

GAINESVILLE COINS, LLC. STORAGE AGREEMENT

[For Use with Trustee or Custodian of Self-Directed IRAs]

THIS GAINESVILLE COINS, LLC. STORAGE AGREEMENT (the or this "Agreement") is made and entered into by and between **GAINESVILLE COINS, LLC.**, a Florida corporation, its successors and assigns (hereinafter sometimes referred to as "GC") and the undersigned trustee or custodian of a self-directed individual retirement account or self-directed Roth IRA on behalf of such individual retirement account or Roth IRA ("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 account to a destination specified by You. Each deposit into Gainesville Coins Storage will be shipped on a per package basis and shipping will be charged according to the posted website rates.
- 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 in an adequate vault. GC will hold Your Assets subject to a bailment arrangement, whereby You will be a bailor and GC will be bailee. GC will not: take title to Your Assets, hold Your Assets out to be its own, have power to dispose of or transfer Your Assets (except as specifically provided for herein or pursuant to applicable law), include Your Assets on any of its balance sheets or view its relationship with You as having created a depository arrangement. 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.
- 4. Insurance:** GC agrees 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. Purchase and Sale Transactions Between GC and You:** In connection with and prior to each consummation of any and each contemplated purchase or sale of assets between You and GC or an affiliate of GC, you agree to cause to be completed and executed the form of document attached hereto as Exhibit B and to cause delivery of such fully completed and executed form to GC prior to consummation of such a purchase and sale transaction.

- 7. 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.
- 8. Title to Assets:** You represent and warrant that You have absolute 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.
- 9. 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 deemed received by You pursuant to Section 12 hereof, at Your address as reflected on the records of GC, at least fifteen (15) 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. The above is not intended to waive, and shall be in addition to, any rights under warehouseman's liens or similar laws that may be applicable to the relationship of the parties.
- 10. 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 anytime 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.
- 11. Termination:** This Agreement may be terminated by either party upon five (5) day's 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.
- 12. 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:

Custodian Name

[Redacted]

Gainesville Coins, LLC.

17860 N. US Hwy. 41

FBO: [Redacted]

Lutz, FL 33549

IRA#: [Redacted]

Phone: (813) 482-9300

Email: sales@gainesvillecoins.com

(Printed Name of Customer)

(Custodian Address)

Business Phone: _____

Email: _____

13. Acknowledgments:

- a. **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.**
- b. **You further acknowledge and agree that GC is not a fiduciary with respect to You (or any beneficiary of any IRA or Roth IRA), that GC has no discretionary power or control with respect to any of Your assets, and that GC has not provided and will not provide any investment advice to you (or any beneficiary of any IRA or Roth IRA), including without limitation, with respect to precious metals. Any information or communications that may have been provided or made by GC to any party were done in a sales capacity and were not intended to constitute and shall not be deemed to constitute investment advice for any purpose.**
- c. **You further acknowledge that you are acting as a passive trustee within the meaning the meaning of Treas. Reg. Sec. 1.408-2(e)(6) and that you are not responsible with respect to investment decisions affecting the applicable individual retirement account or Roth IRA; whereas such power and authority is held solely by the beneficiary of the individual retirement account or Roth IRA.**

14. 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 effect 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 and GC and You waive trial by jury.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

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

"GC"

Gainesville Coins, LLC.

By:

(Authorized Agent)

By:

(Printed Name & Title)

Date:

"Customer"

IRA Custodian

FBO:

Email:

Date:

(IRA Customer Signature)

Terms Read and Approved

Email:

Date:

Exhibit "A"

Storage Charge Calculation for IRAs

The rates listed below are annual charges; however, storage fees will be billed quarterly. Accordingly, Your monthly storage charge will be determined by multiplying the Average Market Value of all the Assets held in Your Account during the appropriate quarter by the applicable storage charge listed below, and the result is then divided by 4 to yield the quarter Storage Charge.

The Average Market Value of the Assets held in your Account during a billing period (whether for a quarter or less than a quarter) shall be equal to the total daily value of all 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 dividing that number by the number of days in the billing period. Asset value for weekends and holidays will be the value calculated for the preceding business day.

A minimum quarterly storage charge of \$42.80 (tax included) will be charged for every quarter, or any portion thereof, in which Assets of any value are held in Your account.

Photographs of items in storage are available on request and will incur a \$15.00 processing fee per storage deposit.

Annual Charges For IRA Storage

Fee for Gold	\$2.00 per \$1,000 of value (20 basis points)
Fee for Silver	\$2.50 per \$1,000 of value (25 basis points)

By way of example, suppose that on January 1, 2011, you decided to store 40 oz of gold and 2000 oz of silver owned by your IRA with Gainesville Coins Storage.

Based on the London AM Spot Fix for 2011, the average GOLD price for the quarter was \$1,375.52. The average market value for the first quarter of 2011 was \$55,020.80 for 40 ounces of gold.

The gold storage charge for the first quarter of 2011 would be $(0.002 * (1,375.52 * 40)) / 4 = \underline{\$27.51}$.

Based on the London AM Spot Fix for 2011, the average SILVER price for the first quarter was \$30.22. The average market value for the first quarter of 2011 is \$60,440.00 for 2000 ounces of silver.

The silver storage charge for the first quarter of 2011 would be $(0.0025 * (30.22 * 2000)) / 4 = \underline{\$37.78}$.

Storage Charges for the first quarter of 2011 would therefore be $\$27.51 + 37.78 = \underline{\$65.29}$.

Exhibit "B"

**Certain Representations and Warranties of Self-Directed IRA Owner
In Connection with a Transaction with Gainesville Coins, LLC.**

"Customer": _____ . **[EXA: Bank X as Trustee for the Person Y Individual Retirement Account #123]**, such individual retirement account being the "IRA."

In connection with purchase or sale transaction involving Gainesville Coins, LLC. ("GC") and the above named Customer described as follows:

(the "Transaction"), the individual (the "IRA Owner") makes the following representations and warranties to GC as of the date hereof:

1. The IRA Owner is the individual beneficiary of the IRA, which is a self directed Individual Retirement Account within the meaning of Internal Revenue Code ("Code") Section 408 or a Roth IRA within the meaning of Code Section 408A.
2. The Customer is acting in its capacity as a passive trustee within the meaning the meaning of Treas. Reg. Sec. 1.408-2(e)(6). The IRA Owner has the sole power and authority to direct investments by the Customer for the benefit of the IRA, including to direct it to engage in the Transaction.
3. In connection with its evaluating and causing the Customer to engage in the Transaction on behalf of the IRA, the IRA Owner has determined that adequate consideration is being paid in connection with the Transaction and has done the following:
 - a. The IRA Owner has made a prudent investigation and applied sound business principles in evaluating the Transaction; and
 - b. either an independent appraisal has been obtained from a qualified independent appraiser in connection with the Transaction or the IRA Owner has diligently explored effecting a transaction similar to the Transaction with at least three other established, independent and regular buyers or sellers (i.e. persons not affiliated with GC) of assets of the type subject to the Transaction; and the Transaction was found to be the most favorable to the IRA; additionally the IRA Owner has accurately listed those buyers/sellers on the signature page hereto.

4. The IRA Owner understands and agrees that GC is not a fiduciary with respect to Customer or the IRA Owner and that GC has not provided and will not provide any investment advice with respect to the Transaction or any purchase or sale of any asset, including without limitation, with respect to precious metals. Any information or communications that may have been provided or made by GC were done in a sales capacity and were not intended to constitute and shall not be deemed to constitute investment advice for any purpose.

The IRA Owner agrees and understands that GC will be relying upon the representations and warranties of the IRA Owner set forth above in entering into the Transaction. The IRA Owner agrees that he or she shall indemnify, defend and hold harmless GC from any losses, damages, or cause of action threatened or commenced against GC arising from the failure of the IRA Owner's representations and warranties set forth above to be true and correct.

Agreed and acknowledged by:

IRA Customer Signature: _____

Print Name: _____

Date: _____

Please list the other independent, established and regular buyers/sellers of precious metal coins and/or bullion that were solicited to explore alternatives to the Transaction (list at least three):

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____