

1 Michael J. Gearin, WSBA # 20982
2 David C. Neu, WSBA # 33143
3 Brian T. Peterson, WSBA # 42088
4 K&L GATES LLP
5 925 Fourth Avenue, Suite 2900
6 Seattle, WA 98104-1158
7 (206) 623-7580

Honorable Christopher M. Alston
Chapter 11
Hearing Location: Seattle, Rm. 7206
Hearing Date: September 1, 2017
Hearing Time: 9:30 a.m.
Response Date: August 25, 2017

8 UNITED STATES BANKRUPTCY COURT
9 WESTERN DISTRICT OF WASHINGTON
10 AT SEATTLE

11 In re:

12 NORTHWEST TERRITORIAL MINT, LLC,
13 Debtor.

Case No. 16-11767-CMA

DECLARATION OF ERIN SHEAR IN
SUPPORT OF TRUSTEE'S SECOND
MOTION FOR ORDER GRANTING
AUTHORITY TO RETURN STORED
INVENTORY TO CUSTOMERS

14
15
16 I, Erin Shear, hereby declare as follows:

17 1. I submit this Declaration in support of the Trustee's Second Motion for Order
18 Granting Authority to Return Stored Inventory to Customers (the "Motion"). I am over eighteen
19 (18) years of age, and I am competent in all ways to testify.

20 2. I am a Custom Sales Representative of Northwest Territorial Mint, LLC ("NWTM")
21 or the "Debtor"). As part of my duties, I have assisted the Trustee in efforts to identify precious
22 metals to specific customers.

23 3. I started working for NWTM in 2007, and have worked in customer service and sales.
24 I have reviewed the photograph of the Franklin Mint car ingot set (the "Car Ingot Set") which the
25 Trustee believes belongs to Steve McAllister. In my experience, the Car Ingot Set is not something
26 that NWTM regularly sold, or would have kept on hand to sell to retail customers.

DECLARATION OF ERIN SHEAR IN SUPPORT OF
SECOND MOTION FOR ORDER GRANTING
AUTHORITY TO RETURN STORED INVENTORY - 1

500502678 v2

K&L GATES LLP
925 FOURTH AVENUE
SUITE 2900
SEATTLE, WASHINGTON 98104-1158
TELEPHONE: (206) 623-7580
FACSIMILE: (206) 623-7022

1 4. A monster box of silver was located in one of the safes at NWTM's Auburn,
2 Washington, facility labeled with the name "Wong." A true and correct photograph of the monster
3 box is attached hereto as Exhibit A.

4 5. Based upon my review of the Declaration of Jody Cannady in Support of the
5 Trustee's Second Motion for Order Granting Authority to Return Stored Inventory to Customers,
6 which describes the stored inventory remaining in the possession of NWTM, it appears that there
7 were 2 - 100 oz silver bars marked for Arnold Abrams ("Abrams"). I have reviewed the business
8 records of NWTM regarding inventory stored on behalf of Abrams. The records confirm that
9 Abrams purchased 2 - 100 oz. silver bars which were placed into storage. The business records
10 further confirm that Mr. Abrams sold 1 - 100 oz. silver bar from his storage account on February 7,
11 2011 - leaving 1 - 100 oz. silver bar in Mr. Abrams' storage account. I found no other record
12 indicating NWTM purchased any additional metal from Mr. Abrams' storage account. Attached
13 hereto as Exhibit B are copies of a purchase invoice, storage invoices, purchase order and an
14 unsigned copy of the bullion storage agreement between Mr. Abrams and NWTM that verify the
15 stored inventory for Abrams.

16 I declare under the penalty of perjury under the laws of the United States that the foregoing is
17 true and correct to the best of my knowledge.

18 EXECUTED this 7 day of August, 2017, at Kent, Washington.

19 

20 _____
21 Erin Shear

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23
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25
26
DECLARATION OF ERIN SHEAR IN SUPPORT OF
SECOND MOTION FOR ORDER GRANTING
AUTHORITY TO RETURN STORED INVENTORY - 2

500502678 v2

K&L GATES LLP
925 FOURTH AVENUE
SUITE 2900
SEATTLE, WASHINGTON 98104-1158
TELEPHONE: (206) 623-7580
FACSIMILE: (206) 623-7022

EXHIBIT A

WONG

2009 MONSTER
ROX

11-19-10

EXHIBIT B



NORTHWEST TERRITORIAL MINT LLC

PO Box 2148
Auburn, WA 98071-2148
Phone: 800-344-6468
Fax: 253-735-2210

Invoice

Bill Arnold Abrams
To: PO BOX 1893
Lakeside, AZ 85929
United States

Ship Arnold Abrams
To: PO BOX 1893
Lakeside, AZ 85929
United States

Order Number: 91257	PO Number:
Date Entered: 09/03/08	Ship Via:
Customer: 08ABRAMSARNO	Salesman: Erin Robinson
Phone: (928) 368-0654	Terms: Bullion Held On Account
FAX:	Contact: Arnold Abrams
FOB: Auburn, WA	

Storage Agreement-CBH
8:44 am

recvd payment 09/08/08 pc#3091 \$2706.00

<u>Item</u>	<u>Qty</u>	<u>Part / Description</u>	<u>Unit Price</u>	<u>Amount</u>
1	2	B10073 / SILVER 100 OZ. PAN AMERICAN BARS	\$1,353.00 / EA	\$2,706.00
			Order Total:	\$2,706.00



NORTHWEST TERRITORIAL MINT LLC

PO Box 2148
Auburn, WA 98071-2148
Phone: 800-344-6468
Fax: 253-735-2210

Invoice

Bill Arnold Abrams
To: PO BOX 1893
Lakeside, AZ 85929
United States

Ship Arnold Abrams
To: PO BOX 1893
Lakeside, AZ 85929
United States

Order Number:	114770	PO Number:	
Date Entered:	11/29/08	Ship Via:	
Customer:	08ABRAMSARNO	Salesman:	Erin Robinson
Phone:	(928) 368-0654	Terms:	Prepaid
FAX:		Contact:	Arnold Abrams
FOB:	Auburn, WA		

REC PAY 12/22/08 PC#3147 \$30.00 K

<u>Item</u>	<u>Qty</u>	<u>Part / Description</u>	<u>Unit Price</u>	<u>Amount</u>
1	1	STORAGE / Storage for two 100oz Pan American Silver Bars (ref 91257)	\$30.00 / EA	\$30.00
			Order Total:	\$30.00



NORTHWEST TERRITORIAL MINT LLC

PO Box 2148
Auburn, WA 98071-2148
Phone: 800-344-6468
Fax: 253-735-2210

Invoice

Bill Arnold Abrams
To: PO BOX 1893
Lakeside, AZ 85929
United States

Ship Arnold Abrams
To: PO BOX 1893
Lakeside, AZ 85929
United States

Order Number: 245378	PO Number:
Date Entered: 01/01/11	Ship Via:
Customer: 08ABRAMSARNO	Salesman: Erin Robinson
Phone: (928) 368-0654	Terms: PAY UPON RECEIPT OF INVOICE
FAX:	Contact:
FOB: Auburn, WA	

<u>Item</u>	<u>Qty</u>	<u>Part / Description</u>	<u>Unit Price</u>	<u>Amount</u>
1	1	STORAGE / Unpaid storage fee for period 10/29/2009 to 12/31/2010	\$35.18 / EA	\$35.18
2	1	STORAGE / Storage fee for 200 oz. of silver for period 1/1/2011 to 12/31/2011	\$50.00 / EA	\$50.00
			Order Total:	\$85.18



NORTHWEST TERRITORIAL MINT LLC

PO Box 2148
Auburn, WA 98071-2148
Phone: 800-344-6468
Fax: 253-735-2210

Invoice

Bill Arnold Abrams
To: PO BOX 1893
Lakeside, AZ 85929
United States

Ship Arnold Abrams
To: PO BOX 1893
Lakeside, AZ 85929
United States

Order Number:	329284	PO Number:	
Date Entered:	01/11/12	Ship Via:	
Customer:	08ABRAMSARNO	Salesman:	Storage Agreement
Phone:	(928) 368-0654	Terms:	Bullion Held On Account
FAX:		Contact:	Arnold Abrams
FOB:	Auburn, WA		

Rec pmt 02/16/12 PC #3587 \$50.00 M

<u>Item</u>	<u>Qty</u>	<u>Part / Description</u>	<u>Unit Price</u>	<u>Amount</u>
1	1	STORAGE / Bullion Storage fees for 100 oz. silver for period of 01/01/12-12/31/12	\$50.00 / EA	\$50.00
			Order Total:	\$50.00



NORTHWEST TERRITORIAL MINT LLC

PO Box 2148
Auburn, WA 98071-2148
Phone: 800-344-6468
Fax: 253-735-2210

Purchase Order

To: Arnold Abrams
PO BOX 1893
Lakeside, AZ 85929
United States

Ship NORTHWEST TERRITORIAL MINT LLC
To: P.O. Box 2148 Auburn, WA 98071
2505 South 320th Street, Suite
Federal Way, WA 98003
United States

Order Number: 57319
Order Date: 02/07/11
Vendor Code: 8ABRAMSARNOL
Vendor Phone: (928) 368-0654
Vendor FAX:
FOB: ,
Ship Via:
Terms: Payable On Receipt
Contact:
Purchasing Agent: Erin Shear-Robinson

PARTIAL BUY BACK 91257
please apply 85.18 to invoice 245378 for storage fees

Quantity	Part Number	Date	Unit	Amount
<u>Ordered</u>	<u>Description</u>	<u>Required</u>	<u>Cost</u> <u>Unit</u>	
1	B10073 SILVER 100 OZ. PAN AMERICAN BARS PAN AMERICAN 100 OZ BARS JOB NUMBER(S): STOCK (1)	03/07/11	\$2,935.00 EA	\$2,935.00
			Order Total:	\$2,935.00



NORTHWEST TERRITORIAL MINT LLC

Packing List

Bill Arnold Abrams
To: PO BOX 1893
Lakeside, AZ 85929
United States

Ship Arnold Abrams
To: PO BOX 1893
Lakeside, AZ 85929
United States

Shipment No: 263943	Customer Code: 08ABRAMSARNO
Shipment Date: 02/08/11	Phone: (928) 368-0654
Ship Via:	
Order Number: 91257	Terms: Bullion Held On Account
Order Date: 09/03/08	

Storage Agreement-CBH
8:44 am

recvd payment 09/08/08 pc#3091 \$2706.00

<u>Item</u>	<u>Quantity</u>				<u>Unit</u>	<u>Description</u>	<u>Job Number</u>
	<u>Open</u>	<u>Shipped</u>	<u>Back Ord</u>	<u>Canceled</u>			
1	2	1	1	0	EA	B10073 SILVER 100 OZ. PAN AMERICAN BARS	91257-01
2	0	0	0	0	EA	00375 SILVER BLANKS 100 ozt BAR	91257-02

Packing Clerk's Initials
NORTHWEST TERRITORIAL MINT LLC

Received In Good Order By
Arnold Abrams

Deposit Summary

NORTHWEST TERRITORIAL MINT LLC

Date: 08/01/17

As-of Date: 08/01/17

Customer equal to 08ABRAMSARNO

Time: 01:38:56 pm

Bank Code	Date	Customer Code	Description	Gross Amount	Cash Discount	Net	Comm		
10253	12/22/08 200812	08ABRAMSARNO 114770	Arnold Abrams	\$30.00	\$0.00		\$30.00		
			Discount GL			Net	Comm		
	<u>Invoice No</u>	<u>SalesID</u>	<u>Territory</u>	<u>Age</u>	<u>Account</u>	<u>Amount</u>	<u>Account</u>	<u>Amount</u>	<u>Amount</u>
	109310	ERIN	AZ	23	46300	\$0.00	11700	\$30.00	\$0.00
									PC#3147
10253	05/06/13 201305	08ABRAMSARNO 2013ABRAMSAR	Arnold Abrams	\$50.00	\$0.00		\$50.00		
			Discount GL			Net	Comm		
	<u>Invoice No</u>	<u>SalesID</u>	<u>Territory</u>	<u>Age</u>	<u>Account</u>	<u>Amount</u>	<u>Account</u>	<u>Amount</u>	<u>Amount</u>
	2013ABRAM: STORAGE	ERIN	AZ	40	46300	\$0.00	11700	\$50.00	\$0.00
20000	02/08/11 201102	08ABRAMSARNO 245378	Arnold Abrams	\$85.18	\$0.00		\$85.18		
			Discount GL			Net	Comm		
	<u>Invoice No</u>	<u>SalesID</u>	<u>Territory</u>	<u>Age</u>	<u>Account</u>	<u>Amount</u>	<u>Account</u>	<u>Amount</u>	<u>Amount</u>
	254659	ERIN	AZ	38	46300	\$0.00	11700	\$85.18	\$0.00
10253	02/16/12 201202	08ABRAMSARNO 329284	Arnold Abrams	\$50.00	\$0.00		\$50.00		
			Discount GL			Net	Comm		
	<u>Invoice No</u>	<u>SalesID</u>	<u>Territory</u>	<u>Age</u>	<u>Account</u>	<u>Amount</u>	<u>Account</u>	<u>Amount</u>	<u>Amount</u>
	341692	STORAGE	AZ	36	46300	\$0.00	11700	\$50.00	\$0.00
10253	09/08/08 200809	08ABRAMSARNO 91257	Arnold Abrams	\$2,706.00	\$0.00		\$2,706.00		
			Discount GL			Net	Comm		
	<u>Invoice No</u>	<u>SalesID</u>	<u>Territory</u>	<u>Age</u>	<u>Account</u>	<u>Amount</u>	<u>Account</u>	<u>Amount</u>	<u>Amount</u>
	P91257	ERIN	AZ	5	46300	\$0.00	11700	\$2,706.00	\$0.00
10200	04/12/11 201104	08ABRAMSARNO 91257A	Arnold Abrams	\$0.00	\$0.00		\$0.00		
			Discount GL			Net	Comm		
	<u>Invoice No</u>	<u>SalesID</u>	<u>Territory</u>	<u>Age</u>	<u>Account</u>	<u>Amount</u>	<u>Account</u>	<u>Amount</u>	<u>Amount</u>
	263943	ERIN	AZ	63	46300	\$0.00	11700	\$0.00	\$0.00
Totals:				34		\$2,921.18	\$0.00	\$2,921.18	

Check Summary

NORTHWEST TERRITORIAL MINT LLC

Date: 08/01/17
Time: 01:38:26 pm

As-of Date: 08/01/17

Vendor equal to 8ABRAMSARNOL

Check		Bank		Vendor		Vendor Name		Amounts		
<u>Number</u>	<u>Date</u>	<u>Code</u>	<u>Period</u>	<u>Code</u>	<u>Invoice Number</u>	<u>Age</u>	<u>GL Acct</u>	<u>Gross</u>	<u>Disc</u>	<u>Net</u>
57319TR ADE	02/08/11	20000	201102	8ABRAMSARN OL	Arnold Abrams 57319	0	20100	\$85.18	\$0.00	\$85.18
Total:								\$85.18	\$0.00	\$85.18
84498	02/08/11	10260	201102	8ABRAMSARN OL	Arnold Abrams 57319	0	20100	\$2,849.82	\$0.00	\$2,849.82
Total:								\$2,849.82	\$0.00	\$2,849.82
Grand total:								\$2,935.00	\$0.00	\$2,935.00

BULLION STORAGE AGREEMENT

This Bullion Storage Agreement (the "Agreement"), dated and made effective this **1st day of January, 2011**, is entered into by and between **Northwest Territorial Mint, LLC** ("NWTM"), a Washington limited liability company, located at 2505 S 320th St Ste 110, Federal Way, WA 98003, and **Arnold Abrams** ("You"), an individual, located at PO Box 1893, Lakeside, AZ 85929-1893.

WHEREAS, NWTM is a mint duly authorized to deal in bullion, and it maintains TL-rated vaults on its premises, one of which is located in Auburn, WA, suitable for safely and reliably storing bullion;

WHEREAS, You are the owner or person with lawful control of that certain bullion described herein who wishes to store Your bullion within NWTM's vaults on the terms and conditions provided herein;

NOW THEREFORE, IN CONSIDERATION of the following terms and conditions, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Description of Stored Bullion. NWTM shall provide secure storage in NWTM's vaults for bullion belonging to or controlled by You consisting of:

- **2 QTY B10073 - Silver 100 oz. Pan American Bars** (from **Order 91257**).

2. Initial Storage Fee. Upon the effective date of this Agreement, You shall remit to NWTM the initial Storage Fee, calculated in accordance with the Storage Rates herein, for the first year of storage. Thereafter, the Storage Fee is due annually—to be paid in advance on the first day of January (the "Billing Date") for the upcoming calendar year—and is calculated in accordance with the Storage Rates herein. Your Storage Fee will be recalculated annually based on the actual amount of bullion on storage on the Billing Date. On the first annual Billing Date, NWTM will prorate Your Storage Fee to reflect any remaining credit balance. If at any time You add bullion to your storage account, NWTM will revise Your Storage Fee, and you will be billed for the increase from the date the additional bullion is placed on storage. All Storage Fees herein are non-refundable, and reductions in bullion held on storage, other than annual recalculations on the Billing Date, do not reduce the Storage Fee. Your initial Storage Fee of **\$0.00** is due with the return of this executed Agreement.

3. Annual Storage Fee. During the Term of this Agreement, Your annual Storage Fee of **\$50.00** is due on the first day of each January.

4. Storage Rates. Storage Rates are guaranteed for one year. NWTM reserves the right after the first year to modify Storage Rates upon 60 days written notice to You. Storage Rates for all bullion held on storage shall be as follows:

A. Silver. The annual Storage Rate for silver shall be five cents (\$0.05) per ounce of silver—to be paid in U.S. Dollars. Minimum annual Storage Fee is \$50.00 regardless of actual ounces of silver held on storage.

B. Gold, Platinum, and Palladium. The annual Storage Rate for Gold, Platinum, and Palladium shall be five dollars (\$5.00) per ounce of said bullion—to be paid in U.S. Dollars. Minimum annual Storage Fee is \$50.00 regardless of actual ounces of said bullion held on storage.

5. Changes to Stored Bullion / Addenda. Throughout the Term of this Agreement, at each instance in which You place additional bullion on storage or remove existing bullion from storage through Liquidation or otherwise, NWTM will prepare an Addendum to this Agreement, which shall be incorporated into and become part of this Agreement upon the signature of both parties. The Addendum will set forth the resultant bullion subject to this Agreement and the resultant Storage Fee after any addition or subtraction of bullion by You. The Addendum will supersede and replace in whole the Description of Stored Bullion and the Annual Storage Fee contained in this Agreement or in any previous Addendum (Sections 1 and 3). The most recent Addendum will control over this Agreement and any previously executed Addenda. In all other respects, this Agreement will

remain in full force and effect.

6. Term / Termination. This Agreement shall have an initial Term of one (1) year, and shall become effective on the date first set forth above. This Agreement shall renew automatically on an annual basis unless earlier terminated by either party upon thirty (30) days notice. Termination is accomplished by removing all bullion on storage with NWTM. Upon Termination, NWTM will ship Your bullion to the last known address on NWTM's records. Alternatively, You may Liquidate Your bullion and receive a cash payment payable by check.

7. Liquidation. "Liquidation" shall mean converting a certain quantity of stored bullion into cash to be paid to You by check. You may liquidate stored bullion, in whole or in part, at any time by calling NWTM during normal business hours. NWTM shall pay You based on NWTM's prevailing buy price for that same product, and payment shall be made to You within thirty (30) days thereafter. If You Liquidate Your total quantity of stored bullion hereunder, this Agreement shall terminate upon NWTM's provision of final payment to You.

8. Storage Security. NWTM agrees to maintain quality security practices at its storage facilities to reduce the risk of physical loss to stored bullion. At a minimum, these security practices include: ON-SITE ARMED GUARD—an armed security person or personnel shall be on the premises at night. Typical NWTM employees shall provide security during normal business hours; SURVEILLANCE CAMERAS—a system of cameras trained on NWTM vaults and common entrance points to its buildings must be in use at all times and set to record events on a tape rotation basis unless some other similar technology is in place. NWTM shall store surveillance camera tapes, hard-drives or other recording media in a securely locked location. In the unlikely event of a security breach affecting Your stored bullion, NWTM shall provide copies of surveillance camera records to You upon written request.

9. Inspection. You, or Your legally designated representative, may inspect Your stored bullion at any time during NWTM's normal business hours upon reasonable notice of at least 2 business days. You or your designee must conform to all security procedures in place at NWTM's buildings and vaults. Prior to inspection, each inspecting person shall provide NWTM with current photographic identification showing at least name, current address, and a clear picture of his or her face. In the case of a legally designated representative, a copy of the legal instrument authorizing the party to act on Your behalf must be produced. NWTM may keep a record of any person inspecting bullion and his or her documents.

10. Warranties. You warrant to NWTM that You own or have proper legal authority to control and direct all bullion delivered to NWTM for storage. You also warrant that You have not altered, changed, modified or tampered with any bullion placed in storage or directed another in such an act.

11. Insurance / Replacement Liability. NWTM agrees to cover all metal ounce-for-ounce while in storage under any existing policy controlled by NWTM. NWTM is required to maintain sufficient coverage at all times to cover all stored bullion at full replacement value at any prevailing market rate. Prevailing market rate is defined to be the spot rate of said bullion at the time of replacement, not at the time of original purchase or delivery into storage. NWTM agrees to cover You for loss by theft (both internal and external), loss or damage by negligence, loss or damage by fire or flood and loss or damage under any other coverage type as stipulated in any policy held in the name of NWTM. NWTM further agrees that in the event of loss or damage, as stipulated above, if the policy provider for NWTM does not cover said bullion held on Your behalf, NWTM will replace any loss or damage at its own expense in a reasonable time frame of not more than ninety (90) days.

12. Shipment of Bullion. All bullion shipments to and from NWTM's vault shall be fully insured. Both parties must take adequate care to package all bullion shipments in such a way as to prevent damage to the contents. Any shipment arriving at NWTM that appears damaged or in any way tampered with will be rejected—NWTM will not accept such a package from the carrier. Upon notification from You to remove bullion from storage, NWTM will ship Your bullion to you as soon as possible within thirty (30) days from the date of notice. Once NWTM has placed the bullion to be shipped with a common carrier, You hereby irrevocably release NWTM from

all claims of liability of every kind and nature whatsoever as now exist or which may hereafter arise.

13. No Payment of Interest. NWTM will not pay you interest for any bullion held on storage. At any time, you may place additional bullion with NWTM for storage or remove bullion from storage by Liquidating or taking delivery of the bullion. If you Liquidate bullion held on storage, NWTM will attempt to mail a check to you in payment in the ordinary course of business. If for any reason you do not take delivery of the check, the funds will remain at NWTM, but NWTM will not pay You interest of any type or amount regardless of the duration the funds remain at NWTM. After each addition or removal of bullion, NWTM will prepare an Addendum and send it to You for your signature. You shall execute and return all copies of the Addendum in a timely manner. After execution by both parties, NWTM will return to You an executed copy of the Addendum.

14. Location of Stored Bullion. NWTM may, at its sole discretion, store, ship or relocate any portion of, or all its stored bullion to any of its vaults located in the United States, including storing portions of Your stored bullion at multiple locations. If business necessity dictates, NWTM may likewise store, ship or relocate any portion or all its stored bullion to other vaults not controlled by NWTM as long as such vaults are at least equivalent in quality and safety to those maintained by NWTM.

15. Counterparts. This Agreement may be signed in two (2) counterparts; each of which shall be deemed an original, and which together shall constitute one agreement.

16. Facsimile and E-mail Transmission. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective to modify, alter or amend this Agreement unless the parties to this Agreement otherwise agree in writing and both parties duly sign said written agreement.

17. Notice. Any notice provided herein shall be effective if addressed to the respective party at the address located at the front of this Agreement; or if addressed to the proper party at his or her respective e-mail address, which for NWTM is indicated on NWTM's website, and for You is shown in our internal records.

18. Reservations of Right. In addition to the other rights hereunder, NWTM reserves the following rights unto itself:

A. Right to Refuse Service to Anyone. NWTM reserves the right to refuse service to anyone.

B. Right to Correct Clear Errors. NWTM reserves the right to correct any clear error or computer-related problems. Specifically, NWTM reserves the right to correct errors made on statements of account sent to You on a quarterly basis, or more often as the case may be. NWTM will make a good faith effort to notify You of any correction.

19. Controlling Law / Venue. This Agreement shall be construed under the laws of the State of Washington. Venue for any Court or adjudicating entity determining the rights of any party hereto shall be the Superior or District Court for King County, Washington State; or the United States District Court for the Western District of Washington.

20. Force Majeure. Any prevention, delay or stoppage in our performance of any term hereto due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, regulations or controls, the suspension by commodity exchanges in the trading of gold, silver, platinum or palladium futures contracts or the delivery of the commodities underlying such contracts, or the failure or delay of vendors, enemy or hostile governmental action, riot, civil commotion, fire or other casualty, and other causes beyond our control, shall excuse our performance, and extend the performance of our duties and responsibilities hereunder, for a period equal to any such prevention, delay or stoppage.

21. Complete Agreement. This Agreement constitutes the complete and final expression of the agreement

between the parties relating to the storage of bullion within NWTM's vaults, and supersedes all prior or contemporaneous contracts, agreements, understandings and representations of the parties, either oral or written, related thereto.

22. Costs / Attorney Fees. If either party shall retain an attorney to enforce its rights hereunder, the prevailing party shall be entitled to recover all reasonable costs, expenses and attorney fees from the non-prevailing party.

23. Disclaimer of Warranties: EXCEPT FOR EXPRESS WARRANTIES CONTAINED HEREIN, NWTM DISCLAIMS ALL IMPLIED WARRANTIES OF EVERY KIND AND NATURE, INCLUDING SPECIFICALLY THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AS TO ALL BULLION STORED WITHIN NWTM'S VAULTS.

24. Assignment. NWTM may assign or transfer any of its rights, duties and responsibilities hereunder, or any interest therein, without notice to You, to any entity controlled by NWTM. You may assign or transfer any of your rights, duties and responsibilities only upon prior written notice to NWTM, and upon written permission granted by NWTM, which permission is not to be unreasonably withheld.

25. Written Modification / Waiver of Terms. NWTM reserves the right to modify or amend the terms of this Agreement at any time without notice. You shall not modify or amend the terms of this Agreement except by prior written agreement with NWTM.

26. Binding Effect. Each and every provision of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, subject at all times to all provisions and restrictions elsewhere in this Agreement. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.

27. Plural / Singular and Gender. Unless some other meaning and intent are clearly apparent from the context herein, the plural shall include the singular, and the singular shall include the plural; and masculine, feminine and neuter words shall be used interchangeably.

28. Captions. The captions shown in this Agreement are for convenience or reference purposes only, and shall not, in any manner, be utilized to construe the scope or intent of any provision herein.

29. Invalid Provisions. If any provision of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by a Court or adjudicating body of competent jurisdiction, such provision shall be modified to the minimum extent necessary to preserve the intent and spirit of this Agreement, and to make it or its application valid and enforceable; and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

30. Time of Essence. Time is of the essence in this Agreement.

NOW THEREFORE, the parties hereto set their hand.

Northwest Territorial Mint, LLC

Arnold Abrams

By: _____
Ross B. Hansen, President & CEO

By: _____
Arnold Abrams