

material or minerals from the claims as in its judgment are necessary in order to properly prospect, test, explore and develop the claims. OPTIONORS' representatives shall be entitled, at all reasonable times during the life of this Option, to enter upon the Mining Claims, at their own risk, for the purpose of inspection, provided that in so entering they shall not hinder OPTIONEE's work in any way.

11. OPTIONEE shall not be liable for any loss due to holdings of any court that the effects of the work performed by OPTIONEE as provided in paragraph 6 are inadequate for or do not constitute the required annual assessment work for the purposes of preserving title to the Mining Claims. OPTIONEE undertakes to pay all wages, expenses, and other obligations incurred in connection with the prospecting and exploration and development of the Mining Claims and the performance of the annual work pursuant to this agreement, and that OPTIONEE will not permit such charges to become a lien or encumbrance upon the Mining Claims, or any part thereof. OPTIONEE further agrees to save OPTIONORS harmless from any and all damages, claims, costs and expenses arising from, or growing out of, any and all injuries to persons or property in connection with the work done by OPTIONEE on the Mining Claims during the life of this Option Agreement.

12. In the event, any of the Mining Claims described herein become patented, OPTIONEE shall pay all real property taxes for and on behalf of the OPTIONORS during the life of this Agreement.

13. OPTIONEE shall be excused from the performance of its obligations of every kind under this Option Agreement during such period or periods as performance may be made impossible by any cause outside the control of OPTIONEE (all such causes are hereinafter called "force majeure"). From the beginning of stoppage of performance by OPTIONEE on account of force majeure until it is again possible to resume, performance under this Agreement shall be suspended and the period of this Agreement shall be extended for the time elapsed during which such performance was suspended by reason of force majeure. OPTIONEE shall notify OPTIONORS of the beginning and ending date of each period of force majeure promptly after the end of each such period.