

Martin Borgna, Dorothy Borgna,
Emma Borgna, and Angelo G. Borgna,
to
Eureka Corporation, Ltd.

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AMENDATORY AGREEMENT
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THIS AMENDATORY AGREEMENT, made and entered into this 31st day of May, 1958, by and between MARTIN BORGNA, DOROTHY BORGNA, EMMA BORGNA, and ANGELO G. BORGNA, of Eureka, Eureka County, State of Nevada, parties 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, "AM Agreement of Option to Purchase", whereby the said parties of the first part did give and grant unto said second party an option to purchase certain patented and 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 provided for in said Agreement dated the 30th day of July, 1955, to and including the payment due on or before January 30, 1958, have been paid by said second party to said first parties, and

WHEREAS, the said first parties have agreed to amend and modify said Option Agreement of the 30th day of July, 1955, in the following particulars, viz: that the payments due on July 30, 1958; January 30, 1959; July 30, 1959; January 30, 1960; and July 30, 1960, be made on the 30th day of July, 1959; January 30, 1960; January 30, 1961; and July 30, 1961;

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 parties of the first part, and other good and valuable considerations, the receipt whereof is hereby acknowledged, said parties of the first part do hereby waive the payments provided for in said Agreement dated the 30th day of July, 1955, which were to be made on July 30, 1958, and January 30, 1959, and said parties of the first part further agree that said Agreement dated July 30, 1955, be amended in the second paragraph thereof by providing that the concluding five (5) payments of Two Thousand Dollars (\$2,000.00) each may be made by said second party on the following dates, viz: July 30, 1959; January 30, 1960; July 30, 1960; January 30, 1961; and July 30, 1961.

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 except 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 the following particulars only, viz; that the last five (5) payments specified in said escrow instructions, which, according to the present terms are due and payable on the 30th day of July, 1958; the 30th day of January, 1959; the 30th day of July, 1959; the 30th day of January, 1960; and the 30th day of July, 1960, be amended so as to provide that the said last five (5) payments may be made on July 30, 1959; January 30, 1960; July 30, 1960; January 30, 1961; and July 30, 1961; that no other term, condition or provision set forth in said escrow instructions shall be deemed modified, changed, amended or waived except as provided for in this paragraph.

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

M.
Martin Borgna
Dorothy Borgna
Emma Borgna
Angelo G. Borgna
EUREKA CORPORATION, LTD. (SEAL)
By A. C. Callow

STATE OF NEVADA)
) SS.
COUNTY OF EUREKA)

On this 31st day of May, 1958, personally appeared before me, a Notary Public in and for said County and State, MARTIN BORGNA, DOROTHY BORGNA, EMMA BORGNA, and ANGELO G. BORGNA, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and 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) Willis A. DePaoli

My commission Expires : October 14, 1961

Notary Public

Recorded at the request of Willis DePaoli, June 9, A.D. 1958 At 50 minutes past 11 A.M.

Marian Herrera - Recorder.