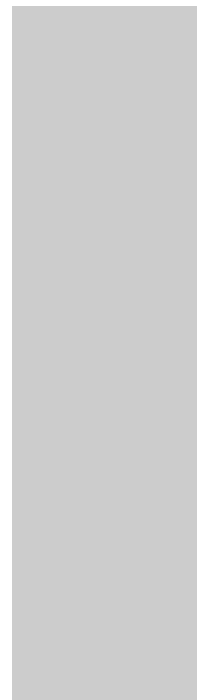




HOW TO OPEN AN ATLAS ACCOUNT



PLEASE DO NOT DETACH THIS LABEL



How to open an Atlas Account

May 30, 2008

Thank you for your interest in the Monex Atlas Account. Enclosed you will find the necessary documents to open your account. Please read them and then sign, complete and return the Account Agreements.

WHERE TO SIGN THE ATLAS ACCOUNT AGREEMENTS

- | Signature Block | Agreement |
|-----------------|---|
| A. | Purchase and Sale Agreement. Be sure to include name(s), address(es), social security number(s), telephone number(s), e-mail address(es) and indicate account type. Have all parties sign and date. |
| B. | Loan, Security and Storage Agreement. Have all parties sign and date. |
| C. | Authorization to Transfer Funds. Allows excess funds to be transferred from one account you hold with Monex Deposit Company or Monex Credit Company to another without further authorization. |

To open an Atlas Account, you must sign both signature blocks A and B.

Signing these agreements in no way obligates you to do business with Monex Deposit Company or Monex Credit Company.

Return the complete Account Agreements in the business envelope provided.

Complete Account Agreements must be returned to Monex. Individual signature pages will not be accepted.

SENDING FUNDS TO MONEX

Make checks or wires payable to Monex Deposit Company. Be sure to reference your Monex account number, the name of account holder, and your Account Representative's code on the back of the check or in the wire.

Wire to:
Farmers and Merchants Bank
302 Pine Avenue
Long Beach, CA 90802
Routing Code: 122201198
Deposit to Account Number: 01-06944-6

Mail to:
Monex Deposit Company
P.O. Box 1800
Newport Beach, CA
92658-8917

(continued on inside back cover)

Atlas Account Agreements

Purchase and Sale Agreement; Loan, Security and Storage Agreement (Copies of these agreements may be viewed and downloaded at the Monex Internet web site: www.monex.com.)

ATTENTION

To complete these agreements each account owner must:

1. Sign and complete block A (page 14).
2. Sign block B (page 30).
3. Sign block C (page 30). Optional
4. Provide his and/or her Social Security Number.
5. Provide a complete Address.
6. Trust, Partnership, Limited Liability Company or Corporate Account - must enclose complete copy of Trust Agreement, Partnership Agreement, Limited Liability Company Agreement or Corporate Resolution.

ONLY COMPLETE ACCOUNT DOCUMENTS WILL BE PROCESSED

Any deletions from, additions to or cutting or mutilation of any portion of this Agreement will render the Agreement unacceptable.



M O N E X D E P O S I T C O M P A N Y
M O N E X C R E D I T C O M P A N Y

4910 Birch Street

Newport Beach, California

92660

Purchase and Sale Agreement

- 1 Parties.** This Agreement is entered into between Monex Deposit Company ("MDC") and Customer(s) ("Customer") signing below.
- 2 Purpose of Agreement.** This Agreement provides for the establishment of an account for Customer with MDC for the purchase and sale of commodities and shall apply to all such transactions between Customer and MDC. Customer represents that all of Customer's transactions with MDC shall be for investment or other commercial purposes and not for any personal, family, household or other consumer purposes.
- 3 Acknowledgment of Risk. Because of the volatile nature of the commodities markets, the purchase and sale of commodities involve a high degree of risk and are not suitable for all persons. Customer represents that he has read and understands this Agreement and represents that he is aware of the nature and extent of Customer's rights and obligations and the risks involved under this Agreement. Customer further acknowledges Customer's understanding that transactions subject to this Agreement are cash trades with MDC and that such trades are not subject to regulation by the Commodity Futures Trading Commission or the National Futures Association.**
- 4 Role of MDC.** MDC acts as a principal and as such sells to and buys from Customers on its own behalf. This means that MDC is a market maker and dealer in precious metals. MDC is not an exchange or brokerage house. Neither MDC nor any of its employees acts as an agent or fiduciary for any of MDC's customers. MDC does not offer managed accounts.
- 5 Commodities Currently Offered by MDC.**
- 5.1 Gold Bullion (10 Oz.)** — ten troy ounces of at least .995 fine gold.
- 5.2 Gold Bullion Coins** -- American 1 troy ounce, 1/2 ounce, 1/4 ounce and 1/10 ounce Eagles; American 1 troy ounce Buffalos; South African 1 troy ounce Krugerrands; Canadian 1 troy ounce, 1/2 ounce, 1/4 ounce and 1/10 ounce Maple Leafs; Austrian 1 troy ounce, 1/2 ounce, 1/4 ounce and 1/10 ounce Vienna Philharmonics. The one ounce coins are sold in units of 10 coins. The other coins are sold in 20-coin units. There is no mixing of coins.
- 5.3 Silver Bullion** — 1,000 troy ounces of at least .999 fine silver.
- 5.4 Silver Ingots** – 100 troy ounces of .999 fine silver.
- 5.5 90% U.S. Silver Coins** — \$1,000 face value bags of U.S. silver coins of a single denomination minted prior to 1965. Each bag contains approximately 715 troy ounces of pure silver.
- 5.6 40% U.S. Silver Coins** — \$1,000 face value bags of U.S. silver Kennedy half-dollars minted from 1965 through 1970. Each bag contains approximately 295 troy ounces of pure silver.
- 5.7 Silver Bullion Coins** — American Eagle, Canadian Maple Leaf and Austrian Vienna Philharmonic one troy ounce coins. Each sold in units of 100 coins.
- 5.8 Platinum Bullion** — 10 troy ounces of at least .9995 fine platinum.
- 5.9 Platinum Bullion Coins** — American 1 troy ounce, 1/2 ounce, 1/4 ounce and 1/10 ounce Eagles; Canadian 1 troy ounce, 1/2 ounce, 1/4 ounce and 1/10 ounce Maple Leafs. The one ounce coins are sold in units of 10 coins. The other platinum coins are sold in 20-coin units. There is no mixing of coins.
- 5.10 Palladium Bullion** — 10 troy ounces of at least .999 palladium bullion.
- 5.11 Palladium Bullion Coins** – Canadian Maple Leaf 1 troy ounce coins sold in units of 10 coins.

- 5.12** Commodities may be added to or deleted from the above list by MDC at any time.
- 6 Relationship Between Coin and Bullion Prices.** To the extent that a coin or ingot sells for more than the value of its metal content, that difference is called a "premium." When a coin or ingot sells for less than its underlying metal value, that difference is called a "discount." The premium or discount on each type of coin or coin-like ingot offered by MDC may vary significantly from day to day.
- 7 Terms of Purchase, Sale and Delivery.**
- 7.1 Customer Purchases.** At the time of verbal confirmation of a purchase, Customer will be advised of the full amount due and, should Customer wish to purchase on credit with financing provided by MDC's affiliate, Monex Credit Company ("MCC"), the initial required minimum payment. The amount due is immediately payable to MDC upon verbal confirmation of Customer's purchase. If sufficient funds are not already in Customer's account, Customer will be required to send the funds immediately. **Required funds must be sent to MDC within 24 hours of the transaction and received by MDC within 2 business days or such shorter period as may be imposed by MDC.** Failure to make such payment within this period shall constitute a default by Customer. Upon such default, MDC will be relieved of all its obligations under the transaction and may recover from Customer as liquidated damages the difference between the purchase price agreed to by Customer and MDC's bid price for the commodities at the time of default, plus MDC's buy and sell charges. Receipt and credit by MDC of Customer's funds after said 2 day period, or shorter period when imposed, shall not waive or limit MDC's remedies for default. Customer shall not be entitled to any market gains on a transaction on which he has defaulted. If Customer is purchasing from MDC on credit or for storage for the first time, Customer will be required to sign and return this Agreement and MCC's Loan, Security and Storage Agreement to MDC and MCC.
- 7.2 Customer Sales.** Upon verbal confirmation of a sale of commodities to MDC, Customer will be advised that Customer has 2 days or such shorter period as may be imposed to make delivery to MDC. Full payment shall be made to or on behalf of Customer upon delivery to and verification by MDC. Failure by Customer to effect delivery within the required time period shall constitute a default. Upon default, MDC will be relieved of all its obligations under the transaction and may recover from Customer as liquidated damages the difference between the sale price agreed to by Customer and MDC's asked price for the commodities at the time of default, plus MDC's buy and sell charges. Receipt of commodities from Customer after said 2 day period, or shorter period when imposed, shall not waive or limit MDC's remedies for default.
- 7.3 Delivery to Customer or on Customer's Behalf.** Upon receipt of good funds from Customer or on Customer's behalf in full payment for the purchase of commodities, MDC shall, as agreed, either deliver the commodities (i) to Customer, or (ii) to Customer's appointed agent or designee, or, (iii) deliver or deposit such commodities for the benefit of Customer to or with Farmers and Merchants Bank of Long Beach, California, HSBC Bank USA, New York, NY or such other banks or depositories used for the purpose of safekeeping Customer commodities (collectively referred to as "Bank").

Upon receipt of good funds from Customer in partial payment for commodities purchased on credit, MDC shall deliver to Bank, within 28 days, or such lesser period as required by law, all of the commodities purchased, to be held for Customer. Customer may take physical possession of all commodities purchased on credit at any time upon making full payment of the loan balance due to MCC.

If Customer purchases gold, silver, platinum or palladium from MDC in bullion form, as described herein, for delivery to Bank, whether on a fully-paid or financed basis, MDC may, at its sole

discretion, deliver to Bank an equivalent quantity of such metal in the form of any bullion, ingots or coins described herein, provided they are of at least equal fineness. If Customer purchases gold, silver, platinum or palladium coins, as described herein, from MDC for delivery to Bank, whether on a fully paid or financed basis, MDC may, at its sole discretion, deliver to Bank an equivalent quantity of such metal in the form of coins of a different denomination from the same country of origin, as described herein, provided that they are of at least equal fineness and value. If Customer subsequently requests possession of Customer's commodities for which an alternative form has been delivered to Bank, Customer agrees that MDC shall have the right to exchange the form of the metal delivered to Bank for that which Customer purchased, at no exchange cost to Customer.

When a customer wishes to take personal delivery of a 1,000 troy ounce silver unit, MDC may deliver a bar weighing nominally 1,000 troy ounces. When a customer wishes to take personal delivery of a 10 troy ounce palladium unit, MDC may deliver bars or coins of various weights totaling 10 ounces or, for deliveries of more than one unit of palladium, include larger bars weighing nominally 100 ounces. Actual weight of the silver and larger palladium bars is plus or minus 10%. On personal delivery of bars of nominal weight, prices will be adjusted to actual weight. Any overage or underage will be priced based upon MDC's prevailing asked or bid price, respectively, for 1,000 troy ounce silver units or 10 troy ounce palladium units, as appropriate, at the time of delivery.

When taking personal delivery, Customer may convert a 10 troy ounce gold bullion unit, a 1,000 troy ounce silver unit, or a 10 troy ounce platinum unit to an equivalent number of ounces of any combination of gold coin, silver coin, or platinum coin units of the same metal then being offered by MDC. Any such conversion must be to full units. When so converting bullion to coins, Customer will be charged MDC's prevailing coin premium(s) and/or credited MDC's prevailing coin discount(s) at the time delivery takes place.

7.4 Passage of Title. Title to commodities purchased by Customer shall pass to Customer upon delivery to Customer, Customer's appointed agent or designee or to Bank to be held for Customer. Commodities transferred to Bank for Customer will be delivered as an undivided share of a fungible lot and held in safekeeping on a fungible basis with the commodities of other Bank Customers. Upon delivery of commodities for Customer to Bank, Customer will receive title to an undivided share of the commodities so held. Title to commodities purchased by MDC from Customer shall pass to MDC upon receipt of the commodities by MDC or Bank for MDC.

7.5 Delivery to MDC. Customer commodities sold to MDC which are at Bank may be delivered to MDC at Bank. Customer commodities sold to MDC which are not at Bank must be delivered to MDC at MDC's direction.

7.6 Payment. Customer payments to MDC may be made by cashier's check drawn on a commercial bank, personal check or bank wire. Customer payments which are not bank wires will be deemed "hold funds" for delivery purposes, other than to Bank, for 12 business days after receipt by MCC. MCC may reduce the 12-day holding period on a check upon receipt of a written guarantee of payment from the issuing bank. Customer acknowledges that funds received by MDC from Customer will be credited to Customer's account at 5:00 p.m., Pacific Coast Time, on the day of receipt.

8 Pricing Policies; Spreads. MDC quotes a price at which it will sell (asked price) and a price at which it will buy (bid price). These prices are established by MDC upon its analysis of each commodity and may change many times during the day. MDC bid and asked prices are not tied to prices quoted by any other organization and there are no established daily limits on the amount those prices may change.

The difference or "spread" between MDC bid and asked prices varies. Historically, the spread on bullion prices has usually

been about 3% to 5%. Spreads on coin products are usually higher than on bullion. During times of high volatility in market prices, spreads can widen substantially. There are no assurances that spreads will remain within a given range.

MDC reserves the right to increase or decrease its prices and spreads prospectively, at its sole discretion, at any time. Customers are encouraged to compare MDC prices with those offered by other dealers. Prices of precious metals from other sources are quoted daily in the Wall Street Journal, many local newspapers and on the Internet.

9 Buy/Sell Charges (Commissions), Shipping and Handling Charges.

9.1 Buy/Sell Charges (Commissions). Customer will pay to MDC for each purchase or sale the prevailing commission applicable thereto. MDC's regular published commissions are as follows:

Less Than 1 Unit	1 Unit	2-4 Units	5-9 Units	10-19 Units	20-49 Units	50+ Units
2.00%	1.75%	1.50%	1.25%	1.00%	.75%	.50%

9.2 Shipping and Handling Charges. Shipping and handling charges apply upon personal delivery of commodities to Customer. Such charges do not apply to commodities delivered to or received from Bank for the benefit of Customer. Shipment of commodities to Customer's order generally will be made by registered mail. Shipping charges will vary depending on weight, value, destination, and method of shipment. The charge is \$15 per transaction plus \$1 per ounce of metal delivered for all gold, platinum and palladium products. The charge is \$85 per 1,000 ounce silver bar and \$75 per bag of 90% or 40% U.S. silver coins. Other silver bullion coins or ingots are \$15 per transaction plus \$5 per 100 ounces. There is a handling charge per unit delivered to Customer of \$75 for gold and platinum bullion, \$100 for palladium bullion and \$25 for silver bullion. Additional handling fees shall be charged on all shipments to Canada. Customer may request to take delivery of ten 100 ounce silver bars, if available, instead of a 1,000 ounce silver bar. Customer shall pay a premium for such substituted bars as quoted by MDC at the time of delivery.

Customer mailing or shipping commodities to MDC bears all risk of loss or non-delivery until the shipment is received and accepted by MDC. Customer wishing to make delivery to MDC is required to give at least 3 days advance notice and make delivery to MDC's designated facility. Deliveries of commodities to MDC must be in a form acceptable to MDC and may require inspection and assay at the expense of Customer.

Customer may arrange for pick-up of Customer's commodities from a designated pick-up vault facility. Currently such facility is Brinks, Inc., 1120 W. Venice Blvd., Los Angeles, CA. MDC must be advised at least 24 hours in advance for pick-up of Customer commodities. MDC will make all appointments and arrangements for pick-up by Customer with the appropriate facility. Customer must satisfy all payments due MDC and MCC before appointments for pick-up may be made. All communications to arrange a pick-up must be made with MDC and not with the vault facility.

9.3 Adjustment of Charges. MDC reserves the right to change prospectively at any time and at its sole discretion the rate of any of its commissions, shipping or handling fees.

10 Customer Responsibility, Discretionary Authority and Authorized Customer Orders.

10.1 Customer Responsibility; Discretionary Authority. Customer is solely responsible for all purchasing, selling and borrowing decisions for Customer's account. MDC and its Account Representatives shall neither accept nor exercise any authority to direct or control purchases or sales in Customer's account; provided however, this provision shall not limit in any way MDC's rights under Sections 7, 11, 12, 13 or 14 of this Agreement.

10.2 Authorized Customer Orders. Orders placed by Customers must be for specified quantities of commodities at MDC's prevailing quoted price at the time the order is placed (market orders), or at specified prices (limit, stop and stop-limit orders). All such orders must be confirmed orally to Customer by the MDC order desk with a tag number. No other types of orders can be accepted.

11 Limit, Stop and Stop-Limit Orders. Under certain conditions, MDC will accept orders for purchases or sales of commodities to be executed at prices which are higher or lower than its prevailing quoted market prices (limit, stop and stop-limit orders). Unless otherwise specified, limit, stop and stop-limit orders are effective for thirty calendar days. However, they may be cancelled early. Limit, stop and stop-limit orders will not be accepted outside of regular business hours (approximately 5:30 a.m. to 4:00 p.m. Pacific Coast Time, Monday through Friday (excluding company holidays)). Unless otherwise agreed, they will become effective at the opening of business on the trading day following the day they are accepted. Limit, stop and stop-limit orders are only subject to execution during regular and extended MDC business hours between approximately 5:30 a.m. and 6:00 p.m. Pacific Coast Time, Monday through Friday (excluding company holidays).

With a limit order, Customer may place an order to purchase commodities from MDC at a specified price which is **lower** than MDC's prevailing quoted asked price for that commodity. If during the time the limit order is open and subject to execution, MDC's quoted asked price for that commodity declines to, or below, the price specified in Customer's order, MDC will sell the commodity to Customer at that price, or if that asked price is never touched, the first price quoted which is **lower (better)** than the price specified in Customer's order. Conversely, Customer may place a limit order to sell a commodity to MDC at a specified price which is **higher** than MDC's prevailing quoted bid price for that commodity. In this case, Customer's order will be executed during its term if MDC's quoted bid price for the commodity increases to, or above, the price specified in Customer's order. Execution will be at the price specified, or if such price is never touched, the first price quoted which is **higher (better)** than the price specified in Customer's order.

Like limit orders, stop orders may be used either to buy or sell a commodity. However, unlike a limit sell order, a stop sell order is an order to sell a particular commodity at a price **lower** than the prevailing MDC bid price. A stop sell order will be executed at the first quoted MDC bid price which is equal to or **lower** than the specified stop price during the order's term. Conversely, a stop buy order is an order to buy a particular commodity at a price **higher** than the prevailing MDC asked price. Such orders will be executed at the first quoted MDC asked price which is equal to or higher than the specified stop price while the order is effective. Thus, the price at which a stop order is executed may be **lower (worse)** than the stop price in the case of a sell order and **higher (worse)** than the stop price in the case of a buy order.

A stop-limit order may be used to limit the price range within which a stop order will be executed. Such orders must include a specified stop price and a specified limit price. A stop-limit order will be executed per the terms of a stop order only if the MDC applicable quoted bid or ask price falls at or within the range between the specified stop price and the specified limit price while the order is effective. If a limit price is not specified, the stop-limit order will be executed as a stop order. Thus, unless specified by Customer, the limit price will be zero in the case of a sell order and infinity in the case of a purchase order.

Verbal communication of limit, stop and stop-limit orders may be tape recorded by MDC at the time the order is accepted. **Only limit, stop and stop-limit orders which are verbally confirmed to Customer by MDC's order desk will be effective.** Written confirmation of such orders or their cancellation will not be issued. Trades resulting from execution of limit, stop and stop-limit orders will be confirmed in writing and must be paid for in MDC's normal required manner.

Customer may cancel a pending limit, stop or stop-limit order at any time during regular MDC business hours. **Only such cancellation orders which are verbally confirmed to Customer by MDC's order desk will be executed.** Limit, stop or stop limit orders in effect will automatically be cancelled when they are pre-empted by market orders placed by Customer, or by a forced liquidation by MCC.

Execution of limit, stop and stop-limit orders will be based on the prevailing MDC unit price for the commodity for which the order is placed. Bid prices will be used for all sell orders and asked prices for all buy orders.

MDC reserves the right to refuse acceptance of a limit, stop or stop-limit order from Customer at any time. During times of abnormal conditions in precious metals markets, MDC may suspend the execution of pending limit, stop and stop-limit orders.

Stop and stop-limit orders placed to attempt to limit losses will not necessarily achieve their objectives. Market conditions may extend the time for, or prevent, the execution of such orders.

Limit, stop and stop-limit orders may be placed only on the preceding terms.

12 Customer Acknowledgment:

Investments in precious metals (commodities) involve substantial risk. Historically, there have been periods of varying length during which prices of commodities have moved adversely. Market prices are volatile and unpredictable and may be affected by a variety of factors including, among others, general economic conditions, political events, monetary policies of various countries, fluctuations in production and demand, stockpiles, speculative activity, transactions and events in futures markets and the degree of concern people have about these matters. It is impossible to forecast accurately how or to what degree these or other factors will affect prices.

Investments in precious metals should only be made with discretionary funds and not with monies necessary to cover or produce Customer's day-to-day living expenses.

What is suitable for one customer with a given financial means may not be suitable for the goals or emotional makeup of a second customer of the same means. Before Customer chooses to buy or sell, Customer must determine in Customer's own mind Customer's ability to understand the transaction and to meet all financial commitments to be made. The Customer must also determine Customer's ability to accept, among other things, when purchasing on credit or borrowing commodities, that Customer may be called to provide substantial additional funds and that some or all of Customer's collateral may be foreclosed upon without advance notice. Persons with limited investment experience or low incomes or assets should be particularly sensitive to the risk and requirements involved in commodity investing.

Transactions in MDC commodities involve buy and sell charges, spreads and, in some cases, finance and/or service charges. Lease fees, shipping and handling charges, and a sales or use tax may also be payable. These charges can result in a loss despite favorable price movement.

MDC and its account representatives are not agents for Customer and owe no fiduciary duty to Customer.

Account Representatives may not be able to contact you at all times that you would like. These and other circumstances may make it impossible at times for your Account Representative to stay in close touch with you concerning your account. Therefore, it is your responsibility to monitor your account and to stay in touch with MDC concerning your account and market conditions. Do not wait to be contacted.

Any representations that Customer will be notified or that Customer's commodity will be sold at particular price levels if the market turns against Customer are not authorized by MDC and may not be relied upon.

Neither MDC nor its representatives can guarantee any market movement.

While MDC intends to maintain a buy and sell market for its commodities, there is no guarantee that MDC will continue to do so. In the event that MDC is unable or unwilling to quote firm prices at any time, Customer may be obliged to dispose of Customer's commodities in another market.

MDC will rely upon instructions and orders given by Customer over the telephone. It is the practice of the industry that all trades placed over the telephone are binding contracts and must be honored. Once a trade is placed by Customer and accepted by an authorized MDC employee, a contract is created. Trades may be reversed only upon mutual consent of the parties to this Agreement.

In times of highly volatile markets, MDC phone lines may be busy due to the volume of incoming and outgoing calls. It is also possible for telephone lines to fail for reasons beyond MDC's control. Because of this, Customer is advised and will be responsible to have alternative methods to communicate with MDC (e.g., e-mail, courier messenger service, etc.) should it become necessary to do so.

In purchases of commodities on credit, it is possible for Customer to lose substantially more than the amount of the payments Customer has made. In such cases, Customer can lose up to the full amount of the commodities purchased.

Customer's account with MDC is self-directed. This means Customer makes and is responsible for all trading decisions for Customer's account. If Customer ever believes that a transaction has been entered for Customer's account that has not been authorized by Customer, or that a transaction has been accepted by MDC for Customer's account and has not been executed by MDC, Customer will immediately notify Customer's Account Representative's Supervisor or MDC's Compliance Department by phone at (949) 752-1400 or (800) 949-4653 and immediately confirm such notification in writing to MDC at 4910 Birch Street, Newport Beach, California 92660. Similarly, if Customer believes that any representative of MDC has made a verbal or written representation that is inconsistent with the terms or risks set forth herein (e.g., "At its current price, your metal can only go up in value.") or is offensive or unprofessional in nature (e.g., high pressure or unresponsive to requests), Customer will notify MDC's Compliance Department immediately. If Customer fails to make the required notification by the tenth business day following the date on which the event first became known to Customer, Customer waives all right to contest such order, matter or omission and Customer's account will stand, as is, as of the end of such business day.

MDC and its Account Representatives earn income based upon the volume and type of transactions with Customers. In the process of selling precious metals to, and buying precious metals from, Customer, the interests of MDC and its Account Representatives conflict with the interests of the Customer. At times, MDC provides cash, merchandise and travel incentives to its Account Representatives based upon the type and/or volume of the metals sold. Customer must make the final decision as to whether Customer wishes to enter into any particular transaction and should keep the foregoing in mind when making that decision. **Customer is solely responsible for all purchasing, selling and borrowing decisions for Customer's account.** This does not, however, limit in any way MDC's rights under Sections 7, 11, 12, 13 or 14 of this Agreement.

Tax consequences of transactions with MDC are the sole responsibility of Customer. Customer shall pay to MDC any sales, use or other tax applicable to transactions with MDC. Commodities delivered to depositories located outside California for Customer are intended for use by Customer outside California. If physical possession of such commodities is taken subsequently by Customer within California, sales and use tax may apply, depending upon the commodity purchased.

Customer is a sophisticated investor who understands that precious metals products can be purchased from and sold to competitors of MDC.

If you have any questions, need any information, or wish to place an order, call your Account Representative immediately. If your Account Representative is not available, call his or her Back-up Account Representative or Sales Director.

13 Security Agreement.

13.1 Property and Rights Subject to Security Interest. As security for the performance of all of Customer's obligations hereunder, whether now existing or hereafter incurred, Customer hereby grants MDC a security interest in each and every commodity purchased by Customer from MDC and all other sums, property and rights, whether individually or jointly held, at any time standing to Customer's credit on MDC's books or at any time in MDC's possession or Bank's possession, for any purpose.

13.2 MDC Rights and Remedies. Upon default under this Agreement, MDC shall have, in addition to all other rights and remedies conferred on MDC hereby, all rights and remedies of a secured party under the California Commercial Code.

13.3 California Commercial Code Filing. MDC may file this Agreement and such other documents as MDC may request, which Customer agrees to provide, in order to perfect MDC's security interest hereunder.

14 Acceleration Upon Default. Upon default by Customer, MDC may, at its election, declare any or all of Customer's obligations immediately due and payable.

15 Miscellaneous.

15.1 Notices. All communications shall be sent to MDC at 4910 Birch Street, Newport Beach, CA 92660 and to Customer at the address set forth following the signatures to this Agreement or such other address subsequently provided to MDC by Customer in writing. All communications given by MDC to Customer by mail shall be effective 48 hours after deposit in the United States mail, postage prepaid, or upon receipt, whichever is earlier; if hand delivered, when delivered to Customer's address; if telephonic, at the time of such phone conversation or facsimile transmission; or if by e-mail, on the day of transmission.

15.2 Force Majeure. In the event of adverse conditions in the marketplace or other factors beyond the control of MDC, including, but not limited to, acts of God, national emergencies, adverse governmental actions, or suspension of trading of silver, gold, platinum or palladium futures contracts by U.S. commodity exchanges, or the delivery of the commodities underlying such contracts, or the failure or delay of suppliers, the maximum time for delivery of such commodities may be extended indefinitely during the period of such adverse circumstances. MDC will not be responsible for delays or failures in the transmission, receipt or execution of orders, payments, deliveries or information due to the incapacity or failure of computer, transmission or communication facilities which are beyond the control of MDC.

- 15.3 Entire Agreement.** This Agreement constitutes the entire and whole Agreement among its parties and is intended as a complete and exclusive statement of the terms of their agreement. This Agreement may be amended only upon execution of a subsequent agreement between the parties or upon Customer's failure to object, within 10 days, to modifications contained in written material sent to Customer by MDC. This Agreement shall supersede any oral representations between the parties.
- 15.4 Individual Authority of Customer.** Any party signing this Agreement as Customer is authorized to deal fully with the account opened hereunder, for purposes of placing orders, receiving funds or commodities or otherwise. Any action taken by any such party shall be binding on all other parties with an interest in that account. Each such party shall hold MDC harmless for relying hereon. All obligations of Customer under this Agreement are joint and several.
- 15.5 Electronic Recordation.** Customer agrees that MDC may monitor and may electronically record any conversation between MDC, its employees or agents and Customer or Customer's agents.
- 15.6 Waiver.** Failure to exercise or delay in exercising any right, power or remedy hereunder by MDC shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy of MDC hereunder preclude any other or future exercise thereof or the exercise of any other right, power or remedy.
- 15.7 Bank Indemnification.** Customer agrees that Bank may act upon any instructions received from MDC concerning delivery, transfer, sale or disposition of commodities held by Bank on Customer's behalf. Customer further agrees to indemnify the Bank from any liability to Customer for actions taken by Bank in conformity with such instructions.
- 15.8 Limited Right to Rescind.** Customer purchasing a commodity from MDC for the first time has a limited right to rescind that transaction. Customer may rescind such transaction during a period of 10 business days from the day on which Customer made the purchase, so long as Customer sent the necessary funds to Monex within 24 hours of such purchase, as required by Section 7.1 hereof. If Customer chooses to rescind Customer's trade, Customer shall be assessed any actual price losses accruing from the time at which Customer entered into the purchase to the time that the trade was rescinded. Such losses do not include buy/sell charges, spread or finance charges. Actual price losses accruing to the position are calculated by subtracting the MDC asked price of the commodity at the time the transaction was rescinded from the MDC asked price at which the commodity was purchased. Customer shall not be entitled to any gains accruing on a rescinded transaction. Customer may rescind Customer's transaction by a telephone call to Customer's MDC Account Representative. Rescission is effective when confirmed on tape with an Account Representative.
- 15.9 Governing Law.** This Agreement is entered into in accordance with and shall be governed by California law; provided that, if any California law shall dictate that the laws of another jurisdiction be applied in any proceeding, such California laws shall be superseded by this paragraph and the remaining laws of California shall nonetheless be applied in such proceeding.
- 15.10 California Contract.** The formation of this Agreement constitutes the making of a contract within Orange County, California, notwithstanding the manner, timing or location of the delivery of receipt of the acceptance of this Agreement by either party hereto. The making of this contract will cause the following events, among others, to occur in Orange County, California: the solicitation and negotiation of this contract will have taken place and been completed in Orange County, California; the contract will be executed in Orange County, California; initial payment monies and any subsequent monies paid by Customer will be delivered to and paid in Orange County, California; and written confirmation of each transaction

will be provided from Orange County, California. Customer and MDC agree that Orange County, California is a mutually and reasonably convenient place for the filing of any action and for any hearing concerning disputes relating to Customer's transactions with MDC or to this Agreement.

15.11 Arbitration

a. Arbitration of Claims. The parties agree that any and all disputes, claims or controversies arising out of or relating to any transaction between them or to the breach, termination, enforcement, interpretation or validity of this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be subject to the terms of the Federal Arbitration Act and shall be submitted to final and binding arbitration before JAMS, or its successor, in Orange County, California, in accordance with the laws of the State of California for agreements made in and to be performed in California. The parties also agree that this Agreement and the transactions entered into pursuant to it are commercial in nature (i.e., for investment) and do not involve consumer transactions (i.e., transactions entered into for personal, family or household purposes) under JAMS rules, or otherwise.

b. Additional Participants in this Agreement to Arbitrate. All partners of MDC and their officers and directors, and all employees, representatives, agents and affiliates of MDC, past, present or future, are beneficiaries of, and participants in, this arbitration agreement. They will have the same rights and obligations under this arbitration agreement as the parties, to the extent they are named as respondents in any dispute, claim or controversy subject to or arising from this Agreement, or could have been so named.

c. Initiation of Arbitration. Any party may commence the arbitration process by filing a written demand for arbitration with the JAMS office in Orange County, California, with a copy to the other party(ies).

d. Arbitration Rules. Except as otherwise provided herein, the arbitration shall be conducted in accordance with the provisions of JAMS Comprehensive Arbitration Rules and Procedures in effect at the time of filing the demand for arbitration (the "JAMS Rules"). The JAMS Rules shall apply regardless of the amount of the claims or cross claims in the proceeding. Discovery may be taken by the parties only in the manner prescribed by the JAMS Rules. In the discretion of the arbitrator(s), pre-arbitration conferences and hearings may be telephonic.

Customer can find the JAMS Rules on JAMS' Internet web site: www.jamsadr.com. Customer can also obtain a copy of the JAMS Rules and information concerning JAMS' administrative and arbitrator fees by calling JAMS national toll free number at 800-352-5267.

e. Arbitrators. The parties agree that the number, selection and replacement of arbitrators shall be in accordance with the JAMS Rules, except that: i) each arbitrator shall be a retired judge of either the California Superior Court or a United States District Court located in California, and ii) any party may require a panel of three neutral arbitrators.

f. Decision of the Arbitrator(s). Subject only to a party's right to a JAMS appeal under Subsection 15.11g. below, the arbitration shall be final, conclusive and binding on the parties and the award of the arbitrator(s) shall be enforceable in any court of competent jurisdiction.

g. Right to Appeal. A final decision by one arbitrator may be appealed to JAMS by any party. A final decision by a three-arbitrator panel is final and may not be appealed. Appeals to JAMS shall be subject to the following rules and procedures:

1. The appeal panel will consist of three neutral arbitrators selected in the same manner and subject to the same requirements as an initial tripartite panel under Subsection 15.11e. above.

2. The procedure for filing and arguing an appeal is as follows:

(i) Any party may appeal a final arbitration award issued by one arbitrator. The appeal must be served, in writing, on JAMS and on the opposing party within 14 calendar days after the award becomes final. The appealing party must specify in writing those parts of the award being appealed and must contain a brief statement of the appeal.

(ii) Within 7 calendar days of the service of the appeal, the opposing party may serve on JAMS and on the opposing party a cross-appeal from any part of the award. The written cross-appeal must specify those parts of the award that the party is cross appealing and must contain a brief statement of the basis for the cross-appeal.

(iii) The record on appeal will consist of the stenographic or other record of the arbitration hearing and all exhibits, deposition transcripts and affidavits that the arbitrator has accepted into the record. The parties will cooperate with JAMS in compiling the appellate record. No evidence not previously accepted by the arbitrator will be considered by the appellate arbitrators, unless the basis of the appeal is non-acceptance by the arbitrator of certain evidence or unless the appellate arbitrators determine that there is good cause to re-open the record pursuant to the applicable JAMS arbitration rules.

(iv) The parties may elect to rely on the memoranda or briefs previously submitted to the arbitrators. In the absence of such election, JAMS will obtain the agreement of the parties on a briefing schedule. If no agreement is reached, JAMS will set the briefing schedule. Ordinarily, according to JAMS rules, only opening briefs (of no more than 25 double-spaced pages) will be allowed. The briefs may be in the form of a letter.

(v) The appellate arbitrators will hear oral argument if a party requests such argument. If there is to be oral argument, JAMS will obtain the agreement of the parties on both the date of such argument and the duration, including the allocation of argument time between the parties. In the absence of agreement, the appellate arbitrators will set the date and duration of the oral argument, including the allocation of time.

3. Once a party has filed an appeal, JAMS will no longer consider the arbitration award final.

4. The appellate arbitrators will apply the same standard of review that the first level appellate court in the jurisdiction would apply to an appeal from the trial court decision, were the dispute being heard in state court instead of JAMS. The appellate arbitrators will respect the evidentiary standard set forth in Rule 22(d) of the JAMS Rules. The appellate arbitrators may affirm, reverse or modify an award.

The appellate arbitrators may not remand to the original arbitrator, but may re-open the record in order to review any evidence that had been improperly excluded by the arbitrator or any evidence that is now necessary in light of the appellate arbitrators' interpretation of the relevant substantive law. The appellate arbitrators, absent good cause for an extension, will issue the decision within 21 calendar days of the date of either oral argument, the receipt of the new evidence or receipt of the record and of all briefs, whichever is applicable or later. The appeal panel will make its decision by majority vote. The appellate arbitrators' decision will consist of a concise written explanation, unless the parties all agree otherwise.

5. If a party refuses to participate in the appeal, the appellate arbitrators will maintain jurisdiction over the appeal and will consider the appeal as if all parties were participating, including retaining the authority to modify any award or element of an award that had previously been entered in favor of the non-participating party, assuming the arbitrators believe that

the record, after application of the appropriate standard of appeal, justifies such action.

6. After the appellate arbitrators have rendered a decision, JAMS will issue the decision by serving copies on the parties. Service will be deemed effective five 5 calendar days after deposit in the U.S. Mail. Upon service of the appellate decision, the award will be final for purposes of judicial review.

h. No Waiver of Any Right to Provisional or Injunctive Relief.

Nothing contained in this Agreement shall in any way deprive a party of its right to obtain provisional, injunctive, or other equitable relief from a court of competent jurisdiction, pending dispute resolution and arbitration. For purposes of any proceeding for provisional, injunctive or other equitable relief, the parties consent to the jurisdiction of, and venue in, the courts of the State of California and the United States District Court, located in Orange County, California.

i. No Consolidation or Class Actions.

1. Disputes and controversies between the party-signatories to this specific Agreement between MDC and Customer (as such agreement may be amended from time to time) shall not be joined or consolidated with the disputes or controversies of any customer of MDC that is not a party-signatory to this specific Agreement. Customer may not assert claims on behalf of a class or group of persons. Customer acknowledges that there are court decisions in federal and state courts that under certain circumstances deny enforcement of arbitration provisions that prohibit consolidation of claims and class actions. By signing this Agreement, Customer is waiving (i.e., giving up) the right to make any such argument in opposition to the enforcement of the parties' arbitration agreement contained in Section 15.11 and this Subsection 15.11i.1's preclusion of consolidated claims and class actions.

2. Should a court of competent jurisdiction issue a final decision denying the enforceability of Subsection 15.11i.1 and permitting Customer to pursue a consolidated action or class action with or on behalf of other Customers, the parties agree that the court shall sever Subsection 15.11i.1 from this Agreement and enforce the remainder. In such circumstance, the parties further agree that all subsequent matters related to such case, including but not limited to, issues of class representation, class certification, class notice and to a decision on the merits shall be determined in arbitration before JAMS pursuant to JAMS Class Action Procedures then in effect, and by an arbitration panel of three arbitrators selected in accordance with the provisions of Subsection 15.11e. of this Agreement.

j. Allocation of Costs.

1. Basic Arbitration Costs. Each side (i.e., claimant(s) on the one hand and respondent(s) on the other) agrees that it will share equally in the basic arbitration costs, including administrative fees and the fees of the arbitrator, if only one arbitrator is used. If a three arbitrator panel is required by any party, each side shall share equally in JAMS' administrative fees, but the party requiring the panel shall pay all arbitrator fees.

2. Costs of Appeal. The side appealing an arbitrator's award shall be responsible for all costs of the appeal, including the fees of the appellate arbitrators. If both sides appeal, all appellate costs shall be split equally between them.

3. Class Actions. Notwithstanding the foregoing, if Borrower brings a consolidated action or class action which a court permits to proceed in spite of the provisions of Subsection 15.11i.1 hereof, the parties agree that each side will share equally all JAMS administrative and arbitrators' fees associated with such arbitration.

k. Available Damages and Remedies. The parties agree that the damages available to any party bringing an action under this Agreement shall be limited to any actual contract damages and

tort damages incurred by the party and proximately caused by and resulting from the other party's alleged breach. This paragraph states the exclusive damage remedies available to the parties. In all matters, each party shall be responsible for his, her or its own attorneys fees.

I. Waiver of Litigation Rights and Jury Trial. By signing this Agreement, each party to this Agreement is agreeing to have all claims, disputes and controversies arising out of, or relating to, Customer's transactions with MDC or to this Agreement decided by arbitration and is giving up any right to have such claims, controversies and disputes determined in a court of law by a judge or by a jury, except that court-ordered injunctive relief may be available as set forth above. By signing this Agreement, each party is similarly giving up his, her or its rights to appeal, unless expressly provided for herein. If any party refuses to abide by the terms of this Agreement such party may be compelled to comply with its terms.

m. Voluntary Agreement; Revocation Each party's agreement to arbitrate is voluntary. Customer may revoke Customer's agreement to arbitrate under Section 15.11 by written notice delivered to MDC at 4910 Birch Street, Newport Beach, California within 30 days of Customer's first transaction with MDC or MCC.

15.12 Assignment. The provisions of this Agreement shall be continuous and shall inure to the benefit of MDC, its successors and assigns, and shall be binding upon Customer and/or the estate, personal representatives, administrators and successors of Customer. MDC may assign its rights and delegate its duties as to any or all transactions under this Agreement. Customer shall not delegate any obligations hereunder without the prior written consent of a duly authorized officer of MDC, and any attempt at such delegation without such consent shall be void.

15.13 Transaction Charges. Customer agrees that to the extent that any charges imposed by MDC are held to be in excess of those allowable under any law, such charges shall be reduced to the legal maximum.

15.14 Severability. In the event that any provision of this Agreement shall be determined by a trier of fact of competent jurisdiction to be unenforceable in any jurisdiction, such provision shall be unenforceable in that jurisdiction and the remainder of this Agreement shall remain binding upon the parties as if such provision was not contained herein. The enforceability of such provision shall otherwise be unaffected and remain enforceable in all other jurisdictions.

15.15 Obligations Due in U.S. Currency. Customer shall pay all obligations owing under this Agreement in the currency of the United States of America.

15.16 Taxpayer I.D. Number. Customer certifies under the penalties of perjury that the Taxpayer Identification Number (Social Security Number) or Employer Identification Number provided below is correct and that Customer has not been notified by the Internal Revenue Service that he is a "payee under-reporter" under section 3406(a)(1)(c) of the Internal Revenue Code.

15.17 Tax Treatment. MDC does not offer advice on the tax treatment of purchasing, selling or borrowing precious metals. Customer must consult with his or her personal tax advisor with respect to such matters.

16 AS CUSTOMER, I AFFIRM MY UNDERSTANDING AND ACKNOWLEDGE THAT:

a. I am of legal age and legally competent to enter into this Agreement.

b. All of my transactions with MDC shall be for investment or other commercial purposes and not for any personal, family, household or other consumer purposes. (See Section 2)

c. The purchase and sale of commodities involve a high degree of risk and are not suitable for all persons. (See Section 3)

d. Required funds must be sent to MDC within 24 hours of the transaction and received by MDC within 2 business days or such shorter period as may be imposed by MDC. (See Sec. 7.1)

e. I will immediately notify MDC's Compliance Department, in writing, if any statement made to me by an Account Representative is inconsistent with the risks and terms set forth in this Agreement or is what I consider to be offensive or unprofessional in nature.

f. I will not convey any discretionary authority concerning my account to my Account Representative or to MDC. This means that I make and that I am responsible for all trading decisions for my account. If I believe that a transaction has not been authorized by me, or has not been executed by MDC as I directed, I will immediately notify my Account Representative's Supervisor or MDC's Compliance Department. I waive all rights to contest such transaction or omission if I fail to make such notification within ten (10) business days after such event first becomes known to me. (See Sec. 10.1 and Sec. 12)

g. Only limit, stop and stop-limit orders which are verbally confirmed to me by MDC's order desk will be effective. (See Sec. 11)

h. There are numerous factors which affect commodity prices and it is impossible to forecast accurately how or to what degree such factors will affect prices. I understand that I will lose money unless the value of the commodities I purchase or borrow moves sufficiently in price to compensate me for commissions, bid/ask spreads, interest, lease fees and any other applicable charges. (See Sec. 12)

i. I have determined in my own mind that I am financially, intellectually and emotionally suitable to enter into the transactions which are the subject of this Agreement and able to accept the risks and to meet the financial commitments being made. (See Sec. 12)

j. I understand there are no assurances or guarantees by MDC or its representatives as to the future value of the commodities I purchase, borrow or sell.

k. I am solely responsible for all purchasing, selling and borrowing decisions for my account. (See Secs. 10 and 12)

l. MDC may monitor and electronically record any conversations between me or my agents and MDC, its employees or agents. (See Sec. 15.5)

m. By signing this Agreement, I authorize MDC and its representatives to call me at any telephone number, and to send me e-mails at any e-mail address, that I have provided to MDC, concerning matters regarding my MDC account and for promotional purposes. Such authorization shall continue until such time as I notify MDC in writing of its revocation or of a change in its terms.

n. I have carefully read and understand the foregoing. I understand that I am agreeing to submit all disputes, claims and controversies arising out of, or relating to, my transactions with MDC or this Agreement to binding arbitration before JAMS, which is a private dispute resolution

procedure, as set forth in Section 15.11 above. I understand that by agreeing thereto, I am also agreeing to pay JAMS administrative fees and arbitrators fees according to the terms of Subsection 15.11j. and to give up my rights to a jury trial of any claims. (See Section 15.11)

Customer Name(s) (Print) _____

X _____ **A** _____
Customer Signature Date

X _____ _____
Customer Signature Date

Address _____

City State Zip _____

Social Security or Employer Identification Number(s) _____

Home Telephone Business Telephone _____

e-mail address _____

Account No. _____

Single Owner Limited Liability Company

Joint Tenants with Right of Survivorship Trustee For (Name of Trust, Pension or Profit Sharing Plan)

Tenants in Common _____

Corporation _____

Partnership Other: _____

Monex Deposit Company - For Official Use Only

By: _____
Date

FORM KK

Loan, Security and Storage Agreement

1 Terms and Conditions. The Customer(s) signing below ("Borrower") promises to pay to **Monex Credit Company** ("MCC) at its office in California on demand, or if no demand, 5 years from the date of the latest cash advance, the sum of all outstanding cash advances made by MCC to or for the benefit of Borrower, together with interest thereon from the dates of the respective advances at MCC's prevailing announced finance rate, as such rate may change from time to time. Borrower also promises to return to MCC, on demand, or if no demand, 5 years from the date of the latest borrowing of commodity, all such unreturned commodities as Borrower may have borrowed from MCC, together with lease fees thereon from the dates of the respective borrowings at MCC's prevailing announced lease rates, as such rates may change from time to time. Borrower's failure to make such payments or return such commodities, as required, shall constitute a default by Borrower and MCC shall have the right to dispose of all collateral and security provided by Borrower or on Borrower's behalf, as provided in Paragraph 13 hereof, and apply such proceeds against the obligations due it hereunder. Such right shall be without limitation to the value of the collateral and security and any other remedies granted to it by this Agreement or otherwise by law.

Cash Advances (Borrowing Cash): When Borrower borrows cash, MCC will impose interest charges (sometimes referred to as finance charges) on the unpaid balance of such cash advances. Interest (finance) charges are calculated by multiplying MCC's prevailing periodic daily interest percentage rate (MCC's annual interest percentage rate divided by 365) by the amount of the unpaid balance and by the number of applicable days. Interest charges are made to the account on the last day of each calendar month and at such other times as there is activity in the account. Activity in the account is any change in the unpaid balance (debit or credit) and any transaction involving borrowed commodities. The interest rate charged by MCC on cash advances will be a variable rate over the prime rate, but will not exceed the prime rate by more than 5% per annum. The term "prime rate" means the current prime rate as correctly published in the Western Edition of the Wall Street Journal. MCC may change its interest rate at any time.

Interest rates in effect are stated by MCC on Borrower's Monthly Statement and in other documents used by MCC from time to time to notify Borrower of such rates.

Any account balance due may be prepaid in full by Borrower at any time without penalty.

Interest charges on a cash advance that is remitted to Borrower commences at the time Borrower's account is debited. Interest on a cash advance that is remitted to Monex Deposit Company ("MDC") on behalf of Borrower for payment towards a purchase commences on the day of such purchase.

If any interest charges under this Agreement are determined by a trier of fact of competent jurisdiction to exceed those allowable under applicable law, such charges shall be reduced to the legal maximum.

Borrower represents that all cash advances by MCC to Borrower will be used for the purchase of commodities for investment or for other commercial purposes and not for any personal, family, household or other consumer purposes.

Borrowing Commodities: When borrowing commodities from MCC, a lease fee is charged or credited to Borrower's account. Lease charges or credits are calculated by multiplying MCC's prevailing daily lease percentage rate for the commodity borrowed (MCC's prevailing annual lease percentage rate for the commodity borrowed divided by 365) by the value of the commodity borrowed and by the number of days the commodity is borrowed. The value of the commodity for this purpose is the bid price as quoted by MDC at the time the commodity is borrowed.

The lease rates quoted by MCC are net rates that MCC establishes upon its analysis of the commodity markets and its consideration of any offsetting value of cash security deposits. The lease rates quoted by MCC are not tied to and may differ from lease rates quoted by other dealers and organizations. Lease rates are subject to rapid change, vary for each commodity borrowed, and can be zero, positive (earned) or negative (charged). Lease rates are variable and may be changed by MCC at any time and are not subject to limits. Commercial dealer to dealer precious metal lease rates are published by Bloomberg LP, New York, NY. MCC lease rates in effect are stated on Borrower's Monthly Statement.

On the last day of every month, any unpaid lease charges for that month shall be debited to Borrower's account. Such debit will reduce Borrower's equity.

Borrower may return commodities borrowed from MCC at any time without penalty.

Borrower represents that all borrowing of commodities by Borrower from MCC is for investment or other commercial purposes and not for any personal, family, household or other consumer purposes.

- 2 Borrower's Authorization.** Cash advances and borrowing of commodities may be obtained from MCC at the oral or written request of any Borrower under this Agreement or by MDC for or on the specific authorization of Borrower. Each such party is authorized to request cash advances and borrow commodities and direct disposition thereof until written notice of the revocation of such authority is received by MCC.

Any such advance or borrowing shall be conclusively presumed to have been made to or for the benefit of Borrower when made in accordance with such requested directions and when said advance is paid or sale of borrowed commodity is made on behalf of Borrower to MDC.

Cash advances will be made pursuant to Section 22650 of the California Financial Code, to the extent that section is applicable. Borrower hereby waives diligence, presentment, protest, demand and notice of every kind and (to the full extent permitted by law) the right to plead any statute of limitations as a defense to any demand hereunder or in connection with any security herefor.

- 3 Borrower's Equity Obligations.** Borrower agrees to keep Borrower's obligations at all times fully secured, to the satisfaction of MCC, and to make additional cash payments on Borrower's account or deposit additional property or commodity as security, should the value of the security for such obligations at any time suffer a decline or for any reason be at any time insufficient to secure such obligations to the satisfaction of MCC. Borrowing of commodities must be secured by cash or commodity deposits, the value of which at all times exceed the prevailing market value of the commodities borrowed by Borrower.

Investment in commodities on credit and the borrowing of commodities involve a high degree of risk. Borrower anticipates being called upon from time to time by MCC to reduce Borrower's outstanding loan balance, and to deposit additional funds as security for borrowed commodities. In the case of a cash advance, if such a request is not responded to with the designated payment within the time specified (which may be as short as 24 hours), the property pledged as security may be sold by MCC and the proceeds applied to the repayment of amounts owed to it. Similarly, in the case of a borrowed commodity, if the request for an increase in Borrower's security deposit is not met within the time specified (which may be as short as 24 hours), MCC may purchase the commodities borrowed using the funds deposited with MCC to secure such borrowing to satisfy Borrower's obligations to MCC. MCC also has the right to effect such a sale or purchase without making, or before the deadline for response to, a request for the reduction of the outstanding balance due MCC or an increase in Borrower's security deposit, if at any time MCC deems the collateral securing the obligations of Borrower to MCC to be inadequate. This will most frequently occur due to changes in the market value of the subject commodities.

- 4 Payment.** Borrower payments to MCC may be made by cashier's check drawn on a commercial bank, personal check or bank wire. Borrower payments which are not bank wires will be deemed "hold funds" for delivery purposes, other than to Bank, for 12 business days after receipt by MCC. MCC may reduce the 12-day holding period on a check upon receipt of a written guarantee of payment from the issuing bank. Borrower acknowledges that funds received by MCC from Borrower will be credited to Borrower's account at 5:00 p.m. Pacific Coast Time, on the day of receipt.

- 5 Collection Costs.** Borrower promises to pay all costs of collection, including reasonable attorneys' fees, incurred in the collection of amounts due under this Agreement.

- 6 Security Interest.** In consideration of any accommodation given to Borrower by MCC, and as security for the satisfaction of all obligations now or hereafter existing, including any assigned to MCC by MDC, of Borrower or any one or more of them to MCC (the "Indebtedness"), Borrower hereby grants to MCC a security interest in: (a) all commodities belonging to Borrower and held for Borrower by Farmers and Merchants Bank of Long Beach, California, HSBC Bank USA, New York, NY, or any other bailee or bailees substituted by MCC (such bailees are hereinafter referred to individually and collectively as "Bank"), either directly or in other depositories; (b) all commodities or contractual rights in which Borrower has an interest which shall hereafter be delivered to or come into the possession, custody or control of Bank, MDC or MCC in any manner or for any purpose; (c) all cash deposited with MCC or MDC by or for Borrower; and (d) all accounts and debts of Borrower derived from Borrower's transactions with MCC. Bank may hold all or any part of such property (the "Collateral") in, or transfer or deliver such property to, any vault owned by Bank or any vault or facility rented or otherwise used by Bank, provided that any such vault or facility used is identified herein or identified to the Borrower in writing at least 30 days prior to such use. In addition to Bank's own vaults, Bank is now using or may use the following facilities for such purposes: (1) Delaware Depository Service Company, LLC, Wilmington, DE; (2) Brooks Armored Car Service, Wilmington, DE; (3) Brinks Incorporated, Los Angeles, CA; and (4) any depository approved by Commodity Exchange, Inc., the Chicago Board of Trade, or the New York Mercantile Exchange for the storage of precious metals.

Borrower may take personal possession of commodities held as security upon full payment of the loan balance and any applicable storage and delivery charges.

- 7 Passage of Title.** Commodities transferred to Bank for Borrower will be delivered as an undivided share of a fungible lot and held in safekeeping on a fungible basis with the commodities of other Bank customers. Upon delivery of commodities for Borrower to Bank, Borrower will receive title to an undivided share of the commodities so held by Bank. Title to commodities sold by Borrower to MDC is transferred to MDC at the time of sale. Title to commodities borrowed by Borrower passes to Borrower upon delivery to or on behalf of Borrower.
- 8 Risk of Decline in Value of Commodities. Borrower acknowledges that all risks of decline in the value of Borrower's commodities held by the Bank are Borrower's and not those of Bank or MCC.**
- 9 Service, Shipping and Handling Charges.** A monthly service charge is imposed on Borrower's account on the last day of each month based on the units of commodities in Borrower's account at that time. The monthly service charge per unit is currently \$2.50 for gold, \$3.50 for platinum, palladium and 40% U.S. silver coins, \$4.50 for silver and \$8.00 for gold kilo bars.

Shipping and handling charges apply upon personal delivery of commodities to Borrower. However, such charges do not apply to commodities delivered to or received from Bank for the benefit of Borrower. Borrower may arrange for pick-up of his or her commodities. Shipment of commodities to Borrower's order generally will be made by registered mail. Shipping charges will vary depending on weight, value, destination, and method of shipment. The charge is a \$15 per transaction plus \$1 per ounce of metal

delivered for all gold, platinum and palladium products. The charge is \$85 per 1,000 ounce silver bar and \$75 per bag of 90% or 40% U.S. silver coins. Other silver bullion coins or ingots are \$15 per transaction plus \$5 per 100 ounces. There is a handling charge per unit delivered to or received from Borrower of \$75 for gold and platinum bullion, \$100 for palladium bullion and \$25 for silver bullion. Additional handling fees shall be charged on all shipments to Canada. Borrower may request to take delivery of ten 100 ounce silver bars, if available, on a 1,000 ounce silver bullion purchase. Borrower shall pay a premium for such substituted bars as quoted by MDC at the time of delivery.

A Borrower mailing or shipping commodities to MCC bears all risks of loss or non-delivery until the shipment is received and accepted by MCC. A Borrower wishing to make delivery to MCC, except on demand by MCC, is required to give at least 3 day's advance notice and make delivery to MDC's designated facility.

Borrower may arrange for pick-up of Borrower's commodities from a designated pick-up vault facility. Currently such facility is Brinks, Inc., 1120 W. Venice Blvd., Los Angeles, CA. MCC must be advised at least 24 hours in advance for pick-up of Borrower commodities. MCC will make all appointments and arrangements for pick-up by Borrower with the appropriate facility. Borrower must satisfy all payments due MCC and MDC before pick-up. All communications to arrange a pick-up must be made with MCC and not with the vault facility.

MCC reserves the right to change prospectively at any time and at its sole discretion any of its service, shipping or handling fees.

- 10 Protection of Security Interest.** Borrower authorizes MCC to take any actions it believes necessary to protect or preserve its security interest in the Collateral. MCC may file this Agreement and such other documents as MCC may request (which Borrower agrees to provide upon such request) with the appropriate authorities in order to perfect MCC's security interest under this Agreement. Until the Indebtedness is repaid in full, Borrower shall not sell, encumber or otherwise transfer any interest in the Collateral or permit to exist any encumbrance of any kind on the Collateral other than the security interest of MCC under this Agreement.
- 11 Attorneys' Fees.** All advances and expenses, including reasonable attorneys' fees, incurred or paid by MCC in exercising any right, power or remedy conferred by this Agreement or in its enforcement, shall become a part of the Indebtedness and shall be paid to MCC by Borrower immediately and without demand.
- 12 Events of Default and Foreclosure.** At the option of MCC and without necessity of demand or notice, all or any part of the Indebtedness (including any borrowing of commodities by Borrower) shall immediately become due and payable upon the happening of any of the following events ("Events of Default"): (a) Borrower's failure to meet or perform any of the terms or provisions of this Agreement (including, without limitation, Borrower's default in payment of the unpaid balance of cash advances or interest charges thereon or any indebtedness to MCC when due); (b) Borrower's equity in the Collateral falls below 50% of MCC's prevailing equity call level; or (c) Borrower's Indebtedness is not secured to the satisfaction of MCC, at MCC's sole discretion, at any time. **In such event, MCC shall have the right, but not the obligation, to foreclose upon all or any part of the Collateral. Foreclosure may be effected at any time of the day or night, on regular business days or otherwise, without prior notice, even though (1) a demand for additional security or repayment has not been made; (2) such a demand is outstanding and has not yet been met; or (3) Borrower's equity in the Collateral has subsequently risen above MCC's minimum permissible level due to an increase in the value of the Collateral. Borrower agrees to independently monitor the world markets in all precious metals on which Borrower holds loans from MCC and to closely monitor Borrower's equity in the Collateral to reduce the likelihood of foreclosure. Borrower acknowledges the increased risk of foreclosure if Borrower fails to do so. Borrower also agrees that funds received from Borrower by**

MCC will be credited to Borrower's account at 5:00 p.m. Pacific Coast Time, on the day of receipt. MCC reserves the right to change its equity call level at its sole discretion at any time.

- 13 Rights and Remedies.** In the event of Borrower's failure to satisfy any Indebtedness when due, or upon the happening of any Event of Default as previously specified, or upon demand by Bank, MCC may, at any time, at its election, apply, set off, collect or sell, in one or more sales, with or without any previous demands, notice or advertisement, the whole or any part of the Collateral, in such order as MCC may elect, and purchase any commodities borrowed by Borrower with the funds deposited to secure such borrowings. Any such sale or purchase may be made either at public or private sale at MCC's place of business or elsewhere, either for cash or upon credit or for future delivery, at such price as MCC may deem fair, and MCC may be a bidder on or the purchaser of any or all Collateral so sold, whether at public or private sale, and hold the same thereafter in its own right free from any claim of Borrower or right of redemption. In such circumstances, MCC is also entitled to take possession and control of any proceeds resulting from the sale or other disposition of any of the Collateral. Borrower hereby appoints MCC its Attorney-in-Fact to make any transfer of the Collateral permitted by this Agreement and to deliver all instruments to accomplish such transfer. Bank may act upon instructions from MCC concerning the sale or other disposition of the Collateral. Borrower agrees to indemnify Bank from any liability to Borrower for actions taken by Bank in conformity with such instructions. Borrower agrees that the commodities comprising the Collateral or borrowed by Borrower may decline or increase speedily in value and are of the type customarily sold on a recognized market and that MCC may treat and deal with such commodities in any fashion it deems appropriate, in its absolute discretion, to preserve such commodities or their value. Any sale hereunder may be conducted by any officer or agent of MCC.
- 14 Waiver.** Borrower waives any right to require MCC to (a) proceed against any particular person, (b) proceed against or exhaust any part of the Collateral, or (c) pursue any other remedy in MCC's power prior to or as a condition of proceeding against Borrower or any part of the Collateral. Borrower further waives any defense arising by reason of any disability or other defense of Borrower or any other person. Until all Indebtedness shall have been paid or otherwise satisfied in full, Borrower shall have no right of subrogation and waives any benefit and/or any right to participate in any Collateral or security whatsoever now or hereafter held by MCC. Borrower authorizes MCC without notice of demand and without affecting Borrower's liability hereunder or on the Indebtedness to: (a) change the time for payment or otherwise change the terms of the Indebtedness, or any part thereof, including the rate of interest thereon; (b) take and hold security, other than the Collateral, for the payment of the Indebtedness or any part thereof, and exchange, enforce, waive and release the Collateral, or any part thereof, or any such security, and; (c) release or substitute Borrower, or any endorser or guarantor of the Indebtedness, or any part thereof.
- 15 Release of Collateral.** MCC may at any time release all or part of the Collateral to any Borrower. MCC shall be discharged from any liability for the Collateral so delivered.
- 16 Deficiency of Collateral; Recourse Against Separate Property.** Borrower shall be jointly and severally liable to MCC for any deficiency remaining after the Collateral is exhausted and expressly agrees that recourse may be had against Borrower's separate property for all of the Indebtedness.
- 17 Borrower Acknowledgment:**

Borrower has read and understands this Agreement and is aware of the nature and extent of Borrower's rights and the risks involved under this Agreement.

Borrower's Account with MCC is self-directed. This means Borrower makes and is responsible for all decisions for his or her account. If Borrower ever believes that a loan transaction has been entered for Borrower's account with

MCC that has not been authorized by Borrower, or that a transaction has been accepted by MCC for Borrower's Account and has not been executed by MCC, Borrower will immediately notify Borrower's MDC Account Representative's supervisor or MCC's Compliance Department by phone at (949) 752-1400 or (800) 949-4653 and immediately confirm such notification in writing to MCC at 4910 Birch Street, Newport Beach, California 92660. If Borrower fails to make such notification by the tenth business day following the date on which the event first became known to Borrower, Borrower waives all right to contest such transaction or omission and Borrower's account will stand, as is, as of the end of such business day.

Transactions subject to this Agreement are financing and commodity borrowing transactions with MCC and are not subject to regulation by the Commodity Futures Trading Commission or the National Futures Association. MCC is not a fiduciary and does not owe Borrower any fiduciary duty.

In purchases of commodities on credit or borrowing commodities, it is possible for the Borrower to lose substantially more than the amount of the payments or deposits Borrower has made. Borrowing money to acquire commodities increases the risk of the investment.

At times, Borrower may be called upon to deposit substantial additional collateral with MCC to secure the obligations of Borrower to MCC. It is possible for some or all of the Collateral in Borrower's account to be foreclosed upon without prior notice to Borrower.

MCC will rely upon instructions and orders given by Borrower over the telephone. It is the practice of the industry that such orders and instructions are binding.

In times of highly volatile markets, MCC phone lines may be busy due to the volume of calls. It is also possible for telephone lines to fail for reasons beyond MDC's control. Because of this, Borrower is advised and will be responsible to have alternative methods to communicate with MCC (e.g., telegraph, courier messenger service, etc.) should it become necessary to do so.

It is Borrower's responsibility to monitor Borrower's account and to stay in touch with MCC concerning the account. Do not wait to be contacted.

Representations that Borrower will be notified or that Borrower's collateral will be liquidated or that commodity will be bought to satisfy Borrower's borrowed commodity obligations, at particular commodity price levels, are not authorized by MCC and may not be relied upon.

Important information about the owning of a specific commodity (collateral) against which Borrower has borrowed funds while Borrower concurrently owes commodity which Borrower has borrowed and has an obligation to deliver, (sometimes called a hedge). Hedges can be in the same (like-to-like) or different (cross product) commodities:

a. While in place, changes in the market value of the commodity Borrower owes will (in a like-to-like hedge) or may (in a cross-product hedge) be offset by changes in the market value of the commodity Borrower owns. Borrower will, however, incur interest (finance) charges, lease fees and service fees and be subject to calls for additional collateral and the possibility of foreclosure upon some or all of the collateral in Borrower's account.

b. Prior to entering into a hedge of the same commodity, Borrower should seriously consider the alternatives of doing nothing or liquidating Borrower's existing position.

c. Borrower may satisfy Borrower's obligation to deliver the commodities borrowed with an equal quantity of the identical commodity that Borrower already owns without any handling and delivery charges or any additional commission or spread costs.

d. Entering into a hedge in the same commodity is probably in Borrower's economic interest only if Borrower believes the market will move against Borrower's existing position, and Borrower does not wish to close out the position and realize Borrower's existing gains or losses; or in the case of a different commodity, if Borrower believes that changes in the market values of the two commodities relative to one another will be to Borrower's benefit.

Any interest earned on funds deposited with MCC to secure borrowing of commodities by Borrower shall inure to the benefit of MCC. While MCC may, at its sole discretion, pass through a portion of such interest to Borrower, Borrower acknowledges that MCC has no obligation to do so.

If, at any time, Borrower finances the purchase of commodities through MCC and Borrower concurrently borrows commodities from MCC, any funds or commodities received by MCC as payment or security in Borrower's MCC account shall first be applied to any outstanding balance for commodities financed and only upon satisfaction of such balance as security for the commodities borrowed.

If you have any questions, need any information or wish to borrow or return commodities, call your Account Representative immediately. If he or she is not available, call his or her Back-Up Account Representative or Sales Director.

18 Utilizing Other Dealers. If at any time, Borrower wishes to sell Borrower's commodities to a person or dealer other than MDC, MCC will, upon written or verbal request from Borrower, confirm to such person or dealer the quantity and description of the commodities held by Bank for Borrower and Borrower's unpaid balance owing to MCC. Should Borrower wish to sell Borrower's commodities to someone other than MDC without first paying Borrower's unpaid balance in full and taking personal delivery of the commodities, the following requirements must first be met: (1) Borrower must send a signed and notarized statement directing the transfer of Borrower's commodities to such person; (2) if the commodities are to be delivered to such person, the unpaid balance in Borrower's account plus any applicable delivery charges must be paid to MCC in full; (3) if the commodities are to be left on deposit at Bank, such person must send a written statement to MCC accepting transfer of Customer's commodities and submit a properly executed MDC Purchase and Sale Agreement and MCC Loan, Security and Storage Agreement to MDC and MCC. Upon fulfillment of these conditions, as appropriate, transfer of title of Borrower's commodities will be directed to the third party. This service offers Borrower the opportunity to sell Borrower's commodities to another buyer during times when MDC is not making a market or when the price offered by another buyer is more attractive to Borrower than MDC's price.

If, at any time, Borrower wishes to return commodities which Borrower has borrowed from MCC and plans to purchase such commodities from a person or dealer other than MDC, MCC will upon written or verbal request from Borrower, confirm to such person or dealer the quantity and description of the commodities owed MCC and the amount of Borrower's security deposit. MCC will, upon written authorization from Borrower, remit to such person or dealer all or any portion of the security deposit in Borrower's account following receipt of the borrowed commodities by MCC. This service offers the Borrower who does not have possession of the borrowed commodity the opportunity to purchase such commodity from any source the Borrower deems most favorable.

19 Assignment. This Agreement inures to the benefit of MCC and its successors and assigns. Upon transfer of all or any part of the indebtedness, MCC may transfer its security interest in all or any part of the Collateral and shall be fully discharged from all liability with respect to the Collateral so transferred, and the transferee shall be vested with all the rights and powers of MCC with respect to such Collateral. Borrower may not assert against any such transferee any claim or defense Borrower has against MCC. MCC may, at any time, without notice to Borrower, assign all or any part of its rights and privileges

under this Agreement to another party ("Lender") in exchange for financing. In the event MCC assigns its security interest under this Agreement in Borrower's Collateral to Lender, Borrower agrees that Lender may, at any time, at its election and sole discretion, without notice or demand to Borrower, sell, apply, set off or otherwise liquidate the Collateral. Borrower further agrees to hold Lender harmless from any claims asserted by Borrower arising out of any such sale, liquidation or set off of the Collateral by Lender. Borrower may not delegate or assign any obligations or rights hereunder without the prior written consent of a duly authorized officer of MCC, and any attempt at such delegation or assignment without such consent shall be void.

- 20 Continuing Agreement.** This is a continuing agreement and all the rights, powers, and remedies hereunder shall apply to all past, present and future indebtedness of Borrower to MCC. This Agreement may be revoked only upon written notice to MCC given by each Borrower signing this Agreement and then only if at that time there is no indebtedness outstanding.
- 21 Cumulative Rights.** The rights, powers and remedies given to MCC by this Agreement are cumulative and not exclusive of any other rights, powers and remedies MCC may otherwise have. All rights, powers and remedies given to MCC by virtue of the California Commercial Code or any other law of California or any other jurisdiction shall also be available to MCC. No forbearance, failure or delay by MCC in exercising any right, power or remedy under this Agreement shall be deemed to be a waiver thereof, or of any other right, power or remedy hereunder; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other further exercise thereof or of any other right, power or remedy hereunder. Each right, power and remedy of MCC hereunder shall continue in full force and effect until specifically waived in writing by MCC.
- 22 Joint and Several Obligations.** All words used herein in the singular shall be deemed to have been used in the plural, and vice versa, as appropriate, and the obligations and undertakings of Borrower hereunder shall be joint and several. Neither the discharge of any Borrower for any reason other than payment or other satisfaction in full of all indebtedness, nor any extension, forbearance, change in the annual percentage interest rate, or acceptance, release or substitution of Collateral or any impairment of MCC's rights, powers or remedies against one Borrower shall affect the liability or obligations of any other Borrower hereunder. Each Borrower waives any right to require MCC to proceed against one Borrower before any other.
- 23 Notices.** All communications required or permitted hereunder shall be sent to MCC at 4910 Birch Street, Newport Beach, CA 92660, and to Borrower at the address set forth below his name on the Purchase and Sale Agreement between Borrower and MDC, or such other address subsequently provided to MCC by Borrower in writing. All communications from MCC to Borrower by mail shall be effective 48 hours after deposit in the United States mail, postage prepaid, or upon receipt, whichever is earlier; if hand delivered, when delivered to Borrower's address; if telephonic, at the time of such phone conversation or facsimile transmission; or if by e-mail, on the day of transmission.
- 24 Force Majeure.** In the event of adverse conditions in the market place or other factors beyond the control of MCC, including, but not limited to, acts of God, national emergencies, or adverse governmental actions, or suspension of trading of silver, gold, platinum or palladium futures contracts by U.S. commodity exchanges, the maximum time for delivery of a Borrower's commodities may be extended during the period of such circumstances and for a reasonable time thereafter. Also, in such instances, MCC may liquidate collateral, or purchase commodities in the case of a borrowed commodity without prior notice if it deems the collateral securing borrower's obligations under this Agreement to be inadequate. MCC will not be responsible for delays or failures in the transmission, receipt or execution of orders, payments, or information due to the incapacity or failure of computer, transmission or communication facilities which are beyond the control of MCC.

- 25 Entire Agreement.** This Agreement constitutes the entire and whole Agreement among its parties and is intended as a complete and exclusive statement of the terms of their agreement. This Agreement may be amended only upon execution of a subsequent written agreement between the parties or upon Borrower's failure to object, within 10 days, to modifications contained in written material sent to Borrower by MCC. This Agreement shall supersede any oral representations between the parties.
- 26 Individual Authority of Customer.** Any party signing this Agreement as Borrower is authorized to deal fully with the account opened hereunder. Any action taken by any such party shall be binding on all parties with an interest in that account. Each such party shall hold MCC harmless for relying hereon. All obligations of Borrower under this Agreement are joint and several.
- 27 Electronic Recordation.** Borrower agrees that MCC may monitor and may electronically record any conversation between MCC, its employees or agents and Borrower or his or her agents.
- 28 Bank Indemnification.** Borrower agrees that Bank may act upon any instructions from MCC concerning delivery, transfer, sale or disposition of commodities held by Bank on Borrower's behalf. Borrower further agrees to indemnify Bank from any liability to Borrower for actions taken by Bank in conformity with such instructions.
- 29 Governing Law.** This Agreement is entered into in accordance with and shall be governed by the laws of the State of California; provided that, if any California law shall dictate that the laws of another jurisdiction be applied in any proceeding, such California law shall be superseded by this paragraph and the remaining California laws shall nonetheless be applied in such proceeding.
- 30 California Contract.** The formation of this Agreement constitutes the making of a contract in Orange County, California, notwithstanding the manner, timing or location of the delivery or receipt of the acceptance of this Agreement by either party hereto. The making of this contract will cause the following events, among others, to occur in Orange County, California: the solicitation and negotiation of this contract will have taken place and have been completed in Orange County, California; the contract will be executed in Orange County, California; MCC is located in Orange County, California; all deposits and payments made by Borrower will be delivered to and paid in Orange County, California; all cash advances and borrowed commodities transactions made by MCC will be made from and paid in Orange County, California; and statements of Borrower's account will be generated in and transmitted from Orange County, California. Borrower and MCC agree that Orange County, California is a mutually and reasonably convenient place for the filing of any action and for any hearing concerning disputes relating to Customer's transactions with MCC or to this Agreement.
- 31 Arbitration**
- 31.1 Arbitration of Claims.** The parties agree that any and all disputes, claims or controversies arising out of or relating to any transaction between them or to the breach, termination, enforcement, interpretation or validity of this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be subject to the terms of the Federal Arbitration Act and shall be submitted to final and binding arbitration before JAMS, or its successor, in Orange County, California, in accordance with the laws of the State of California for agreements made in and to be performed in California. The parties also agree that this Agreement and the transactions entered into pursuant to it are commercial in nature (i.e., for investment) and do not involve consumer transactions (i.e., transactions entered into for personal, family or household purposes) under JAMS rules, or otherwise.
- 31.2 Additional Participants in this Agreement to Arbitrate.** All partners of MCC and their officers and directors, and all employees, representatives, agents and affiliates of MCC, past,

present or future, are beneficiaries of, and participants in, this arbitration agreement. They will have the same rights and obligations under this arbitration agreement as the parties, to the extent they are named as respondents in any dispute, claim or controversy subject to or arising from this Agreement, or could have been so named.

31.3 Initiation of Arbitration. Any party may commence the arbitration process by filing a written demand for arbitration with the JAMS office in Orange County, California, with a copy to the other party(ies).

31.4 Arbitration Rules. Except as otherwise provided herein, the arbitration shall be conducted in accordance with the provisions of JAMS Comprehensive Arbitration Rules and Procedures in effect at the time of filing the demand for arbitration (the "JAMS Rules"). The JAMS Rules shall apply regardless of the amount of the claims or cross claims in the proceeding. Discovery may be taken by the parties only in the manner prescribed by the JAMS Rules. In the discretion of the arbitrator(s), pre-arbitration conferences and hearings may be telephonic.

Borrower can find the JAMS Rules on JAMS' Internet web site: www.jamsadr.com. Borrower can also obtain a copy of the JAMS Rules and information concerning JAMS' administrative and arbitrator fees by calling JAMS national toll free number at 800-352-5267.

31.5 Arbitrators. The parties agree that the number, selection and replacement of arbitrators shall be in accordance with the JAMS Rules, except that: i) each arbitrator shall be a retired judge of either the California Superior Court or a United States District Court located in California, and ii) any party may require a panel of three neutral arbitrators.

31.6 Decision of the Arbitrator(s). Subject only to a party's right to a JAMS appeal under Subsection 31.7 below, the arbitration shall be final, conclusive and binding on the parties and the award of the arbitrator(s) shall be enforceable in any court of competent jurisdiction.

31.7 Right to Appeal. A final decision by one arbitrator may be appealed to JAMS by any party. A final decision by a three-arbitrator panel is final and may not be appealed. Appeals to JAMS shall be subject to the following rules and procedures:

- a.** The appeal panel will consist of three neutral arbitrators selected in the same manner and subject to the same requirements as an initial tripartite panel under Subsection 31.5 above.
- b.** The procedure for filing and arguing an appeal is as follows:
 - (i) Any party may appeal a final arbitration award issued by one arbitrator. The appeal must be served, in writing, on JAMS and on the opposing party within 14 calendar days after the award becomes final. The appealing party must specify in writing those parts of the award being appealed and must contain a brief statement of the appeal.
 - (ii) Within 7 calendar days of the service of the appeal, the opposing party may serve on JAMS and on the opposing party a cross-appeal from any part of the award. The written cross-appeal must specify those parts of the award that the party is cross appealing and must contain a brief statement of the basis for the cross-appeal.
 - (iii) The record on appeal will consist of the stenographic or other record of the arbitration hearing and all exhibits, deposition transcripts and affidavits that the arbitrator has accepted into the record. The parties will cooperate with JAMS in compiling the appellate record. No evidence not previously accepted by the arbitrator will be considered by the appellate arbitrators, unless the basis of the appeal is non-acceptance by the arbitrator of certain evidence or unless the appellate arbitrators determine that there is good cause to re-open the record pursuant to the applicable JAMS arbitration rules.

(iv) The parties may elect to rely on the memoranda or briefs previously submitted to the arbitrators. In the absence of such election, JAMS will obtain the agreement of the parties on a briefing schedule. If no agreement is reached, JAMS will set the briefing schedule. Ordinarily, according to JAMS rules, only opening briefs (of no more than 25 double-spaced pages) will be allowed. The briefs may be in the form of a letter.

(v) The appellate arbitrators will hear oral argument if a party requests such argument. If there is to be oral argument, JAMS will obtain the agreement of the parties on both the date of such argument and the duration, including the allocation of argument time between the parties. In the absence of agreement, the appellate arbitrators will set the date and duration of the oral argument, including the allocation of time.

c. Once a party has filed an appeal, JAMS will no longer consider the arbitration award final.

d. The appellate arbitrators will apply the same standard of review that the first level appellate court in the jurisdiction would apply to an appeal from the trial court decision, were the dispute being heard in state court instead of JAMS. The appellate arbitrators will respect the evidentiary standard set forth in Rule 22(d) of the JAMS Rules. The appellate arbitrators may affirm, reverse or modify an award.

The appellate arbitrators may not remand to the original arbitrator, but may re-open the record in order to review any evidence that had been improperly excluded by the arbitrator or any evidence that is now necessary in light of the appellate arbitrators' interpretation of the relevant substantive law. The appellate arbitrators, absent good cause for an extension, will issue the decision within 21 calendar days of the date of either oral argument, the receipt of the new evidence or receipt of the record and of all briefs, whichever is applicable or later. The appeal panel will make its decision by majority vote. The appellate arbitrators' decision will consist of a concise written explanation, unless the parties all agree otherwise.

e. If a party refuses to participate in the appeal, the appellate arbitrators will maintain jurisdiction over the appeal and will consider the appeal as if all parties were participating, including retaining the authority to modify any award or element of an award that had previously been entered in favor of the non-participating party, assuming the arbitrators believe that the record, after application of the appropriate standard of appeal, justifies such action.

f. After the appellate arbitrators have rendered a decision, JAMS will issue the decision by serving copies on the parties. Service will be deemed effective five 5 calendar days after deposit in the U.S. Mail. Upon service of the appellate decision, the award will be final for purposes of judicial review.

31.8 No Waiver of Any Right to Provisional or Injunctive Relief. Nothing contained in this Agreement shall in any way deprive a party of its right to obtain provisional, injunctive, or other equitable relief from a court of competent jurisdiction, pending dispute resolution and arbitration. For purposes of any proceeding for provisional, injunctive or other equitable relief, the parties consent to the jurisdiction of, and venue in, the courts of the State of California and the United States District Court, located in Orange County, California.

31.9 No Consolidation or Class Actions.

a. Disputes and controversies between the party-signatories to this specific Agreement between MCC and Borrower (as such agreement may be amended from time to time) shall not be joined or consolidated with the disputes or controversies of any customer of MCC that is not a party-signatory to this specific Agreement. Borrower may not assert claims on behalf of a class or group of persons. Borrower acknowledges that there are court decisions in federal and state courts that under certain circumstances deny enforcement of arbitration provisions that prohibit consolidation of claims and class actions. By signing

this Agreement, Borrower is waiving (i.e., giving up) the right to make any such argument in opposition to the enforcement of the parties' arbitration agreement contained in Section 31 and this Subsection 31.9a.'s preclusion of consolidated claims and class actions.

b. Should a court of competent jurisdiction issue a final decision denying the enforceability of Subsection 31.9a. and permitting Borrower to pursue a consolidated action or class action with or on behalf of other Borrowers, the parties agree that the court shall sever Subsection 31.9a.1 from this Agreement and enforce the remainder. In such circumstance, the parties further agree that all subsequent matters related to such case, including but not limited to, issues of class representation, class certification, class notice and to a decision on the merits shall be determined in arbitration before JAMS pursuant to JAMS Class Action Procedures then in effect, and by an arbitration panel of three arbitrators selected in accordance with the provisions of Subsection 31.5 of this Agreement.

31.10 Allocation of Costs.

a. Basic Arbitration Costs. Each side (i.e, claimant(s) on the one hand and respondent(s) on the other) agrees that it will share equally in the basic arbitration costs, including administrative fees and the fees of the arbitrator, if only one arbitrator is used. If a three arbitrator panel is required by any party, each side shall share equally in JAMS' administrative fees, but the party requiring the panel shall pay all arbitrator fees.

b. Costs of Appeal. The side appealing an arbitrator's award shall be responsible for all costs of the appeal, including the fees of the appellate arbitrators. If both sides appeal, all appellate costs shall be split equally between them.

c. Class Actions. Notwithstanding the foregoing, if Borrower brings a consolidated action or class action which a court permits to proceed in spite of the provisions of Subsection 31.9a. hereof, the parties agree that each side will share equally all JAMS administrative and arbitrators' fees associated with such arbitration.

31.11 Available Damages and Remedies. The parties agree that the damages available to any party bringing an action under this Agreement shall be limited to any actual contract damages and tort damages incurred by the party and proximately caused by and resulting from the other party's alleged breach. This paragraph states the exclusive damage remedies available to the parties. In all matters, each party shall be responsible for his, her or its own attorneys fees.

31.12 Waiver of Litigation Rights and Jury Trial. By signing this Agreement, each party to this Agreement is agreeing to have all claims, disputes and controversies arising out of, or relating to, Borrower's transactions with MCC or to this Agreement decided by arbitration and is giving up any right to have such claims, controversies and disputes determined in a court of law by a judge or by a jury, except that court-ordered injunctive relief may be available as set forth above. By signing this Agreement, each party is similarly giving up his, her or its rights to appeal, unless expressly provided for herein. If any party refuses to abide by the terms of this Agreement such party may be compelled to comply with its terms.

31.13 Voluntary Agreement; Revocation. Each party's agreement to arbitrate is voluntary. Borrower may revoke Borrower's agreement to arbitrate under Section 31 by written notice delivered to MCC at 4910 Birch Street, Newport Beach, California within 30 days of Borrower's first transaction with MDC or MCC.

32 Severability. In the event that any provision of this Agreement shall be determined by a trier of fact of competent jurisdiction to be unenforceable in any jurisdiction, such provision shall be unenforceable in that jurisdiction and the remainder of this Agreement shall remain binding upon the parties as if such provision was not contained herein. The enforceability of such provision shall otherwise be unaffected and remain enforceable in all other jurisdictions.

33 Obligations Due in U.S. Currency. Borrower shall pay all monetary obligations owing under this Agreement in the currency of the United States of America.

34 Tax Treatment. MCC does not offer advice on the tax treatment of the various fees paid or charged or the profits or losses relative to transactions and holdings in an Atlas Account. Borrower must consult with his or her personal tax advisor with respect to such matters.

35 Notification of Statement Errors: If you think your account statement contains an error, or if you need more information about a transaction on your statement, write MCC's Compliance Department, giving the following information: the amount of the suspected error, and a description of the error and an explanation of why you believe there is an error. If you need more information, describe the item you believe is erroneous. In order for you to preserve your rights, MCC must hear from you in writing no later than 60 days after it sent you the first statement on which the error or problem appeared. MCC will acknowledge your letter within 30 days, unless it has corrected the error by then. Within 90 days, MCC will either correct the error or explain why it believes the statement is correct. You do not have to pay any amount in question while MCC is investigating, but you are still obligated to pay the other parts of your statement that are not in question. While MCC investigates your question, it will continue to charge your account for the amount in question, including finance charges, but it will not take action to collect the amount in question. If MCC finds that it has made a mistake on your statement, you will not have to pay any interest charges relative to the questioned amount. If MCC did not make a mistake, you are obligated to pay all amounts charged to your account when due.

36 AS BORROWER, I REAFFIRM MY UNDERSTANDING AND ACKNOWLEDGE THAT:

a. I am of legal age and legally competent to enter into this Agreement.

b. All loans of funds and commodities I receive from MCC shall be for investment or other commercial purposes and not for any personal, family, household or other consumer purposes. (See Sec. 1)

c. Purchasing commodities on credit and the borrowing of commodities involve a high degree of risk. (See Sec. 3)

d. I must maintain equity in my account at or above the allowable minimum. I anticipate being called upon by MCC to restore equity in my account. If I do not meet an equity call within the time required, MCC may foreclose upon the collateral which I have pledged as security. (See Sec. 3)

e. All risks of decline in the value of my commodities held by the Bank are mine and not those of Bank or MCC. (See Sec. 8)

f. If at any time the equity in my account falls below 50% of MCC's minimum permissible level, MCC has the right, but not the obligation, to foreclose upon my collateral without prior notice even if an equity call is in effect. (See Sec. 12)

g. In purchasing commodities on credit or borrowing commodities it is possible for me to lose substantially more than the amount of payments or deposits I have made. I understand that I will lose money unless the value of the commodities I purchase or borrow moves sufficiently in price to compensate me for commissions, bid/ask spreads, service charges, interest (finance) charges and lease charges. (See Sec. 17)

h. While in a hedge transaction, I will incur interest, lease charges and service fees and be subject to calls for additional collateral and the possibility of foreclosure upon some or all of the collateral in my account. Entering into a hedge in the same commodity is in my interest only if I believe market prices will move against my existing

position and I do not wish to close that position and realize my gains or losses. Entering into a hedge in different commodities is in my interest only if I believe that price changes in the market values of the commodities relative to one another will be sufficient to exceed the transaction costs of entering into and maintaining the hedge. (See Sec. 17)

i. I understand there are no assurances or guarantees by MCC or its representatives as to the future value of the commodities I purchase, borrow or sell.

j. If I believe that a transaction has not been authorized by me, or has not been executed by MCC as I directed, I will immediately notify MCC's Compliance Department. I waive all rights to contest such transaction or omission if I fail to make such notification within ten (10) business days after such event first becomes known to me. (See Sec. 17)

k. I am solely responsible for all purchasing, selling and borrowing decisions for my account. (See Sec. 17)

l. MCC may monitor and electronically record any conversations between me or my agents and MCC, its employees or agents. (See Sec. 27)

m. By signing this Agreement, I authorize MCC and its representatives to call me at any telephone number, and to send me e-mails at any e-mail address, that I have provided to MDC, concerning matters regarding an MCC account and for promotion purposes. Such authorization shall continue until such time as I notify MCC in writing of its revocation or of a change in its terms.

n. I have carefully read and understand the foregoing. I understand that I am agreeing to submit all disputes, claims and controversies arising out of, or relating to, my transactions with MCC or this Agreement to binding arbitration before JAMS, which is a private dispute resolution procedure, as set forth in Section 31 above. I understand that by agreeing thereto, I am also agreeing to pay JAMS administrative fees and arbitrators fees according to the terms of Subsection 31.10 and to give up my rights to a jury trial of any claims. (See Section 31)

Borrowers Name(s) (Print) _____

B

X _____

Borrower Signature Date

X _____

Borrower Signature Date

AUTHORIZATION TO TRANSFER FUNDS

I hereby authorize Monex Deposit Company and Monex Credit Company to transfer excess funds that I hold in any account with either of those companies to any other account that I hold with those companies, without further authorization or notice necessary, to prevent or meet a call for additional collateral, or prevent a default, to pay for, collateralize or finance any cash purchase or borrowed commodity transaction that I have made, or to pay monthly service charges, delivery fees and handling costs in any of my accounts with those companies.

This authorization shall remain in effect until revoked or modified by the undersigned in writing.

Customer Name(s) (Print) _____

C

X _____

Customer Signature Date

X _____

Customer Signature Date

Monex Credit Company - For Official Use Only

By: _____

Date

FORM KK

THE CALIFORNIA COMMISSIONER OF CORPORATIONS DOES NOT EXPRESS ANY OPINION REGARDING THE INVESTMENT ASPECTS OF THE TRANSACTIONS COVERED BY THESE AGREEMENTS. FOR INFORMATION REGARDING THE FINANCING TRANSACTION, CONTACT THE DEPARTMENT OF CORPORATIONS. CASH ADVANCES BY MONEX CREDIT COMPANY ARE MADE PURSUANT TO A CALIFORNIA DEPARTMENT OF CORPORATIONS FINANCE LENDERS LICENSE.

**MONEX COMPANY PRECIOUS METALS TRANSACTIONS
VERBAL REVIEW SUMMARY**

Before you enter into an Atlas Account transaction with Monex Deposit Company or Monex Credit Company, your Account Representative will summarize certain salient points by reading the following summary to you over the phone. This review will be recorded. If you have any questions, we encourage you to discuss them with your Account Representative before any order is placed.

TRANSCRIPT OF RECORDING FOR YOUR RECORDS

This is _____, with my customer
(Account Representative)

(Customer's full name)

As I have previously mentioned to you, I would like to review some important points relating to precious metals transactions. And, as I stated, my review is being recorded. Is that all right?

You have indicated to me that you have received and read the Monex Deposit Company Purchase and Sale Agreement and the Monex Credit Company Loan, Security and Storage Agreement and agree to be bound by their terms. Is that correct? You also understand that no person is authorized to make any representations which conflict with those documents or any other official Monex company documents which you have received or will receive. Is that also correct? Now I'd like to cover some of the points we've talked about which will apply to precious metals transactions with Monex Deposit Company and Monex Credit Company.

1. There are no assurances or guarantees by the Monex companies or their representatives as to the future value of the precious metals you purchase, borrow or sell. Although we hope your transactions will be profitable, no one can guarantee a profit. In Atlas Account transactions, it is possible to lose substantially more than one's initial and subsequent payments.
2. Because of the risk, you should carefully consider whether precious metals transactions are consistent with your investment goals and financial capabilities.
3. Atlas Account transactions require the customer to supply initially only a portion of the potential liability for the entire transaction. Because of this, an adverse market move may require the customer to deposit substantial additional funds in order to meet his obligations.
4. Precious metals transactions can involve commissions, service and finance charges, lease fees, bid/ask spreads, handling and delivery charges.
5. If the equity in your Atlas loan account ever falls below one-half the minimum required level, Monex Credit Company has the right, but not the obligation, without prior notice, to liquidate all or a portion of the collateral held as security for such loans and to purchase precious metals to meet your commodity loan obligations. This may be done whether or not a demand for additional payment has been issued. This provision is for the mutual protection of both you and Monex Credit Company.
6. Coin prices do not always move in direct ratio to their bullion value. Substantial premiums or discounts may occur.
7. Monex Deposit Company and Monex Credit Company act as principals in their transactions with customers. Their precious metals prices may differ from those on commodity exchanges or other markets.
8. Account Representatives of Monex companies are prohibited from accepting discretionary orders. This means that your account is self-directed and that you are responsible for all purchasing, selling and borrowing decisions for your account.
9. It is your responsibility to monitor your account and to stay in touch with your Account Representative concerning the status of the account.
10. If any questions should arise concerning your account with a Monex company, you may contact:
_____(My Backup Account Representative)
_____(My Sales Director)
11. All monthly statements and written confirmations will be mailed to you at: (Account Representative will state customer's current mailing address). Is that address correct?
12. Appropriate funds must be postmarked or wired within 24 hours of placing a trade. Do you understand that policy, _____?
(Customer Name)

This brief review does not cover all of the significant aspects associated with precious metals transactions with Monex Deposit Company and Monex Credit Company. It is intended only to remind you of some of the more important ones. This covers my summary.

Thank you.

