

and shall deduct all proper costs, including, but not limited to, attorney's fees from the total purchase price.

5. In the event that the title to any of the Mining Claims herein described is contested by any person, corporation or governmental agency upon grounds arising other than from the failure of OPTIONEE to perform its covenants and agreements herein, OPTIONEE may, at its own election, defend before any court of competent jurisdiction or any administrative body, the title being contested. If OPTIONEE does so elect to defend OPTIONORS' title, all proper costs, including but not limited to attorney's fees, shall be deducted from the total purchase price. If OPTIONEE elects not to defend any contest of title, OPTIONORS may do so at their own expense.

5A. It is agreed that if OPTIONORS' title to any of the unpatented Mining Claims covered by this agreement should be held or found to be invalid or ineffective by an agent of the United States of America on the grounds that the work which OPTIONORS have caused to be performed and recorded in the past was inadequate or improper for the purpose of preserving title to the Mining Claims, OPTIONORS shall not be liable to OPTIONEE for any damages by reason thereof; however, OPTIONORS expressly warrant that the said work which they have caused to be performed and recorded on the said Mining Claims is of the kind now generally accepted as adequate and proper.

6. Beginning with the annual assessment year ending September 1st, 1970 and thereafter during any assessment year in which OPTIONEE shall retain its option hereunder beyond June 1, OPTIONEE shall cause to be performed the annual assessment work required to maintain in good standing all of