



First State Depository Company, LLC

"Custody-Plus" Depository Account Agreement

This agreement dated _____ ("Agreement"), is between **First State Depository Company, LLC** (First State), a Delaware limited liability company located at 100 Todds Lane, Wilmington DE 19802, and _____, a _____, located at _____ (Company), (together, the Parties).

Whereas, Company wishes to store in the secure facilities of First State, certain assets said-to-contain gold, silver, platinum, palladium, and other platinum group and/or precious metals in bar, coin, powder, grain, plate, sponge or other industrial form, certified coins, certified currency and/or bank notes, rare coins, collectibles, negotiable and non-negotiable warehouse receipts, warrants, and other similar instruments, and/or other tangible items (Assets) owned by Company and /or Company's customers; and

Whereas, First State agrees to establish and operate for Company a custody account (Account) for the purpose of accepting, holding as custodian, reporting on, transferring and/or delivering said Assets; and

Whereas, First State further agrees to identify, store and report Company's Assets in the Account by specific mint year, fineness and/or mint mark for bullion coins and/or other non-certified coins; by specific identification number and detailed description for certified coins and certified currency; by brand for hundred ounce silver bars; by individual serial number for receipts, certificates and warrants, and by the unique identification markings, numbers or descriptive details of other Assets that may be stored in the Account (i.e., "Custody-Plus" Service);

Now, therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

- 1. Formal Notice.** For purposes of this Agreement, "Formal Notice" shall be written notice delivered to First State by agent, courier, U.S. Mail, facsimile or electronic mail, which is signed by one (or more, if so required) Authorized Signer(s) of Company (see Paragraph 16 below), with confirmation that transmission was successful, if forwarded by facsimile or electronic mail.
- 2. Account & Control.** All shipments delivered to First State hereunder for and/or by Company said-to-contain Assets will be stored by First State as custodian, and will be recorded and maintained in accordance with this Agreement. Parties agree that Assets stored in Company's Account are deemed to be owned by Company and once credited to the Account, may be acted on by First State only upon receipt of a Formal Notice from Company. First State agrees that upon receipt of at least one (1) business day prior Formal Notice from Company, it will transfer Assets from one account of Company to another designated account within First State's facilities, or prepare Assets for delivery in accordance with Company's Formal Notice.
- 3. Delivery.** Regarding deliveries into First State (In-Shipments), during normal operating hours or at other times as may be mutually agreed upon by the Parties in advance, and with at least two (2) business day's prior Formal Notice, First State will receive In-Shipments of Assets for Company's

Account. For unusually large or non-standard In-Shipments, First State reserves the right to require up to four (4) business day's prior Formal Notice to accept such In-Shipments. Regarding deliveries out of First State (Out-Shipments), First State agrees it will use its best efforts to arrange Out-Shipments from First State's facilities within two (2) business days of receiving Company's Formal Notice. Regarding any Out-Shipment where delivery within a two (2) business day period is not practical or reasonable, First State will use its best efforts to arrange for Out-Shipments within four (4) business days. Notwithstanding the provisions of this paragraph, Company hereby recognizes that unusual depository activity may delay delivery of Company's Assets beyond four (4) business days, and further agrees that First State shall not be liable for any damages arising from such delays.

4. **Reports** -- First State will provide Company with written confirmation of transactions that occur in Company's Account each day. First State also agrees to provide Company with monthly statements for its Account summarizing daily transaction activity and account balances by Asset type. Transaction confirmations and account statements will be provided by U.S. mail, Facsimile, or electronic mail.

5. **Disclaimer** -- First State will not ascertain, nor will it be responsible or liable for, the authenticity and/or correctness of the markings on, or the weight, fineness, value of, or contents of Assets, or on or in any container said-to-contain Assets, currency, or any property delivered into the Account from any source.

6. **Audit And Inspection** -- Company may at any time during normal business hours, at Company's expense, inspect Company's metal, Company's inventory list and other documents and records relating to Company's Account, and the safekeeping facilities of the First State in which any of Company's Assets are kept. Company shall have the right during normal business hours to consult with officers and employees of the First State with respect to any matters related to this Agreement.

7. **Fees** -- First State's current fees and charges for its services hereunder are presented in Attachment A hereto. First State may modify these fees upon not less than sixty (60) days' written notice to Company. Assets stored hereunder, as well as any of Company's account(s) with First State, shall be free of any charge, lien or claim in favor of any person, not including First State, claiming through First State. Fees and charges are due and payable to First State within thirty (30) days of the date on Company's invoice. If First State does not receive payment due within the prescribed 30-day period, Company is delinquent in payment of such bills and First State may assess a late fee of \$30.00 per month or 1.5 % per month of any amount past due, which ever is greater, for as long as the past due amount remains unpaid, but in no case will the late fee be greater than the maximum amount allowed by applicable law.

8. **Insurance** -- First State agrees to maintain in effect all-risk insurance on Assets stored in Account for Company. Upon request from Company, First State will provide a Certificate of Insurance evidencing insurance coverage for Assets held by First State.

9. **Warranty** -- First State is specifically entitled to rely on Company's written directions concerning the disposition, transfer or withdrawal of Assets stored pursuant to this Agreement. Company warrants that all of its written directions to First State concerning the delivery, transfer, withdrawal or shipment of Assets be authorized and hereby holds First State harmless from any claims, damages or loss that Company may suffer as a result of First State's reliance upon such written directions. Company expressly warrants and represents the person(s) executing this Agreement warrant(s) is(are) duly authorized to execute this Agreement on behalf of Company. Company also warrants that all representations made to First State pursuant to this Agreement are true to the best of its knowledge, and that its performance hereunder will comply with all applicable law.

10. **Hold Harmless** -- Company agrees to indemnify and hold First State, its officers, directors and employees free and harmless against all liabilities, damages, losses, expenses, claims, demands, suits, fines or judgments, including but not limited to costs and attorney's fees, which may be suffered by, accrued against, charged to or recoverable from First State, its officers, directors, or employees arising out of Company's acts or omissions except to the extent such damages or liability results from the negligence or intentional misconduct of First State, its officers, directors, employees or of any sub-custodian for First State.

11. **Uninsured Shipment Indemnification** -- Company may request from time to time that First State ship by certain uninsured carriers Assets in First State's custody and understands that it is possible that neither Company nor First State may be entitled to reimbursement from any insurance or other source, if any of the Assets become damaged in transit, do not reach the intended recipient to which Company has requested First State send them, or if Company suffers a loss arising from an act or omission of such carrier. Company hereby releases First State from any liability, loss, cost, expense, or damage, and agrees to indemnify First State and hold First State harmless against any liability, loss, cost, expense or damage which First State may incur as a result of, in connection with, or arising in any manner whatsoever from First State shipping Assets by such uninsured carrier at Company's written request.

12. **Force Majeure** -- First State shall not be liable for any failure to transfer or deliver Assets as provided in written instructions to it pursuant to this Agreement during any period in which the First State is prevented from doing so as the direct and proximate result of war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot, act of civil disobedience, act of public enemy, act of any government or any agency or subdivision thereof judicial action, labor dispute, explosion, storm, technical failure, utility or systems failure, fire or flood, provided, however, that nothing contained herein shall impair the obligation which the First State shall have to substitute insurance proceeds therefor unless such proceeds are not payable by the appropriate insurance carriers by reason of any exclusion contained in the applicable policies.

13. **General Terms** --This Agreement, including all attachments, schedules and exhibits, constitutes the entire agreement and understanding between the parties related to the subject matter hereof, and no representations, inducements, promises or agreements not included herein shall be of any force and effect. This Agreement shall continue until terminated upon sixty (60) days prior written notice of termination by any Party to this Agreement. This Agreement shall be governed by the laws of the State of Delaware. This Agreement shall terminate upon its assignment by Company, unless the assigning party has first obtained First State's written consent to the assignment. The invalidity or un-enforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. The waiver by First State of any of its rights hereunder shall not nullify First State's ability to enforce any provision of this Agreement. Nothing herein shall be deemed or construed to create a partnership or joint venture between or among the Parties. Nothing in this Agreement is intended to confer, expressly or by implication, to any person other than the Parties hereto, any rights or remedies hereunder by reason of this Agreement. This Agreement may not be assigned by any of the Parties hereto without the written consent of the other Parties hereto, which consent shall not be unreasonably withheld, and any attempted assignment in violation of this section is void. This Agreement shall be binding upon the Parties and their respective assigns. The headings of this Agreement are for reference only and shall not limit, expand or define the meaning of the provisions of this Agreement.

14. **Notice** -- Account statements, notices and invoices shall be sent via U.S. mail postage prepaid, by facsimile or via e-mail per the addresses and/or telephone/facsimile numbers as provided in Exhibit B. Except for account statements and invoices, all written communications shall be sent to the appropriate persons/entities and their corresponding addresses as indicated, via Certified U.S. mail, postage pre-paid, return receipt requested, or faxed with confirmation that fax transmission was successful in conjunction with U.S. mail (or any other method described in this section), or

next-day or second-day delivery by a nationally recognized commercial third party carrier which tracks all parcels. Any such written notices shall be deemed effective upon receipt by the intended recipient.

15. Company Authorized Signers; Warranty -- The officers and/or employees of Company listed in Exhibit C will sign as indicated therein ("Authorized Signers"), and is/are authorized, on behalf of Company and in its name, to deposit Assets into the Account; and may direct First State to sell, deliver, transfer, trade, liquidate, pledge or segregate Assets in the Account; to execute any necessary documents to accomplish any of these authorized acts; and to issue instructions to First State, by written or electronic means. First State is authorized and requested to accept and honor, without limit as to amount and without further inquiry, such instructions to deposit or transfer Assets by written or electronic means, when drawn, made, signed, issued or endorsed by the Authorized Signers named above, whether tendered in payment of the individual obligation or deposited to the personal account of such person(s), or any of them, or otherwise. Notwithstanding any other provisions of this Agreement to the contrary, Company will indemnify and hold First State harmless from any and all liabilities, damages, losses, expenses, claims, demands, suits, fines or judgments, including but not limited to, costs and attorney's fees either Company or First State may incur as a result of First State's compliance with the written instructions contained in any Formal Notice signed by any Authorized Signer(s) named herein. The authority of the Authorized Signers identified herein shall continue until revoked by Company, but First State shall be fully protected in acting on such authority and shall not be charged with any notice of the revocation of such authority or the removal of any such person(s) as an Authorized Signer unless and until it shall have actually received a written amendment to this Agreement setting forth such revocation or removal.

16. Jurisdiction, Venue And Waiver -- The Parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The Parties further agree to negotiate in good faith in electing a mutually agreeable arbitrator(s) (not to exceed three). The award by the arbitrator(s), if any, may be entered in any court having jurisdiction thereof. The Parties agree arbitration that any Party initiates shall be held in the State of Delaware.

17. Certification -- Under penalties of perjury, Company certifies that:

A. The number shown in the Agreement is its correct Taxpayer Identification Number (or it is waiting for a number to be issued to it), and

B. It is not subject to backup withholding either because it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup Withholding, as a result of a failure to report all interest or dividends, or the IRS has notified it that it is no longer subject to backup withholding.

AGREED AND EXECUTED AS OF THE DATE ABOVE:

First State Depository Company, LLC (First State) _____ **(Company)**

Signature: _____ (Seal)

Signature: _____ (Seal)

Name: _____

Name: _____

Title: _____

Title: _____

Tax ID No. _____

FSDC CUSTODY PLUS SERVICE FEES

Storage Services -- *First State* provides services including, but not limited to receiving, inspecting, securely storing, internally transferring, preparing for release and/or shipment, and reporting the account activity affecting the Assets of its customers. Fees are as follows:

Certified Coins	50 Basis Points (Account Value x .0050)*
Gold, Silver, Platinum, or Palladium Bullion	50 Basis Points (Account Value x .0050)*

* Basis Points listed above are an annual rate; custody fees are calculated and invoiced monthly.

*Custody charges are calculated each day for certified coins by multiplying the market value of each coin in the Account (derived by applying the hierarchy described below**) by the annual rate quoted above, and dividing by 365. Each daily storage charge is then summed to yield the monthly fee (or summed for the applicable portion of the month to yield a partial monthly fee, if appropriate).

Custody charges are calculated each day for all bullion products in the Account by multiplying the closing Spot Price (as published by Kitco) of each metal type (or the daily published Johnson Matthey price, if no Spot Price for the metal exists) by the number of Fine Troy ounces of each metal type in the Account, multiplied by the annual rate quoted above, and dividing by 365. Each daily storage charge for each metal type is then summed to yield the monthly fee (or summed for the applicable portion of the month to yield a partial monthly fee, if appropriate).

Drop Shipping Handling Fee -- \$7.50 per package for domestic shipments / \$25 per package for international shipments, plus all applicable insurance, postage and other courier charges.

Additional service fees, as published by Depository from time to time, may also be charged on a per usage basis.

Custody fees and all other applicable account charges will be billed to Company monthly, in arrears.

Minimum Fee -- **A minimum monthly fee of \$20 per Account will apply in any month Assets of any value are held in the Account for one day or more.**

** **Certified Coin Market Pricing Hierarchy** – For invoicing purposes, Certified Coins are valued using prices obtained from the following sources in the order listed:

1. Greysheet Weekly.
2. NumisMedia
3. Greysheet Monthly
4. Greysheet Quarterly
5. Bluesheet Weekly (PCGS or NGC Bid as applicable. Non-PCGS/NGC coins are valued using NGC values)
6. Certified Coin Exchange (CCE) bids for “Sight Seen” coins
7. CCE Bids for “Sight Unseen” coins
8. Collector’s Universe PCGS Price Guide (for PCGS coins only)
9. Value Assigned when received (value assigned will not change unless manually updated upon request.)

Miscellaneous Depository Service Fees

1. **Shipment Preparation / Release Fees (Out-shipment Fees):** \$19.50 per package
2. **Priority Drop Shipments** – Same Day Notice (prior to 2:00 PM) – Included as a part of First State’s service excellence policy.
3. **“Private Label” Packaging Service and/or Package Insert Service** – Negotiable based on quantity and frequency of service.
4. **Overtime** – Two Staff Members (Dual Control) @ \$40 / per person = \$80 / Hour or portion of hour.
5. **Import / Export Customers Clearance Assistance** -- \$150 per Shipment, plus applicable Customs & Bonded Warehouse fees.
6. **40% and 90% U.S. Silver Coin Bag Services:**
 - a. Weight Verification – No charge. All bags are weighed at least twice prior to entering our vault.
 - b. Coin Count Verification -- \$15 per Bag
7. **Personal Customer Pick-Ups at Depository** -- \$30 per pick-up

NOTICE

Account statements, notices, bills and invoices shall be sent via U.S. mail postage prepaid, by facsimile, or via e-mail per the addresses and/or telephone/facsimile numbers provided in Attachment B hereto. Except for account statements and invoices, all other notices or written communications shall be sent to the appropriate persons/entities and their corresponding addresses via Certified U.S. mail, postage prepaid, return receipt requested, or faxed with confirmation that fax transmission was successful in conjunction with U.S. mail (or any other method described in this section), or next-day or second-day delivery by a nationally recognized commercial third party carrier which tracks all parcels. Any such notices shall be deemed effective upon receipt by the intended recipient.

A. First State shall send Account Statements to Company as indicated below.

(Company: please check your notification preference and complete this section.)

Send via [_____] U.S. Mail // [____] Facsimile // [____] E-Mail

Send Statements [____] Daily // [_____ } Weekly // [_____ } Monthly

Company Name: _____

Attn (Individual's Name): _____ Title: _____

Address: _____

Tel No: _____ Fax No: _____

E-Mail Address: _____

B. First State shall send Account Invoices to Company as indicated below.

(Company: please check your notification preference and complete this section.)

Send via [_____] **U.S. Mail** // [____] **Facsimile** // [____] **E-Mail**

Company Name: _____

Attn (Individual's Name): _____ Title: _____

Address: _____

Tel No: _____ Fax No: _____

E-Mail Address: _____

C. Company shall send all Notices to First State as follows:

FSDC, LLC
Attn: Accounts Manager
100 Todds Lane
Wilmington DE 19802

Exhibit C

COMPANY'S AUTHORIZED SIGNERS

Company Authorized Signers; Warranty -- Any _____ (not more than two) of the officers and/or employees of Company whose names and corresponding signatures are listed below, may act for Company in accordance with the provisions of Paragraph 18 of this Agreement:

M _____ / _____ will sign _____
Printed Name Title Signature

M _____ / _____ will sign _____
Printed Name Title Signature

M _____ / _____ will sign _____
Printed Name Title Signature

M _____ / _____ will sign _____
Printed Name Title Signature

M _____ / _____ will sign _____
Printed Name Title Signature