

said Escrow Agent. OPTIONORS shall at any time after the execution hereof on request of OPTIONEE deposit with the Escrow Agent a good and sufficient executed Quitclaim Deed to transfer on the records of the appropriate registry office the Mining Claims to OPTIONEE, together with instructions for the said Deed to be delivered to OPTIONEE at such time as payment of the total purchase price called for hereinabove shall have been made, and instructions for the said deed to be returned to the OPTIONORS upon termination by OPTIONEE of its option hereunder or upon the running of the term hereof. OPTIONEE shall pay all charges which may be made by the Escrow Agent for said escrow, except charges made by the Escrow Agent for distributing funds to or at the direction of the OPTIONORS.

4. Since it is impossible for OPTIONORS to furnish an Abstract of Title for the Mining Claims, as no title insurance company will prepare one, OPTIONEE will, at its sole expense, prepare, if desirable, the aforementioned Abstract. In preparing this Abstract, OPTIONORS will aid OPTIONEE in every way possible. In the event that OPTIONEE deems the title unacceptable, OPTIONEE may, if it so elects, require OPTIONORS, at OPTIONORS expense, to cure the objections of OPTIONEE to the title, which objections OPTIONEE deems in its sole judgment to be defects in the title. If within a reasonable time following notice of such title defects, the OPTIONORS have not removed or cured the defects, or upon the OPTIONORS notice to OPTIONEE of their 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, OPTIONORS shall execute any documents and do such other things as are reasonable and necessary to assist OPTIONEE in its effort 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. OPTIONORS agree, that, in the event the title to any of the Mining Claims herein described is contested by any person, corporation or governmental agency, upon the grounds other than grounds arising from the failure of OPTIONEE to perform the covenants and agreements herein set forth