

Salisbury Gladstone, LLC
Feedstock Classifying Addendum

Capitalized terms in this Feedstock Classifying Addendum shall have the meaning given in the Toll Milling Agreement (the "Base Agreement") and Term Sheet that this Addendum is a part of.

Processor agrees to enter upon Customer's mine site or other Feedstock storage location and set up a grizzly bar to classify the Feedstock into sizes that may be processed at the Processing Facility. Customer grants Processor and its employees, other agents, and contractors license to enter upon Customer's mine site or other Feedstock storage location for the purposes set forth herein and agrees to indemnify and hold them harmless from any claims or liabilities incurred for claims of trespass or damage.

Customer agrees to pay Processor the Classifying Fee as follows:

Classifying Fee: \$_____ per ton (See Fee Schedule)

Processor:

Salisbury Gladstone, LLC

By:_____

Name:_____

Title:_____

Date:_____

Customer:

[Print Customer Name]

By:_____

Name:_____

Title:_____

Salisbury Gladstone, LLC
Concentrate Analysis Addendum

Capitalized terms in this Concentrate Analysis Addendum shall have the meaning given in the Toll Milling Agreement (the "Base Agreement") and Term Sheet that this Addendum is a part of.

Processor agrees to conduct an analysis of Customer's Concentrate by means of X-ray florescence (XRF) once during each 100-ton run (i.e., once during each 8-hour run period) to determine the levels of precious metals content. Customer agrees to pay Processor's XRF Sample Analysis Fee and XRF Exploration & Analysis Fee.

Processor will notify Customer of the results of the XRF analysis by telephone, text, email, fax, or other means of instant communication. Processor at its sole election may make Customer an offer to purchase the Concentrate. Processor will communicate any offer it elects to make to Customer by text, email, fax, or other means of instant communication in writing, and Customer will accept or reject such offer within _____ minutes. Any acceptance of Customer must be made by means of instant communication in writing. In the event Customer does not accept Processor's offer within such time, then the offer will be deemed rejected, and the Concentrate will be shipped to the Refinery named in the Term Sheet at the expense of Customer.

In the event Customer accepts Processor's offer to purchase in writing, Customer assigns the Concentrate to Processor and warrants that the Concentrate is the property of Customer, free and clear of all liens, mortgages, deeds of trust, security interests, other encumbrances, and other rights of any other person or entity whatsoever. Customer agrees to execute such assignments and other documents as Processor may reasonably request to evidence the assignment of ownership to the Concentrate. Processor shall pay Customer the agreed-upon price for the Concentrate at the time of the completion of processing of Customer's Feedstock and may deduct or set-off all fees and other amounts owing by Customer to Processor from the purchase price.

Processor:

Salisbury Gladstone, LLC

By: _____

Name: _____

Title: _____

Date: _____

Customer:

[Print Customer Name]

By: _____

Name: _____

Title: _____

Salisbury Gladstone, LLC
Byproduct Analysis Addendum

Capitalized terms in this Byproduct Analysis Addendum shall have the meaning given in the Toll Milling Agreement (the "Base Agreement") and Term Sheet that this Addendum is a part of.

Processor agrees to conduct an analysis of Customer's Byproduct by means of X-ray florescence (XRF) once during each 100-ton run (i.e., once during each 8-hour run period) to determine the remaining levels of precious metals content. Customer agrees to pay Processor's XRF Sample Analysis Fee and XRF Exploration & Analysis Fee.

Processor will notify Customer of the results of the XRF analysis by telephone, text, email, fax, or other means of instant communication. Upon Customer's receipt of the assay results, Customer will request Processor to take one of the following actions:

(a) Re-process the Byproduct through the Processing Facility to separate additional Concentrate from the Byproduct on the terms specified in the Term Sheet. Customer agrees to pay an additional Processing Fee at the rate as the original Processing Fee set forth in the Term Sheet for the reprocessing. Processor may require an additional Deposit to be paid prior to commencement of the reprocessing. Processor does not represent or warrant that additional commercially economic quantities of Concentrate will result from such re-processing.

(b) Transport the Byproduct to the Disposal Site identified in the Term Sheet at the expense of Customer without any re-processing.

Processor:

Salisbury Gladstone, LLC

By: _____

Name: _____

Title: _____

Date: _____

Customer:

[Print Customer Name]

By: _____

Name: _____

Title: _____