The Honorable Christopher M. Alston

Chapter 11

United States Bankruptcy Court Western District of Washington At Seattle Case No. 16-11767-CMA

Dear Sir,

MILL HATCHER CLIM

This is a follow up on claim E-mailed by a lawyer. I have found that a complete explanation of details is best to explain my position due to my not being able to be there to personally explain. I original purchase was in May of 2014 for one thousand ounces of .999 silver rounds from the Northwest Territorial mint, LLC. I checked the information available that stated in business over one hundred years, serviced the needs of United Stated military for metals (I was in the Navy in late 1960's) and the boy scouts which I was a member as a child. I checked for any bad comments and found that they were slow to deliver, which was explained to me by the person I purchased from was due to a larger than normal number of orders. I also found the main office was in Washington State and they had five other outlets across the country. This appeared to be a solid company to do business. I mailed a check for \$20,040.00 to cover cost of purchase. Northwest Mint was to cover all shipping and insurance cost. They E-mailed a receipt with order number 29521 and customer number 95785 with a promise delivery of 8-10 weeks delivery after good funds received.

I complied with all requirements and later received information about options if they could not ship as promised. The options included the cancellation after their dates had passed, waiting for them to ship, sell the order back to them if the price had increased to make it worthwhile at any time, or I could cancel and repurchase if the prices had gone down to make if worthwhile to do so. With the help of Northwest Mints representatives I repurchase on several occasions over the next two years as the prices had dropped and it made it worthwhile to repurchase and they had offered to reduce the commission over the spot prices the allowed me to increases the number of ounces to 1282. They also promised me a free one once of silver in the shape of a dice as a bonus. They were to cancel the old order and apply to the new order and started the process over again. This was alright with me as it gave the opportunity to increase the value of my purchase and since the prices were still falling they could increase their profits if their purchasing agent was on the ball and bought while low. The last time the delivery was late the prices was remaining steady and I asked for a delivery dates as soon as possible. I was insured that I would have delivery by the first week of April 2016. I used their web site to check pricing and when I went on the web site on around the 12<sup>th</sup> of April I found that they had filed for Chapter 11 and when I went on their website they were still in business, offering products at all business locations and still offering bullion coins and other silver products. They offered to mint bullion metal

and even gold plating them. This was all odd to me due to not offering to take care of what in their wording was a contract that I have met every time as required.

I am including copies of E-mails and original check from Northwest mint to back up my claim. Since they filed the silver has increased in value and at one time I could have sold it for over \$26,943.00 if they had lived up to their contractual agreement.

I hope I have been able to give you some additional information so you can make a decision as to what is the proper action in this matter.

Respectfully,

Floyd C. Payne

2415 North Mountain Road

Springdale, Arkansas 72764

Phone # 479-283-4352

- Updates
- File Proof of Claim
- <u>FAQ</u>

# **Northwest Territorial Mint**

America's supplier of military challenge coins, custom minted medals, and all things medallic for over 100 years.

The purpose of this website is to advise you that Northwest Territorial Mint filed bankruptcy on April 1, 2016 and to continue providing updates on the process.

# **Updates**

# April 15, 2016

If you are a creditor of Northwest Territorial Mint you will need to electronically file a <u>Proof of Claim</u> form. For help filing this form please follow <u>these instructions</u>.

The bankruptcy case number for the Northwest Territorial Mint Chapter 11 Bankruptcy filing is 16-11767-CMA

# April 14, 2016

If you have received a questionnaire from the Department of Financial institutions, we would appreciate you completing the form and returning it at your earliest convenience. This will help them complete their investigations.

# April 13, 2016

If you placed your order with the company prior to April 1st 2016 and your check was negotiated (cashed) then you are a creditor of the Northwest Territorial Mint bankruptcy. If your order check was not negotiated (cashed) prior to that date your check will be returned to you in the near future. If your order was placed on or after April 1st your order will be filled in the regular course of business or we will return your check to you if the specific items are not currently available. Thank you for your understanding and your business.

The bankruptcy process can be confusing and frustrating for creditors. Thus in an effort to keep you informed of our progress, major events in the bankruptcy and the possible recovery we will from time to time be providing additional information to our website. The information will relate to the progress in the case, court dates and other relevant information to this case.

1 of 2

4/18/2016 3:22 PM

------

~

- Departments
- Custom
- <u>Retail</u>
- About
- Employment
- Ŧ

## **Northwest Territorial Mint**

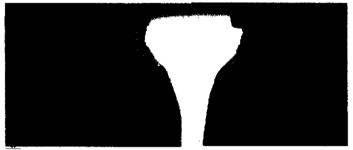
America's supplier of military challenge coins, custom minted medals, and all things medallic for over 100 years.

#### 800-344-6468 Toll Free

info@nwtmint.com

#### **A Full-Service Mint**

We have the physical facility, all necessary equipment, and the human resources and expertise to undertake your project and produce the highest quality minted product for you.



MintBadgesPresentationNational GuardCustom

**Custom Minting** 



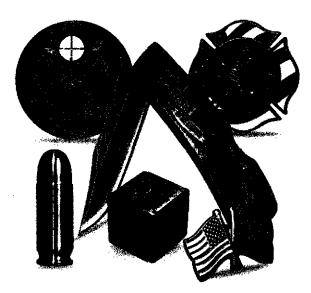
#### Custom Awards, Challenge Coins and More

Since 1984 we have been the mint of choice for America's military, corporations, government and individuals.

- 800-843-9854
- 8:30AM 5PM
- · Monday through Friday Pacific Time

custom.nwtmint.com

#### **Retail Online Store**

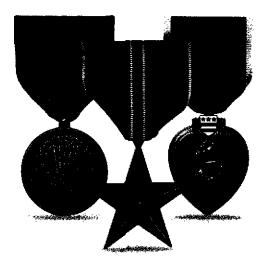


#### With over 9,000 items and growing

The world's largest online store for minted products. Licensee Boy Scouts of America<sup>TM</sup> and VFW.

- 800-344-6468
- 8:30AM 5PM
- Monday through Friday Pacific Time

#### store.pwtmint.com Military Medals



#### The Government's Trusted Source

We are certified by The Institute of Heraldry as the primary manufacturer of military insignia and decorations, meeting or exceeding the standards of The Institute of Heraldry and the U.S. Government.

Find Your Medal



- <u>Custom Minting</u>
- Online Store
- · Privacy Policy
- <u>About Us</u>

FLOYD C OR WANDA L PAYNE 4053 2415 N MOUNTAIN RD PH. 479-761-7368 81-153/829 SPRINGDALE, AR' 72764 5-22-2014 Territorial Ment , \$ 20,040, y Pay to the Order of \_ tortes Oullass on /108) - Dollars tas 🖗 Sec**u**rityPlus **FirstSecurity** Fairo For O2 岬 1082901 \$381 **00600**# Mariand Clarke 8-11to 15 Med Sept Called 7/31/14 Informal that Sept. is Cikely, New controt poro Jelay to Mind 34

# **Buying Bullion from NW Territorial Mint**

Part I

# **General Information About Buying Bullion from Us**



The Northwest Territorial Mint is a major bullion dealer in gold, silver, platinum and palladium throughout the U.S. and Canada. As one of the largest private mints, we routinely buy and sell these precious metals for both industry and personal investing. We offer a wide variety of bullion products, and we are a trusted retailer of U.S. Mint products, including the popular American gold eagle coins and various silver bullion coins.

We want to be your bullion dealer of choice both today and in the future, and we work hard to make this happen. We strive daily to bring you the highest quality bullion at the most reasonable prices, and we're proud of our loyal clientele, many of whom have been with us for years. If you're new to bullion investing, please give us a try—we think you'll like what you see. Consider these features we offer our bullion customers:

- · Lowest premiums charged by anyone we know in the industry
- No hidden charges
- Free shipping within the contiguous U.S., and no handling or insurance charges for orders of at least the minimum order quantities
- No sales tax charged on your order
- No account setup --- you can simply order over the telephone, or drop by in person at our office
- Simple payment by either personal check, cashier's check or bank wire transfer (no credit cards)
- Credit card info taken only to secure payment, and charges are made to your card only if you fail to pay in full and on time
- Delivery is by fully insured shipping, or local pick-up at our site
- Our Buy-Back policy (also called a voluntary liquidation), ensures you always have a market for your paid bullion orders. Our Buy-Back policy is simple- at any time after you've fully paid your order, even if it's before you've received delivery of your bullion, you can sell your order back to us at the current market rate
- Orders of \$250,000 or more must be approved by our bullion manager before completed

# Hours --- Visit Us or Call 800-344-6468

You can either call us (800-344-6468) or visit us at our office to buy bullion. Office hours (telephone orders): Mon - Fri, 6:00 a.m. to 5:30 p.m.; Sat, 8:00 a.m. - 12:00 p.m., Pacific Time. Office hours (in-person visits): Mon - Fri, 9:00 a.m. to 5:00 p.m., Pacific Time. <u>Map and Directions</u>

# **Bullion Products**

xf 14

We are proud to be one of the largest private mints in the US and Canada. At our facilities in Federal Way , WA, we produce not only our own private label silver bullion; but also the private label silver bullion for Pan American. Additionally, we retail bullion and currency from other governmental and private mints.

# **Research the Bullion Markets and Precious Metals Investing**

Knowledge is Power! We want to be your bullion dealer of choice, and we want you to make wise investment decisions. Do your research of the various bullion markets and precious metals investing to educate yourself. If you're a first-time investor, get our Free Investor Guide, review our Frequently Asked Questions, and pick-up more bullion investing information from our Recommended Reading and Recommended Bullion Links. Learn current bullion trends and prices from the Gold Report, our Bullion Price Charts, and TheBullionDesk.com.

Once you're ready to buy bullion, please give us a call (800-344-6468) to place your order. We want your business, and we try very hard to make your bullion purchase as simple as possible.

## Precious Metals Markets Fluctuate, but Value Retained

People, businesses and governments buy and sell bullion daily throughout the world for a variety of investment and business purposes. Precious metals have been traded for literally thousands of years - ever since they were discovered. This constant and reliable market for precious metals means they have always retained their value. However, the price and availability of precious metals change constantly with supply and demand.

When investing in bullion you assume a certain degree of risk as to the market price and availability of your type of bullion. We know market price and availability are important to you in your investment decision. So, to attract your business, we strive to keep our premiums the lowest in the market, and we keep a significant amount of bullion on-hand to fill orders.

# Part II

# **BULLION TERMS OF SALE:**

# Please Read Carefully — This Agreement controls the terms under which bullion is sold by the Northwest Territorial Mint, LLC

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

1. **Definitions.** "Seller" shall be the Northwest Territorial Mint, LLC, its members, directors, officers, employees, agents, heirs or assigns (hereinafter "NWTM", "We", "Us" or "Our") that are duly authorized to deal in bullion. "Buyer" shall be the individual, corporation, limited liability company, limited liability partnership, partnership, or other business or trust entity purchasing bullion from NWTM (hereinafter "Buyer", "You" or "Your"). "Bullion" shall be the commodity of pure rare, precious or noble metal NWTM shall now or may hereafter offer for sale to buyers in its ordinary course of business. "Business Days" shall be the normal work days Monday through Friday inclusive, except weekends and federal holidays.

2. Bullion Market Price and Availability Change Constantly / NWTM Sets Bullion Sale Price. The parties agree that the bullion we offer for sale are commodities traded on various world markets, and that the market price and availability of such types of bullion change constantly with supply and demand. We alone shall set the bullion sale and purchase price for all bullion that we offer.

3. Bullion Trading by Telephone on In-Person Sales at NWTM's Office Only. All bullion trading done by us shall be done only by telephone or in-person sales at NWTM's office in Federal Way, WA. From time to time, trading activity in the bullion market may be very high which may interfere with a Buyer's ability to contact us by telephone to conduct bullion trading. Nonetheless, we shall continue to conduct bullion trading only by telephone, or through in-person sales at our office in Federal Way, WA. We do not accept or conduct any bullion transactions through any other means other than by telephone, or in-person sales at our office in Federal Way, WA.

4. Minimum Order Sizes / Orders of \$250,000 or More. We may set various minimum telephonic order sizes for bullion products to achieve economies of scale, minimize shipping and handling charges, or for other business purposes. You shall only make telephonic orders consistent with the minimum order size. Any order you make that is less than the minimum order size shall be handled through our website, and subject to special shipping and handling or other charges and fees as we may determine. There is no minimum order size for walk-in Buyer's at our place of business. All bullion orders of \$250,000 or more are subject to approval by our bullion manager before completion.

5. Placement of Order Creates a Binding Agreement. The parties agree that we are a leading bullion dealer in the bullion market with the substantial need to maintain our good name and competitive position; and further that we are entitled to rely on the verbal promise from you to pay for and complete the purchase of your bullion order. In furtherance of this, the parties agree that your placement of a bullion order with us creates a binding legally enforceable agreement in which you agree to purchase your ordered bullion. You shall not cancel any order before making payment in full.

6. E-mail and Regular Mail Order Confirmation and Invoice / Buyer to Allow E-mails from NWTM. After you've placed your telephone order, we will send you a note confirming your order and an invoice via both e-mail and regular mail. Failure by you to receive any of these does NOT invalidate or otherwise cancel your order with us; you are still obligated to pay for your bullion order in full and on time.

You shall take all steps necessary, including updating address books and adjusting spam or junk-mail filters, to ensure that you can timely receive all e-mails from us, complete with any attachments, in furtherance of this Agreement.

7. Credit Card to Secure Payment / Charges for Unpaid Orders. We require your credit card information to secure payment on all first-time orders and for all orders \$5,000 and greater. There is no charge to your credit card if you pay in full and on time. However, if you fail to pay us in full and on time, we will involuntarily liquidate your order and charge your credit card (see paragraph 12(B), herein).

8. **Recording of Order.** You consent and agree that we may keep a recording of your order to verify the terms of your purchase, aid in training, auditing or quality control, comply with any laws as now exist or may hereafter exist, or for any other reason reasonably related to the business of dealing in bullion.

9. Payment / Holding Times. Payment shall be in U.S. Funds only. Once you have placed your order with us, you are obligated to pay us in full by any of the following three methods (credit cards are NOT accepted, except for small orders below our minimum order size placed through our website):

A. Personal Checks / 10 Day Hold — Any payment made by personal check must be postmarked within two (2) business days of placing your order, AND received by us within ten (10) business days of placing your order. Once received by us, there is a ten (10) business day hold on your order while your personal check clears the banking system.

B. Cashier's Checks or Money Orders / 5 Day Hold - Any payment made by cashier's

check or money order must be received by us within ten (10) business days of placing your order. Once received by us, there is a five (5) business day hold on your order while your cashier's check or money order clears the banking system.

C. Bank Wire Transfer / 24 Hour Hold — Any payment made by bank wire transfer must be received within ten (10) business days of placing your order. Once received by us, there is a 24 hour (one business day) hold on your order while your bank wire transfer clears the banking system. See our <u>Bank Wire Instructions</u> to wire us your payment. NOTE: We reserve the right to require payment by bank wire transfer either for large orders; or during periods of heavy bullion trading.

#### 10. Payment Addresses.

A. Regular Mail Address: Northwest Territorial Mint

P.O. Box 2148 Auburn, WA 98071-2148

B. Overnight Mail Address:
Northwest Territorial Mint
2505 South 320th Street, Suite 110
Federal Way, WA 98003

#### C. Bank Wire Transfer Address:

Please see our bank wire instructions.

11. Shipping Time / Shipping Charges / Order Confirmation. Our policy is to ship orders promptly AFTER you have properly paid us. However, reductions in inventory resulting from an increased demand for certain bullion products and other reasons may delay shipping. If we cannot ship your order within the delivery time represented to you at the time of purchase, we will inform you prior to the expiration of that period of time that we are unable to meet the delivery date, and you may buy-back your order and obtain a full payment at the prevailing market price at the time of liquidation (see also paragraph 12, Order Liquidation Policy).

There are no shipping charges for orders that are at least the minimum order quantity; and that are shipped within the contiguous USA. Nominal shipping charges apply for orders to Alaska, Hawaii, or Canada; and for orders less than the minimum order quantity. Delivery dates vary with supply and demand.

Your bullion order will normally be shipped to you via fully insured shipping. If you are local and buying silver we make at our site, you may pick-up your silver order at our place of business after paying in full, provided that you call us ahead of time to confirm we have your order on hand. At any time after you have made payment in full, you may confirm delivery of your order by logging into your secure account and clicking the View Your Orders link.

12. Order Liquidation Policy. When you place your telephone order, you enter into a binding contractual agreement with Northwest Territorial Mint to remit payment in full based on the prevailing market purchase price agreed upon at the time your order was placed. Should you choose to buy-back your order prior to the date of delivery, Northwest Territorial Mint will liquidate your position based on the prevailing market purchase price at the time of buy-back. You will be liable for any difference in the event of market loss. If the prevailing market price of the items has gone up since your order, Northwest Territorial Mint will pay you the higher prevailing market price for your items. However, in the event we

are unable to ship your order by the date promised, we will contact you and give you the option of buying back your order based on the spot market price at that time or agreeing to wait an additional period of time for your order, which shall not be more than 30 days. If we are unable to deliver after the additional period of time has elapsed we will pay you the full purchase price or the prevailing spot market price, whichever is higher.

A. Liquidation of Your Order. "Liquidation" shall mean converting your bullion order into cash, and it may be done in one of two following ways:

(1) Voluntary Liquidation of Your Order (aka "Buy-Back" of Your Order). At any time after you have fully paid for your order, even if it's before you've received delivery of your bullion, you can sell your order back to us at the current market rate.

(2) Involuntary Liquidation of Your Order for Non-Payment. If you fail to make payment in full and on time as stated herein, we shall involuntarily cancel and liquidate your bullion order as of the 11th business day after your order date. We will charge your credit card depending on how the market has changed since you placed your order.

Market loss or gain is calculated as the difference between your original purchase price, and the bullion London Fix closing price on the 11th business day after your order date.

(a) If the bullion market has gone up since you placed your order: A \$35.00 cancellation fee; and you will not benefit from any gain in the market; OR

(b) If the bullion market has gone down since you placed your order: A \$35.00 cancellation fee; plus the market loss on your order computed at the closing price for your bullion on the London Metals Market Fixing for the 11th business day after you placed your order.

13. **Reporting Cash Payments Over \$10,000.** We are required to file IRS Form 8300 on all cash payments over \$10,000. Please see our <u>Reporting Cash Payments Over \$10,000</u> for more information.

14. Reservations of Right: In addition to the other rights hereunder, we reserve the following rights unto ourselves:

A. Right to Refuse Service to Anyone. We reserve the right to refuse service to anyone.

B. **Right to Correct Erroneous Orders.** We reserve the right to correct any order for obvious errors or computer-related problems. We will make a good faith effort to notify you of any correction of your order.

C. **Right to Cancel Any Pending Sales.** We reserve the right to cancel any pending sale at any time for any reason. If we exercise this right, we shall cancel your order, including delivery of your bullion, and we shall notify you and refund you all monies you may have paid to us on your order, less any costs and fees associated with cancelling your order.

D. Right to Require Payment by Bank Wire for Large Orders or During Heavy

Trading. We reserve the right to require payment by bank wire transfer for large orders; or during periods of heavy bullion trading.

E. Right to change Bullion Terms of Sale. We reserve the right to change this Agreement at any time without notice.

F. Right to Hold Monies and Shipment to Comply with IRS Form 8300. If you actually are, or appear to us to be sending to us multiple payments that may in our sole discretion require us to report your payment on IRS Form 8300, we reserve the right to hold all such payments and withhold shipment of the related order until you provide us all necessary information that we determine we may need or desire to complete said IRS Form 8300. We hereby also reserve the right to liquidate, cancel or rescind any transaction in which we are unable to obtain or verify information needed to comply with said IRS Form 8300, or any other related statutes, rules, regulations, or any other law of every kind and nature.

G. Right to Accept or Reject Any Late or Defective Payment After Market

**Comparison.** We reserve the right to either, (1) accept any late or defective payment, including liquidation payments, after a market comparison to determine what is most advantageous for us, or (2) reject any such late or other defective payment, including liquidation payments, that doesn't comply with the terms of this Agreement.

H. Right to Withhold Shipment for Unpaid Multiple Orders / Right of Offset. In the event you place multiple orders with us and pay for one or more orders, but fail to properly pay for other orders, we reserve the right to withhold shipment on any paid orders, until the unpaid orders have been resolved to our satisfaction, including the Right of Offset. The "Right of Offset", shall mean our right to apply any customer's paid order's proceeds and product against any of that customer's other unpaid order's proceeds and product. If the customer shall thereafter have a net balance owed to us, we may thereafter involuntarily liquidate the remaining net balance owed as provided herein. If the order as provided herein.

15. Monthly Accumulation Program ("MAP"). Subject to our final approval, you may request to participate in our Monthly Accumulation Program (hereinafter "MAP") whereby on the same day each month you may automatically purchase either a pre-determined dollar amount, or pre-determined quantity of your chosen bullion product(s). The following provisions apply to our MAP:

A. Fixed-Dollar MAP. Under the Fixed-Dollar MAP, you designate the maximum monthly dollar amount you want us to spend each month to buy your chosen bullion product on your chosen day of each month. A purchase on your behalf of those designated bullion products will be made for you on that same day each month up to, but not exceeding, the maximum monthly dollar amount you have set. We will send you an e-mail with your invoice attached following your day of purchase. You warrant and agree that under this program you understand each of the following: (1) That bullion market prices fluctuate constantly; (2) That our premiums on bullion products are based on bullion market prices, thus as bullion market prices fluctuate so do our premiums for bullion products; (3) That you will pay the premium we have set [as indicated on our bullion website] for your particular bullion product that exists as of the date of your monthly purchase; and (4) That under our Fixed-Dollar MAP, the monthly dollar amount will not exceed the maximum dollar amount you set from month-to-month; but both the per-unit-price, and the total quantity of bullion product you can buy will vary from month-to-month.

B. Fixed-Quantity MAP. Under the Fixed-Quantity MAP, you designate the specific monthly quantity of your chosen bullion product that you want us to buy for you on your chosen day each month. We will automatically purchase that quantity of designated bullion products for you on that same day each month that you have set. We will send you an e-mail with your invoice attached following your day of purchase. You warrant and agree that under this program you understand each of the following: (1) That bullion market prices fluctuate constantly; (2) That our premiums on bullion products are based on bullion market prices, thus as bullion market prices fluctuate so do our premiums for bullion products; (3) That you will pay the premium we have set [as indicated on our bullion website] for your particular bullion product that exists as of the date of your monthly purchase; and (4) That under the Fixed-Quantity MAP, the monthly quantity you purchase will not vary from month-to-month; but both the per-unit price, and the total price you pay will vary from month-to-month.

C. MAP Participant to Provide All Necessary Information. You agree to provide us all information necessary for us to make your designated purchases for you, which includes immediately notifying us of any changes in your information. At a minimum, this necessary information shall include the following: (1) Your name, credit card billing address, shipping address, current telephone number(s), e-mail address(es); (2) The day of each consecutive month you want us to buy your bullion product, including the beginning day, month and year; (3) The specific bullion product you want us to purchase for you each month; (4) In the case of a Fixed-Dollar MAP, the maximum dollar amount per month that you want us to buy your designated bullion product; and (5) In the case of a Fixed-Quantity MAP, the specific quantity of designated bullion product you want us to buy for you each month.

D. Standard-Size Units. All MAP bullion products shall be in standard commercial sizes only.

E. Minimum Order Size / Shipping Charges on Less-Than Minimum Quantities. Every MAP participant agrees to purchase at least \$100.00 worth of each specific bullion product each month while participating in our MAP. In the event any MAP participant has a monthly quantity that is less than the NWTM's advertized bullion department minimum quantity, then MAP participant agrees to pay for shipping as follows: (1) If the total purchase price is less-than \$250.00, then the shipping charge shall be \$10.00; (2) If the total purchase price is between \$250.00 and \$400.00, then the shipping charge shall be \$20.00; and (3) If the total purchase price is greater-than \$400.00, then the shipping charge shall be \$30.00. If MAP participant chooses not to pay shipping fees you may opt to have NWTM hold your acquisitions until you have accumulated our minimum product quantity to receive free shipping ( see bullion website for product minimums).

F. MAP Bullion Pricing. All MAP bullion pricing shall include a premium set solely by NWTM, and shall be based on the end of the day (afternoon, if applicable) London Fix posted by the London Bullion Market Association.

G. MAP Confirming E-mail / MAP Invoices. Within one business day after MAP participant's monthly installment date, we shall send MAP participant an e-mail confirming MAP participant's monthly purchase, which shall include an attached invoice showing MAP participant's purchase for that month. Such invoice shall be in the same manner as NWTM normally invoices all other customers. If for any reason MAP participant should not receive their confirming e-mail or invoice, upon a telephone call or e-mail to us of such, we shall re-send such confirming e-mail or invoice to MAP participant. Entry (or monthly purchase

thereafter) into our MAP is not dependent upon your receipt of any confirming e-mail or invoice.

H. **Payment.** Each MAP participant agrees to make each monthly payment in full and on time as provided elsewhere in this Agreement, and this specifically includes providing a credit card to secure each monthly payment, and that any monthly order that is not paid on time shall be involuntarily liquidated and result in the participant being removed from the MAP Program.

I. Weekends / Holidays. If participant's monthly day of purchase shall fall on a weekend, holiday or day the London Metals Market Fixing is closed; then participant's monthly purchase day shall be moved forward in time to the first day that is not a weekend, holiday or any day the London Metals Market Fixing is closed.

J. Changes to MAP / Termination. No changes to any participant's MAP shall be effective unless in writing. NWTM may terminate any MAP participant immediately upon written notice to the MAP participant's address or e-mail address last known to NWTM. Any MAP participant may terminate their MAP participation only upon written notice to NWTM provided at least seven (7) calendar days prior to that participant's next monthly installment date.

K. **Participant's Warranties.** In addition to other warranties provided herein, each MAP participant warrants to NWTM that he/she has full power and authority to enter into our MAP and intends to be fully bound by the terms hereto. Each MAP participant further warrants and agrees to execute any document necessary to confirm such authority immediately upon request by NWTM, or its authorized agents and representatives.

16. Computation of Time. Unless some other time counting mechanism is expressly stated herein, the first day for computing the time period shall be the first business day after the respective transaction. If the last day shall fall on a weekend or federal holiday, or any day the London Metals Market Fixing is closed, then the last day shall be moved forward in time to the first day that is not a weekend, federal holiday or any day the London Metals Market Fixing is closed, any day the London Metals Market Fixing is closed.

17. 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.

18. Limitation of Liability. Our liability for any bullion sale shall not exceed the amount actually paid by you for the bullion, less the fair market value of such bullion. We shall not be liable for indirect, incidental, additional, punitive, exemplary or consequential damages, even if we have been advised of the possibility of such damages. We shall not be liable for any delays or failures in the transmission, receipt or execution of orders, payments, deliveries or information due to the incapacity or failure of computer or communications equipment or facilities which are outside our control.

19. 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 our performance of our duties and responsibilities hereunder, for a period equal to any such prevention, delay or stoppage.

20. Complete Agreement. This Agreement constitutes the complete and final expression of the agreement between the parties relating to the sale of bullion, and supersedes all prior or contemporaneous contracts, agreements, understandings and representations of the parties, either oral or written, relating to the sale of bullion.

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

22. Disclaimer of Warranties: EXCEPT FOR EXPRESS WARRANTIES CONTAINED HEREIN, WE DISCLAIM 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 SALES.

23. Assignment. We may assign or transfer any of our rights, duties and responsibilities hereunder, or any interest therein, without notice to you to any entity controlled by us. You may assign or transfer any of your rights, duties and responsibilities only upon prior written notice to us, and provided that you shall not be relieved of any liability under this Agreement pursuant to such assignment or transfer.

24. Written Modification / Waiver of Terms. We reserve 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 us.

25. **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 that the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.

26. 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.

27. 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 hereof.

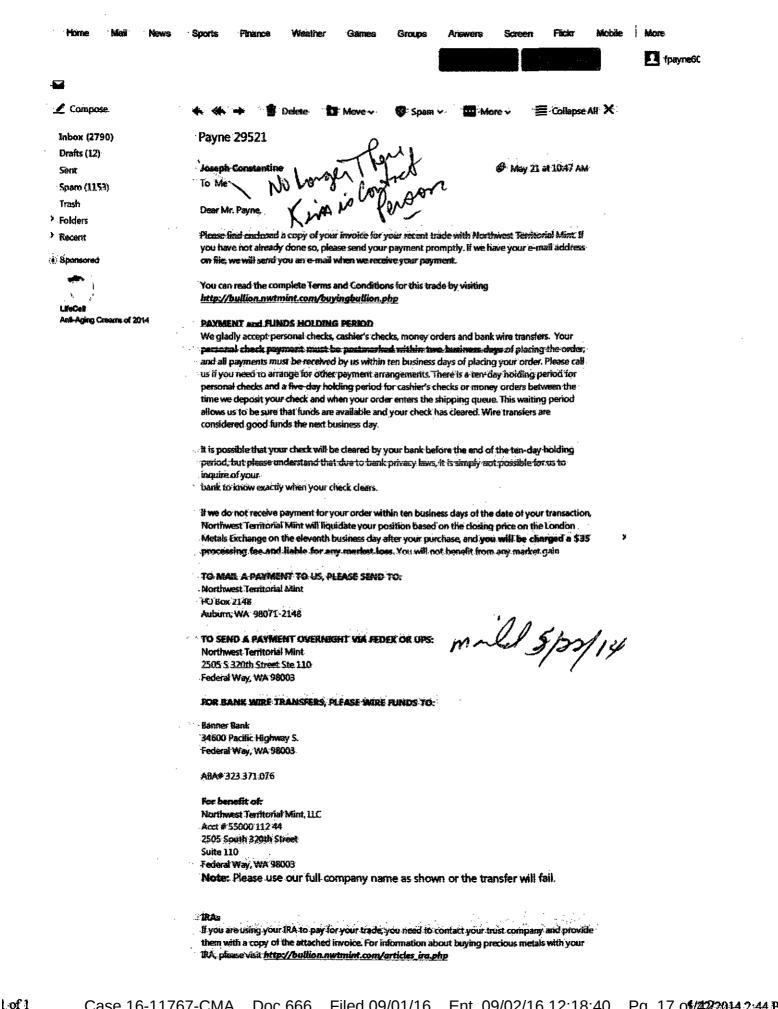
28. Invalid Provisions. If any provision of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by a Court or adjudicating body of competent jurisdiction, such provision shall be modified to the minimum extent necessary to preserve 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.

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

Northwest Territorial Mint is a leader in the precious metals industry, is a member in good standing with many professional industry associations (shown below).

		32 L -				
<u>،</u> •	•	Yaho	ΟŇ	121	<u>]</u> .	

	- Yahoo Mail	
	annere maket	
<b>521.pdf</b>	1~of1	
	CONTRACT OF THE OWNER	NORTHWEST TERRITORIAL MINT LLC Remit To:
		P.O. Box 2148 Auburn, WA 98071 Phone: 800-344-6468
,		Fax: 253-735-2210
	Sales Order: 29521	Sales Order Acknowledgement
	Sold To: Floyd Paype	Ship To:
i	2415 North Mountain Road	Floyd Peyne 2415 North Mountain Road
· }	Spfingdale AR 72764: UNITED STATES	nc173 Springdate AR 72764 1177 03
     	New on	4 Montha
	Order Date: 5/21/2014	Seles Person: constantinoj
	Contact: Floyd Payne Customer ID: 95786	Phone: 479-283-4352
	Terms: _Due on recei	Phone: 479-283-4352 pl E. R. I. Phone: 479-283-4352 Email: fpayne60@yahoo.com Sbip-tha:
	8-10 weeks to ship after good funds 10,43 am	·
	Line Qty Part Number / Descri	ption.
	1 1,000.00 8100048 / 1.0	UNCE STAGECOACH SILVER ROUND \$20.04 5
5/1/15	Import Hut oak	Delayed codes 79931 Dave to Ship 6/1/19 at current fruit on get bath C-1-18 at
boutt	that mor can self	at current fine or get back C-1-18 R
	My Monog brake	403/15
	The BE	1225 og 74731 Carelled
Ship	+ 7-11	93485 (1636 6. 02)
. A 1 4	KIM	Line Total: Line Miscellaneous Charges:
Walf aged	A by Di When goe	Order Miscellaneous Charges:
Time	Cash on	Order Total 1



Subject:	Payne 29521
From:	Joseph Constantine (Joseph.Constantine@nwtmint.com)
To:	fpayne60@yahoo.com;
Date:	Wednesday, May 21, 2014 12:47 PM

Dear Mr. Payne,

Please find enclosed a copy of your invoice for your recent trade with Northwest Territorial Mint. If you have not already done so, please send your payment promptly. If we have your e-mail address on file, we will send you an e-mail when we receive your payment.

You can read the complete Terms and Conditions for this trade by visiting <u>http://bullion.nwtmint.com</u> /buyingbullion.php

# **PAYMENT and FUNDS HOLDING PERIOD**

We gladly accept personal checks, cashier's checks, money orders and bank wire transfers. Your **personal check payment must be postmarked within two business days** of placing the order, and all payments must be received by us within ten business days of placing your order. Please call us if you need to arrange for other payment arrangements. There is a ten-day holding period for personal checks and a five-day holding period for cashier's checks or money orders between the time we deposit your check and when your order enters the shipping queue. This waiting period allows us to be sure that funds are available and your check has cleared. Wire transfers are considered good funds the next business day.

It is possible that your check will be cleared by your bank before the end of the ten-day holding period, but please understand that due to bank privacy laws, it is simply not possible for us to inquire of your

bank to know exactly when your check clears.

If we do not receive payment for your order within ten business days of the date of your transaction, Northwest Territorial Mint will liquidate your position based on the closing price on the London Metals Exchange on the eleventh business day after your purchase, and **you will be charged a \$35 processing fee and liable for any market loss.** You will not benefit from any market gain.

#### ORDER LIQUIDATION POLICY

د د چنرین که قبانین که بیکی جنها خبار بند بند بند بند ور می می می می می

When you place your telephone order, you enter into a binding contractual agreement with Northwest Territorial Mint to remit payment in full based on the prevailing market purchase price agreed upon at the time your order was placed. Should you choose to buy-back your order prior to the date of delivery, Northwest Territorial Mint will liquidate your position based on the prevailing market purchase price at the time of buy-back, provided you have properly paid us. You will be liable for any difference in the event of market loss. If the prevailing market price of the items has gone up since your order, Northwest Territorial Mint will pay you the higher prevailing market price for your items. However, in the event we are unable to ship your order by the date promised, we will contact you and give you the option of buying back your order based on the spot market price at that time or agreeing to wait an additional period of time for your order, which shall not be more than!

30 days. If we are unable to deliver after that additional 30 day period we will pay you a full refund or the market gain (our listed buy price), whichever is higher.

CHECK YOUR ORDER STATUS ON-LINE

The status of your order can be viewed at any time on our web site, http://bullion.nwtmint.com/. Your order status is updated when we receive your payment. You can also find your estimated shipping time before your order is shipped, your tracking numbers after your order is shipped. To check the status of your order:

1. Click on the "Account Login" link that appears at the top and bottom of our bullion web pages or go there directly at ( https://bullion.nwtmint.com/login/login.php )

2. If this is the first time using this feature

a. Please select "Create New Account" ( https://bullion.nwtmint.com/login/registration.php )

b. Please follow the steps provided.

c. Please check your incoming e-mail for a message from us containing a verification link before continuing. Click on that link to finalize the authorization of your account.

3. Click on the "Account Login" link that appears at the top and bottom of our bullion web pages or go there directly at ( https://bullion.nwtmint.com/login/login.php )

If you have any questions that were not answered here, or you would like to place an additional order, please call our toll-free number at 800-344-6468, Monday through Friday, 6:00 a.m. to 5:30 p.m. and Saturdays 8 a.m. to 12 p.m. Pacific Time. You may visit our website anytime at http://bullion.nwtmint.com.

Once again, thank you for your payment. We appreciate your business.

Subject: Order #29521 Delay Notification

From: Buttion Customer Service (bullioncustomerservice@nwtmint.com)

To: fpayne60@yahoo.com;

Date: Friday, August 15, 2014 8:54 PM

Dear Floyd Payne,

rint

Your order 29521 was originally scheduled to ship this week. However, due to the unprecedented high volume of orders we have in line for shipping, it now appears that we may not meet our original shipping date. While we are making every effort to ship your order as soon as possible, it is possible your order may take an additional 30 days to ship. Your order is now scheduled to ship no later than September 15th, 2014, We apologize for the delay and appreciate your continued patience.

If you choose not to wait the additional thirty days for delivery, you can choose to sell your order back to us at current market prices anytime before the order is shipped.

If we are unable to ship any portion of your order by September 15th, 2014, you are entitle to receive either a full refund of the amount you paid or the prevailing market price of the item(s) you ordered, whichever is higher. Other options may be available to you as well.

## ORDER SHIPPING NOTIFICATION

We have your e-mail address on file, and we will send you an e-mail the evening your order ships, which will include tracking information.

We appreciate your business and patience. If you have any questions that were not answered here, or you would like to place an additional order, please call our toll-free number at 800-344-6468, Monday through Friday, 6:00 a.m. to 5:30 p.m. and Saturdays 8 a.m. to 12 p.m. Pacific Time. You may visit our website anytime at http://bullion.nwtmint.com.

You can read the complete Bullion Terms of Sale governing this order by visiting http://bullion.nwtmint.com/buyingbullion.php. Relevant portions of that agreement are summarized below:

## ORDER LIQUIDATION POLICY

When you place your telephone order, you enter into a binding contractual agreement with Northwest Territorial Mint to remit payment in full based on the prevailing market purchase price agreed upon at the time your order was placed. Should you choose to buy-back your order prior to the date of delivery, Northwest Territorial Mint will liquidate your position based on the prevailing market purchase price at the time of buy-back, provided you have properly paid us. You will be liable for any difference in the event of market loss. If the prevailing market price of the items has gone up since your order, Northwest Territorial Mint will pay you the higher prevailing market price for your items. However, in the event we inform you prior to the expiration of that period of time that we are unable to meet the delivery date, and you may buy-back your order and obtain a full payment of the prevailing market price at the time of liquidation.

Generally, gold, palladium and platinum are shipped via United States Postal Service Registered Insured mail. Silver is usually shipped via Federal Express Ground. When your order is shipped, we will send you an e-mail with a tracking number.

ORDER LIQUIDATION POLICY

\*\*\*\*

When you place your telephone order, you enter into a binding contractual agreement with Northwest Territorial Mint to remit payment in full based on the prevailing market purchase price agreed upon at the time your order was placed. Should you choose to buy-back your order prior to the date of delivery, Northwest Territorial Mint will liquidate your position based on the prevailing market purchase price at the time of buy-back, provided you have properly paid us. You will be liable for any difference in the event of market loss. If the prevailing market price of the items has gone up since your order, Northwest Territorial Mint will pay you the higher prevailing market price for your items. However, in the event we are unable to ship your order by the date promised, we will contact you and give you the option of buying back your order based on the spot market price at that time or agreeing to wait an additional period of time for your order, which shall not be more than!

30 days. If we are unable to deliver after that additional 30 day period we will pay you a full refund or the market gain (our listed buy price), whichever is higher.

CHECK YOUR ORDER STATUS ON-LINE

The status of your order can be viewed at any time on our web site, http://bullion.nwtmint.com/. Your order status is updated when we receive your payment. You can also find your estimated shipping time before your order is shipped, your tracking numbers after your order is shipped. To check the status of your order:

1. Click on the "Account Login" link that appears at the top and bottom of our bullion web pages or go there directly at (https://bullion.nwtmint.com/login/login.php)

2. If this is the first time using this feature

a. Please select "Create New Account" (https://bullion.nwtmint.com/login/registration.php)

b. Please follow the steps provided.

c. Please check your incoming e-mail for a message from us containing a verification link before continuing. Click on that link to finalize the authorization of your account.

3. Click on the "Account Login" link that appears at the top and bottom of our bullion web pages or go

there directly at ( https://bullion.nwtmint.com/login/login.php )

If you have any questions that were not answered here, or you would like to place an additional order, please call our toll-free number at 800-344-6468, Monday through Friday, 6:00 a.m. to 5:30 p.m. and Saturdays 8 a.m. to 12 p.m. Pacific Time. You may visit our website anytime at http://bullion.nwtmint.com.

Once again, thank you for your payment. We appreciate your business.

Sincerely,

Northwest Territorial Mint 2505 S. 320th St. Ste 110 Federal Way, WA 98003 2

	Ma	Ŵ	News	Sports	Finance	Wei	ather	Games	Groups	Answers	Screen	Flickr	Mobile	More
2	হা		Θ										Home	tpayn.
Compo	se			• •	→ 💼	Delete	Mo	ve 🗸 📲	🕽 Spam 🗸	More 🗸		++	×	
nbox (33	-			Trade	<del>:</del> #49362	!								
vafts (12) ent	)			Kim N	loff						& Toda	y at 3:20 PM		
pam (879	51			To Me							9 100A	y uc 320 FA	•	
rash	~			Dear M	tr. Payne,									
olders														
lecent										rade with Norti omptly. If we h				
ponsored							-	-	eive your pay		are your e n	igii 8001633		
				You ca	n rozci tha c	omolete	Torme an	d Conditie	ane for this to	de by visiting				
					/bullion.nw	•				de by visiting				
2.2					ENT and R									
Valden Uni Valden Unix			n							orders and bank <b>vo business da</b>				
eychology				•	-	-		•		days of placing		· .		
						_	-	-		There is a ten-d checks or mone	• • •			
										shipping queue	•			
					us to be sur ered good i				d your check	has cleared. Wi	re transfers a	ne		
										fore the end of				
					, out please of your	understa	nd that c	lue to ban	k privacy law	i, it is simply no	t possible to	rus to		
				bank to	o know erad	tly when	your che	ck clears.						
										ness days of the			٩,	
										l on the closing rchase, and you			5,	
										ot benefit from			•	
					AIL A PAYN		US, PLE	ASE SEND	) TO:					
				Northy PO Boy	vest Territor x 2148	ial Mint								
				Auburr	n, WA 980	71-2148								
				TO SEI		AENT OV	<b>FERNIGH</b>	it via fec	DEX OR UPS	:				
				North	west Territor	ial Mint				•				
					iouth 320th I Way, WA !	-	uite 110							
				FOR B	ANK WIRE	TRANSF	ERS, PLE	ASE WIRI	E FUNDS TO	1				
				Banner	<sup>,</sup> Bank Pacific High									
					Way, WA !									
				ABA# 3	323 371 076	i								
					nefit of: west Territor	441 2 41-2	nc							
					55000 112									
					outh 320th	Street								
				Suite 1 Federa	.10   Way, WA 9	8003								

IRAs

by pjalau on flicter

i of l

If you are using your IRA to pay for your trade, you need to contact your trust company and provide than with a come of the attached invoice. For information about hunting practices matale with your

[3350 unread) - fpayne60 - Yahoo Mail

Payne 49362.pdf

1 of 1



Sales Order: 49362

Sold To:

Floyd Payne 2415 North Mountain Road Springdale AR 72764 UNITED STATES

NORTHWEST TERRITORIAL MINT LLC

Remit To: P.O. Box 2148 Aubum, WA 98071 Phone: 800-344-6468 Fax: 253-735-2210

#### Sales Order Acknowledgement

Ship To: Flovd Pavne 2415 North Mountain Road Springdale AR 72764 UNITED STATES

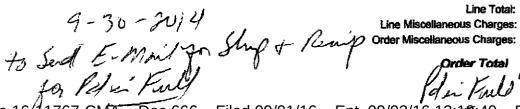
Order Date:	9/29/2014	Sales Person:	neffk
Contact;	Floyd Payne	Phone:	479-283-4352
Customer ID:	95785	Email:	fpayne60@yat
Terms:	Due on receipt	Ship Via:	

9-29-14 applying funds from order #29521 to pay for this order - Kim

Line		Part Numbe	r / Description	Unit Price
1	1,086.00	B100048	/ 1 OUNCE STAGECOACH SILVER ROUND	\$18.46
2	1.00	B79805-S	/ FREE SILVER BUY, SELL, HOLD DIE 1 OUNCE FINE SILVER .999 FINE	\$0.00

Kin Noff North west Temberil Mit Buttion Castone Service Camelled argin 1000 bee 1800 - Some as above 1800 - Some as a bove 1800 - Some as a bove 1900 - Some as a bove 1800 - Some as a bove 1800 - Some as a bove 1800 - Some as a bove 1900 - 2505 S. 320 # St. Suite 110

Federal Way, LA. 58003



proter Total 20047.56

Line Total:

l of 1

Case 16-11767-CMA Doc 666 Filed 09/01/16

Ent. 09/02/16 12:18:40 Pg. 24 09/29/2014 5:56 PM 

 Subject:
 Trade #49362 - Payment Received Notification

 From:
 Northwest Territorial Mint (bullioncustomerservice@nwtmint.com)

 To:
 fpayne60@yahoo.com;

 Date:
 Thursday, October 9, 2014 12:27 PM

Dear Floyd Payne,

Thank you for sending your payment to Northwest Territorial Mint. Your Trade Funds in the amount of \$20,040.00 was received September 29th, 2014 and posted. Trade #49362 is now paid in full with an estimated shipping window of Dec 1st - Dec 5th. An e-mail will be sent to you the evening that your order is shipped with your tracking numbers included. If there is any delay in shipment you will be notified by e-mail.

If you have any questions please e-mail us at bullioncustomerservice@nwtmint.com Please call our bullion department at (800) 344-6468 Monday through Friday, 6:00 a.m. to 5:30 p.m. and Saturdays 8 a.m. to 12 p.m. Pacific Time if you would like to place an additional order. Thank you for your business.

#### FUNDS HOLDING PERIOD

There is a ten-day holding period for personal checks and a five-day holding period for cashier's checks or money orders between the time we deposit your check and when your order enters the shipping queue. This waiting period allows us to be sure that funds are available and your check has cleared. Wire transfers are considered good funds the next business day.

It is possible that your check will be cleared by your bank before the end of the ten-day holding period, but please understand that due to bank privacy laws, it is simply not possible for us to inquire of your bank to know exactly when your check clears.

## SHIPPING TIME

Our policy is to ship orders promptly after you have properly paid us. However, reductions in inventory resulting from an increased demand for certain bullion products and other reasons may delay shipping. If we cannot ship your order within the delivery time represented to you at the time of purchase, we will inform you prior to the expiration of that period of time that we are unable to meet the delivery date, and you may buy-back your order and obtain a full payment of the prevailing market price at the time of liquidation.

Generally, gold, palladium and platinum are shipped via United States Postal Service Registered Insured mail. Silver is usually shipped via Federal Express Ground. When your order is shipped, we will send you an e-mail with a tracking number.

#### ORDER LIQUIDATION POLICY

When you place your telephone order, you enter into a binding contractual agreement with Northwest Territorial Mint to remit payment in full based on the prevailing market purchase price agreed upon at the time your order was placed. Should you choose to buy-back your order prior to the date of delivery, Northwest Territorial Mint will liquidate your position based on the prevailing market purchase price at the time of buy-back, provided you have properly paid us. You will be liable for any difference in the event of market loss. If the prevailing market price of the items has gone up since your order, Northwest Territorial Mint will pay you the higher prevailing market price for your items. However, in the event we are unable to ship your order by the date promised, we will contact you and give you the option of buying back your order based on the spot market price at that time or agreeing to wait an additional period of time for your order, which shall not be more than!

30 days. If we are unable to deliver after that additional 30 day period we will pay you a full refund or the market gain (our listed buy price), whichever is higher.

CHECK YOUR ORDER STATUS ON-LINE

\*\*\*\*

The status of your order can be viewed at any time on our web site, http://bullion.nwtmint.com/. Your order status is updated when we receive your payment. You can also find your estimated shipping time before your order is shipped, your tracking numbers after your order is shipped. To check the status of your order:

1. Click on the "Account Login" link that appears at the top and bottom of our bullion web pages or go there directly at ( https://bullion.nwtmint.com/login/login.php )

2. If this is the first time using this feature

a. Please select "Create New Account" ( https://bullion.nwtmint.com/login/registration.php )

b. Please follow the steps provided.

c. Please check your incoming e-mail for a message from us containing a verification link before continuing. Click on that link to finalize the authorization of your account.

3. Click on the "Account Login" link that appears at the top and bottom of our bullion web pages or go there directly at ( https://bullion.nwtmint.com/login/login.php )

If you have any questions that were not answered here, or you would like to place an additional order, please call our toll-free number at 800-344-6468, Monday through Friday, 6:00 a.m. to 5:30 p.m. and Saturdays 8 a.m. to 12 p.m. Pacific Time. You may visit our website anytime at http://bullion.nwtmint.com.

Once again, thank you for your payment. We appreciate your business.

Subject:	Trade #74731 - Payment Received Notification
From:	Northwest Territorial Mint (bullioncustomerservice@nwtmint.com)
To:	fpayne60@yahoo.com;
Date:	Wednesday, February 25, 2015 12:42 PM

#### Dear Floyd Payne,

Thank you for sending your payment to Northwest Territorial Mint. Your Personal Check in the amount of \$20,040.00 was received February 20th, 2015 and posted. Trade #74731 is now paid in full with an estimated shipping window of Apr 27th - May 1st. An e-mail will be sent to you the evening that your order is shipped with your tracking numbers included. If there is any delay in shipment you will be notified by e-mail.

If you have any questions please e-mail us at bullioncustomerservice@nwtmint.com Please call our bullion department at (800) 344-6468 Monday through Friday, 6:00 a.m. to 5:30 p.m. and Saturdays 8 a.m. to 12 p.m. Pacific Time if you would like to place an additional order. Thank you for your business.

#### FUNDS HOLDING PERIOD

-----

There is a ten-day holding period for personal checks and a five-day holding period for cashier's checks or money orders between the time we deposit your check and when your order enters the shipping queue. This waiting period allows us to be sure that funds are available and your check has cleared. Wire transfers are considered good funds the next business day.

It is possible that your check will be cleared by your bank before the end of the ten-day holding period, but please understand that due to bank privacy laws, it is simply not possible for us to inquire of your bank to know exactly when your check clears.

## SHIPPING TIME

------

Our policy is to ship orders promptly after you have properly paid us. However, reductions in inventory resulting from an increased demand for certain bullion products and other reasons may delay shipping. If we cannot ship your order within the delivery time represented to you at the time of purchase, we will inform you prior to the expiration of that period of time that we are unable to meet the delivery date, and you may buy-back your order and obtain a full payment of the prevailing market price at the time of liquidation.

Generally, gold, palladium and platinum are shipped via United States Postal Service Registered Insured mail. Silver is usually shipped via Federal Express Ground. When your order is shipped, we will send you an e-mail with a tracking number.

are unable to ship your order by the date promised, we will contact you and give you the option of buying back your order based on the spot market price at that time or agreeing to wait an additional period of time for your order, which shall not be more than!

30 days. If we are unable to deliver after that additional 30 day period we will pay you a full refund or the market gain (our listed buy price), whichever is higher.

#### SHIPPING TIME

**Print** 

Our policy is to ship orders promptly after you have properly paid us. However, reductions in inventory resulting from an increased demand for certain bullion products and other reasons may delay shipping. If we cannot ship your order within the delivery time represented to you at the time of purchase, we will inform you prior to the expiration of that period of time that we are unable to meet the delivery date, and you may buy-back your order and obtain a full payment of the prevailing market price at the time of liquidation.

Generally, gold, palladium and platinum are shipped via United States Postal Service Registered Insured mail. Silver is usually shipped via Federal Express Ground.

Sincerely,

Bullion Customer Service Northwest Territorial Mint

Website: http://bullion.nwtmint.com/ Phone: (800) 344-6468 Fax: (253) 735-2210 Subject: Order #74731 Delay Notification

From: Bullion Customer Service (bullioncustomerservice@nwtmint.com)

To: fpayne60@yahoo.com;

Date: Friday, May 1, 2015 8:13 PM

Dear Floyd Payne,

Your order 74731 was originally scheduled to ship this week. However, due to the unprecedented high volume of orders we have in line for shipping, it now appears that we may not meet our original shipping date. While we are making every effort to ship your order as soon as possible, it is possible your order may take an additional 30 days to ship. Your order is now scheduled to ship no later than June 1st, 2015, We apologize for the delay and appreciate your continued patience.

If you choose not to wait the additional thirty days for delivery, you can choose to sell your order back to us at current market prices anytime before the order is shipped.

If we are unable to ship any portion of your order by June 1st, 2015, you are entitle to receive either a full refund of the amount you paid or the prevailing market price of the item(s) you ordered, whichever is higher. Other options may be available to you as well.

#### ORDER SHIPPING NOTIFICATION

We have your e-mail address on file, and we will send you an e-mail the evening your order ships, which will include tracking information.

We appreciate your business and patience. If you have any questions that were not answered here, or you would like to place an additional order, please call our toll-free number at 800-344-6468, Monday through Friday, 6:00 a.m. to 5:30 p.m. and Saturdays 8 a.m. to 12 p.m. Pacific Time. You may visit our website anytime at http://bullion.nwtmint.com.

You can read the complete Bullion Terms of Sale governing this order by visiting http://bullion.nwtmint.com/buyingbullion.php. Relevant portions of that agreement are summarized below:

#### **ORDER LIQUIDATION POLICY**

When you place your telephone order, you enter into a binding contractual agreement with Northwest Territorial Mint to remit payment in full based on the prevailing market purchase price agreed upon at the time your order was placed. Should you choose to buy-back your order prior to the date of delivery, Northwest Territorial Mint will liquidate your position based on the prevailing market purchase price at the time of buy-back, provided you have properly paid us. You will be liable for any difference in the event of market loss. If the prevailing market price of the items has gone up since your order, Northwest Territorial Mint will pay you the higher prevailing market price for your items. However, in the event we

Print

Subject:	Trade #93485 - Payment Received Notification
From:	Northwest Territorial Mint (bullioncustomerservice@nwtmint.com)
То:	fpayne60@yahoo.com;

Date: Saturday, July 25, 2015 7:59 PM

#### Dear Floyd Payne,

rint

Thank you for sending your payment to Northwest Territorial Mint. Your Trade Funds in the amount of \$20,040.00 was received June 23rd, 2015 and posted. Trade #93485 is now paid in full with an estimated shipping window of Sep 7th - Sep 11th. An e-mail will be sent to you the evening that your order is shipped with your tracking numbers included. If there is any delay in shipment you will be notified by e-mail.

If you have any questions please e-mail us at bullioncustomerservice@nwtmint.com Please call our bullion department at (800) 344-6468 Monday through Friday, 6:00 a.m. to 5:30 p.m. and Saturdays 8 a.m. to 12 p.m. Pacific Time if you would like to place an additional order. Thank you for your business.

#### FUNDS HOLDING PERIOD

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

There is a ten-day holding period for personal checks and a five-day holding period for cashier's checks or money orders between the time we deposit your check and when your order enters the shipping queue. This waiting period allows us to be sure that funds are available and your check has cleared. Wire transfers are considered good funds the next business day.

It is possible that your check will be cleared by your bank before the end of the ten-day holding period, but please understand that due to bank privacy laws, it is simply not possible for us to inquire of your bank to know exactly when your check clears.

#### SHIPPING TIME

و هار دور دور اور بی این این دود بود ای دی این

Our policy is to ship orders promptly after you have properly paid us. However, reductions in inventory resulting from an increased demand for certain bullion products and other reasons may delay shipping. If we cannot ship your order within the delivery time represented to you at the time of purchase, we will inform you prior to the expiration of that period of time that we are unable to meet the delivery date, and you may buy-back your order and obtain a full payment of the prevailing market price at the time of liquidation.

Generally, gold, palladium and platinum are shipped via United States Postal Service Registered Insured mail. Silver is usually shipped via Federal Express Ground. When your order is shipped, we will send you an e-mail with a tracking number.

prevailing market purchase price agreed upon at the time your order was placed. Should you choose to buy-back your order prior to the date of delivery, Northwest Territorial Mint will liquidate your position based on the prevailing market purchase price at the time of buy-back, provided you have properly paid us. You will be liable for any difference in the event of market loss. If the prevailing market price of the items has gone up since your order, Northwest Territorial Mint will pay you the higher prevailing market price for your items. However, in the event we are unable to ship your order by the date promised, we will contact you and give you the option of buying back your order based on the spot market price at that time or agreeing to wait an additional period of time for your order, which shall not be more than 30 days. If we are unable to deliver after that additional 30 day period we will pay you a full refund or the market gain (our listed buy price), whichever is higher.

#### SHIPPING TIME

Our policy is to ship orders promptly after you have properly paid us. However, reductions in inventory resulting from an increased demand for certain bullion products and other reasons may delay shipping. If we cannot ship your order within the delivery time represented to you at the time of purchase, we will inform you prior to the expiration of that period of time that we are unable to meet the delivery date, and you may buy-back your order and obtain a full payment of the prevailing market price at the time of liquidation.

Generally, gold, palladium and platinum are shipped via United States Postal Service Registered Insured mail. Silver is usually shipped via Federal Express Ground.

Sincerely,

Bullion Customer Service Northwest Territorial Mint

Website: http://bullion.nwtmint.com/ Phone: (800) 344-6468 Fax: (253) 735-2210

Subject:	Order #93485 Delay Notification
From:	Bullion Customer Service (bullioncustomerservice@nwtmint.com)
То:	fpayne60@yahoo.com;
Date:	Friday, September 11, 2015 4:55 PM

Dear Floyd Payne,

Your order 93485 was originally scheduled to ship this week. However, due to the unprecedented high volume of orders we have in line for shipping, it now appears that we may not meet our original shipping date. While we are making every effort to ship your order as soon as possible, it is possible your order may take an additional 30 days to ship. Your order is now scheduled to ship no later than October 12th, 2015, We apologize for the delay and appreciate your continued patience.

If you choose not to wait the additional thirty days for delivery, you can choose to sell your order back to us at current market prices anytime before the order is shipped.

If we are unable to ship any portion of your order by October 12th, 2015, you are entitle to receive either a full refund of the amount you paid or the prevailing market price of the item(s) you ordered, whichever is higher. Other options may be available to you as well.

#### **ORDER SHIPPING NOTIFICATION**

We have your e-mail address on file, and we will send you an e-mail the evening your order ships, which will include tracking information.

We appreciate your business and patience. If you have any questions that were not answered here, or you would like to place an additional order, please call our toll-free number at 800-344-6468, Monday through Friday, 6:00 a.m. to 5:30 p.m. and Saturdays 8 a.m. to 12 p.m. Pacific Time. You may visit our website anytime at http://bullion.nwtmint.com.

You can read the complete Bullion Terms of Sale governing this order by visiting http://bullion.nwtmint.com/buyingbullion.php. Relevant portions of that agreement are summarized below:

## **ORDER LIQUIDATION POLICY**

When you place your telephone order, you enter into a binding contractual agreement with Northwest Territorial Mint to remit payment in full based on the

are unable to ship your order by the date promised, we will contact you and give you the option of buying back your order based on the spot market price at that time or agreeing to wait an additional period of time for your order, which shall not be more than!

30 days. If we are unable to deliver after that additional 30 day period we will pay you a full refund or the market gain (our listed buy price), whichever is higher.

#### SHIPPING TIME

Our policy is to ship orders promptly after you have properly paid us. However, reductions in inventory resulting from an increased demand for certain bullion products and other reasons may delay shipping. If we cannot ship your order within the delivery time represented to you at the time of purchase, we will inform you prior to the expiration of that period of time that we are unable to meet the delivery date, and you may buy-back your order and obtain a full payment of the prevailing market price at the time of liquidation.

Generally, gold, palladium and platinum are shipped via United States Postal Service Registered Insured mail. Silver is usually shipped via Federal Express Ground.

Sincerely,

Bullion Customer Service Northwest Territorial Mint

Website: http://bullion.nwtmint.com/ Phone: (800) 344-6468 Fax: (253) 735-2210

Subject:	Trade #113700 - Payment Received Notification
From:	Northwest Territorial Mint (bullioncustomerservice@nwtmint.com)
То:	fpayne60@yahoo.com;
Date:	Thursday, December 17, 2015 6:44 PM

Dear Floyd Payne,

Thank you for sending your payment to Northwest Territorial Mint. Your Trade Funds in the amount of \$20,040.00 was received November 4th, 2015 and posted. Trade #113700 is now paid in full with an estimated shipping window of Jan 11th - Jan 15th. An e-mail will be sent to you the evening that your order is shipped with your tracking numbers included. If there is any delay in shipment you will be notified by e-mail.

If you have any questions please e-mail us at bullioncustomerservice@nwtmint.com Please call our bullion department at (800) 344-6468 Monday through Friday, 6:00 a.m. to 5:30 p.m. and Saturdays 8 a.m. to 12 p.m. Pacific Time if you would like to place an additional order. Thank you for your business.

## FUNDS HOLDING PERIOD

ہ ہے جہ بار سے بی ہے جہ بند خار ابن ط

There is a ten-day holding period for personal checks and a five-day holding period for cashier's checks or money orders between the time we deposit your check and when your order enters the shipping queue. This waiting period allows us to be sure that funds are available and your check has cleared. Wire transfers are considered good funds the next business day.

It is possible that your check will be cleared by your bank before the end of the ten-day holding period, but please understand that due to bank privacy laws, it is simply not possible for us to inquire of your bank to know exactly when your check clears.

# SHIPPING TIME

-----

Our policy is to ship orders promptly after you have properly paid us. However, reductions in inventory resulting from an increased demand for certain bullion products and other reasons may delay shipping. If we cannot ship your order within the delivery time represented to you at the time of purchase, we will inform you prior to the expiration of that period of time that we are unable to meet the delivery date, and you may buy-back your order and obtain a full payment of the prevailing market price at the time of liquidation.

Generally, gold, palladium and platinum are shipped via United States Postal Service Registered Insured mail. Silver is usually shipped via Federal Express Ground. When your order is shipped, we will send you an e-mail with a tracking number.

#### ORDER LIQUIDATION POLICY

#### \*\*\*\*\*\*

When you place your telephone order, you enter into a binding contractual agreement with Northwest Territorial Mint to remit payment in full based on the prevailing market purchase price agreed upon at the time your order was placed. Should you choose to buy-back your order prior to the date of delivery, Northwest Territorial Mint will liquidate your position based on the prevailing market purchase price at the time of buy-back, provided you have properly paid us. You will be liable for any difference in the event of market loss. If the prevailing market price of the items has gone up since your order, Northwest Territorial Mint will pay you the higher prevailing market price for your items. However, in the event we are unable to ship your order by the date promised, we will contact you and give you the option of buying back your order based on the spot market price at that time or agreeing to wait an additional period of time for your order, which shall not be more than!

30 days. If we are unable to deliver after that additional 30 day period we will pay you a full refund or the market gain (our listed buy price), whichever is higher.

#### CHECK YOUR ORDER STATUS ON-LINE

The status of your order can be viewed at any time on our web site, http://bullion.nwtmint.com/. Your order status is updated when we receive your payment. You can also find your estimated shipping time before your order is shipped, your tracking numbers after your order is shipped. To check the status of your order:

1. Click on the "Account Login" link that appears at the top and bottom of our bullion web pages or go there directly at ( https://bullion.nwtmint.com/login/login.php )

2. If this is the first time using this feature

a. Please select "Create New Account" (https://bullion.nwtmint.com/login/registration.php)

b. Please follow the steps provided.

c. Please check your incoming e-mail for a message from us containing a verification link before continuing. Click on that link to finalize the authorization of your account.

3. Click on the "Account Login" link that appears at the top and bottom of our bullion web pages or go there directly at ( https://bullion.nwtmint.com/login/login.php )

If you have any questions that were not answered here, or you would like to place an additional order, please call our toll-free number at 800-344-6468, Monday through Friday, 6:00 a.m. to 5:30 p.m. and Saturdays 8 a.m. to 12 p.m. Pacific Time. You may visit our website anytime at http://bullion.nwtmint.com.

Once again, thank you for your payment. We appreciate your business.

Sincerely,

Northwest Territorial Mint 2505 S. 320th St. Ste 110 Federal Way, WA 98003

#### ORDER LIQUIDATION POLICY

**Print** 

When you place your telephone order, you enter into a binding contractual agreement with Northwest Territorial Mint to remit payment in full based on the prevailing market purchase price agreed upon at the time your order was placed. Should you choose to buy-back your order prior to the date of delivery, Northwest Territorial Mint will liquidate your position based on the prevailing market purchase price at the time of buy-back, provided you have properly paid us. You will be liable for any difference in the event of market loss. If the prevailing market price of the items has gone up since your order, Northwest Territorial Mint will pay you the higher prevailing market price for your items. However, in the event we are unable to ship your order by the date promised, we will contact you and give you the option of buying back your order based on the spot market price at that time or agreeing to wait an additional period of time for your order, which shall not be more than!

30 days. If we are unable to deliver after that additional 30 day period we will pay you a full refund or the market gain (our listed buy price), whichever is higher.

CHECK YOUR ORDER STATUS ON-LINE

\_\_\_\_\_ \_\_ \_\_\_\_\_\_\_

The status of your order can be viewed at any time on our web site, http://bullion.nwtmint.com/. Your order status is updated when we receive your payment. You can also find your estimated shipping time before your order is shipped, your tracking numbers after your order is shipped. To check the status of your order:

1. Click on the "Account Login" link that appears at the top and bottom of our bullion web pages or go there directly at ( https://bullion.nwtmint.com/login/login.php )

2. If this is the first time using this feature

a. Please select "Create New Account" (https://bullion.nwtmint.com/login/registration.php)

b. Please follow the steps provided.

c. Please check your incoming e-mail for a message from us containing a verification link before continuing. Click on that link to finalize the authorization of your account.

3. Click on the "Account Login" link that appears at the top and bottom of our bullion web pages or go there directly at ( https://bullion.nwtmint.com/login/login.php )

If you have any questions that were not answered here, or you would like to place an additional order, please call our toll-free number at 800-344-6468, Monday through Friday, 6:00 a.m. to 5:30 p.m. and Saturdays 8 a.m. to 12 p.m. Pacific Time. You may visit our website anytime at http://bullion.nwtmint.com.

Once again, thank you for your payment. We appreciate your business.

Subject:	NWTMint: Trade #29521 - Payment Received Notification
From:	Elizabeth Cornwell (Elizabeth.Cornwell@nwtmint.com)

To: fpayne60@yahoo.com;

Date: Thursday, May 29, 2014 11:51 AM

-----Original Message-----From: Northwest Territorial Mint [mailto:bullioncustomerservice@nwtmint.com] Sent: Wednesday, May 28, 2014 2:03 PM To: fpayne60@yahoo.com Subject: Trade #29521 - Payment Received Notification

#### Dear Floyd Payne,

Thank you for sending your payment to Northwest Territorial Mint. Your Personal Check in the amount of \$20,040.00 was received May 27th, 2014 and posted. Trade #29521 is now paid in full with an estimated shipping window of Aug 11th - Aug 15th. An e-mail will be sent to you the evening that your order is shipped with your tracking numbers included. If there is any delay in shipment you will be notified by e-mail.

If you have any questions please e-mail us at bullioncustomerservice@nwtmint.com Please call our bullion department at (800) 344-6468 Monday through Friday, 6:00 a.m. to 5:30 p.m. and Saturdays 8 a.m. to 12 p.m. Pacific Time if you would like to place an additional order. Thank you for your business.

#### FUNDS HOLDING PERIOD

There is a ten-day holding period for personal checks and a five-day holding period for cashier's checks or money orders between the time we deposit your check and when your order enters the shipping queue. This waiting period allows us to be sure that funds are available and your check has cleared. Wire transfers are considered good funds the next business day.

It is possible that your check will be cleared by your bank before the end of the ten-day holding period, but please understand that due to bank privacy laws, it is simply not possible for us to inquire of your bank to know exactly when your check clears.

#### SHIPPING TIME

\*\*\*\*\*\*

Our policy is to ship orders promptly after you have properly paid us. However, reductions in inventory resulting from an increased demand for certain bullion products and other reasons may delay shipping. If we cannot ship your order within the delivery time represented to you at the time of purchase, we will

a. Please select "Create New Account" (<u>https://bullion.nwtmint.com/login</u>/registration.php)

b. Enter your Customer Code found on your invoice that begins with the numbers "08" followed by up to ten uppercase letters.

c. Enter your e-mail address, enter a password of your choice, enter the password again to confirm it, and click "Submit." Please review our <u>password guide</u> for information on choosing an acceptable password.

d. Please check your incoming e-mail for a message from us containing a verification link before continuing. Click on that link to finalize the authorization of your account.

3. Enter Customer Code, the password you previously chose and select "Submit." Your first screen will display an order summary page. Click on the highlighted order number to find payment, estimated shipping windows or tracking information.

Now you can return to the "Order Status" link at any time, enter your Customer Code and password, and select "Submit." Your first screen will display an order summary page.

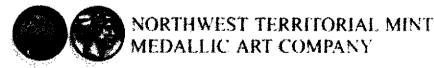
If you have any questions that were not answered here, or you would like to place an additional order, please call our toll-free number at **800-344-6468**, Monday through Friday, 7 a.m. to 5 p.m. and Saturdays 8 a.m. to 12 p.m. Pacific Time. You may visit our website anytime at <u>http://bullion.nwtmint.com</u>.

We appreciate your business,

Joseph Constantine Northwest Territorial Mint Bullion Sales



1-800-344-6468 2505 S. 320th St. Suite 110 Federal Way, Wa 98003 Joseph.Constantine@nwtmint.com



www.nwtmint.com 80 Aupark Vista Blvd Dayton, NV 89403 • 775 246-6000 main

#### **ORDER LIQUIDATION POLICY**

Tint

5 Case 16-11767-CMA Doc 666 Filed 09/01/16 Ent. 09/02/16 12:18:40 Pg. 39 of 12/2016 2:47 PM

When you place your telephone order, you enter into a binding contractual agreement with Northwest Territorial Mint to remit payment in full based on the prevailing market purchase price agreed upon at the time your order was placed. Should you choose to buy-back your order prior to the date of delivery, Northwest Territorial Mint will liquidate your position based on the prevailing market purchase price at the time of buy-back, provided you have properly paid us. You will be liable for any difference in the event of market loss. If the prevailing market price of the items has gone up since your order, Northwest Territorial Mint will pay you the higher prevailing market price for your items. However, in the event we are unable to ship your order by the date promised, we will contact you and give you the option of buying back your order based on the spot market price at that time or agreeing to wait an additional period of time for your order, which shall not be more than 30 days. If we are unable to deliver after the additional period of time has elapsed we will pay you the full purchase price or the prevailing spot market price, whichever is higher.

#### SHIPPING TIME

Our policy is to ship orders promptly after you have properly paid us. However, reductions in inventory resulting from an increased demand for certain bullion products and other reasons may delay shipping. If we cannot ship your order within the delivery time represented to you at the time of purchase, we will inform you prior to the expiration of that period of time that we are unable to meet the delivery date, and you may buy-back your order and obtain a full payment of the prevailing market price at the time of liquidation.

Generally, gold, palladium and platinum are shipped via United States Postal Service Registered Insured mail. Silver is usually shipped via Federal Express Ground.

## Attachments

- image001.jpg (11.46KB)
- image002.jpg (9.29KB)
- Payne 29521.pdf (195.07KB)

Our policy is to ship orders promptly after you have properly paid us. However, reductions in inventory resulting from an increased demand for certain bullion products and other reasons may delay shipping. If we cannot ship your order within the delivery time represented to you at the time of purchase, we will inform you prior to the expiration of that period of time that we are unable to meet the delivery date, and you may buy-back your order and obtain a full payment of the prevailing market price at the time of liquidation.

Generally, gold, palladium and platinum are shipped via United States Postal Service Registered Insured mail. Silver is usually shipped via Federal Express Ground.

#### **ORDER LIQUIDATION POLICY**

rint

When you place your telephone order, you enter into a binding contractual agreement with Northwest Territorial Mint to remit payment in full based on the prevailing market purchase price agreed upon at the time your order was placed. Should you choose to buy-back your order prior to the date of delivery, Northwest Territorial Mint will liquidate your position based on the prevailing market purchase price at the time of buy-back, provided you have properly paid us. You will be liable for any difference in the event of market loss. If the prevailing market price of the items has gone up since your order, Northwest Territorial Mint will pay you the higher prevailing market price for your items. However, in the event we are unable to ship your order by the date promised, we will contact you and give you the option of buying back your order based on the spot market price at that time or agreeing to wait an additional period of time for your order, which shall not be more than 30 days. If we are unable to deliver after the additional period of time has elapsed we will pay you the full purchase price or the prevailing spot market price, whichever is higher.

#### **ORDER IS BINDING AGREEMENT - NO CANCELLATIONS**

Once you place your telephone order, you enter into a *binding contractual agreement* with Northwest Territorial Mint to remit payment in full based on the prevailing market purchase price agreed upon at the time your order was placed. As such, *we have a no-cancellation policy*.

#### CHECK YOUR ORDER STATUS ON-LINE

The status of your order can be viewed at any time on our web site, <u>http://bullion.nwtmint.com/</u>. Your order status is updated when we receive your payment. You can also find your estimated shipping time before your order is shipped, your tracking numbers after your order is shipped. To check the status of your order:

1. Click on the "Order Status" link that appears at the top and bottom of our bullion web pages or go there directly at <u>https://bullion.nwtmint.com/login/login.php</u> 2. If this is the first time using this feature

Case 16-11767-CMA Doc 666 Filed 09/01/16 Ent. 09/02/16 12:18:40 Pg. 41 0f 42:16 - 47 mm

## TO MAIL A PAYMENT TO US, PLEASE SEND TO:

Northwest Territorial Mint

PO Box 2148

Auburn, WA 98071-2148

# TO SEND A PAYMENT OVERNIGHT VIA FEDEX OR UPS:

Northwest Territorial Mint

2505 S 320th Street Ste 110

Federal Way, WA 98003

## FOR BANK WIRE TRANSFERS, PLEASE WIRE FUNDS TO:

Banner Bank 34600 Pacific Highway S. Federal Way, WA 98003

ABA# 323 371 076

#### For benefit of:

Northwest Territorial Mint, LLC Acct # 55000 112 44 2505 South 320th Street Suite 110 Federal Way, WA 98003

Note: Please use our full company name as shown or the transfer will fail.

## IRAs

If you are using your IRA to pay for your trade, you need to contact your trust company and provide them with a copy of the attached invoice. For information about buying precious metals with your IRA, please visit <u>http://bullion.nwtmint.com/articles\_ira.php</u>

#### SHIPPING TIME