

62

expenditures made by Assignee on or after the date of this Assignment and prior to the time of determination in connection with (x) the examination, investigation and exploration of the Premises, including but not limited to drilling, shafting, tunneling, trenching, sampling, milling and assaying, and (y) the construction, acquisition and leasing of buildings, facilities, machinery and equipment for the mining, processing, crushing, treating, storage, receiving or other preparation for marketing of any ore, concentrates, minerals or metals extracted from the Premises.

(b) Each payment of a royalty share by Assignee to Assignor shall be accompanied by appropriate documentation setting forth the computation of such payment.

(c) Assignor shall have the right, at all reasonable times, to inspect the books and records of Assignee for the purpose of ascertaining and verifying the above documents and the amounts of royalty shares payable thereunder.

5. Assignee may sublet or assign, in whole or in part, its right and interests under the Lease, subject to its obligations under this Assignment, and, to the extent so assigned to a responsible corporation or firm, upon notice to Assignor, a novation shall occur and the Assignor shall be substituted in the place and stead of Assignee from and after the date of such Assignment, and thereafter Assignee shall have no further liabilities under this Assignment or the Lease. This Assignment shall be binding upon and inure to the benefit of