

Any real estate commission or brokerage fees of any kind shall be paid by the Optionors.

9. The Optionee may enter on the said real estate at any time from and after the date of this Option and use their own tools, machines and equipment for the purpose of making surveys, explorations, tests, samplings, examinations, core drillings and the like, and all other investigations desirable or necessary in the opinion of the Optionee, but Optionee hereby indemnifies Optionors from and against all actions, suits, proceedings, claims, damages, demands, costs and expenses which might be incurred, taken or made by, to or against Optionors resulting, or which may arise from or in connection with such surveys, explorations, tests, samplings, examinations, core drillings and the like, and other such investigations undertaken by the Optionee on the said real estate.

10. If, during the term of this Option, upon examination of the title to the property covered by this Option by Optionee's attorneys, any part of said property is found not to be merchantable in the opinion of the Optionee's attorneys, then Optionee shall have the right to notify the Optionors by registered United States mail addressed to the Optionors at the address hereinafter set forth specifying the objections to such title, and unless Optionors shall proceed with all reasonable diligence to cure and shall, indeed, cure such defects to the satisfaction of Optionee's attorneys prior to the date set for delivery of the general warranty deed, then, Optionee shall be entitled to have returned to it the sum or sums previously paid and thereupon this agreement and all further rights and obligations of the parties hereunder shall cease and terminate. If the notice of defect of title referred to in this paragraph is mailed after the exercise of this Option, then the date set for delivery of the general warranty deed as aforesaid shall be extended to a date thirty (30) days after the date of mailing of said notice of defect.