

It is agreed that if Optionor's 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 Optionor has caused to be performed and recorded in the past was inadequate or improper for the purpose of preserving title to the Mining Claims Optionor shall not be liable to Optionee for any damages by reason thereof; however, Optionor expressly warrants that the said work which he has 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 1, 1970 and thereafter during any assessment year in which Optionee shall retain its option hereunder beyond June 1 of any year, Optionee shall cause to be performed the annual assessment work required to maintain in good standing all of the Mining Claims and shall prepare and record for and on behalf of Optionor 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 obligation 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. It is mutually understood and agreed between the parties hereto that 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 that the work which Optionee