HE YEAR IN WHICH LIABILITY ACCRUES; PROVIDED THAT EACH PARTY WILL REMAIN LIABLE FOR AMOUNT OF ANY PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY PURSUANT TO T NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, OWNER'S LIABILITY IS NOT

LIMITED UNDER THIS AGREEMENT WITH RESPECT TO LIABILITY ARISING FROM OWNER'S FAILURE TO S ALL CONDITIONS PRECEDENT.

14. Notices. Any notice under this Agreement must be in writing. Initially the addresses of the parties will be a Property Room: PropertyRoom.com, Inc, Attn: Steven Lupinacci, President, 26421 Crown Valley Parkway, Suite 2 California 92691; and (ii) If to Owner: At the address stated below Owner's Signature block on the first page of this parties may, from time to time and at any time, change their respective addresses and each will have the righ address any other address by at least ten days' written notice to the other party.

15. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as t valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under ap provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the remaining provisions of this Agreement.

16. Complete Agreement. This Agreement and any related documents delivered concurrently herewith, cor agreement between the parties relating to the subject of this Agreement and supersede any prior understandin representations by or between the parties, written or oral, which may be related to the subject matter hereof in any

17. Attorneys' Fees and legal Expenses. If any proceeding or action is brought to recover any amount under this or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of this Agreenr party will be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fi which will be fixed by the court, and will be made a part of any judgment rendered.

18. Further Assurances. Property Room and Owner will each sign such other documents and take such actions reasonably request in order to effect the relationships, services and activities contemplated by this Agreement ; and document those activities.

19. Governing law. The internal law, and not the law of conflicts, of the state in which the Owner is located will g concerning the construction, validity and interpretation of this Agreement and the performance of the obligatior Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Ow the parties waive any right to object to the venue.

20. Relationship of the Parties. The relationship created hereunder between Owner and Property Room wi independent contractors entering into an agreement. No representations or assertions will be made or actions ta that could imply or establish any agency, joint venture, partnership, employment or trust relationship between the j to the subject matter of this Agreement. Except as expressly provided in this Agreement, neither party will hap power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any li whatsoever on behalf of the other, to any person or entity. 'Mlenever Property Room is given discretion in this Aj Room may exercise that discretion solely in any manner PropertyRoom deems appropriate.

21. Force Majeure. Neither party will be liable for any failure of or delay in the performance of this Agreement such failure or delay is due to acts of God, public enemy, war, strikes or tabor disputes, or any other cause I reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not to beyond a party's control. Each party will notify the other party promptly of the occurrence of any Force Majeure Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure the term of this Agreement.

22. Counterparts. This Agreement may be signed in any number of counterparts.

Jonesboro, AR 72403 (870)935-0305