Joint Promotion Agreement

Between

United States Mint and Wal-Mart Stores, Inc.

WHEREAS, the United States Mint desires to introduce and promote the U.S. Mint's new Golden Dollar Coin to the public prior to its general availability through the Federal Reserve System and banking institutions and;

WHEREAS, Wal-Mart Stores, Inc. ("Wal-Mart") is desirous of distributing and promoting the Mint's Golden Dollar coin to its customers through the use of Golden Dollars as change to Wal-Mart and Sam's Club customers and through the promotion of the Golden Dollar in its stores.

NOW, THEREFORE, the parties agree to conduct a joint promotion subject to the terms and conditions of this agreement as follows:

I. PROMOTION

a) The Promotion Period shall be January 27 through March 2, 2000. This period may be extended by agreement of the parties.

b) The U.S. Mint and Wal-Mart agree to participate in a joint promotion ("Promotion") which will feature Wal-Mart's promotion and use of the U.S. Mint's new Golden Dollar coin in each of its 2,991 domestic Wal-Mart and Sam's Club stores. The Mint agrees to provide a supply of up to thirty five (35) million Golden Dollars per shipment to Wal-Mart and Sam's Clubs stores during the Promotion Period. In each store location, Wal-Mart agrees to use its best efforts to distribute Golden Dollars in change to its customers in response to cash purchases during the Promotion Period. In addition, during the Promotion Period, Wal-Mart agrees to publicize the availability of Golden Dollars in each store through the display of Wal-Mart provided point of sale signage and other promotional efforts as set forth herein.

c) Wal-Mart and the Mint agree to feature the Promotion on their web sites and in their Public Relations activities during the Promotion Period as specified herein and as agreed to by the parties.

II. SHIPMENT, DELIVERY AND ORDERS

a) The Mint agrees to make up to three (3) shipments to each store during the Promotion Period. The first shipment shall be in quantities of 6,000, 10,000 or 14,000 dollar coins per store as requested by Wal-Mart. Wal-Mart agrees to advise the Mint in writing of the requested quantities (either 6,000, 10,000 or 14,000) for each store prior to January 5, 2000. The first shipment will be scheduled for delivery to each store during the week January 24, 2000. A second shipment of the same quantity of coins will be scheduled for the second week in February.

b) Subject to available inventory, Wal-Mart may adjust the quantities requested for delivery in the second shipment to each store during the first week of February 2000. All such adjustments shall be in 1,000 coin increments. Orders for additional coins and promotional materials may be accepted by the Mint via mail and by fax. Orders shall be directed to Barry Claybrook, Dollar Coin Program, Circulating SBU, 801 Ninth Street, Washington D.C. 20220 Phone: (202) 354-7406 Fax: (202) 756-6531.

c) At the request of Wal-Mart and subject to inventory availability, the Mint may accept orders for a third shipment of dollar coins provided the Mint receives the order no later than February 15th, 2000. Accepted orders will be shipped the week of February 21, 2000.

d) Each shipment of dollar coins shall be by registered carrier and shall be accepted and signed for by each store's manager or written designees. Shipments of coins shall be packaged in rolls and each shipment may include Mint provided Promotional Materials as agreed between the parties. Upon written receipt of each shipment all risk of loss shall be borne by Wal-Mart.

III. USE OF TRADEMARKS AND APPROVALS

a) Each party grants to the other party a royalty free, nonexclusive license to use and display each other's name and trademarks in connection with the Promotion and any advertising or other promotional activities relating thereto. Neither party shall use the other's name or trademarks in any way which would cause any person reasonably to infer or convey the impression that the parties are in any way affiliated or otherwise acting on behalf of each other. The parties agree that each use of the other party's name or trademarks shall inure to the benefit of the other party and this agreement does not convey any right, title or ownership in the other party's trademarks. Neither party shall take any action or lack of action which would in any way impair the other parties'' proprietary rights.

b) Each party will have the opportunity to review and approve all artwork, copy or other materials prepared by the other party for or in connection with this Promotion prior to any production or distribution thereof. Any objections or corrections will be communicated in writing to the other party within five (5) business days after the materials have been received. All objections will be mutually discussed and reasonable efforts will be made by the parties to reach a prompt and satisfactory agreement.

c) Approval Contact Information:

United States Mint

Ellen Gano/Lynn Parish
Office of Public Affairs
United States Mint
(202) 354-7223

Wal-Mart Stores, Inc.

Anne Johnson
Wal-Mart Stores Marketing Department
702 Southwest Eighth Street
Bentonville, AR 27716-8040
(501) 277-2512

IV. PAYMENT

Payment for the face value of the coins shipped shall be made by Wal-Mart on the following dates: First shipment - January 27, 2000; Second shipment -- February 14, 1999; Third Shipment – February 28, 2000. Payments shall be made by electronic funds transfer to the U.S. Mint's Treasury Department Account. Credits for non-delivery or non-acceptance of any shipment shall be made by the Mint at the end of the Promotion Period. Wal-Mart agrees to provide assistance, documentation and any information required to substantiate non-delivery or non-acceptance. For any failure to make payment in a timely manner, daily interest at the current Federal Funds Rate plus two (2) percent shall accrue.

V. WAL-MART RESPONSIBILITIES

a) Wal-Mart is responsible for marketing and promoting the Promotion Program to the local management of all of Wal-Mart and Sam's Club stores. Wal-Mart agrees to participate in the design of the program and will monitor participation and results through reports provided to the Mint. Wal-Mart agrees to promote and educate each of its store managers on the Promotion and shall require each store's participation in the Promotion. Wal-Mart agrees to provide the U.S. Mint before January 1, 2000 with the name of the current store manager or designees having the authority to sign for the shipment along with the address of each of Wal-Mart and Sam's Club location where shipment is to be made.

b) Wal-Mart agrees to include the Golden Dollar Promotion in its February circulars, display point-of-sale signage in each Wal-Mart and Sam's Club store, broadcast the Promotion in its in-store radio announcements, attempt to feature the Promotion prominently on its web site, and will identify the Mint's web site for collectors to order bags of Golden Dollars. In addition, Wal-Mart agrees to promote and discuss the Promotion at Wal-Mart's January 2000 Store Manager Conference and agrees to provide the Mint space for at least a 10 x 10 foot booth at the Conference for promotion purposes.

VI. EXCLUSIVITY

The U.S. Mint agrees not to enter into any other promotional agreements involving the distribution of Golden Dollar coins in any other retail stores during the month of February 2000 with the exception of the Southland Corporation and their 7-11 retail convenience stores and a Mint promotion with General Mills for their Cheerios cereal boxes which may be found in retail stores.

VII. TERM AND TERMINATION

This agreement shall be effective on the date signed and shall terminate on April 30, 2000.

VIII. RELATIONSHIP OF THE PARTIES

The U.S. Mint and Wal-Mart are independent organizations, and this agreement does not create a partnership, joint venture, agency, employer/employee relationship or other relationship between them.

IX. ASSIGNMENT

This agreement shall be binding on and inure to the benefit of each of the parties, their successors and assigns. It may not be assigned or transferred, in whole or in part, without the written consent of the other party. Any such assignment or transfer without consent shall be void.

X. NOTICES, GOVERNING LAW AND AGREEMENT RESTRICTIONS

a) All notices required under this agreement shall be in writing and sent by prepaid mail, overnight courier service, or facsimile and shall be effective on the date mailed or transmitted.

b) This agreement shall be governed by the laws of the United States. Any disputes under this agreement shall be resolved in United States Federal District Court in the District of Columbia unless both parties agree to arbitration in writing.

c) This is the entire agreement between the parties and supersedes all previous oral or written understandings between them on the subject matter hereof. It may be modified only in a writing signed by authorized representatives of the parties. Any waiver of any of its provisions shall not be construed to indicate any subsequent waiver or waiver of any other of its terms.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by persons authorized to contractually bind them of the date first written below.

WAL-MART STORES, INC.	UNITED STATES MINT
By: Michael A. Cook Assistant Treasurer	By: Philip N. Diehl Director
Dated: 12/20/99	Dated: 12/12/99