

## **GAINESVILLE COINS, LLC STORAGE AGREEMENT**

**THIS GAINESVILLE COINS, LLC STORAGE AGREEMENT** (the or this "Agreement") is made and entered into by and between **GAINESVILLE COINS, LLC** a Florida limited liability company, its successors and assigns (hereinafter sometimes referred to as "GC") and the undersigned ("You," "Your," or "Customer"). **NOW, THEREFORE**, in consideration of the mutual promises and conditions contained in this Agreement, GC and Customer agree as follows:

**1. Safekeeping:** GC agrees to provide safekeeping storage for the "Assets," as defined below, that are delivered by You to GC and, upon Your written instructions, to deliver, at Your cost, all or part of the Assets in the possession of GC to a destination specified by You. Shipping cost will be calculated using the applicable rates from GC's shipping calculator which calculator includes applicable postage, shipping, and insurance charges.

**2. Segregated Storage; Bailment Relationship:** GC will store Your Assets on a standard-segregated safekeeping basis, wherein GC will physically hold your Assets separate and apart from the assets of its other customers. GC will hold Your Assets subject to a bailment arrangement, whereby You will be a bailor and GC will be bailee. You will retain title to Your Assets during the duration of this Agreement to the extent assets are covered by it, except in the event of action to enforce a security interest or warehouseman's or similar lien or sale or other transfer of such Assets by You.

**3. Statements:** GC agrees to provide You with periodic statements listing the Assets held by GC in safekeeping and You agree to notify GC of any inaccuracies within thirty (30) days of Your receipt of such statements. You agree that if You fail to notify GC of any inaccuracies in these statements within this time period, such failure shall constitute a waiver and release by You of any damages you incur as a result thereof.

**4. Insurance:** GC agrees to use commercially reasonable efforts to maintain loss or damage insurance coverage, including employee dishonesty and theft, covering losses incurred by GC with respect to Assets stored for Your account.

**5. Unacceptable Storage:** You agree that GC storage is only for bullion coins and bullion bars and **NOT** for graded coins, certified coins, collectible coins, or rare coins and that any such coins delivered to GC will be sent back to You at Your expense.

**6. Delivery of Your Assets:** You agree that when You elect to deliver to GC any of Your bullion coins and/or bullion bars (collectively the "Assets"), You will securely package the Assets and You will include a specific list of each item included in the Assets. Upon receipt of Your package, GC will examine and verify the content against Your specific list and thereafter, GC will send You confirmation of its receipt of the Assets and specific discrepancies, if any, with the items it receives with Your list.

**7. Storage:** Any order that selects vault storage or any delivery of Assets into a vault storage account will be assigned a unique storage number within a storage account.

**8. Disclaimer:** GC SHALL NOT ASCERTAIN NOR BE RESPONSIBLE NOR LIABLE FOR THE AUTHENTICITY OR CORRECTNESS OF THE MARKINGS ON, OR WEIGHT, CONTENTS, FINENESS OR VALUE OF ASSETS, INCLUDING, BUT NOT LIMITED TO ASSETS, CURRENCY, OR ANY PROPERTY PLACED IN YOUR ACCOUNT (EXCEPT PURSUANT TO SEPARATE AGREEMENT WITH YOU, IF APPLICABLE).

**9. Title to Assets:** You represent and warrant that You have absolute legal title to all the Assets delivered or to be delivered to GC, that the Assets are free and clear of all liens (statutory or otherwise), security interests, claims, pledges, licenses, equities, options, conditional sales contracts, assessments, levies, reservations, restrictions, limitations, charges or encumbrances of any nature whatsoever, and that You have the authority to execute and delivery this Agreement and once executed by You, the Agreement shall constitute a valid, binding agreement of You, enforceable in accordance with its terms.

**10. Joint Obligors:** You agree that if Your GC Account is to be owned by multiple parties (hereinafter collectively referred to as "Obligors"), all such Obligors shall be specifically identified and shall execute a copy of this Agreement. Further, the Obligors agree that they shall all be jointly and severally liable on this Agreement and, by the Obligors signature hereto, do hereby consent and agree that all Assets in the GC Account are to be held as

(Initial Here \_\_\_\_\_ if) Joint Tenants with Rights of Survivorship ("JTWS"), or

(Initial Here \_\_\_\_\_ if) Joint Tenants without Rights of Survivorship ("JTWS").

The Obligors agree that each is the agent for the other and that each is authorized to act individually under the terms and conditions of this Agreement, including exercising the authority to receive, deposit, withdraw or transfer the Assets held in the GC Account at any time. If You checked JTWS, upon the death of one Obligor, the Assets held in the GC Account shall become the absolute property of the surviving Obligor(s) and if You checked JTWS, upon the death of one Obligor, the deceased Obligor's estate shall continue ownership of deceased Obligor. The Obligors jointly and severally agree to indemnify, defend, and hold GC harmless from any liability or damage GC may incur from its compliance with this paragraph, including the delivery, deposit, withdrawal or transfer of the Assets held in the GC Account. The Obligors further agree the terms outlined herein shall inure to, and be binding upon each of their heirs, executors, assigns and administrators, as well as themselves.

**11. Security Interest:** You hereby grant to GC a security interest in the Assets in order to secure Your payment of GC Invoices, late fees, and expenses as provided in this Agreement. Upon Your default, GC shall have all rights and remedies of a secured party under the Uniform Commercial Code and any and all rights and remedies available to it under any other Florida law; and You agree GC may sell any individual item(s) included in the Assets in sufficient quantities to recover the amounts due and owing. GC agrees to remit to you any balance remaining from such sale, after deducting the amount due it and the costs associated with the sale transaction, including but not limited to attorney's fees, if any. GC will give You reasonable notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to You at Your address as reflected on the records of GC, at least five (5) days before the time of the sale or disposition. Expenses of preparing for sale, selling, or the like, shall include GC's reasonable attorney's fees.

**12. Storage Charges:** You agree to pay GC storage charges and processing fees (the "Invoice") calculated in accordance with the attached Exhibit "A," which charges and fees may be modified by GC at any time hereafter subject to providing You with thirty (30) days prior written notice. If GC fails to receive your payment within ten (10) days of date on each monthly Invoice, time being of the essence, You agree to pay GC a late fee of the greater of thirty dollars (\$30.00) or one and one-half percent (1.5%) of the amount due on that Invoice.

**13. Termination:** This Agreement may be terminated by either party upon fifteen (15) days' prior written notice. You shall be required to pay all outstanding storage charges as well as delivery charges on the return or forwarding of Your Assets to another bailee.

**14. Uninsured Shipping/Force Majeure:** You may request from time to time that GC ship Your assets in GC's possession by certain uninsured carriers and GC and You acknowledge and understand that it is possible, in such instance, that neither GC nor You may be entitled to reimbursement from any insurance or other source, if any, if such assets become lost or damaged in transit. You hereby release GC and its affiliates from any liability, loss, cost, expense or damage arising from any such damage to or loss of assets. GC shall not be liable for any failure to transfer or redeliver, or physically deliver, Your assets during any period in which GC is prevented from doing so as a result of war, 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, unusual market conditions, or any other act beyond its control.

**15. Notice:** Whenever under the provisions of this Agreement notice or other communication is required or permitted to be given, such notice shall be in writing and shall be deemed to have been given when either hand delivered, delivered by a nationally recognized overnight courier, or sent by certified or registered mail, return receipt requested, to GC at the following address or to You at the address set forth on the signature page hereto or at such other address as shall be furnished in writing to the other party:

\_\_\_\_\_  
*(Printed Name of Customer)*

\_\_\_\_\_  
*(Printed Address)*

\_\_\_\_\_  
*(City, State & Zip Code)*

\_\_\_\_\_  
*Home Phone*

\_\_\_\_\_  
*Business Phone*

\_\_\_\_\_  
*Cell Phone*

\_\_\_\_\_  
*Email*

**Gainesville Coins, LLC.**  
17860 N. US Hwy. 41  
Lutz, FL 33549  
(813) 482-9300  
Email: shirley@gainesvillecoins.com

- *(If more than one (1) Customer, include the name of the other Customer(s) on an attachment; however, the above address shall be the only address used for the GC Account and Invoices will be sent exclusively to the above address)*

**16.** Notwithstanding anything to the contrary, including Section 6 in the Storage Agreement, **GC's only obligation upon receipt of Your Assets shall be to photograph Your Assets, place and seal the Assets in a bag, and have You sign the bag** (if you agree to sign it). Your Assets will then be treated in accordance with, and subject to, the Storage Agreement. GC will return the bag containing such Assets as set forth in the Storage Agreement. GC shall not at any time, and shall have no obligation to, verify the validity, weight, fineness, quality, value, or any other characteristic or authenticity of the items received by GC.

**17. CUSTOMER HEREBY ACKNOWLEDGES THAT CUSTOMER BEARS ALL RISK WITH RESPECT TO THE VALIDITY, WEIGHT, FINENESS, QUALITY, VALUE, OR ANY OTHER CHARACTERISTIC OR AUTHENTICITY OF THE ITEMS RECEIVED BY GC HEREUNDER AND GC SHALL HAVE NO LIABILITY TO CUSTOMER WITH RESPECT TO THE VALIDITY, WEIGHT, FINENESS, QUALITY, VALUE, OR ANY OTHER CHARACTERISTIC OR AUTHENTICITY OF THE ITEMS RECEIVED BY GC HEREUNDER AND CUSTOMER HEREBY WAIVES ANY CLAIMS AGAINST GC WITH RESPECT THERETO.**

**18. Acknowledgment: You acknowledge and agree that You have completely read this Agreement and that prior to signing You have had a sufficient opportunity to examine it and ask questions and consult with an attorneys and other persons of Your own choosing prior to signing this Agreement and that You acknowledge that this Agreement is being signed knowingly and voluntarily and with a full understanding of its terms and effects.**

**19. Miscellaneous:**

**A. Attorneys' Fees and Costs.** The parties agree that if any action at law or equity is required to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all costs of collection, including without limitation, reasonable attorneys' fees and costs incurred in any litigation, mediation, arbitration, or administrative or bankruptcy proceedings, and any appeals there from, in addition to any other relief to which they may be entitled.

**B. Severability.** In case any one or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

**C. Choice of Law, Venue.** It is the intention of the parties that the law of the State of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties. Venue in case of any litigation shall lie solely in Hillsborough County, Florida.

**D. Waiver of Trial By Jury. NEITHER PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR THE DEALINGS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER PARTY HERETO HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.**

**E. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and there are no agreements, understandings, restrictions, warranties, or representations, expressed or implied, oral or written between the parties other than those herein contained.

**F. Signatures.** Facsimile signatures shall be considered for all purposes as originals. Electronic signatures in accordance with *Chapter 668, Florida Statutes* shall be binding upon the party electronically acknowledging the document.

**G. Parties and Interest.** All terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by GC and Customer, their heirs, legal representatives, successors, and assigns.

**H. Authorized Signatures.** Each party represents and warrants that the person signing this Agreement on its behalf has been and is on the date of this Agreement duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

**I. Specific Product Storage.** Orders placed with GC that elect vault storage and include gold buffalos and silver pandas are not guaranteed to be in a contiguous sheet when put into storage.

**EXECUTED BY** the parties on the date indicated immediately below their signatures.

**Gainesville Coins, LLC.**

\_\_\_\_\_ *Authorized Agent*

\_\_\_\_\_ *Printed Name & Title*

\_\_\_\_\_ *Date*

**"Customer"**

\_\_\_\_\_ *Customer Signature*

\_\_\_\_\_ *Printed Name*

\_\_\_\_\_ *Date*

\_\_\_\_\_ *Customer Signature*

\_\_\_\_\_ *Printed Name*

\_\_\_\_\_ *Date*

## Exhibit "A"

### 1. Storage Charge Calculation

The rates listed below are annual charges; however, storage fees will be billed quarterly. Your quarterly storage charge will be the sum of the daily storage fees for the billing period.

The Daily Storage Fee shall be equal to the value of the precious metal bullion (determined by multiplying by the number of ounces of each metal type by the daily AM London spot price for that metal each day), and multiplying that sum by the appropriate annual fee divided by 365. The asset value for the weekends and holidays will be the value calculated for the preceding business day.

**A minimum storage charge of \$15.00 will be charged for every month, or any portion thereof, in which Assets of any value are held in Your account.**

#### Annual Charges

<b>Market Value of Assets</b>	<b>Fee for gold</b>	<b>Fee for silver</b>
\$-0- to \$99,999	0.65%	0.65%
\$100,000 to \$499,999	0.58%	0.60%
\$500,000 to \$999,999	0.50%	0.52%
\$1,000,000 to \$2,999,999	0.48%	0.50%
\$3,000,000 to \$4,999,999	0.45%	0.45%
\$5,000,000 and over	0.42%	0.42%

### 2. Shipment Handling/Processing Fee: \$25.00.

You agree to pay \$25.00 handling/processing fee for each withdrawal from storage. Each invoice in storage must be shipped out separately. The cost of shipping will be in addition to the \$25.00 handling/processing fee.

The \$25.00 handling/processing fee also applies to each invoice customers elect to "view" at Gainesville Coins' showroom.

#### Quarterly Storage Fee Example

**By way of example, suppose that on October 1, 2011, you decided to store 20 oz of gold and 1000 oz of silver with Gainesville Coins.**

**The gold storage fee is calculated daily based on the London AM Spot Fix. For 10/1/11 the daily storage fee is  $(\$1,787 * 20) * (0.0065/365) = \$0.64$ .**

The gold quarterly storage charge for 10/1/12 – 12/31/12 would be the sum of the daily storage fees for the billing period = \$56.27.

The silver storage fee is calculated daily based on the London AM Spot Fix. For 10/1/11 the daily storage fee is  $(\$34.35 * 1000) * (0.0065/365) = \$0.61$ .

The silver quarterly storage charge for 10/1/12 – 12/31/12 would be the sum of the daily storage fees for the billing period = \$53.36.

Storage Charges for Q4 2012 would therefore be  $\$56.27 + \$52.36 = \underline{\$109.63}$ .