 Republic Metals Corporation Standard Terms and General Operating Conditions (Revised)

Unless otherwise stipulated, these Standard Terms and General Operating Conditions "Standard Terms" are applicable to transactions and/or contracts between Republic Metals Corporation, "RMC" and Customer. "Customer" is defined as any business, corporation, company, person, entity, or anyone else transacting business with RMC in any manner whatsoever.

Any contract or agreement entered into between RMC and Customer will operate as if the terms represented in these Standard Terms are made expressly a part thereof. RMC's Standard Terms is the governing document with respect to any and all business dealings between RMC and Customer and shall override any and all provisions, terms, and stipulations in Customer purchase orders, sales orders and/or any other Customer documents. RMC's failure to object to any terms, provisions, and/or stipulations represented in any Customer documents that are at variance with RMC's Standard Terms shall not be deemed a waiver of the terms and conditions contained herein. Any acknowledgement by Customer of these Standard Terms with changes made to it by Customer constitutes a counter-offer.

Warranty of Title: Customer warrants to RMC that it has good and marketable title to any materials sent by Customer to RMC, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever. Customer further warrants that the said property is not from or the result of illegal activity in this country or any other country. Customer further warrants to RMC that it will fully, defend, protect, indemnify, and hold harmless RMC and its lawful successors and assigns from any adverse claim thereto. Each party warrants that any transaction it initiates will not cause the other party to be in violation of any anti-money laundering, anti-terrorism, or other applicable law of the U.S., any state or province thereof or any foreign country. RMC warrants that it has legal and beneficial title to all material delivered to Customer and that it is free and clear of any contingent or existing charges, pledges, mortgages, securities, encumbrances, liens or other third party rights or claims of any type. RMC further warrants that it has the necessary authority, power, consents, licenses and authorizations and have taken all necessary action to enable RMC to enter into and perform its duties and obligations herein.

Insurance, Delivery, Weighing, and Sampling: Customer shall be responsible for insuring any incoming shipments, unless otherwise agreed in writing. To insure incoming shipments through RMC, Customer must notify RMC within a reasonable period of time, of any shipments destined for RMC. Failure to do so will result in Customer bearing the risk of loss of the material until such time as RMC is able to insure the incoming material. Risk of loss of material will pass from Customer to RMC upon delivery to and acceptance at RMC's refinery, unless otherwise agreed. Upon receipt by RMC of metal sent by Customer for refining and acceptance by RMC, RMC shall bear the responsibility of insurance for loss or damage to such metal while at RMC. Any and all metal sent by Customer shall be labeled bearing the gross, net, and tare weights of said metal. In an effort to minimize refining costs, RMC may request Customer material be packaged in a particular way prior to shipment to RMC. Customer must follow all instructions that RMC may give to Customer regarding the packaging of material. Material that arrives packaged in a manner other than that reasonably requested by RMC is subject to processing fees. All weights of Customer material are to be ultimately determined by personnel of RMC. In the event Customer's material should arrive at RMC with any broken seals, damaged seals, or seals that evidence tampering, RMC will seek Customer permission prior to the weighing, sampling, assaying, and/or any other procedures with respect to said material, unless otherwise agreed to in writing. Settlement weights are determined and governed by RMC. RMC shall allow a Customer representative (including a third-party representative hired by Customer) to be present at RMC's facility to observe said procedures with respect to the material.

RMC's acknowledgment of receipt of Customer material shall not constitute agreement as to the quantity, weight, composition, or description stipulated by Customer. RMC shall, within a reasonable amount of time, inspect Customer material and shall promptly notify Customer of any significant variances in the material including but not limited to quantity, weight, and composition of the material. RMC shall keep Customer informed of the processing of Customer's material. Customer must notify RMC within a reasonable period of time from receipt of notice of any reported variances to make an objection concerning such variances. Customer's failure to do so object shall be deemed a waiver by Customer of any claim.

Customer may have against RMC with regard to such variances. Any disagreement between RMC and Customer resulting from a frustration of the agreement, and requiring return of unrefined material, will be done at the Customer's expense.
Deleterious Elements: Customer MUST contact RMC and seek approval prior to shipment of material containing any of the following elements.

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<tr>
<td>As - Arsenic</td>
<td>Be - Beryllium</td>
<td>Bi - Bismuth</td>
<td>Cd - Cadmium</td>
<td>Hg - Mercury</td>
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<tr>
<td>Pb - Lead</td>
<td>Sb - Antimony</td>
<td>Se - Selenium</td>
<td>Sn - Tin</td>
<td>Te - Tellurium</td>
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Failure to do so may result in any of the following: (a) The return of Customer’s metal to Customer at Customer’s expense, (b) A handling fee of up to $5,000.00 USD.

Melting and Assaying: From each lot and/or melt RMC shall collect a representative sample in the form of a button, bar, thistle sample, and/or by and through any sampling procedure RMC may deem appropriate for the given material. This sample is then used conduct an analysis of Customer’s material.

RMC will conduct assay trials and report the results to the Customer. Customer has three (3) business days in which to object to the assay report after which time the assay report will be deemed accepted by Customer and the right to contest the assay report will be deemed waived. Upon objection by Customer to the assay report, RMC may pursue various options including but not limited to:

- Negotiating mutually agreeable figures with which to compute the precious metals contained in the lot or melt, or
- Agreeing with Customer to solicit an umpire assay (third party assay). (Please request an “Umpire Procedure” document should you desire further explanation) Note: RMC will dispose of any and all precious and non-precious material including but not limited to any slag, magnetic, and/or any precious and non-precious material not requested by Customer for return. RMC shall be free of any liability to return any additional metal not requested by Customer and/or agreed upon by Customer and RMC or specifically noted in the refining terms. Settlement times may vary depending on available production capacity. Settlement shall not occur during weekends, legal holidays and RMC’s vacation periods.

Charges: Unless otherwise agreed, Customer agrees to pay any and all preparation, treatment, refining, and/or any other customary and reasonable charges related to the said material. Sales, use, excise, and/or any other taxes or assessments, levies, or governmental charges be it federal, state, local that are in addition to the above mentioned charges shall be paid by the Customer. All charges become payable after Customer receipt of the Invoice. RMC is entitled and empowered to withhold delivery of any returnable or transferable metals or money due to the Customer until such time as all amounts due to RMC by Customer are received. In attempting to retrieve any monies due RMC by Customer or its assigns, RMC reserves the rights and remedies (upon prior notice to Customer and reasonable opportunity to cure) including but not limited to: (a) to cancel any Customer order (b) to refuse to make further deliveries due to Customer (c) to declare due and payable immediately any and all unpaid amounts for goods previously delivered to Customer.

All RMC charges are payable upon Customer’s receipt of an invoice. Acceptance of check, draft, credit card payment(s), or any remittance except legal tender (cash) shall not constitute payment until such payment processes are completed. Until such time, RMC shall be deemed to retain title to and a security interest in all material covered by any RMC invoice to secure the payment of the same. If Customer fails to make payments when due, the amount unpaid is subject to an interest charge of ten percent (10%) per annum discounted to represent the amount of time passed for which payment has not been received. This interest rate is subject to fluctuation without notice based on current bank base lending rates.

Additionally, as a course of business, RMC reserves the right to offset refining charges by liquidating Customer’s pool account to the extent that such charges are paid. Such charges include but are not limited to any overdraft fees, uncalled fees or charges, and handling fees for deleterious materials for which Customer is responsible. Customer empowers RMC to offset and/or liquidate any Customer pool account under any company or corporate name where Customer is found to have common ownership, to secure any and all debts owed to RMC, in addition to any costs incurred by the non-defaulting party in connection with its enforcement of any sums of money, or metal, or value thereof due hereunder or enforcement of its rights hereunder, if such party employs an attorney to enforce collection of any sums due hereunder or to enforce any of its rights hereunder, in whole or in part, then the defaulting party will pay a reasonable fee representing such attorneys’ services including costs, regardless of whether suit is instituted, and whether at trial, on appeal, in mediation, arbitration, or administrative proceedings.
Pool/Toll Account: A pool account is a ledger account representing the amount of returnable metal owed to Customer if the account reflects a positive balance. Returnable metal represents the amount of metal owed to RMC if the account reflects a negative balance. Precious metals are fungible; therefore any unit of material is equivalent to another of like kind i.e., similar quality and/or value, and is deemed adequate payment for purposes of outstanding Pool Accounts. Returnable metal in a Customer Pool Account does not pertain to specific, segregated, or identifiable metal; rather it represents a future obligation of RMC to return common inventory of gold, silver, platinum, palladium, or platinum group metals. RMC reserves the right to return precious metals to Customer of like kind representing the ounces of precious metals owed to Customer. RMC reserves the right to offset negative balances in Customer’s pool account with respect to any and all metal in Customer's pool account by purchasing and/or liquidating any metals reflecting a positive balance in Customer’s pool account. Republic reserves the right to price out any un-priced ounces remaining in Customer pool account in an effort to settle Customer list. Should Customer desire to leave ounces un-priced in Customer pool account, Customer must notify Republic in writing at least twenty four (24) hours prior to the settlement date of the respective lot; after such time has elapsed, Customer shall be deemed to have waived such right. Note: Please see RMC Purchases for a description of RMC’s returnable metal.

Consignment: It is expressly agreed upon by both parties that any and all material shipped to Customer, and/or delivered to Customer, and/or released to Customer on a consignment/bailment basis remains the property of RMC with a security interest in RMC, until the material is returned to RMC in its entirety with interest paid, or material of equal quality, kind, and value is returned to RMC. Customer does not have legal title to such property until the above obligations are fulfilled. Should Customer transfer, assign, sell, or attempt to pass title to said material in any other way, Customer will be responsible for returning to RMC material of like kind, representing the same value, UNLESS OTHERWISE EXPRESSLY AGREED TO IN WRITING ALL CONSIGNMENT TRANSACTIONS ARE FURTHER SUBJECT TO TERMS + PROVISIONS SET FORTH IN RMC’S FORM CONSIGNMENT CONTRACT WHICH WILL BE FURNISHED UPON REQUEST.

RMC Purchases: Customers will be paid according to their returnable metals. The returnable metal represents the amount of precious metals contained in the Customer lot. RMC refining charges and/or any other reasonable charges related to said material shall be invoiced separately to Customer. Returnable metals shall be in the form of fine gold bars and/or granulation unless otherwise agreed. Unless otherwise agreed, fine gold bars and/or fine gold granulation shall assay a minimum .999 fine, and the fine silver bars and/or granulation shall assay a minimum .999 fine. Returnable Platinum, Palladium, and Platinum group metals shall assay a minimum of .9995 fine. RMC shall not be liable for direct or consequential losses stemming directly or indirectly from market fluctuations and/or any other cause whatsoever as a result of late delivery of any material by RMC. RMC delivery schedules are subject to reasonable change upon notice to Customer.

Advances: Should Customer request an advance and RMC approve such a request, Customer will be responsible for any deficit in Customer’s account as a result of an over-advance. Customer will be charged of $1.00 per ounce per day with a minimum charge of $100.00. [Subject to change without notice] Any and all security interest in Customer’s material held by Customer will be reduced by the amount of such advance. Upon RMC transferring consideration, the form of wire transfer, check, metal transfer or otherwise, to Customer for and against Customer’s metal. Title to said metal shall pass immediately to RMC. After said metal is sampled, Republic may co-mingle, destroy, or use said metal in any manner RMC deems appropriate. Advances will only be made against lots and/or material for which the estimated elemental content has been Price Fixed.

Fixing of Metal: Customer has the following options when fixing precious metals with RMC:

1. SPOT – price is determined by RMC Trading Personnel based on the metal price as determined by global markets at the time of fixing.

2. LONDON PM-fx request must be received by RMC Trading Personnel by 9:30 AM E.S.T. the day of the fix

Note: RMC market prices may reflect a slight discount as stipulated by market conditions.

Customer warrants that any purchase or sale contract has been effectuated by Customer for the sole purpose of securing pricing for the ultimate sale or purchase of precious metals and has not been made for any speculative reason whatsoever. Customer hereby has an obligation to deliver or purchase said metal to or from RMC within ten (10) business days from the date of the consignment notice.
Upon the commencement of a trade with RMC, RMC shall, within a reasonable amount of time, send customer an email confirming the trade details. Customer shall be responsible for providing RMC with a proper e-mail address to which trade confirmations shall be sent. Customer shall also bear responsibility for notifying RMC should any changes occur in regards to the desired recipient of the e-mail and/or e-mail address therein. It shall be the responsibility of Customer to notify RMC in the event Customer conducts a trade with RMC and does not receive an e-mail confirmation. Further, Customer agrees that should RMC's records show that RMC sent an email confirmation to Customer's designated email address, Customer shall be conclusively deemed to have received said e-mail confirmation. By agreeing to the terms and conditions contained herein, and receiving an e-mail confirming the details of Customer's trade as instructed by Customer, Customer agrees that it has entered into a written, liquidation of customer balance, (3) legal action in furtherance of an attempt by RMC to recover funds due as a result of a reversal of this contract. If legal action is required, customer hereby accepts full responsibility for any reasonable costs and/or fees and/or expenses incurred on behalf of RMC in furtherance of this legal action if RMC prevails in such action.

Risk of loss for precious metal purchased by Customer from RMC shall pass to Customer upon physical delivery to Customer's premises.

Force Majeure: If either party is prevented from completing performance of any or all of its obligations under this Agreement by an act of God or any other occurrence beyond its control, then such party shall be excused from further performance upon notice to the other stating the reason for the nonperformance. Additionally, the parties understand that performance by either party may be interrupted or delayed by an occurrence outside of its control, including but not limited to the following: an act of God e.g., hurricanes and floods, war, riot, sovereign conduct, loss of electrical power for any reason whatsoever, or conduct of third parties. If that should occur, Republic Metals Corporation shall be excused from performance for as long as reasonably necessary to complete the performance.

Liability: Under no circumstances shall either party be liable for any incidental or consequential damages incurred by the other for breach of any obligation arising out of or relating to the transactions herein or to the subsequent sale or use of returnable metals delivered to Customer hereunder. Except otherwise provided, the aggregate liabilities of RMC to Customer arising out of or relating to any breach of warranty shall not exceed the aggregate fees actually paid by Customer to RMC in regard to the materials or returnable metals which are the subject to the breach. Notwithstanding the above, the limitation of liability herein shall not apply to either party's intentional misconduct or breach of warranty with regard to anti-money laundering compliance set forth in this Agreement.

As a condition precedent to conducting business with each other, the parties agrees that if either party fails to comply with any of its obligations hereunder, the non-complying party will indemnify, defend, and hold the other harmless from all injuries, costs, suits, expenses (including without limitation attorney's fees and other costs of defense), liabilities, fines, penalties, judgments, cost of settlement, losses and other damages that the complying party may incur as a result of such failure by the non-complying party.

Integration: This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed, and incorporated all representations or modifications concerning this instrument whether arising from any usage or trade, course of dealing, accepted industry practice, course of performance, evidence of consistent additional terms, or otherwise.
Parties: Both Parties agree that they are merchants as defined in the Uniform Commercial Code § 2-104 (1).

Compliance with Laws. Each party shall comply with all federal, state, and local laws, regulations, ordinances and other governmental requirements applicable to its obligations herein.

Waiver: The waiver by either party of any breach of these Standard Terms or forbearance of either party to enforce its rights hereunder shall not operate as or be construed as a waiver of subsequent breach or a waiver of rights of either party.

Severability: If any provision of these Standard Terms is found by a court of competent jurisdiction to be wholly or partially invalid, the remaining provision will nonetheless be valid and enforceable.

Modification of Terms and Conditions: The terms, conditions, stipulations, rules, regulations and schedules set forth herein are subject to change only upon the mutual written agreement of the parties.

Notices. All notices given hereunder shall be in writing and shall be deposited in the U.S. Mail or delivered by a recognized national express courier, with signature required, addressed to the applicable party at the address designated in writing by such party. Email notice is acceptable if sent to the receiving party’s designated email address and the receiving party has affirmatively acknowledged receipt of the email notice.

Termination: Either party may terminate this agreement for any reason whatsoever after giving thirty (30) calendar days notice in writing or email transmission to the other party.

The parties warrant that they have read every page of Republic Metals Corporation Standard Terms & General Operating Conditions as revised herein and their signatures below shall be deemed equivalent to initialing each page of the agreement. Further, each signor warrants that they are an authorized agent of their respective parties and have the full actual authority to enter into this agreement and conduct the type of business contemplated herein.

CUSTOMER: James Avery Craftsmen, Inc.

Print Name, Title: Paul Zipp, CFO
Date: 8-25-17

RMC:

Print Name, Title: DAVID COMITE
TREASURER & CFO
Date: 8-30-17