



State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

Department of
Environmental Quality

Amanda Smith
Executive Director

DIVISION OF RADIATION CONTROL
Rusty Lundberg
Director

DRC-2011-007288

September 1, 2011

VIA HAND DELIVERY

Mr. David C Frydenlund
Vice President, Regulatory Affairs, Counsel and Corp Secretary
Denison Mines (USA) Corp.
1050 17th Street, Suite 950
Denver, Colorado, 80265

Subject: Signed and Executed Tolling Agreement Rev. 3, Relevant to Terms of Stipulated Consent Agreement **Docket No. UGW09-03**

Dear Mr. Frydenlund:

A copy of the final and duly executed August 31, 2011 Revised Tolling Agreement (Rev. 3) between Denison Mines (USA) Corp. and the Utah Water Quality Board is enclosed.

If you have any questions or concerns regarding this transmittal please contact me at (801) 536-4250.

Sincerely,

UTAH WATER QUALITY BOARD

Rusty Lundberg
Co-Executive Secretary

RL:TR:tr

Enclosure: August 31, 2011 Tolling Agreement Rev. 3

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88-5011-007-88

TOLLING AGREEMENT

This Tolling Agreement (Agreement) is made by and between Denison Mines (USA) Corp. (DUSA) and the Co-Executive Secretary of the Utah Water Quality Board (Co-Executive Secretary).

WITNESSETH

WHEREAS, DUSA and the Co-Executive Secretary entered into a Stipulated Consent Agreement Docket No. UGW09-03 dated January 27, 2009 (Consent Agreement) related to nitrate contamination at DUSA's White Mesa Uranium Mill Site, Blanding Utah (Mill);

WHEREAS, pursuant to Item 6.A of the Consent Agreement, DUSA submitted a *Nitrate Contamination Investigation Report, White Mesa Uranium Mill Site, Blanding Utah*, dated December 30, 2009 (CIR) to the Utah Division of Radiation Control (DRC);

WHEREAS, Item 7.C of the Consent Agreement provides as follows:

If the Executive Secretary determines that the CIR has omitted any information, content requirements, or failed to meet the performance standards or objectives mandated by Item 6.A, the Executive Secretary will so advise DUSA by written notice and DUSA will remedy such omission or failure within 30 calendar days of receipt of such notice. If DUSA fails to remedy such omission or failure within such 30 day period, DUSA will pay stipulated penalties in the amount of \$2,000 per calendar day for every day after such period that the CIR remains incomplete, as determined by the Executive Secretary;

WHEREAS, by letter dated October 5, 2010 and hand delivered to DUSA on the same date, the Co-Executive Secretary notified DUSA of his determination that the CIR is incomplete (October 5, 2010 DRC Notice). As a result of this determination under Item 7.C of the Consent Agreement, DUSA is to remedy such omissions in the CIR on or before November 4, 2010;

WHEREAS, Item 11 of the Consent Agreement provides as follows:

The deadline stipulated in items 7.A – 7.D may be amended by prior written mutual agreement of the parties. The party requesting the amendment must write to the other party 14 days before the stipulated deadline and request an amendment of the deadline. The other party will either agree to or deny the amendment in writing within 10 days;

WHEREAS, the October 5, 2010 DRC Notice also directed DUSA to take one of the following actions, in accordance with the Consent Agreement:

1. perform a number of additional studies suggested by DRC under a revised CIR that could be submitted to the Co-Executive Secretary for review and approval;
2. opt to request to amend the 30-day deadline for DUSA to submit a revised CIR, pursuant to Item 11 of the Consent Agreement; or
3. opt to request amendment of the Consent Agreement (under Item 11) to provide a schedule for submittal of performance standards and a Corrective Action Plan for the nitrate contamination for Co-Executive Secretary approval under Item 8 of the Consent Agreement;

WHEREAS, by an email transmitted to the Co-Executive Secretary on October 20, 2010, and pursuant to Item 11 of the Consent Agreement, DUSA requested an amendment to the deadline stipulated in item 7.C of the Consent Agreement, which required that Denison must remedy any omissions in, content requirements of, or failure to meet any performance standards or objectives relating to the CIR mandated by Item 6.A of the Consent Agreement, within 30 calendar days of receipt of the October 5, 2010 DRC Notice (*i.e.*, November 4, 2010). Instead, DUSA requested item 7.C be amended as follows:

- a. DUSA representatives will meet with the Co-Executive Secretary and his legal counsel within two weeks from the date of the email to discuss the legal responsibilities of DUSA with respect to the nitrate contamination;
- b. Once the legal responsibilities of DUSA with respect to the nitrate contamination have been determined, DUSA will, within 30 days after such a determination is made, submit to the Co-Executive Secretary for approval a plan and schedule to perform any further investigations that may be required in order to remedy any such omissions, content requirements or failures of performance standards, and to submit a revised CIR; and
- c. DUSA will perform such investigations and submit a revised CIR in accordance with the agreed upon plan and schedule;

WHEREAS, on October 26, 2010, DUSA met with the Co-Executive Secretary, DRC staff and legal counsel (October 26, 2010 Meeting) to discuss DUSA's legal obligations with respect to the nitrate contamination. At the meeting, DUSA reported that it was premature to submit a schedule for submittal of performance standards and a Corrective Action Plan for the nitrate contamination. In turn, DUSA presented a new theory for a possible source of the nitrate and chloride contamination beneath the Mill, based on DUSA's review of the scientific literature (New Theory). Based on this New Theory, DUSA suggested that the nitrate contamination source is or could be caused by naturally occurring nitrate and chloride salt deposits located in the vadose zone near or beneath the Mill site area, which have been mobilized by natural and/or artificial recharge. The parties agreed that this New Theory warrants additional investigation, along with certain of the other additional studies suggested in the October 5, 2010 DRC Notice;

WHEREAS, as agreed at the October 26, 2010 meeting, DUSA submitted via email on

November 15, 2010, a letter setting out the additional studies to be considered that have been identified to date, including the additional studies suggested in the October 5, 2010 DRC Notice, proposed additional studies relating to the New Theory, and any other additional studies that DUSA believes may be relevant. In the November 15, 2010 letter, DUSA proposed that a meeting be held on November 30, 2010 between DRC Staff and DUSA technical and regulatory staff to discuss the foregoing studies and any associated matters, to agree on the studies to be performed and the manner of performing those studies, and to develop a plan and schedule for performing such studies and for submittal of a revised CIR;

WHEREAS, the meeting contemplated in DUSA's November 15, 2010 letter was held on November 30, 2010, among DRC Staff and DUSA technical and regulatory staff. At that meeting, DUSA presented a number of additional studies (herein "Additional Studies") to be performed by DUSA in order to complete the CIR. The Additional Studies were in addition to the New Theory. The Co-Executive Secretary and DUSA further agreed that DUSA would prepare a detailed plan and schedule (the "Plan and Schedule") for performing such studies and for submittal of a revised CIR that meets the requirements of all applicable regulations on or before February 15, 2011. The February 15, 2011 date for submittal of the Plan and Schedule is somewhat later than the original 30 days proposed by DUSA in its October 20, 2010 email to the Co-Executive Secretary, due to the complexity of certain of the Additional Studies to be performed. During the November 30, 2010 meeting it was agreed that both the Plan and Schedule and the revised CIR will be subject to Co-Executive Secretary approval;

WHEREAS, via email correspondence between October 29 and December 13, 2010 the parties exchanged various drafts of the Tolling Agreement;

WHEREAS, the original Tolling Agreement was signed by both parties on December 15, 2010. The Tolling Agreement documented DUSA's commitment that the detailed plan and schedule would be submitted for Co-Executive Secretary review and approval on or before February 15, 2011;

WHEREAS, pursuant to the December 15, 2010 Tolling Agreement, DUSA submitted a *Work Plan and Schedule for Supplemental Contaminant Investigation Report for White Mesa Mill Nitrate Investigation* (hereafter Work Plan) to the DRC on February 14, 2011. In a meeting the same day, DUSA presented a summary of the proposed Work Plan. The DRC noticed that some figures shown in the presentation were not included in the February 14, 2011 Work Plan and requested that they be added. DUSA committed that the Revised Work Plan would be submitted for Co-Executive Secretary review and approval on or before February 18, 2011.

WHEREAS, pursuant to the DUSA commitment that a Revised Work Plan would be submitted on or before February 18, 2011, DUSA submitted the Revised Work Plan on February 18, 2011. During the February 14, 2011 meeting both parties agreed that the DRC comments would be provided to DUSA on March 21, 2011 instead of the previously agreed deadline of March 15, 2010;

WHEREAS, the DRC provided DUSA with its comments regarding the February 18, 2011 Work Plan in a March 21, 2011 URS Memorandum by e-mail on March 21, 2011.

WHEREAS, a meeting was held with both parties in Salt Lake City, Utah on April 13, 2011 to discuss the DRC comments for the February 18, 2011 Work Plan. A subsequent meeting was held in Salt Lake City, Utah on April 20, 2011 (hereafter April 20 Meeting). During the April 20 Meeting, it was agreed by both parties that the Nitrate Investigation field work would be conducted in five (5) Phases. During the meeting, the DRC and DUSA discussed in detail what Phase 1 would include and came to a consensus. Phase 1 will include three (3) sub-phases, as follows:

Phase 1A - Geoprobe investigation of a possible natural nitrate salt reservoir in vadose zone soils.

Phase 1B - Geoprobe investigation of potential nitrate source locations in the Mill site area.

Phase 1C - Geoprobe investigation of other potential nitrate sources.

During the April 20 Meeting, the Co-Executive Secretary and DUSA agreed that DUSA would prepare and submit a Revised Work Plan for Phase 1A through C on or before May 6, 2011, and would include, but is not limited to the study information items and objectives found in Attachment 1, below. The DRC committed to give DUSA its comments for the Phase 1 Work Plan on or before May 12, 2011.

During the April 20 Meeting, it was agreed that as many as four other phases of study / activity may be required as part of the nitrate investigation. These were briefly discussed in concept; and it was agreed that the possible remaining phases and activities could include the following:

Phase 2 - Groundwater quality sampling and analysis of existing wells for non-isotopic analytes, including, but not limited to submittal of a revised Quality Assurance Plan (hereafter QAP) for all non-isotopic constituents not currently found in the March 22, 2010 DUSA QAP (Rev. 6).

Phase 3 - Deep bedrock core sampling and analysis at possible natural nitrate reservoir and potential nitrate source locations, with similar objectives as Phase 1A, B and C, above.

Phase 4 - Stable isotopic sampling and analysis of groundwater in existing wells, with details to be defined later, and approved by both parties.

Phase 5 - Isotopic soil sampling and analysis (if needed).

During the April 20 Meeting, the Co-Executive Secretary and DUSA agreed that DUSA would prepare and submit a Revised Phase 2 through 5 Work Plan and Completion Schedule for the Co-Executive Secretary's review and approval on or before June 3, 2011. DUSA also committed to provide, as part of the Revised Phase 2 through 5 Work Plan, an initial Conceptual Site Model (hereafter CSM) to guide the Nitrate Investigation. Both parties agreed that the initial CSM could be subject to revision as Phases 2 through 5 of the investigation proceeded forward. During the April 20 Meeting it was also agreed by both parties that the Automatic Termination

Date for the Tolling Agreement would then be extended to June 30, 2011.

WHEREAS, DUSA submitted the Revised Work Plan for Phase 1A through C on May 6, 2011, and DRC provided its comments to DUSA on May 11, 2011. The revised Plan was finalized and accepted by both parties on May 13, 2011, and field work for Phase 1 was performed in May and June 2011.

WHEREAS, DUSA submitted the Phase 2 through 5 Work Plan and Completion Schedule on June 3, 2011 (hereafter: Phase 2 through 5 Work Plan, Rev. 0), and DRC provided its comments to DUSA on June 23, 2011.

Per DRC discussion and documents including; 1) DRC comments discussed during a DUSA/DRC conference call on June 8, 2011; 2. Subsequent e-mail from DRC to Denison on June 8, 2011, and; 3. DRC written comments to DUSA on June 23, 2011 in the form of a URS Memorandum; the Phase 2 through 5 Work Plan Rev. 0 did not contain a detailed description of the activities, equipment, procedures, performance objectives, and decision criteria pertinent to Phases 2, 3, 4 and 5.

WHEREAS, in a June 8, 2011 conference call the Co-executive Secretary advised DUSA that in order to revise the Consent Agreement to incorporate the deliverables and timelines set out in an approvable Phase 2 through 5 Work Plan, it would be necessary to provide a level of detail in revisions of that Work Plan for Phases 2, 3, 4 and 5 comparable to the level of detail for Phase 1 contained in Attachment 1 of Revisions 2 and 3 of the Tolling Agreement. In order to facilitate the revision of the Phase 2 through 5 Work Plan and provide the level of detail required to construct a replacement Stipulated Consent Agreement, the Tolling period was extended from the previous June 30, 2011 to an August 31, 2011 expiration date (Tolling Agreement Rev. 2). Specifically, this extension was granted to provide time for:

- a. DUSA to submit a Phase 2 QAP; schedule and a detailed Work Plan, including, but not limited to study objectives and determination of deliverables (hereafter Phase 2 Detailed Work Plan and Schedule);
- b. The Co-Executive Secretary to review and approve the Phase 2 Detailed Work Plan and Schedule;
- c. The Co-Executive Secretary to provide written comments / feedback to DUSA on the Phase 2 through 5 Work Plan, Rev. 0;
- d. The Co-Executive Secretary and DUSA to schedule one or more meetings to discuss in detail and come to a consensus on the work product details, study objectives, schedules, and deliverables of Phases 4 and 5;
- e. DUSA to revise the Phase 2 through 5 Work Plan, Rev. 0 to incorporate and fully resolve the Co-Executive Secretary's comments on: 1) The Phase 2 Detailed Work Plan and Schedule, 2) The Phase 2 through 5 Work Plan Rev. 0, and 3) The Work Plan details, study objectives, schedules and deliverables relating to Phases 4 and 5;

- f. the Co-Executive Secretary to review and approve the Phase 2 through 5 Work Plan Rev. 1.0, with any modifications deemed necessary by the Co-Executive Secretary; and
- g. the Co-Executive Secretary and DUSA to agree on a revised or replacement Consent Agreement that incorporates the deliverables and timelines set out in the final approved Phase 2 through 5 Work Plan.

DUSA provided the Phase 2 QAP and Work Plan, per item a. above, to the Co-Executive Secretary on July 7, 2011. DRC provided its comments regarding the July 7, 2011 Work Plan to DUSA via a URS Memorandum on July 18, 2011. DUSA provided a revised Phase 2 QAP and Work Plan (Revision 1) to the Co-Executive Secretary on July 12, 2011 and the Co-Executive Secretary provided conditional approval for the Phase 2 QAP and Work Plan via letter dated July 18, 2011.

DUSA provided preliminary laboratory results for the Phase 1A through 1C study to the Co-Executive Secretary on August 1, 2011 via e-mail.

DUSA submitted the Phase 2 through 5 Work Plan Rev. 1.0 to the Co-Executive Secretary on August 4, 2011. The Plan was required to fully address and resolve the DRC June 23, 2011 Comments regarding the Phase 2 through 5 Work Plan Rev. 0, and specifically include the following level of detail per the Tolling Agreement Rev. 2:

- a) A detailed description of the activities, equipment, procedures, performance objectives, decision criteria, and deliverables involved in each Phase, including, but not limited to a description and incorporation by reference of the Phase 2 Detailed Work Plan and Schedule and a description of the agreed details and schedules relating to Phases 4 and 5. DUSA will ensure that the scope and content of the Phase 2 through 5 Work Plan, Rev. 1.0 contains similar level of detail as Attachment 1 hereto relating to Phase 1 as agreed to by the Co-Executive Secretary. Such description may contemplate that further details will be developed in additional Quality Assurance Plans to be submitted at later dates, as agreed to by the Co-Executive Secretary;
- b) An initial CSM of the facility (Revision 0) that will be used as a guide to plan / conduct the Nitrate Investigation;
- c) A logic diagram for each Phase to identify all studies and decision processes that may be required to meet all applicable regulatory requirements including the performance objectives of the Consent Agreement, Item 6(A)(vi);
- d) Deadlines for commencement and completion of all field and laboratory work for each Phase, and final CIR report preparation; and,
- e) Deadline for submittal of a final revised CIR for Co-Executive Secretary review and approval.

DRC provided comments to DUSA regarding the August 4, 2011 Phase 2-5 Work Plan Rev. 1.0, (including the comments related to the Preliminary Phase 1A through 1C laboratory results) on

August 11, 2011 via a URS Memorandum which noted specific deficiencies in the level of detail to meet the above objectives.

Whereas DUSA submitted the Phase 2-5 Work Plan Rev. 2.0 to the Executive Secretary on August 18, 2011.

Whereas the Co-Executive Secretary sent DUSA an e-mail on August 25, 2011 which included an attached draft cover letter explaining the determination that DUSA had not resolved all DRC Comments regarding the Phase 2-5 Work Plans, Revisions 0 and 1.0 in the Rev. 2.0 submission. The August 25, 2011 draft DRC cover letter also notified DUSA that per review of the "Preliminary Results" of Phases 1A, 1B, and 1C, submitted to the Executive Secretary, via e-mail on August 1, 2011, it appeared that it would be extremely difficult for DUSA to demonstrate that the White Mesa Mill Site had not caused at least part of the contamination found in the nitrate and chloride plume beneath the Mill.

In the August 25, 2011 e-mail the Co-Executive Secretary also included an attached "Draft" Stipulated Consent Agreement, Docket No. UGW09-03-A (hereafter New Draft SCA). This New Draft SCA included terms and conditions for DUSA to develop and implement a groundwater "corrective action plan," (GCAP) of the nitrate plume, including additional characterization and remediation. This option was provided to DUSA in order to resolve the unresolved issues regarding the CIR, discussed above in a proactive fashion, without implementation of daily monetary penalties under the 2009 SCA.

Whereas a meeting between DUSA and DRC representatives was held in the DRC offices on August 29, 2011 to discuss the Co-Executive Secretary findings related to the Phase 2-5 Work Plan Rev. 2.0, and the approach forward. Parties agreed to the following:

1. There are site conditions that make it difficult to determine the source(s) of the contamination at the site in a time frame that is acceptable to the Co-Executive Secretary;
2. As a result, resources will be better spent in developing a GCAP in accordance with R317-6-6.15(C)(2), rather than continuing with further investigations as to the source(s) of the contamination;
3. DRC and DUSA agree that activities related to the White Mesa Nitrate CIR will cease and that conclusions regarding the nitrate and chloride ground water contamination source(s) remain unresolved and undetermined.
4. The Co-Executive Secretary has therefore determined that a GCAP is required at the DUSA White Mesa facility, pursuant to UAC R317-6-6.15(C)(1);
5. DUSA agrees to develop, secure Co-Executive Secretary approval, and implement a GCAP for the Nitrate and Chloride plume located in the vicinity of the White Mesa Mill Site;
6. DUSA and DRC will finalize and execute a new Stipulated Consent Agreement (new SCA) for the GCAP on or before September 30, 2011;
7. The objective of the GCAP shall be to comply with all requirements found

in UAC R317-6-6.15, and will include at least 2 Phases of activity, as below:

- i. Phase I - to include near term active remediation of the nitrate contamination, such as using Pump and Treat technology involving pumping contaminated water into the Mill's tailings cells for disposal on such terms and conditions as the Co-Executive Secretary may require, or such other method as may be approved by the Co-Executive Secretary.
- ii. Phase II - to include a comprehensive long term solution for the nitrate groundwater contamination at the White Mesa Mill Site, which may include, but is not limited to: evaluation of additional remediation and monitoring technologies / techniques, determination of ultimate points of exposure to the public and/or wildlife, appropriate risk analysis, a cost / benefit analysis, and the possible development and petition to the Water Quality Board of alternate corrective action concentration limits pursuant to R317-6-6.15(G).

WHEREAS, in lieu of proceeding further under Item 11 of the Consent Agreement (Docket No. UGW09-03), and amending any deadlines pursuant to Item 7.C, or pursuing dispute resolution under Item 13 of that agreement, the parties desire to give themselves time for development and execution of a new SCA between the Co-Executive Secretary and DUSA to require details and deliverables for a Corrective Action Plan to address ground water nitrate and chloride contamination in the vicinity of the White Mesa Mill, as described above.

WHEREAS, the parties acknowledge that the covenants and forbearance under this Agreement constitute adequate and sufficient consideration.

NOW, THEREFORE, in consideration of the promises contained herein, the parties to this Agreement do hereby stipulate, covenant, and agree as follows:

1. Calculation of any time period or monetary penalty by the Co-Executive Secretary under Item 7.C of the Consent Agreement shall:
 - a. Not include the period from January 4, 2010 (submittal of the CIR to DRC) through October 5, 2010 (delivery of the DRC Notice to DUSA);
 - b. Not include the period from October 5 to October 20, 2010 (whereby DUSA requested amendment of the Consent Agreement pursuant to Item 11);
 - c. Not include the period from October 20, 2010, through the effective date of this Tolling Agreement, Rev. 3; and
 - d. Include the earlier of either: (i) the Effective Date of Termination of this Agreement as defined in paragraph 9, or (ii) the Automatic Termination Date as defined in

paragraph 9, below.

Commencing January 4, 2010 and ending on the date specified in subparagraph 1.d, above, inclusive, is herein referred to as the "Tolling Period".

Stipulated Penalties have not begun to accrue under Item 7.C of the Consent Agreement, and shall not accrue during the Tolling Period.

8. The Co-Executive Secretary and DUSA shall cooperate to negotiate, finalize and execute the replacement Consent Agreement specifying the deliverables, implementation, and scheduling of a Corrective Action Plan for ground water nitrate and chloride remediation in the vicinity of the White Mesa Mill. The replacement Consent Agreement will be completed and executed no later than September 30, 2011. The replacement Consent Agreement will contain a provision to the effect that DUSA will pay to DRC reasonable fees for consulting services to be rendered by the URS Corporation in support of its review of documents associated with the Corrective Action Plan approval. Such fee reimbursement will be based on estimates of such services provided to DUSA by DRC and URC and approved by DUSA prior to the initiation of such services.

9. This Agreement shall terminate on the earlier of: (a) September 30, 2011 ("Automatic Termination Date") unless extended by prior written agreement executed by the parties; and (b) the date of execution and delivery of the revised or replacement Consent Agreement contemplated by paragraph 8 above. Prior to the Automatic Termination Date, any party may terminate this Agreement for any reason and without cause by sending a written termination notice to the other party ("Termination Notice"). Such Termination Notice shall be sent to the other party by certified mail or registered mail, return receipt requested, using the addresses indicated below. Termination shall not be effective until five (5) days after the date the Termination Notice is received by the other party (the "Effective Date of Termination"), as indicated by the return receipts. The Tolling Period shall extend only to the earlier date of: (a) the Effective Date of Termination, or (b) the Automatic Termination Date.

10. If the parties are unable to enter into a new SCA by September 30, 2011, this Tolling Agreement will not be extended beyond that date and the tolling period for the penalties will end.

11. The undersigned representatives of the parties certify that they are authorized to enter into the terms and conditions of this Agreement, and to execute for and bind the party whom he represents.

The addresses and persons to whom notice is to be given are as follows:

If to DUSA:

David C. Frydenlund
Vice President and Counsel
Denison Mines (USA) Corp.
1050 17th Street, Suite 950
Denver, CO 80265

If to the Co-Executive Secretary:

Rusty Lundberg
Co-Executive Secretary
Utah Water Quality Board
195 North 1950 West
Salt Lake City, Utah 84116

With a copy to:

Assistant Attorney General Denise Chancellor,
Office of Attorney General
160 East 300 South, 5th Floor
P.O. Box 140873
Salt Lake City, Utah 84114-0873

11. Subject to all other terms of this Agreement, the parties reserve all existing rights, privileges, defenses and contentions which exist as against each other, and enter into this Agreement without prejudice to or waiver of those rights, privileges, defenses, or contentions.

12. This Agreement may not be modified except in writing and signed by the parties to this Agreement.

13. This Agreement shall continue in full force and effect until the earlier of the Effective Date of Termination or the Automatic Termination Date, as defined in paragraph 9 of this Agreement.

14. The parties acknowledge that they have had the opportunity to consult with counsel, and have consulted with counsel, prior to executing this Agreement.

15. This Agreement was initially finalized and executed on December 15, 2010 (Tolling Agreement Rev. 0), which is the Effective Date of this Agreement.

16. This Agreement was revised and executed on April 28, 2011 (Tolling Agreement Rev. 1)

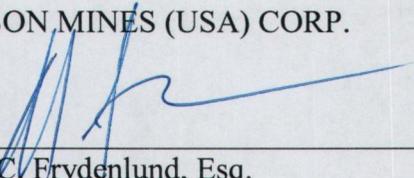
17. This Agreement was again revised and executed on June 30, 2011 (Tolling Agreement Rev. 2).

18. This Agreement is hereby revised and executed per the signature dates below (Tolling Agreement Rev. 3).

Rusty Lundberg
Rusty Lundberg
Co-Executive Secretary
UTAH WATER QUALITY BOARD

Date: 8/31/2011

DENISON MINES (USA) CORP.

By: 
David C. Frydenlund, Esq.
Vice President and Counsel

Date: August 31, 2011