## ORDER AND SELECTION FORM FOR CERTIFIED COINS

Please type or print clearly

| Date  |   |  | Purchase Total  |   |  |  |
|---|---|--|---|---|--|--|
| Amount Enclosed Check Number  |   |  | Sales Tax (where applicable)  TOTAL AMOUNT  |   |  |  |
|   |   |  |   |   |  |  |
| Purchaser   |   |  | Client's First Order?   | ☐ Yes   | □ No   |  |
| Street  |   |  |   |   |  |  |
| City  |   |  | Telep   | hone  |  |  |
| INDEPENDENT REPRESENTATIVE:   |   |  | Social Security No or Tax ID  |   |  |  |
| Firm  |   |  | ·   |   |  |  |
| Street  |   |  |   |   |  |  |
| City  |   |  |   |   |  |  |
| Telephone   |   |  |   |   |  |  |
| SHIPPING INSTRUCTIONS:   Must Be Completed In Full  | Client  | her  |   |   |  |  |
| Name  |   |  |   |   |  |  |
| Street  |   |  |   |   |  |  |
|   |   |  | 7in   |   |  |  |
| SPECIAL INSTRUCTIONS  |   |  |   |   |  |  |
| SPECIAL INSTRUCTIONS  | ANY OF THE FOLLOWING  | □ PCGS   | ONLY □ NGC O  |   |  |  |
| SPECIAL INSTRUCTIONS  CERTIFICATION SERVICE:  | ANY OF THE FOLLOWING PORTFOLIO  | □ PCGS   | ONLY  | NLY   |  |  |
| SPECIAL INSTRUCTIONS  CERTIFICATION SERVICE:  Diversified Portfolio Contains Mint State and/or Proof U.S. Copper, Nickel, and Silver coins.   | ANY OF THE FOLLOWING  PORTFOLIO  \$5000 and up  | □ PCGS   | ONLY NGC O  TIONS  Deluxe Diversified Port Contains Mint State and U.S. Copper, Nickel, Sil   | NLY<br>folio<br>l/or Proof<br>lver and  |  |  |
| SPECIAL INSTRUCTIONS  CERTIFICATION SERVICE:   Diversified Portfolio Contains Mint State and/or Proof   | ANY OF THE FOLLOWING PORTFOLIO  | □ PCGS   | ONLY NGC O  TIONS  Deluxe Diversified Port Contains Mint State and  | NLY<br>folio<br>l/or Proof<br>lver and  |  |  |
| SPECIAL INSTRUCTIONS  CERTIFICATION SERVICE:  Diversified Portfolio Contains Mint State and/or Proof U.S. Copper, Nickel, and Silver coins. One to six items at \$2,500 purchase  Gold Portfolio Contains Mint State and/or Proof U.S. Gold coins. Dates are                              | ANY OF THE FOLLOWING  PORTFOLIO  \$5000 and up  | □ PCGS<br>O SUGGES   | ONLY INGC O  TIONS  Deluxe Diversified Port Contains Mint State and U.S. Copper, Nickel, Sii Gold coins. Four to eigh \$10,000 purchase.  Special Request Portfoli List specific categories to purchase. Delivery tin | NLY  folio l/or Proof lver and nt items at  io you wish me may  | \$10,000 and up  |  |
| SPECIAL INSTRUCTIONS  CERTIFICATION SERVICE:  Diversified Portfolio Contains Mint State and/or Proof U.S. Copper, Nickel, and Silver coins. One to six items at \$2,500 purchase  Gold Portfolio Contains Mint State and/or Proof   | ANY OF THE FOLLOWING  PORTFOLIO  \$5000 and up  enter amount  | □ PCGS<br>O SUGGES   | ONLY INGC O  TIONS  Deluxe Diversified Port Contains Mint State and U.S. Copper, Nickel, Sii Gold coins. Four to eigh \$10,000 purchase.  Special Request Portfoli List specific categories                           | NLY  folio l/or Proof lver and nt items at  io you wish me may schedule                                     | \$10,000 and up  |  |
| SPECIAL INSTRUCTIONS  CERTIFICATION SERVICE:  Diversified Portfolio Contains Mint State and/or Proof U.S. Copper, Nickel, and Silver coins. One to six items at \$2,500 purchase  Gold Portfolio Contains Mint State and/or Proof U.S. Gold coins. Dates are pre-1934. Five to nine items | PORTFOLIO  \$5000 and up  enter amount  \$20,000 and up  enter amount  This purchase, I hereby accept the rest of the SALES AGREEMENT.  HONS ARE ON THE REVERSE SI  ISIDERATION OF PLACING THIS  imployee or agent of U.S. Tangible Intoins being purchased hereby, or relati | PCGS  SUGGES  Sponsibility to THE PURCH DE. THIS DI S ORDER CO | ONLY  | folio l/or Proof lver and nt items at  io you wish me may chedule .  AND READ A CA A PRE-DISPUT TRATION PRO | \$10,000 and up  enter amount \$10,000 and up  enter amount  OPY OF THIS DISCLOSURE E ARBITRATION CLAUSE VISION. |  |

3500 Maple Ave., 17th Floor, Dallas, Texas 75219-3941 (800-742-6000) (214-528-3500)

REV. 1/13/04 USA

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## DISCLOSURE RISK FACTORS

The coin investment business, due to the nature of the product can be confusing and can be misunderstood by the uninformed investor. U.S. Tangible Investment Corporation ("USTIC") is and has been an advocate of providing the consumer-investor with information as to the risks of investing in rare coins. USTIC encourages its customers to fully read the following facts and information in considering rare coins. Furthermore, the customer should consult with their personal financial advisor prior to making their final investment decision.

- 1. The purchase of coins involves a significant degree of risk and is suitable only for persons of substantial means. USTIC suggests that the customer invest no more than 10-20% of their net worth in rare coins. Net worth is computed exclusive of the home, furnishings and automobiles. In addition, the customer should have annual gross income of at least \$35,000.
- World in rate coins. Net worth is computed exclusive or the norme, items may an advancement in adultion, the customer should have a midal gross income or at least \$55,000.

  2. Although coins have been in demand by both collectors and investors for many years, there is no assurance that there will be future demand. If the collector and investor market demand would diminish or disappear, the value to the customer's portfolio may go down substantially.
- would diminish or disappear, the value to the customer's portfolio may go down substantially.

  3. Each coin sold through USTIC had been graded by the Professional Coin Grading Service ("PCGS"), or Numismatic Guaranty Corporation("NGC"). Certification of grade by PCGS or NGC is an attempt by USTIC to assure the customer that the grade of the coin has been assigned by a recognized independent grading service, graded in conformity with that service's standards and is not the mere opinion of USTIC.

The PCGS guarantee currently provides as follows:

## PCGS GUARANTEE of Grade & Authenticity

The Guarantee of Grade & Authenticity is fundamental to PCGS's concept of third-party grading. The cash-back policy ensures the accuracy of the grade assigned to any PCGS coin as long as it remains in its tamper-evident holder. If a coin is believed to have been improperly graded, and a discrepancy is found during PCGS's Guarantee Resubmission Service, the guarantee entitles the coin's owner to options designed for his protection. PCGS guarantees that all coins submitted to it shall be graded in accordance with PCGS grading standards and under the procedures of PCGS. In the event the purchaser of a PCGS -graded coin believes that the coin has been overgraded with respect to such standards and procedures, he or she may submit such coin to PCGS for re-grading under a procedure which insures that graders are unaware of the grade originally assigned. If the grade determined under such re-grading procedure is lower than that originally assigned to the coin, PCGS shall pay the difference between the highest then-current bid by a PCGS dealer for the coin in question at the newly-established grade and the highest such bid for the coin at the grade originally assigned. PCGS will also refund the regrading fee and postage and insurance costs incurred by the coin owner in sending the coin to PCGS. This guarantee shall not apply to any coin as to which an obvious clerical error has been made with respect to the description of the coin.

The grading of coins is subjective and solely reflects the opinions of the NGC graders. NGC guarantees that all coins submitted to it through any tier shall be examined by a minimum of three NGC grading experts in accordance with NGC grading procedures. In the event that any owner or subsequent purchaser of an NGC coin believes that a coin has been overgraded by NGC with respect to such procedures, such person may submit the coin to NGC through its "Appearance Review" service for a review of the assigned grade. If the grade determined under such review in NGC's sole opinion is ultimately lower than that originally assigned to the coin, NGC shall, at NGC's option, either exchange the coin in question with an equivalent coin at the earlier higher grade or pay the difference between the current fair market value of the coin at the newly established grade and the current fair market value of the grade originally assigned to such coin. Due to the volatile nature of the coin market and Internet auctions/sales, the selling prices in these auctions/sales do not necessarily represent the current fair market value of any particular coin. NGC will determine the current fair market value of a coin based upon what NGC believes, in its sole opinion, to be reliable current market information. NGC's subjective determination of fair market value shall be binding on all parties. Removal of a coin from its NGC holder, or tampering with the holder, nullifies this Guarantee. If requested, NGC will remedy any clerical error with respect to the description or grade of a coin on its label, free of charge. WARNING: THIS GUARANTEE IS LIMITED.

Oxidation can continue to occur after sealing, and copper coins are particularly susceptible to this problem. Therefore, the NGC Guarantee does not apply to the grading of copper coins. Pattern coins and coins graded under the VarietyPlus and Mint Error services are guaranteed for grade and authenticity only. The NGC Guarantee does not cover coins which have been graded by NGC but then are subjected to abuse, alteration, or improper storage conditions such as (but not limited to) extreme temperature, moisture, damaging environmental conditions, excessive light, excessive motion or vibration, or any other extreme conditions. The NGC Guarantee does not apply to coins that have been removed at any time from their original NGC holder, or to coins with tampered holders. The NGC Guarantee does not apply to clerical errors on the label.

THE NGC GUARANTEE TAKES THE PLACE OF AND SUPERCEDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AND WHETHER OF MERCHANTABILITY, FITNESS OR

OTHERWISE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL OTHER REMEDIES AGAINST NGC, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES, ARE WAIVED.

- 3. For more information on PCGS and NGC and their guarantees, the customer can contact them in writing as follows: PCGS: PCGS, P.O. Box 9458, Torrance, CA 92658; NGC: NGC P.O. Box 1776 Parsipanny, NJ 07054
  4. It may be possible that the service grading a coin may discontinue business or change its guarantee and USTIC shall not be responsible for any of the services guarantees or subse-
- quent changes.
- 5. Grading is subjective and represents the opinion of the grading service graders as to the coin's state of preservation at the time the coin is examined. Each coin graded by PCGS or NGC has been graded by a consensus of a minimum of 3 independent graders, but because grading is subjective, the grade of coins can be subject to debate and/or error. It is possible that coins can be broken out of their holders and upon resubmission receive a higher or lower grade from that shown on the original holder.
- 6. The buying and selling of coins is a highly competitive business, characterized by numerous small collectors seeking to buy coins at any given time. Competition for a coin can be greater or lesser after the date of initial purchase which may affect the market value of coins.

  7. Currently there are over 1000 dealers nationally that are authorized by PCGS and NGC. Some, but not all, of these dealers currently make a market for certified coins. There is no assurance that such market makers may exist in the future. Currently many dealers may offer higher prices on coins that they personally inspect than on coins that they buy sight un-
- 8. At this time, the sale of a rare coin portfolio is not subject to regulation as a security in the U.S. The rare coin industry is not presently subject to direct governmental regulations in the U.S. Aspects of the coin industry are subject to review by various governmental agencies such as the Federal Trade Commission (FTC); but it is expressly disclaimed that any agency of the U.S. government has approved the sale of coins as an investment.
- 9. Typically, coins are cyclical in nature and appreciate or depreciate over time. There are a number of coin value reporting systems and actual gains or losses may be reported differently among the different services.
- 10. All coins sold by USTIC are priced using the Certified Coin Dealer Newsletter (CCDN). USTIC, on some of the coins its sells, assigns the designation Premium Quality (PQ). These coins carry premiums over normal retail price for non-PQ coins. PQ coins, in USTIC's opinion are of higher quality than the average coin for the assigned grade. Also USTIC charges a premium for Better Date coins that are rarer than coins of the same series for other years and mints. PQ and Better Date classifications are discretionary and USTIC's opinion may be somewhat different than other dealers. It is the current policy of USTIC to repurchase PCGS and NGC certified coins sold through it at the then current CCDN bid price (CCDN bid price as published at date of receipt of coins) In calculating the repurchase price USTIC's current policy is to apply the same premiums originally charged for PQ and Better Date coins. USTIC's wholesale price does not however, recapture any premiums charged as a retail mark-up. The repurchase price is based upon a wholesale price, that is, USTIC sells at retail and repurchases at wholesale. While the above stated repurchase is currently in use, it should be noted that USTIC does not guarantee its continuance.

  11. The customer takes each coin pursuant to it assigned grade, attribution, pedigree or any other designation as described by the service grading the coin and subject to the guaran-
- tee made by that service.
- 12. Certification by any grading service does not guarantee protection against the normal risks associated with potentially volatile markets.
- 12. Certification by any grading service does not guarantee protection against the normal risks associated with potentially volume markets.

  13. The degree of liquidity for PCGS or NGC or any other service's certified coins will vary according to general market conditions and the particular coin involved. For some coins there may be no active market at certain points in time. Although at times the sight unseen market for coins is strong and offers instant cash, there is no guarantee this system will continue in the future. Further, on many rare and esoteric coins, sight unseen dealer bids usually reflect only a portion of what the coin is worth. Esoteric and unique rare coins may have limited buyers available when your decision to sell the coin is made, thus the marketing time to maximize the coin's potential can be longer than for more common coins. While offers on esoteric coins can be made, USTIC shall provide an offer for the coin. Determination of the potential value of the coin is difficult and may be impossible to obtain without extensive marketing, which marketing USTIC is not responsible to perform.
- 14. No representation or guarantee is made concerning the price that USTIC will pay for coins repurchased in the future nor is USTIC obligated to buy back any coin at a pre-established price or a pre-established formula. Reported prices on coins can vary based upon date or publication and even hour of reporting. Electronic reporting services that attempt to update hourly may reflect different pricing data than in the CCDN. Reporting services do not necessarily reflect the grading changes that may occur in the coin industry from date of initial sale to the request for liquidation, thus the published reported bid price of a particular coin may not be applicable to the coin the customer purchased at a prior time. If changes occur in the coin industry that modify the grading criteria of the coins purchased, USTIC's repurchase policies can, at its option vary to reflect the then current industry standards.

  Reporting services may become unreliable, discontinue business, or otherwise not properly reflect the value of coinage. USTIC, at it's sole discretion as to the repurchase of its previous sold coins, shall have the right to select in its judgement, the most accurate service that properly reflects value.

  15. An USTIC purchaser may elect to liquidate his coins through an auction process. If the purchaser elects to utilize Heritage Numismatic Auctions, Inc. (HNAI), HNAI shall, after
- receipt and acceptance of the coins, catalogue the coins at the same grade as assigned to them at date of purchase assuming the coins have not been damaged since date of purchase. HNAI will offer USTIC purchasers a reduced seller's fee on the coins consigned. No guarantee can or will be made regarding the amount of proceeds which may be realized from any sale at auction or otherwise.

  16. Certified coins sold by USTIC come in a "plastic holder". If the holder is damaged in transit from USTIC, it must be reported to USTIC upon receipt. Failure to report the transit
- damage or to maintain the holders in a good condition may result in a substantial decline in the value of the coin.

  17. Coin purchasers are encouraged to select individual coins for their portfolios as well as the investment amount. Lists of purchasable coins are available upon request. If you defer to USTIC to make the selection for you, you are advised that there is no Guarantee that the coins selected for the portfolio will equal or out-perform the general market or to be preserved from market depreciation at a greater rate than other coins.
- 18. USTIC prices its coins at a percentage over their wholesale value. Wholesale value does not necessarily reflect acquisition cost of the coin by USTIC or its affiliates.

  19. USTIC purchases its coins from its affiliates. Upon receipt of an order, it is filled in conformity with the selection form and submitted to the customer within a commercially reason-
- able time period. Coins may not be available that conform to the order selection and as those coins become available, the order is completed. The invoice price of each coin in a port-folio may reflect different retail pricing criteria than other coins in the portfolio based upon a coin's selection to the portfolio. The price of a coin may vary from date of the order to date of the finalization of the portfolio. USTIC at its sole discretion establishes the timing of its invoice pricing which reflects USTIC's market price when USTIC has committed the coin to the order. USTIC reserves the right to select its invoicing date on any coins, thus there may be a differential between a particular coin's price during the portfolio selection process and
- 20. You should not rely on oral representations of any person, including those of USTIC, your financial advisor, or any other advisor, that differ from the written terms of this disclosure and your sale documents. No one representing USTIC has authority to vary the disclosures herein. USTIC neither assumes nor authorizes any person to assume for USTIC any liability in connection with the sale of the coins, and there are no oral agreements or warranties collateral to or affecting this sale. Information and data contained in the disclosure and the written brochures of USTIC are based upon sources that USTIC deems reliable; however, there can be no guarantee of accuracy either expressed or implied. Any USTIC projection of future developments or price movements in the coin market represents opinion, not fact.
- 21. All coins are covered by an unconditional ten (10) day return privilege. This right of return is not applicable in transactions where the purchaser is using USTIC's storage facilities and payment programs. If required under State Law applicable to the transaction, rights of recession under the applicable State Law are adopted and made part of the sale transaction. The purchaser is encouraged to carefully inspect and evaluate all coins during the ten day period after receipt of the coins. All coins sold through USTIC are sold in sealed holders and must be maintained in the same holder as delivered to the purchaser. Any damage to the holders must be immediately reported to USTIC. Removal or attempted removal from the holder voids the return privilege and seriously affects any repurchase policy and the value of the coin. During any period of either a right of inspection of the coins or a return privilege, the Risk of Loss is upon the purchaser.
- 22. Your financial advisor is an independent contractor and is not an employee or agent of USTIC. The financial advisor is typically paid commission based upon the purchase price of the portfolio. Some financial advisors will charge a fee based on the total assets they manage. USTIC has an arrangement with both types of advisors.
- 23. The rarity of a coin affects it value. The various grading services publish reports as to the number of coins in particular grades it has graded. These population reports are not necessarily accurate as to the number of coins available now or in the future in the marketplace. While the population report may provide insight into a coin's scarcity, standing alone, it may not be determinative of a coin's rarity.

  24. Various graphs and charts are available as to the performance of coins. The data and basis of those reports must be carefully studied to determine whether the document reflects
- the performance of the type of coins purchased by the potential investor. Past appreciation or depreciation of coins may not be an accurate basis of future performance.

  25. Investment in coins is generally considered a long-term investment; that is, the purchaser must typically hold the coins for several years to have a return of his investment. There is no guarantee that the simple holding of a coin, for any period will result in appreciation, as interest in particular series, type, metal, mintage or date may change over the period. Numismatic interest in particular coins may change; causing declines or increases in the value of that series. Coins deemed rare upon purchase may have new sources located that
- will alter their availability.

  26. No warranties, including but not limited to merchantability, fitness for a particular purpose, performance or suitability of investment, are made by USTIC as to the coins unless
- expressly designated in this Disclosure as a "warranty". Purchaser assumes all the risk, including but not limited to market decline, from the coin purchase.

  27. Arbitration. The purchaser and USTIC each agree that all controversies which may arise between them concerning any transaction or the construction, performance; or breach of any agreement or the interpretation of any disclosure between USTIC and the purchaser pertaining to the coins sold or any service relating thereto, whether entered into prior, on, or subsequent to the date of the purchase order shall be determined by arbitration. Any arbitration under this purchase shall be conducted pursuant to the Rules of the Professional Numismatic Guild ("PNG") or the American Arbitration Association ("A.A.A.") at the election of the purchaser. If the purchaser fails to make such an election by registered letter to USTIC, within ten (10) days of the notice of controversy, USTIC may make such an election. The award of the arbitrator or the majority of them shall be final, and judgment upon the award may be entered in any court, state or federal, having jurisdiction. Arbitration Disclosures. Arbitration is final and binding upon the parties. The parties are waiving their right to seek remedies in court, including the right to jury trial. Pre-Arbitration discovery is generally more limited than and different from Court proceedings. The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modifications of rulings by the arbitrators is strictly limited. The panel of arbitrators will typically include arbitrators who were or are affiliated with the coin industry.
- 28. USTIC, Heritage Rare Coin Galleries and Heritage Numismatic Auctions, Inc. are affiliated companies.