

Nos. 1 through 8 inclusive, Optionee may, if it so elects, require Optionor, at Optionor's expense, to cure the objections of Optionee to the title, which objections Optionee deems in its sole judgement to be defects in the title. If within a reasonable time following notice of such title defects, the Optionor has not removed or cured the defects, or upon the Optionor's notice to Optionee of his inability or unwillingness to do so, then Optionee may either terminate this option agreement or may itself attempt to remove or cure any remaining defects to which it objects. In the latter event, Optionor shall execute any documents and do such other things as are reasonable and necessary to assist Optionee in its efforts to remove and cure such defects and shall deduct all customary costs, including, but not limited to, attorney's fees from the total purchase price.

5. Optionor agrees, that, in the event the title to any of the Mining Claims herein described is contested by any person, corporation or governmental agency, upon grounds other than grounds arising from any overlap of the Mining Claims on Miner's Queen Mining Claims Nos. 1 through 8 inclusive or the failure of Optionee to perform the covenants and agreements herein set forth and by it to be done and performed, Optionee may, at its own election, defend before any court of competent jurisdiction or any administrative body, the title to the claim or claims, the title to which is being contested. In the event that Optionee does so elect to defend Optionor's title, all customary costs, including but not limited to attorney's fees, shall be deducted from the total purchase price.

In the event that Optionee elects not to defend any contest of title, Optionor may do so at his own expense.