

forever. Sellers warrant and will forever defend the title to Denison, its successors and assigns, against all claims and demands of any entity, person or persons claiming an interest in the Mining Properties by, through, or under Sellers.

Prior to termination of the Purchase Agreement or to payment of the purchase price pursuant to the Purchase Agreement, and in the event that Denison conducts mining operations on the Mining Properties, Sellers reserve, as a production royalty, five percent (5%) of the Net Smelter Returns, as defined in the Purchase Agreement, from the sale of any ore, minerals or mineral substances from the Mining Claims. Any such royalty payments shall be applied against and reduce the purchase price of the Mining Properties as provided in the Purchase Agreement. Denison's obligation to pay to Sellers such production royalty shall terminate upon the termination of the Purchase Agreement or upon payment in full of the purchase price as provided in the Purchase Agreement.

AND THE SELLERS, jointly and severally, covenant and agree to and with Denison, its successors and assigns, and represent and warrant to Denison, its successors and assigns, as follows:

1. That to the best of Sellers' information and belief, each of the Mining Claims was validly located and has been duly maintained in accordance with law.

2. That Sellers' have no knowledge of any conflicting claims.

3. That to the best of Sellers' 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 and that the 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.