

the Mining Claims and shall prepare and record for and on behalf of OPTIONORS an affidavit of labor performed and improvements made; provided, however, that if OPTIONEE shall have terminated this option as herein provided as to any of the Mining Claims on or before June 1 of any year, then all further obligations of OPTIONEE to perform additional assessment work as to any claims which have been excluded from this option by said termination shall thereupon be at an end. The assessment work called for above shall be the type of work selected by OPTIONEE, in its discretion, and OPTIONEE is hereby expressly relieved of any and all liabilities of any nature whatsoever on account of any subsequent holding by an agent of the United States of America or any Court that the work which OPTIONEE has caused to be performed is inadequate or improper for the purpose of preserving title to the Mining Claims; provided, however, that the said work is of the kind now generally accepted as adequate and proper.

7. If it shall appear that in the original location of the Mining Claims covered hereby such locations were made so that the claims do not constitute a body of contiguous and adjoining claims without interior gaps, then OPTIONEE may amend any one or more of the locations of such Mining Claims for that purpose in the name of OPTIONORS and the OPTIONORS agree to promptly execute all documents necessary to enable OPTIONEE to do so. If it shall appear that the original location of any of the Mining Claims was for any reason defective and that such defect may be cured by proper relocation, then OPTIONEE may relocate such claim in the name of the OPTIONORS for the purpose of curing such defect, the