

reasonably determines that any of the Mining Claims are invalid for any reason, it shall have no obligations to undertake such assessment work and filings with regard to such claims.

* * *

7. Sellers' Representations and Warranties.

Sellers represent and warrant that: (i) to the best of their information and belief, they are the owners of the full possessory title to each of the Mining Claims, free and clear of all liens and encumbrances; (ii) said possessory title is subject only to such obligations and infirmities as may exist under the laws, rules and regulations of the United States and the State of Washington; (iii) to the best of their information and belief, each of the Mining Claims was validly located and has been duly maintained in accordance with law; and (iv) Sellers have no knowledge of any conflicting claims.

Sellers further covenant and warrant that: (i) they have not conveyed or otherwise encumbered the Mining Properties, or any portion thereof; (ii) that Sellers have the right to convey the Mining Properties to Denison; and (iii) the royalties provided for herein, are the only royalties and payments to which the Mining Properties are subject. Sellers warrant and will forever defend the title of Denison, its successors and assigns, against all claims and demands of any entity, person or persons claiming an interest in the claims, by, through, or under Sellers.

Sellers agree that this Agreement shall cover and extend to any further or additional right, title, interest or estate heretofore or hereafter acquired by Sellers in or to the Mining Properties or any part thereof; that prior to the termination of this Agreement or to the payment of the Purchase Price in full, this Agreement shall cover and extend to any such further or additional right, title, interest or estate acquired by Sellers in or to any lands located within five (5)