

Alden H. Hicks)
)
 to) AMENDATORY AGREEMENT
)
 Eureka Corporation, Ltd.)

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT, made and entered into this 28th day of May, 1958, by and between ALDEN H. HICKS of Eureka, Eureka County, State of Nevada, party of the first part, and EUREKA CORPORATION, LTD., a corporation, of the Province of Nova Scotia, Dominion of Canada, party of the second part:

W I T N E S S E T H:

WHEREAS, the parties hereto did, on the 30th day of July, 1955, enter into an agreement entitled, "An Agreement of Option to Purchase", whereby the said party of the first part did give and grant unto the said Second party an option to purchase certain unpatented lode mining claims, and

WHEREAS, said Agreement did, in the second paragraph thereof, fix the dates and the amount of the payments to be applied upon the balance of the purchase price, and

WHEREAS, all payments upon the purchase as provided for in the second paragraph of said Agreement of July 30, 1955, have been made, save and except the payment due on July 30, 1958, in the amount of Five Hundred Dollars (\$500.00), and

WHEREAS, the parties have mutually agreed to extend the time of the said payment due and payable on or before July 30, 1958:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. For and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, in hand paid by said party of the second part to said party of the first part, and other good and valuable considerations, the receipt whereof is hereby acknowledged, said party of the first part does hereby waive the payment under said Option Agreement of July 30, 1955, which is due and payable on or before the 30th day of July, 1958, in the sum of Five Hundred Dollars (\$500.00), and does further covenant and agree that the said option shall remain in full force and effect and the escrow agreement continue and that the said party of the second part is hereby granted the right to make said Five Hundred Dollars (~~\$500.00~~) payment on or before July 30, 1959.

2. That no other term or condition in said Agreement of Option to Purchase dated the 30th day of July, 1955, shall be deemed to be changed, modified or altered in any particular as specifically set forth herein.

3. That the escrow agent, The First National Bank of Nevada, Eureka, Branch, Eureka, Nevada, be and it is hereby instructed that the escrow instructions signed and executed by the parties hereto and accepted by the said First National Bank of Nevada, Eureka Branch, be modified in only one particular, viz; that the payment due on or before the 30th day of July, 1958, in the sum of Five Hundred Dollars (\$500.00), will be deemed paid within the terms of this agreement between the parties hereto if made on or before the 39th day of July, 1959.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

A. H. Hicks

EUREKA CORPORATION, LTD. (SEAL)
By A. C. Callow
Secretary

STATE OF NEVADA)
) SS.
COUNTY OF EUREKA)

On this 28th day of May, 1958, personally appeared before me, a Notary Public in and for said County and State, ALDEN H. HICKS, known to me to be the person described in and who executed the foregoing instrument who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

(Notarial Seal)

Willie A. DePaoli
Notary Public

My commission Expires: Oct. 14, 1961

Recorded at the request of Willis A. DePaoli, June 9, A.D. 1958 At 45 minutes past 11 A.M.

Marian Herrera -- Recorder.