6 Elmwood Court, Hilton Head Island, South Carolina 29926.

Phone 803 681 9703 Fax 803 681 3022

DATE:

April 24, 1991 Dennis LaPrairie

TO: FROM:

Colin Marshall

CC:

RE:

Paiute Property

Thanks for the imformation concerning the Paiute property - I will pass it on to Denison.

Regards, CMM. 6 Elmwood Court, Hilton Head Island, South Carolina 29926.

Phone 803 681 9703 Fax 803 681 3022

DATE: April 11, 1991 TO: Dennis LaPrairie FROM: Colin Marshall

CC:

RE: Paiute Property

Denison Mines requests a reply to the the following questions and I would appreciate you advice which I will pass onto Denison.

- 1. Are the claims in good standing I presume so.
- 2.Is the core still intact and where is it stored.
- 3. What work was done last year, and Denison asks for a copy of any reports.

Regards,

CMM.

D.C. Campbell U.P. Special Projects Denison Mines Lta Royal Bank Haza Suite 3900, 5 tower P.O. ROX 40 torondo out M542K2 Tel 46-865-1991

Dennis S. LaPrairie (702) 826-9784 FAX (702) 324-1906 TEL



DATE: 04/17/91

TO: Colin Marshall FAX *: (803) 681-3022

Colin: Following are; the 1990 Assessment Filing for the Paiute

Claims, the description of the photo interpretation and the mapping which was completed. The core is in the storage shed here in Reno along with all of the sample pulps. This shed also holds all drill cuttings from the Rocky Hill, Spring City and Monte Christo drilling. We are also holding the soil samples from Spring City which have yet to be assayed as assessment work for last year on that project.

Any problems, contact me at (702) 826-2838

Dennis

Affidavit or Statement of Annual Assessment Work (PROOF OF LABOR)

ON UNPATENTED MINING CLAIM

The undersigned hereby certifies (certify) that he (she, dollars for labor and improvemen	they) has (have) expended more than ts, as the annual assessment work for
the year ending September 1, 1990, on the (list claim names PAINTE #13 -#9/	here)
BLM Serial No.: NMC ZZ13Z3 MA	NMC 22161AL
Washo Co. Doc. 767230 The 767308	
Book 1689 Page 368-446 Claim M.	ap Doc No. 767217
lode (placer) mining claim(s) in Section 15,7,8,9 Tarriew Mining District, in owned by Bristlecone Mining Co, 2525 for the purpose of holding said claim(s).	ip ZZM, Range Z3E, in the Washoe County, Nevada, Sharon Way Reno KV, 89509
The claim map showing said claim(s) is filed as Docume County recor	nt No. 767217 in the ds.
Said labor was performed or improvements made by (nar La Prairie & Bradford Burge	ne and address) <u>Dennis</u>
between the dates of Sept 1511989 and Sep	
Air photo interpretation of claim block and road work	
Painte #65, #67 and #69 c	
County of Wishoe;	claim affected) Moey 90. Name of subscriber) S LA PRAIRIE
Subscribed and sworn to before me this (AL) day of Apt, 1990	KARRON L. BRANDON Notary Public - State of Nevada Appointment Recorded In Washoe County MY APPOINTMENT EXPIRES OCT. 28, 1990
Notary Public (or other person authorized to	RECORDER'S STAMP

administer oaths)

Note 1: This Affidavit or Statement of Annual Assessment work must be filed with the county recorder in which the claim is located on or before November 1 of the year for which the labor is performed."

1426446

OFFICIAL RECORDS WASHOE CO. NEVADA RECORD REQUESTED BY ristlecone mining '90 SEP 12 P1:47

CARLISLE FORM NO. 60 N

PHOTOGEOLOGIC INTERPRETATION AND EXPLORATION RECOMMENDATION OF AND FOR THE PIAUTE PROPERTY - WASHOE COUNTY, NEVADA

EXPLANATION OF PHOTOGEOLOGY MAP SYMBOLS

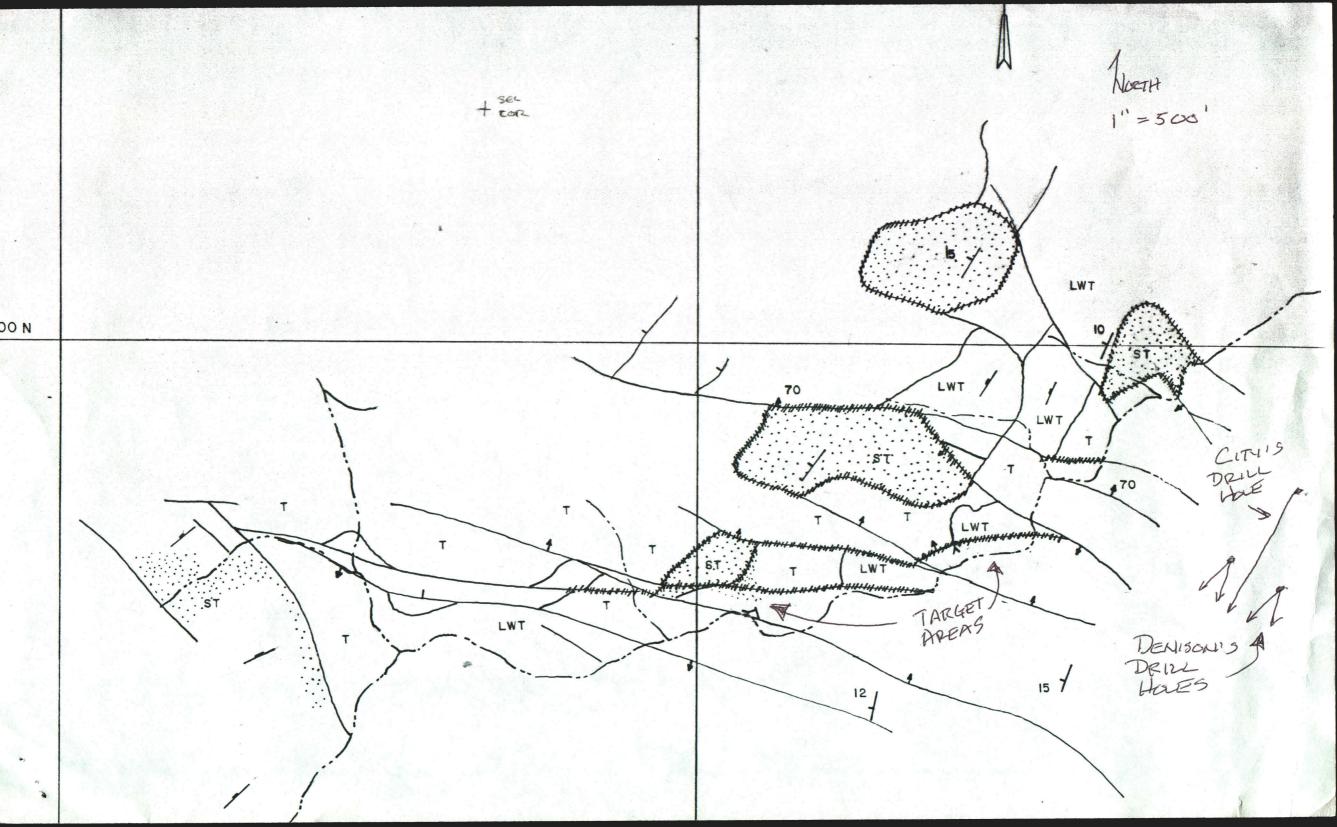
- (T) Buff to light gray intermediate to rhyolitic tuffs of the Hartford Hill formation.
- (LWT) Medium gray intermediate lithic (welded?) tuffs of the Hartford Hill formation.
- (ST) Light gray to reddish brown silicified tuffs and argillized tuffs of the Hartford Hill formation.

LOCAL GEOLOGY

The geology within the area consist of a thick sequence of Hartford Hill intermediate to rhyolitic tuff units. The tuff units generally strike north-northeast and dip 10 to 20 to the west. The units are locally silicified and argillized (hatched areas) in association with faults striking west-northwest dipping generally 60 to 70 to the north.

RECOMMENDATIONS

Mineralization within the area occurs along or association with the west-northwest trending faults. Exploration programs should be concentrated near the fault systems by sampling the fault zones or drilling under and normal to the faulting. Drilling under and through the fault zones (hatched area) would also explore the possibility that the silicified and argillized zones are hydrothermal caps overlaying mineralized zones.



PAIUTE PROJECT OPTION AGREEMENT

by and between

Denison Mines (U.S.) Incorporated,

a Canadian corporation

Delaware

and

Bristlecone Mining Co., a Nevada corporation

BETWEEN:

DENISON MINES (U.S.) INCORPORATED, a company duly incorporated under the laws of Ganada, Delaware, (hereinafter called "Denison")

OF THE FIRST PART

AND:

BRISTLECONE MINING CO., a company duly incorporated under the laws of Nevada, (hereinafter called "Bristlecone")

OF THE SECOND PART

WHEREAS Denison represents and warrants:

has certain right, title and interest in and to that it is the owner of seventy-nine (79) mineral claims situated in sections 7,8,9,16,17 and 18, T22N, R23E; Washoe County, Nevada, (hereinafter called the "Property"), particulars of which are set forth in Schedule "A" hereto;

- (b) that the property is in good standing at the date hereof;
- that the claims comprising the property have been validly and properly located and recorded in accordance with the laws of Nevada;
- and that it has full and undisputed right to deal with the property. transfer such right, title and interest.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) of lawful money of the United States of America now paid by Bristlecone to Denison (the receipt whereof is hereby acknowledged) and the premises and covenants and Agreements of the parties hereto set forth, the parties do covenant and agree as follows:

- 1. For the purposes of this agreement:
 - (a) The expression "expenditures" includes all direct or indirect expenses of or incidental to mining operations and the certificate of the Treasurer or other financial officer of Bristlecone together with a statement of expenditures in reasonable detail shall be in prima facie evidence of such expenditures;
 - (b) The expression "mining operations" includes every kind of work done on or in respect of the Property or the products therefrom by or under the direction of Bristlecone and, without limiting the generality of the

foregoing, includes the work of assessment, geophysical, geochemical and geological surveys, studies and mapping, investigating, drilling, designing, examining, equipping, improving, surveying, shaft sinking, raising, cross-cutting and drifting, searching for, digging, trucking, sampling, working and procuring minerals, ores and metals, in surveying and bringing any mining claims to lease or patent, in doing all other work usually considered to be prospecting, exploration, development and mining work; in paying wages and salaries of men engaged in such work, and in supplying food, lodging, transportation and reasonable needs of such men; in paying assessments or premiums for workmen's compensation insurance, contributions for unemployment insurance or other pay allowances or benefits customarily paid in the district to such men; in paying rentals, license renewal fees, taxes and other governmental charges required to keep the Property in good standing, in purchasing or renting plant, buildings, machinery, tools, appliances, equipment or supplies and in installing, erecting, detaching and removing the same or any of them; in the management of any work which may be done on the Property or in other respects necessary in the opinion of Bristlecone for the due carrying out of the said prospecting, exploration and development work. greater certainty, it is the intention of the parties Bristlecone shall be entitled to claim expenditures on the Property all its costs thereof, including a proper portion of engineering, supervision, general and mine office expenses and general expenses at the Property.

- 2. The recitals and Schedule to this Agreement form part of this Agreement.
- 3. Concurrent with the execution of this Agreement, Denison shall cause to be delivered in trust to Bristlecone a duly executed conveyance of 60% of Denison's interest in the Property in favor of Bristlecone to be held in trust by Bristlecone for the purpose of this Agreement; provided that Bristlecone may, to preserve such trust, register or file such conveyances to record the Property in its own name in any registry, recording or other offices or may register or file notices or cautions therein, as deemed advisable by Bristlecone.
- 4. Subject as hereinafter provided, Denison hereby gives and grants to Bristlecone the sole, exclusive and immediate working right and option with respect to the Property, to enter upon and conduct such mining operations on the Property as Bristlecone in its sole discretion may decide to undertake, and to have quiet and exclusive possession thereof, with full power and authority to Bristlecone, its servants, agents, workmen, or contractors to carry on mining

operations in searching for minerals, in such manner as Bristlecone in its discretion may determine, including the right to erect, bring and install thereon all such buildings, plant, machinery, equipment, tools, appliances or supplies as Bristlecone shall deem necessary and proper and the right to remove therefrom reasonable quantities of rocks, ores and/or minerals and to transport the same for the purpose of sampling, metallurgical testing and assaying.

- 5. At such time as it has incurred expenditures aggregating not less than One Hundred Thousand Dollars (\$100,000) in U.S. funds upon mining and exploration in respect to the Property, Bristlecone shall have:
 - (a) the right and option to cause or require Denison to cause Bristlecone to be registered or recorded as the sole owner of an undivided sixty percent (60%) interest in all of the Property or such parts as Bristlecone may decide and Denison as the sole owner of an undivided forty percent (40%) interest therein.
 - the exclusive right and option, if it has exercised its option under paragraph 5(a) to undertake, from time to time, further mining operations upon the Property or such part(s) thereof as Bristlecone may decide. Before conducting such further mining operations, Bristlecone shall submit to Denison a program setting forth the details of the proposed mining operation comprised in such program together with a statement of the estimated expenditures thereunder. Within ninety (90) days from the date of receipt of such program from Bristlecone, Denison may elect to contribute that portion of such expenditures which is equal to Denison's proportionate interest in the Property. Denison shall pay Bristlecone upon demand its committed share of such expenditures provided that such demand shall only be made reasonably in advance of requirements and money so paid, shall be expended by Bristlecone in conjunction rata with Bristlecone's share of expenditures. If Denison elects not to participate in the program or fails to notify Bristlecone of its intention not to participate in such program, its interest in the Property shall automatically abate in accordance with the following formula and Bristlecone's interest shall automatically increase:

Denison's Interest (%) =
$$\frac{D + P}{B + D + P}$$

D = expenditures made by Denison on the Property under the terms of this Agreement.

B = expenditures made by Bristlecone under the terms of this Agreement.

P = deemed capital position of Denison prior to the date of this Agreement = \$100,000 X 40% • 60% = \$66,666.67.

If Bristlecone requires, from time to time, Denison shall provide to Bristlecone written releases or transfers, in forms satisfactory to Bristlecone, suitable for the registration or recording of such changes in interest(s) in the property. If and when the Property is brought into production by Bristlecone, Denison's interest therein shall be automatically converted to a percentage royalty interest in the Net Proceeds of Production. Such percentage interest shall be equal to Denison's percentage interest in the Property as of the date such Property is brought into production by Bristlecone.

- 6. (a) For the purposes of this Agreement, the term "Net Proceeds of Production" shall mean the excess of gross income from the sale of minerals derived from the Property and any other receipts (excluding the proceeds of sale, if any, of capital equipment, but including proceeds of insurance, if any, other than for the replacement of capital equipment) derived from the Property over all expenses properly incurred, determined for each accounting period in accordance with generally acceptable accounting principles applied on a consistent basis; the said expenses shall, however, not include income taxes paid or payable under any State or Federal Income Tax Statute on or with to the said income, but shall without limitation, include:
 - (i) all operating expenses required to produce and market production derived from the Property (including smelting, refining, labor, transportation, maintenance, repairs, equipment and all other related costs) and such administrative, overhead and general expenses as are reasonable and necessary to produce the said gross income.
 - (ii) all taxes (other than income taxes aforementioned) and royalty imposed, charged or levied upon the property and the minerals, metals, concentrates and materials mined therefrom whether Federal, State or otherwise.
 - (iii)interest in respect of money borrowed or provided by Bristlecone for the purpose of placing the Property into production, provided, however, such

rate of interest shall, on money provided by Bristlecone, not be greater than one percent (1%) over the prime lending rate from time to time charged therefor by Bristlecone's bankers; and

- (iv) an allowance for amortization of the exploration and mine development expenditures to bring the Property into production (but excluding the sum of One Hundred Thousand Dollars (\$100,000) expended by Bristlecone to earn its sixty percent (60%) interest in the Property pursuant to paragraph 5 hereof) and depreciation of the cost of equipment facilities (including their replacement, improvement or any addition) required to mine and process the ore at such rates as will write off such expenditures and costs pro-rated over the estimated life of the orebody. Notwithstanding the foregoing, if Bristlecone, its permitted assigns or an affiliate uses any of its facilities erected at locations other than on the Property, process ore derived from the property, in addition to the cost of processing, a reasonable usage fee in lieu of an allowance for depreciation of the facilities shall be allowed and shall be deducted from the gross income referred to in subparagraph (a) of this paragraph 6. If, from time to time, additional expenditures of a capital nature are required to maintain, update or expand the production facilities, the aforesaid usage fee shall be adjusted to take into account the amount of such additional expenditures.
- (b) If, in any fiscal year, the expenses referred to in sub-paragraph (a) of this paragraph 6 exceed the said income for any such year, the excess shall be carried forward and be deducted as an expense from the income of the subsequent year or years, as the case may be.
- (c) (i) Within sixty (60) days following the end of each quarter of each fiscal year, commencing with the year in which the Property is brought into production, Bristlecone shall deliver to Denison an unaudited interim quarterly statement of the Net Proceeds of Production for the said quarter year and shall make an interim payment on account of the aforesaid royalty in an amount equal to seventy-five percent (75%) of the amount due to Denison as estimated in such quarterly statement.
 - (ii) Within ninety (90) days following the end of each fiscal year, commencing with the year in which the Property is brought into production, Bristlecone shall deliver to Denison a statement of the Net Proceeds of Production for the said fiscal year, duly certified by an independent Certified Public

Accountant appointed by Bristlecone for such purpose, together with payment of the balance of Denison's royalty, if any, determined as aforesaid.

- (iii) For the purpose of this Agreement, a fiscal year shall mean a fiscal year of Bristlecone.
- Each party hereto shall from time to time have the right of 7. first refusal to purchase the other's interest in the Property and/or the Royalty payments which may be held by such other except where such interest or royalty payments are transferred or sold to a parent or subsidiary company of a party hereto. Before making any offer or arrangements to sell or upon receiving any offer to purchase any such interest or royalty payments, a party hereto shall give written notice to the other. The party to whom the notice is given shall have a period of thirty (30) days from the time of receipt by it from the other of such notice within which to purchase such interest or royalty payments upon terms not less favorable to the party receiving such notice than offered to or by the party giving such notice under any bona fide arrangement with any third party. The party giving such notice shall not sell any of such interest or royalty payments upon terms more favorable to any purchaser than were available to the other party hereto. If such party does not so purchase such interest or royalty payments covered by such notice, then the party giving the notice shall be free to sell such interest or royalty payments to a third party within thirty (30) days next following the aforesaid period of thirty (30) days. If the party giving such notice does not so sell such interest or royalty payments within such last mentioned thirty (30) days, then the other party hereto shall continue to have the right of first refusal to purchase any or all such interest or royalty payments not sold by such other party.
- 8. The parties hereto shall respectively, and without further consideration, from time to time, execute and deliver such further instruments and assurances as may be reasonably required to carry out the intent of this Agreement.
- 9. It is understood and agreed that nothing herein contained nor any payment(s) or expenditure(s) by Bristlecone on or in connection with the Property or any part thereof nor the doing of any act or thing by Bristlecone under the terms of this Agreement, shall obligate Bristlecone to do anything else hereunder other than to make the payments and incur expenditure(s) and carry out mining operations to the extent that it may have expressly to do pursuant to the terms of this Agreement, it being clearly understood that, subject to the terms of this Agreement, Bristlecone may at any time abandon the rights and options hereby granted to it and/or abandon all or parts of the Property provided that the abandoned Property or part(s) thereof are reconveyed to

Denison and are in good standing for at least three (3) months from the date of the abandonment.

- Time shall be of the essence of this agreement, provided 10. however that notwithstanding anything to the contained herein, it is agreed that if Bristlecone should at any time or times during the currency of the rights and options granted to it pursuant to this agreement, be delayed in or prevented from carrying on mining operations on the Property in such a manner as it desires, which delays or preventions are caused by any cause beyond the reasonable control of Bristlecone (including, without limiting the generality of the foregoing, acts of God, strikes, lockouts or other labor or industrial disturbances, arrests and from rulers and people, interruptions restraints government or court orders, future orders of any regulatory body having jurisdiction, acts of the public enemy, wars, insurrections, riots, sabotage, blockades, embargoes, failure or inability to secure fuel, power, materials, contractors or labor, epidemics, snowslides, landslides, lightning, weather conditions materially preventing impairing work, earthquakes, fires, storms, floods, washouts, or explosions), the period of all such delays resulting from such causes or any of them shall be excluded in computing and shall extend the time within which Bristlecone may exercise its right(s) and/or perform its obligation(s) hereunder, except for the obligation to make payments under paragraph 6 Hereot,
- In case Bristlecone shall abandon its rights and options hereunder with respect to the Property, all buildings, plant, equipment, machinery, tools, appliances and supplies which may have been brought by it upon the Property, either before or during the currency of this agreement, may be removed by Bristlecone at any time not later than six (6) months after the termination of Bristlecone's rights and option with respect to such property, and if not so removed, shall become the property of Denison. During the currency of this agreement, Denison shall not remove from the Property any of its plant, buildings, equipment, machinery, tools, appliances and supplies.
- 12. Bristlecone shall keep the property in good standing by the doing of assessment work, by the payment of taxes and by doing all other acts and things that may be necessary in that regard until the termination or expiration of this Agreement or the abandonment of rights and options granted to Bristlecone with respect to the Property.
- 13. Denison agrees that it will upon the request of Bristlecone at any time execute a short memorandum or notice of agreement or caution with respect to this Agreement for registration against the title(s) to the Property or any part thereof.

- shall at annual intervals while 14. Bristlecone operations by it upon the Property are in progress, submit to Denison progress reports of mining operations completed on the Property. Notwithstanding the foregoing, Bristlecone shall notify Denison of any significant developments arising mining operations on the Property, developments shall be reported to Denison without undue Denison, at its own expense and only at reasonable times agreed to by Bristlecone may enter upon the Property to examine the mining operations. All information received Denison shall be kept confidential so long Bristlecone's rights continue under this Agreement and no part thereof may be published without prior the written consent of Bristlecone. Denison agrees, upon execution of this agreement to transfer to Bristlecone all reports, assays, maps, air photos and any other data which may exist concerning the Property. During the currency of this agreement, Bristlecone will assume responsibility continued safe storage of all drill cores and sample rejects currently in storage in Reno, Nevada.
- 15. If Bristlecone abandons any part(s) of the Property, it shall within ninety (90) days of such abandonment provide to Denison a copy of all reports, maps, plans, drill logs and surveys of completed work pertaining to the part(s) so abandoned.
- 16. Bristlecone shall indemnify and save harmless Denison from any and all suits, claims, demands, losses and expenses which Denison may suffer by reason of any act or thing done or omitted to be done by Bristlecone in relation to its mining operations on the Property and shall cause to be paid all workmen and wage earners employed by it or its contractors on the Property or part(s) thereof, and for all materials purchased in connection therewith, and will keep all the Property free from claims for liens with respect thereto, and, in the event of a lien being recorded, it will on this fact becoming known to it forthwith take proceedings to have such lien removed, and to have the same removed as soon as possible; provided Bristlecone may dispute and contest any such suits, claims, demands, losses and expenses.
- 17. All funds expended by Bristlecone and Denison pursuant to this Agreement shall be for their respective accounts and Bristlecone and Denison shall be entitled to claim their respective share of all tax benefits, write-offs and deductions with respect thereto.
- 18. All the terms, covenants and conditions respecting the rights and options herein granted are embodied herein, and all rights and liabilities arising by virtue of any and all statements or agreements (whether oral or written) heretofore made or entered into between the parties hereto with respect to the matters dealt with in this Agreement are

superseded by this Agreement.

otherwise provided herein, any notice Unless communications to either party under this Agreement may be given by delivering the same by hand to a representative of such party or by telexing or by mailing the same by prepaid, registered mail to such party, addressed as follows:

> Denison Mines (U.S.) Incorporated Royal Bank Plaza Suite 3900, South Tower P.O. Box 40 Toronto, Ontario M5J 2K2 Attention: Corporate Secretar CANADA

Bristlecone Mining Co. 2525 Sharon Way Reno, Nevada 89509 U.S.A.

Such notice so telexed or mailed shall be deemed to have been received at the latest on the first business day next following the day of telexing or on the fifth business day next following the mailing thereof.

- In case of differences or disputes arising under this 20. Agreement, which are not settled within a reasonable time and not exceeding three (3) months, the parties shall refer disputes and differences to arbitration. such
- 21. Neither party may assign, pledge or mortgage or otherwise encumber any of its rights hereunder without the prior written consent of the other which shall not be unreasonably withheld.
- This Agreement shall be interpreted in accordance with the 22. Laws of the State of Nevada.
- This Agreement shall enure to and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year first above written.

DENISON MINES (U.S.) INCORPORATED, a Canadian corporation

BRISTLECONE MINING CO., a Nevada corporation

SCHEDULE	CLAIN NAME	LOCATION DATE	DATE	RECORDING RECEP. NO.	DATA BOOK	PAGE	BLM SERIAL NO.	T 22 R 23	
	Palute /13	8/30/81	11/5/81	767230	1689 :	368	N HC 221323		18
	Palute /14	8/30/81	11/5/81	767231	1689	369	N HC 221324	SE	18 18
									18
	Palute /15	8/30/81	11/5/81	767232	1689	370	N HC 221325	SE	18
	Palute /16	8/30/81	11/5/81	767233	1689	371	N MC 221326		18
	Palute /17	8/30/81	11/5/81	767234	1689	372	N MC 221327	SE	18
	Palute /18	8/30/81	11/5/81	767235	1689	373	N MC 221328		18 18
	Palute /19	8/30/81	11/5/81	767236	1689	374	N MC 221329	SE	18
	Palute /20	8/30/81	11/5/81	767237	1689	375	N MC 221330		18
	Palute /21	8/30/81	11/5/81	767238	1689	376	N MC 221331	SE	18
	Paiute /22	8/30/81	11/5/81	767239	1689	377	N HC 221332	100000	18
	Painte /23	8/30/81	11/5/81	767240	1689	378	N HC 221333	SW	17
	Paiute #24	8/30/81	11/5/81	767241	1689	379	N MC 221334		17
	Paiute /25	8/31/21	11/5/81	767242	1689	380	N MC 221335	SW	17
	Palute #25	8/31/81	11/5/81	767243	1689	381	N HC 221336		17
	Paiute /27	8/31/81	11/5/81	767244	1689	382	N HC 221337	SW	17
	Palute /28	8/31/81	11/5/81	767245	1689	383	N HC 221338		17
	Paiute /29	9/2/81	11/5/81	767246	1689	384	N MC 221339	SW	17
	Paiute /30	9/2/81	11/5/81	767247	1689	385	N MC 221340		17 17.
	Painte #31	9/1/81	-11/5/81	767248	1689	386	N HC 221341		17
	Paiute /32	9/1/81	- 11/5/81	767249	1689	387	N MC 221342	SW I	17 17 17
	Paiute /33	8/31/81	11/5/81	767250	1689	388	N MC 221343	SE 1	17
	Palute /34	8/31/81	11/5/81	767251	1689	389	N HC 221344		17
	Paiute /35	8/31/81	11/5/81	767252	1689	390	N MC 221345	SE 1	7
	Paiute /36	8/31/81	11/5/81	767253	1689	391	N MC 221346	SE I	7
	Paiute /37	9/1/81	11/5/81	767254	1689	392	N MC 221347	SE 1	7

CLAI	201	TAK.	T
-		STATE OF THE PERSON	-

CLAIM HAME	LOCATION DATE	E DATÉ	RECORDIN RECEP. NO.	G DATA	PAGE	BLM SERIAL NO.		22 N 23 E SEC.
Palute /38	9/1/81	11/5/81	767255	1689	393	N MC 221348	SE	
		.1					HE	17
Paiute /39	9/1/81	11/5/81	767256	1689	394	N MC 221349	SE	17
Palute /40	9/1/81	11/5/81	767257	1689	395	N HC 221350	SE	
Palute /41	9/1/81	11/5/81	767258	1689	396	N MC 221351	SW	16
Paiute /42	9/1/81	11/5/81	767259	1689	397	N MC 221352	SW	16
Palute /43	9/1/81	11/5/81	767260	1689	398	N HC 221353	SW	16
Palute /44	9/1/81	11/5/81	767261	1689	399	N MC 221354	SW	16
Palute /45	9/1/81	11/5/81	767262	1689	400	N MC 221355	NW.	18
Palute 146	9/1/81	11/5/81	767263	1689	401	N MC 221356	W SW	18
Palute #47	8/30/81	11/5/81	767264	1689	402	N MC 221357	NE	18
Palute /48	8/30/81	11/5/81	767265	1689	403	N MC 221358	NE SE SW	18 18 7 7
Paiute 149	8/30/81	11/5/81	767266	1689	404	N MC 221359	NE	18
Palute /50	8/30/81	11/5/81-	767257	1689	405	N HC 221360	NE SE	18 7
Palute /51	.8/30/81	11/5/81	767268	1689	406	N MC 221361	NE.	18
Paiute /52	8/30/81	11/5/81	767269	1689	407	N HC 221362	NE SE	18 7
faiute /53	8/30/81	11/5/81	767270	1689	408	N MC 221363	NE	18
Palute 154	8/30/81	11/5/81	767271	1689	409	N MC 221364	NE SE	18 7
Paiute /55	9/3/81	11/5/81	767272	1689	410	N MC 221365	KW	17
Palute 156	9/3/81	11/5/81	767273	1689	411	N HC 221366 .	W	17
Paiute /57	8/30/81	11/5/81	767274	1689	412	N MC 221367	NW	17
Palute #58	8/30/81	11/5/81	767275	1689	413	N MC 221368	NW SW	17
Paiute /59	8/30/81 .	11/5/81	767276	1689	414	N HC 221369	W	17
Palute 160	8/30/81	11/5/81	767277	1689	415	N MC 221370	NW SW	17
Palute /61	8/31/81	11/5/81	767278	1689	416	N HC 221371	NA NE	17 17
Paiute /62	8/31/61	11/5/81	767279	1689	417	N MC 221372	NE NW SE SW	17 17 8 8

CLAIM SUMMARY

CLAIM NAME	LOCATION DATE	DATE	RECORDING RECEP. NO.	DATA BOOK	PAGE	BLM SERIAL NO.		22 N 23 E SEC.	
Palute /63	8/31/81	11/5/81	767280	1689	418	N HC 221373	NE	17	
Palute /64	8/31/81	11/5/81	767281	1689	419	N NC 221374	NE SE	17	
Palute 165	8/31/81	11/5/81	767282	1689	420	N MC 221375	HE	17	
Palute 166	8/31/81	11/5/81	767283	1689	421	N MC 221376	NE	17	
Palute 167	8/31/81	11/5/81	767284	1689	422	N HC 221377	NE	17	
Palute 168	8/31/81	11/5/81	767285	1689	423	N MC 221378	NE SE	17	
Palute 169	8/31/81	11/5/81	767286	1689	424	N MC 221379	NE	17 16	
Palute #70	8/31/81	11/5/81	767287	1689	425	N HC 221380	NE SE NW	17 8 16	
Palute #71	9/1/81	11/5/81	767288	1689	426	N MC 221381	NV	16	
Palute #72	9/1/81	11/5/81	767289	1689	427	N MC 221382	NW SE	16	
Palute #73	9/1/81	11/5/81	767290	1689	428	N HC 221383	KW	16	
Palute #74	9/1/81	11/5/81	767291	1689	429	N MC 221384	SW SW	16	
Painte #75	9/2/81	11/5/81	767292	1689	430	N MC 221385	SM	8	
Paiute 176	9/2/81	11/5/81	767293	1689	431	N MC 221386	SW WW	8	
Paiute /77	9/2/81	11/5/81	767294	1689	432	N MC 221387	SW	8	
Paiute #78	9/2/81	11/5/81	767295	1689	433	N MC 221388	NW SW	8	
Paiute /79	9/2/81	11/5/81	767296	1689	434	N MC 221389	SE	8	
Palute #80	9/2/81	11/5/81	767297	1689	435	N HC 221390	NE SE NV . SW	8 8 8	
Paiute /81	9/2/81	11/5/81	767298	1689	436	N HC 221391	SE	8	
Palute /82		11/5/81	767299	1689	437	N HC 221392	NE SE	8	
Palute #83	9/2/81 •	11/5/81	767300	1689	438	N NC 221393	SE	8	
Palute /84	9/2/81	11/5/81	767301	1689	439	N MC 221394	NE SE	8	
Paiute /85	9/1/81	11/5/81	767302	1689	440	N MC 221395	SE	8	
Paiute 186	9/1/81	11/5/81	767303	1689	441	N HC 221396	NE SE	8	
Paiute /87	9/1/81	11/5/81	767304	1689	442	N HC 221397	SE	8	

CLA	H	SUMMARY
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CLAIN HAHE	LOCATION DATE	DATE	RECORDING RECEP. NO.	DATA	PAGE	BLM SERIAL NO.	R 2	3 E SEC.	
Palute /88	9/1/81	11/5/81	767305	1689	443	N MC 221398	NE SE	8	
Palute /89	9/1/81	11/5/81	767306	1689	444	N MC 221399	NE	8	
Palute 190	9/1/81	11/5/81	767307	1689	445	N HC 221400	NE	8	
Palute /91	9/14/81	11/5/81	767308	1689	446	R. HC 221401	NE SE	8 5	•

STATE OF NEVADA
COUNTY OF WASHOE
COUNTY OF WASHOE On this day of June, 1987, before
me a Notary Public, personally appeared Jules Ja Maurie
, known to me to be the Precident of
Bristlecone Mining Co., and who acknowledged that he executed the
foregoing instrument being authorized to do so.
LINDA PUGLIESE Notary Public - State of Nevada Appointment Recorded In Washoe County MY APPOINTMENT EXPIRES JUNE 22, 1989
County of York Province of Ontario SS
On this 1st day of September, 1987, before
me a Notary Public, personally appeared Garth A.C. Mackae and
Notan Humphries, known to me to be the Vice President and the Treasurer of

Denison Mines (U.S.) Incorporated, and who acknowledged that they executed the foregoing instrument being authorized to do so.

NOTARY

MEMORANDUM OF AGREEMENT

Notice is hereby given that Denison Mines (U.S.) Incorporated hereinafter referred to as "Owner", and Bristlecone Mining Co., a Nevada corporation, hereinafter referred to as "Lessee" have entered into an Option Agreement, hereinafter referred to as the "Agreement", whereby Owner has granted to Lessee certain rights to explore, develop and mine minerals located on or under the Premises located in Washoe County, State of Nevada, more particularly described in Exhibit A attached hereto and incorporated herein by reference. Owner has also granted to Lessee an Option to Purchase the Premises upon the terms and conditions described in the Agreement.

Lessee has the sole and uncontrolled discretion to sell, dispose of, or deal with the Agreement upon such terms and conditions and for such consideration as Lessee may determine. Any such sale, disposition or deal regarding the agreement, and Lessee's right's therein, shall be subject to the rights of the Owner to be paid the royalty described in the Agreement. The obligation to pay the royalty may be assigned in whole or in part by Lessee to the extent that Lessee sells, disposes of or deals with the Agreement. Owner's right to assign or transfer its interest in the agreement is limited by the terms and conditions of the Agreement, and Lessee has the right of first refusal to purchase all of the right, title and interest of Owner pursuant to the Agreement.

For the purpose of this Memorandum of Agreement, the

addresses of the parties are:

Denison Mines (U.S.) Incorporated Royal Bank Plaza Suite 3900, South Tower P.O. Box 40 Toronto, Ontario M5J 2K2 Atten CANADA

Attention: Corporate Secretar

Bristlecone Mining Co. 2525 Sharon Way Reno, Nevada 89509 U.S.A.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year first above written.

DENISON MINES (U.S.) INCORPORATED a Canadian corporation

- D

BRISTLECONE MINING CO., a Nevada corporation

BX:

AL

Delaware

By Warde 662

By: Juke

enitant _

SEAL

CLAIH NAME	LOCATION DATE	DATE	RECORDING RECEP. NO.	DATA BOOK	PAGE	BLM SERIAL NO.		22 N 23 E SEC.
Palute /13	8/30/81	11/5/81	767230	1689	368	N MC 221323	SW	18
Palute /14	8/30/81	11/5/81	767231	1689	369	N MC 221324	SW SE NW NE	18 18 18
Palute /15	8/30/81	11/5/81	767232	1689	370	N MC 221325	SE	18
Palute /16	8/30/81	11/5/81	767233	1689	371	N HC 221326	SE	18
Palute #17	8/30/81	11/5/81	767234	1689	372	N MC 221327	SE	18
Palute /18	8/30/81	11/5/81	767235	1689	373	N MC 221328	SE	18 18
Paiute /19	8/30/81	11/5/81	767236	1689	374	N MC 221329	SE	18
Paiute /20	8/30/81	11/5/81	767237	1689	375	N MC 221330	SE	18
Palute /21	8/30/81	11/5/81	767238	1689	376	N MC 221331	SE	18
Paiute #22	8/30/81	11/5/81	767239	1689	377	N MC 221332	SE	18 18
Paiute #23	8/30/81	11/5/81	767240	1689	378	N MC 221333	SW	17
Paiute #24	8/30/81	11/5/81	767241	1689	379	N HC 221334	SW	17 17
Paiute /25	8/31/81	11/5/81	767242	1689	380	N MC 221335	SW	17
Palute #26	8/31/81	11/5/81	767243	1689	381	N MC 221336	SW WW	17 17
Paiute #27	8/31/81	11/5/81	767244	1689	382	N HC 221337	SW	17
Palute /28	8/31/81	11/5/81	767245	1689	383.	N HC 221338	SW	17 17
Paiute #29	9/2/81	11/5/81	767246	1689	384	N MC 221339	SW	17
Paiute #30	9/2/81	11/5/81	767247	1689	385	N HC 221340	SW	17 17.
Paiute #31	9/1/81	11/5/81	767248	1689	386	N HC 221341	· SE	17 17
Paiute #32	9/1/81	11/5/81	767249	1689	387	N MC 221342	SE SW NE NW	17 17 17 17
Paiute #33	8/31/81	11/5/81	767250	1689	388	N MC 221343	SE	17
Paiute /34	8/31/81	11/5/81	767251	1689	389	N MC 221344	SE NE	17
Paiute #35	8/31/81	11/5/81	767252	1689	390	N MC 221345	SE	17
Paiute 136	8/31/81	11/5/81	767253	1689	391	N MC 221346	SE NE	17 17
Paiute #37	9/1/81	11/5/81	767254	1689	392	N MC 221347	SE	17

CLAIM SUMMARY

CLAIM NAME	LOCATION DATE	DATÉ	RECORDIN		PAGE	BLM SERIAL NO.		22 N 23 E SEC.
Palute /38	9/1/81	11/5/81	767255	1689	393	N MC 221348	SE	
Paiute #39	9/1/81	11/5/81	767256	1689	394	N MC 221349	SE	17
Palute #40	9/1/81	11/5/81	767257	1689	395	N MC 221350	SE	the state of the s
Palute #41	9/1/81	11/5/81	767258	1689	396	N MC 221351	SW	16
Palute /42	9/1/81	11/5/81	767259	1689	397	N MC 221352	SW	16 16
Palute /43	9/1/81	11/5/81	767260	1689	398	N HC 221353	SW	16
Palute /44	9/1/81	11/5/81	767261	1689	399	N MC 221354	SW	16 16
Palute /45	9/1/81	11/5/81	767262	1689	400	N MC 221355	N.Y	18
Paiute 146	9/1/81	11/5/81	767263	1689	401	N HC 221356	NW SW	18
Palute #47	8/30/81	11/5/81	767264	1689	402	N MC 221357	NE	18 18
 Palute /48	8/30/81	11/5/81	767265	1689	403	N MC 221358	NE NV SE SW	18 18 7 7
Paiute #49	8/30/81	11/5/81	767266	1689	404	N HC 221359	NE	18
Palute /50	8/30/81	11/5/81	767257	1689	405	N HC 221360	NE SE	18 7
Palute /51	.8/30/81	11/5/81	767268	1689	406	N MC 221361	NE	18
Palute #52	8/30/81	11/5/81	767269	1689	407	N HC 221362	NE SE	18 7
Paiute /53	8/30/81	11/5/81	767270	1689	408	N MC 221363	NE	18
Palute #54	8/30/81	11/5/81	767271	1689	409	N MC 221364	NE SE	18 7
Paiute /55	9/3/81	11/5/81	767272	1689	410	N MC 221365	NW.	17
Palute #56	9/3/81	11/5/81	767273	1689	411	N HC 221366 .	NW	17
Paiute #57	8/30/81	11/5/81	767274	1689	412	N MC 221367	NW	17
Paiute #58	8/30/81	11/5/81	767275	1689	413	N MC 221368	NW SW	17 8
Paiute #59	8/30/81 .	11/5/81	767276	1689	414	N MC 221369	NW	17
Palute 160	8/30/81	11/5/81	767277	1689	415	N MC 221370	W SW	17
Palute #61	8/31/81	11/5/81	767278	1689	416	N HC 221371	NE NE	17 17
Paiute /62	8/31/81	11/5/81	767279	1689	417	N MC 221372	NE NW SE	17 17 8

CLAIN SUMMARY

CLAIH NAME	LOCATION DATE	DATE	RECORDIN RECEP. NO.	G DATA BOOK	PAGE	BLH SERIAL NO.		22 N 23 E SEC.	
Palute /63	8/31/81	11/5/81	767280	1689	418	N MC 221373	NE	17	
Palute /64	8/31/81	11/5/81	767281	1689	419	N MC 221374	NE SE	17	
Palute 165	8/31/81	11/5/81	767282	1689	420	N HC 221375	NE	17	
Palute /66	8/31/81	11/5/81	767283	1689	421	N MC 221376	NE SE	17	
Palute 167	8/31/81	11/5/81	767284	1689	422	N MC 221377	NE	17	
Paiute 168	8/31/81	11/5/81	767285	1689	423	N HC 221378	NE SE	17	
Palute 169	8/31/81	11/5/81	767286	1689	424	N HC 221379	NE	17 16	
Palute 170	8/31/81	11/5/81	767287	1689	425	N MC 221380	NE SE NW	17 8 16	
Palute #71	9/1/81	11/5/81	767288	1689	426	N MC 221381	NW	16	
Paiute /72	9/1/81	11/5/81	767289	1689	427	N MC 221382	NW SE	16	
Palute #73	9/1/81	11/5/81	767290	1689	428	N HC 221383	NW	16	
Palute 174	9/1/81	11/5/81	767291	1689	429	N MC 221384	NW SW	16 9	
Paiute #75	9/2/81	11/5/81	767292	1689	430	N MC 221385	SW	8	
Paiute 176	9/2/81	11/5/81	767293	1689	431	N MC 221386	SW	8	
Paiute 177	9/2/81	11/5/81	767294	1689	432	N HC 221387	SW	8	
Paiute #78	9/2/81	11/5/81	767295	1689	433	N MC 221388	NW SW	8	
Paiute 179	9/2/81	11/5/81	767296	1689	434	N HC 221389	ŠE	8	
Palute #80	9/2/81	11/5/81	767297	1689	435	N HC 221390	NE SE NW SW	8 8 8	
Paiute /81	9/2/81	11/5/81	767298	1689	436	N MC 221391	SE	8	
Palute 182	9/2/81	11/5/81	767299	1689	437	N HC 221392	NE SE	8	
Palute #83	9/2/31 .	11/5/81	767300	1689	438	N NC 221393	SE	8	
Paiute /84	9/2/81	11/5/81	767301	1689	439	N MC 221394	NE SE	8	
Paiute #85	9/1/81	11/5/81	767302	1689	440	N MC 221395	SE	8	
Paiute 186	9/1/81	11/5/81	767303	1689	441	N HC 221396	NE SE	8	
Paiute #87	9/1/81	11/5/81	767304	1689	442	N MC 221397	SE	8	

CLAIM SUMMARY

CLAIN NAME	LOCATION DATE	DATE	RECORDING RECEP. NO.	DATA BOOK	PAGE	BLH SERIAL NO.		2 N 3 E SEC.	•
Palute /88	9/1/81	11/5/81	767305	1689	443	N MC 221398	NE SE	8	
Palute 189	9/1/81	11/5/81	767306	1689	444	N HC 221399	NE	8	
Palute 190	9/1/81	11/5/81	767307	1689	445	N MC 221400	NE	8	
Paiute #91	9/14/81	11/5/81	767308	1689	446	R HC 221401	NE SE	8	

STATE OF NEVADA COUNTY OF WASHOE On this day of, 1987, before me a Notary Public, personally appeared, known to me to be the
Bristlecone Mining Co., and who acknowledged that he executed the
foregoing instrument being authorized to do so.
LINDA PUGLIESE Notary Public - State of Nevada Appointment Recorded In Washoe County MY APPOINTMENT EXPIRES JUNE 22, 1989 NOTARY
County of York Province of Ontario SS
On this 1st day of September, 1987, before
me a Notary Public, personally appeared Garth A.C. Mackae and
Nolan Humphries, known to me to be the VicePresident and the Treasurer of
Denison Mines (U.S.) Incorporated, and who acknowledged that they
executed the foregoing instrument being authorized to do so. SEAL NOTARY

OFFICIAL RECORDS
WASHOE CO. NEVADA
RECORD REQUESTED BY

Bustlecone Mining Co

88 JAN 13 A10:02

1218917

JOE MELCHER
COUNTY RECORDER

FEE 10.00 DEP KB
2525 Shason Way
Reno, Nev. 8950

MEMORANDUM OF AGREEMENT

Notice is hereby given that Denison Mines (U.S.) Incorporated hereinafter referred to as "Owner", and Bristlecone Mining Co., a Nevada corporation, hereinafter referred to as "Lessee" have entered into an Option Agreement, hereinafter referred to as the "Agreement", whereby Owner has granted to Lessee certain rights to explore, develop and mine minerals located on or under the Premises located in Washoe County, State of Nevada, particularly described in Exhibit A attached hereto incorporated herein by reference. Owner has also granted to Lessee an Option to Purchase the Premises upon the terms and conditions described in the Agreement.

Lessee has the sole and uncontrolled discretion to sell, dispose of, or deal with the Agreement upon such terms and conditions and for such consideration as Lessee may determine. Any such sale, disposition or deal regarding the agreement, Lessee's right's therein, shall be subject to the rights of Owner to be paid the royalty described in the Agreement. obligation to pay the royalty may be assigned in whole or in part by Lessee to the extent that Lessee sells, disposes of or deals with the Agreement. Owner's right to assign or transfer interest in the agreement is limited by the terms and conditions of the Agreement, and Lessee has the right of first refusal to purchase all of the right, title and interest of Owner pursuant to the Agreement.

For the purpose of this Memorandum of Agreement,

addresses of the parties are:

Denison Mines (U.S.) Incorporated Royal Bank Plaza Suite 3900, South Tower P.O. Box 40 Toronto, Ontario M5J 2K2 CANADA

Bristlecone Mining Co. 2525 Sharon Way Reno, Nevada 89509 U.S.A.

Attentim: Corporate

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year first above written.

DENISON MINES (U.S.) INCORPORATED a Canadian corporation

Delaware

BRISTLECONE MINING CO., a Nevada corporation

CLAIN NAME	LOCATION DATE	DATE	RECORDING	DATA	PAGE	BLH SERIAL NO.		22 N 23 E SEC.
Palute /13	8/30/81	11/5/81	767230	1689 :	368	N MC 221323	SW	18
Palute /14	8/30/81	11/5/81	767231	1689	369	N HC 221324	SW SE NW NE	18
Palute /15	8/30/81	11/5/81	767232	1689	370	N MC 221325	SE	18
Palute /16	8/30/81	11/5/81	767233	1689	371	N MC 221326	SE	18 18
Palute #17	8/30/81	11/5/81	767234	1689	372	N MC 221327	SE	18
Palute /18	8/30/81	11/5/81	767235	1689	373	N MC 221328	SE	18 18
Palute /19	8/30/81	11/5/81	767236	1689	374	N MC 221329	SE	18
Paiute /20	8/30/81	11/5/81	767237	1689	375	N HC 221330	SE	18 18
Palute /21	8/30/81	11/5/81	767238	1689	376	N HC 221331	SE	18
Paiute /22	8/30/81	11/5/81	767239	1689	377	N HC 221332	SE	18 18
Paiute /23	8/30/81	11/5/81	767240	1689	378	N HC 221333	SW	17
Paiute /24	8/30/81	11/5/81	767241	1689	379	N MC 221334	SW	17 17
Paiute /25	8/31/21	11/5/81	767242	1689	380	N HC 221335	SW	17
Palute /26	8/31/81	11/5/81	767243	1689	381	N MC 221336	SW	17 17
Palute #27	8/31/81	11/5/81	767244	1689	382	N HC 221337	SW	17
Palute /28	8/31/81	11/5/81	767245	1689	383.	N HC 221338	NW	17 17
Paiute /29	9/2/81	11/5/81	767246	1689	384	N HC 221339	SW	17
Paiute /30	9/2/81	11/5/81	767247	1689	385	N MC 221340	SW	17 17.
Paiute #31	9/1/81	-11/5/81	767248	1689	386	N MC 221341	SE	17 17
Paiute #32	9/1/81	11/5/81	767249	1689	387	N MC 221342		17 17 17
Paiute /33	8/31/81	11/5/81	767250	1689	388	N MC 221343	SE	17
Palute /34	8/31/81	11/5/81	767251	1689	389	N MC 221344	SE NE	17 17
Paiute /35	8/31/81	11/5/81	767252	1689	390	N MC 221345	SE	17
Paiute /36	8/31/81	11/5/81	767253	1689	391	N MC 221346	SE	17 17
Paiute /37	9/1/81	11/5/81	767254	1689	392	N HC 221347	SE	17

NEVADA STATE OFFICE

*88 JAN 13 AIO:15

CLAIM NAME	LOCATION DATE	DATÉ	RECORDING RECEP. NO.	DATA BOOK	PAGE	BLM SERTAL NO.		22 N 23 E SEC.
Palute /38	9/1/81	11/5/81	767255	1689	393	N MC 221348	SE	17 17
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Palute /41	9/1/81	11/5/81	767258	1689	396	N MC 221351	SW	16
Palute /42	9/1/81	11/5/81	767259	1689	397	N MC 221352	NY SW	16
Palute /43	9/1/81	11/5/81	767260	1689	398	N MC 221353	SW	16
Palute 144	9/1/81	11/5/81	767261	1689	399	N MC 221354	SW	16 16
Palute /45	9/1/81	11/5/81	767262	1689	400	N HC 221355	NV	18
Palute 146	9/1/81	11/5/81	767263	1689	401	N MC 221356	NV SW	18 7
Palute /47	8/30/81	11/5/81	767264	1689	402	N MC 221357	HE	18
Paiute /48	8/30/81	11/5/81	767265	1689	403	N MC 221358	NE NW SE SW	18 18 7 7
Paiute 149	8/30/81	11/5/81	767266	1689	404	N MC 221359	NE	18
Palute 150	8/30/81	11/5/81	767257	1689	405	N HC 221360	NE SE	18 7
Palute /51	.8/30/81	11/5/81	767268	1689	406	N MC 221361	NE	18
Palute /52	8/30/81	11/5/81	767269	1689	407	N HC 221362	NE SE	18
Paiute /53	8/30/81	11/5/81	767270	1689	408	N HC 221363	NE	18
Palute 154	8/30/81	11/5/81	767271	1689	409	N MC 221364	NE SE	18
Paiute /55	9/3/81	11/5/81	767272	1689	410	N MC 221365	W	17
Palute 156	9/3/81	11/5/81	767273	1689	411	N MC 221366	. NV	17
Paiute 157	8/30/81	11/5/81	767274	1689	412	N MC 221367	NW	17
Palute #58	8/30/81	11/5/81	767275	1689	413	N MC 221368	SM.	17
Paiute /59	8/30/81 .	11/5/81	767276	1689	414	N MC 221369	NW	17
Palute 160	8/30/81	11/5/81	767277	1689	415	N HC 221370	NW	17
Palute #61	8/31/81	11/5/81	767278	1689	416	N HC 221371	NE NE	17 17
Paiute 162	8/31/81	11/5/81	767279	1689	417	N MC 221372	NE NW SE	17 17 8

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BUR. OF LAND MANAGEMENT

CLAIM NAME	LOCATION DATE	DATE	RECORDIN RECEP. NO.	G DATA BOOK	PAGE	BLM SERIAL HO.		22 N 23 E SEC.	
Palute /63	8/31/81	11/5/81	767280	1689	418	N MC 221373	NE	17	
Palute /64	8/31/81	11/5/81	767281	1689	419	N HC 221374	NE SE	17	
Palute 165	8/31/81	11/5/81	767282	1689	420	N MC 221375	HE	17	
Palute 166	8/31/81	11/5/81	767283	1689	421	N MC 221376	NE	17	
Palute 167	8/31/81	11/5/81	767284 .	1689	422	N MC 221377	NE	17	
Palute /68	8/31/81	11/5/81	767285	1689	423	N MC 221378	NE SE	17	
Palute 169	8/31/81	11/5/81	767286	1689	424	N HC 221379	NE	17 16	
Palute #70	8/31/81	11/5/81	767287	1689	425	N MC 221380	NE SE NW	17 8 16	
Palute #71	9/1/81	11/5/81	767288	1689	426	N MC 221381	NW	16	
Paiute /72	9/1/81	11/5/81	767289	1689	427	N MC 221382	NW	16	
Paiute /73	9/1/81	11/5/81	767290	1689	428	N MC 221383	W	16	
Palute 174	9/1/81	11/5/81	767291	1689	429	N HC 221384	NV SW	16	
Paiute #75	9/2/81	11/5/81	767292	1689	430	N HC 221385	SW	8	
Paiute 176	9/2/81	11/5/81	767293	1689	431	N MC 221386	NW	8	
Paiute #77	9/2/81	11/5/81	767294	1689	432	N HC 221387	SW	8	
Paiute #78	9/2/81	11/5/81	767295	1689	433	N MC 221388	SW	8	
Paiute 179	9/2/81	11/5/81	767296	1689	434	N HC 221389	SE	8	
Palute #80	9/2/81	11/5/81	767297	1689	435	N HC 221390	NE SE NV SW	8 8 8	
Paiute /81	9/2/81	11/5/81	767298	1689	436	N HC 221391	SE	8	
Palute 182	9/2/81	11/5/81	767299	1689	437	N HC 221392	NE SE	8	
Palute #83	9/2/81 .	11/5/81	767300	1689	438	N MC 221393	SE	8	
Paiute /84	9/2/81	11/5/81	767301	1689	439	N MC 221394	NE SE	8	
Paiute /85	9/1/81	11/5/81	767302	1689	440	N MC 221395	SE	8	
Paiute /86	9/1/81	11/5/81	767303	1689	441	N MC 221396	NE SE	8	
Paiute 187	9/1/81	11/5/81	767304	1689	442	N MC 221397	SE	NEVADA STATE OF	
								OFFICE	

'88 JAN 13 A10:15

BUR. OF LAND MANAGEMEN

CLAIM SUMMARY

								3 E	
CLAIN NAME	LOCATION DATE	DATE	RECORDING RECEP. NO.	BOOK	PAGE	BLM SERIAL NO.		SEC.	
Palute /88	9/1/81	11/5/81	767305	1689	443	N HC 221398	NE SE	8	
Palute /89	9/1/81	11/5/81	767306	1689	444	N MC 221399	NE	8	
Palute /90	9/1/81	11/5/81	767307	1689	445	N MC 221400	NE	8	
Paiute /91	9/14/81	11/5/81	767308	1689	446	R MC 221401	NE SE	8 5	

*88 JAN 13 A10:15

NEVADA STATE OFFICE

STATE OF NEVADA		
COUNTY OF WASHOE		
COUNTY OF WASHOE On this day	of June	, 1987, before
me a Notary Public, persona		es La Marie
	to me to be the	
Bristlecone Mining Co., and		at he executed the
foregoing instrument being	authorized to do so.	7
LINDA PUGLIESE Notary Public - State of Nevada Appointment Recorded In Washoe County MY APPOINTMENT EXPIRES JUNE 22, 1989	NOTARY	da Fuglica
County of York } SS		
On this \(\frac{1}{5}\) day	of September	, 1987, before
me a Notary Public, persona	11y appeared Garth A.C	- Machae and
Nolan Humphries , known	to me to be the Vicelrain	dent and the Treasurer Of
Denison Mines (U.S.) Incor	porated, and who ack	nowledged that they
executed the foregoing inst	rument being authori	zed to do so.
		7.
	20	
	NOTARY	
		COPY - has not been compared with the Original Document - WCR
	OFFICIAL RECORDS WASHOE CO. NEVADA RECORD REQUESTED BY	
BOLTTO STATE ADAVAN	*00 IAN 43 MO 103	
21:01A ET NAL 88"	*88 JAN 13 A10:02	1218917
	JOE MELCHER COUNTY RECORDER	
BUR, OF LAND MANAGEMEN!	FEE DEP	

MOM'S MESSAGE FOR TODAY: Christine of Golden zone agreement à Kuite Dennis send FAX today P.S. I Love You!

PAIUTE PROJECT OPTION AGREEMENT

by and between

Denison Mines (U.S.) Incorporated, a Ganadian corporation

Bristlecone Mining Co., a Nevada corporation

FAX TRANSMITTAL DATE 2/25/9/
TO: Christine
FAX# 4/03 374 7207 NO. OF
FROM: Dennis Cortaine
PHONE # 702 826 2838 15



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

NEVADA STATE OFFICE 850 Harvard Way P.O. Box 12000 Reno, Nevada 89520-0006



NMC- 221323 3833 (NV-943,6)

FEB 2 3 1990

Bristlecone Mining Co. 2525 Sharon Way Reno, NV 89509

Dear Sir:

The following documents which were received in this office on January 13 19 88 , are being returned to you. The fees, if any were received, are also being returned or a refund is being issued.

Memorandum of Agreement

These documents are not required to be recorded with us. Only those with an actual transfer of interest/ownership (43 CFR 3833.3) need be filed with the required nonrefundable service charge of \$5.00 for each mining claim, mill site or tunnel site.

If you have any questions, please call the Mining Law Operations Section at (702) 785-6539.

Sincerely,

dudith A. Moffitt, Chief

Mining Law Operations Section

Enclosure

1-Memorandum of Agreement

Notice is hereby given that Denison Mines (U.S.) Incorporated hereinafter referred to as "Owner", and Bristlecone Mining Co., a Nevada corporation, hereinafter referred to as "Lessee" have entered into an Option Agreement, hereinafter referred to as the "Agreement", whereby Owner has granted to Lessee certain rights explore, develop and mine minerals located on or under the Premises located in Washoe County, State of Nevada, particularly described in Exhibit A attached hereto incorporated herein by reference. Owner has also granted to Lessee an Option to Purchase the Premises upon the terms and conditions described in the Agreement.

Lessee has the sole and uncontrolled discretion to sell, dispose of, or deal with the Agreement upon such terms and conditions and for such consideration as Lessee may determine. Any such sale, disposition or deal regarding the agreement, Lessee's right's therein, shall be subject to the rights of Owner to be paid the royalty described in the Agreement. obligation to pay the royalty may be assigned in whole or in part by Lessee to the extent that Lessee sells, disposes of or deals with the Agreement. Owner's right to assign or transfer interest in the agreement is limited by the terms and conditions of the Agreement, and Lessee has the right of first refusal to purchase all of the right, title and interest of Owner pursuant to the Agreement.

For the purpose of this Memorandum of Agreement, Athe

addresses of the parties are:

Denison Mines (U.S.) Incorporated Royal Bank Plaza Suite 3900, South Tower P.O. Box 40 Toronto, Ontario M5J 2K2 CANADA

Attentim: Corporate

Bristlecone Mining Co. 2525 Sharon Way Reno, Nevada 89509 U.S.A.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year first above written.

DENISON MINES (U.S.) INCORPORATED a Canadian corporation

BRISTLECONE MINING CO., a Nevada corporation

Delaware

CLAIM SUMMARY

								22 1
CLAIH NAME	LOCATION DATE	DATE	RECEP. NO.		PAGE	BLM SERIAL NO.	1	23 E
Palute 113	8/30/81	11/5/81	767230	1689	368	N MC 221323	SW	
Palute /14	8/30/81	11/5/81	767231	1689	369	N HC 221324	SW SE NW NE	18
Palute /15	8/30/81	11/5/81	767232	1689	370	N MC 221325	SE	18
Palute /16	8/30/81	11/5/81	767233	1689	371	N HC 221326	SE NE	
Palute #17	8/30/81	11/5/81	767234	1689	372	N MC 221327	SE	18
Palute /18	8/30/81	11/5/81	767235	1689	373	N HC 221328	SE	18
Paiute /19	8/30/81	11/5/81	767236	1689	374	N HC 221329	SE	18
Palute #20	8/30/81	11/5/81	767237	1689	375	N MC 221330	SE	18
Palute /21	8/30/81	11/5/81	767238	1689	376	N MC 221331	SE	18
Painte /22	8/30/81	11/5/81	767239	1689	377	N HC 221332	SE	18
Paiute /23	8/30/81	11/5/81	767240	1689	378	N HC 221333	SW	17
Paiute /24	8/30/81	11/5/81	767241	1689	379	N MC 221334	SW	17
Paiute /25	8/31/21	11/5/81	767242	1689	380	N MC 221335	SW	17
Palute #26	8/31/81	11/5/81	767243	1689	381	N MC 221336	W2 WW	17
Paiute /27	8/31/81	11/5/81	767244	1689	382	N HC 221337	SW	17
Palute /28	8/31/81	11/5/81	767245	1689	383.	N HC 221338 -	SW NW	17 17
Paiute /29	9/2/81	11/5/81	767246	1689	384	N MC 221339	SW	17
Paiute /30	9/2/81	11/5/81	767247	1689	385	N HC 221340	SW	17 17.
Paiute /31	9/1/81	11/5/81	767248	1689	386	N HC 221341	SE	17
Paiute #32	9/1/81 .	11/5/81	767249	1689	387	N HC 221342	SE SW NE NW	17 17 17
Paiute /33	8/31/81	11/5/81	767250	1689	388	N MC 221343	SE	17
Paiute /34	8/31/81	11/5/81	767251	1689	389	N MC 221344	SE NE	17 17
Paiute /35	8/31/81	11/5/81	767252	1689	390	N MC 221345	SE	17
Paiute /36	8/31/81	11/5/81	767253	1689	391	N MC 221346	SE	17

88 JAN 13 A10:14 NEVADA STATE OFFICE

NEVADA STATE OFFICE

			CENTIL DOIL						
CLAIM NAME	LOCATION DATE	DATE	RECORDING RECEP. NO.	DATA BOOK	PAGE	BLM SERIAL NO.		22 N 23 E SEC.	
Palute /63	8/31/81	11/5/81	767280	1689	418	N MC 221373	NE	17	
Palute 164	8/31/81	11/5/81	767281	1689	419	N MC 221374	NE SE	17	
Palute /65	8/31/81	11/5/81	767282	1689	420	N HC 221375	NE	17	
Palute 166	8/31/81	11/5/81	767283	1689	421	N MC 221376	NE SE	17	
Paiute 167	8/31/81	11/5/81	767284	1689	422	N MC 221377	NE	17	
Paiute /68	8/31/81	11/5/81	767285	1689	423	N MC 221378	NE SE	17	
Palute 169	8/31/81	11/5/81	767286	1689	424	N MC 221379	NE	17 16	
Palute #70	8/31/81	11/5/81	767287	1689	425	N HC 221380	NE SE NU	17 8 16	
Palute /71	9/1/81	11/5/81	767288	1689	426	N HC 221381	MA	16	
Palute /72	9/1/81	11/5/81	767289	1689	427	N HC 221382	NW	16	
Paiute /73	9/1/81	11/5/81	767290	1689	428	N HC 221383	MM	16	
Palute 174	9/1/81	11/5/81	767291	1689	429	N HC 221384	NV	16	
Paiute #75	9/2/81	11/5/81	767292	1689	430	N MC 221385	SW	8	
Palute 176	9/2/81	11/5/81	767293	1689	431	N MC 221386	SW	8	
Paiute 177	9/2/81	11/5/81	767294	1689	432	N HC 221387	SW	8	
Paiute #78	9/2/81	11/5/81	767295	1689	433	N MC 221388	NW SW	8	
Paiute 179	9/2/81	11/5/81	767296	1689	434	N HC 221389	ŠE	8	
Palute #80	9/2/81	11/5/81	767297	1689	435	N HC 221390	NE SE NV SV	8 8 8	
Paiute /81	9/2/81	11/5/81	767298	1689	436	N HC 221391	SE	8	
Palute 182	9/2/81	11/5/81	767299	1689	437	N MC 221392	NE SE	8	
Palute #83	9/2/81 .	11/5/81	767300	1689	438	N MC 221393	SE	8	
Palute /84	9/2/81	11/5/81	767301	1689	439	N MC 221394	NE SE	8	
Painte /85	9/1/81	11/5/81	767302	1689	440	N HC 221395	SE	8	
Paiute #86	9/1/81	11/5/81	767303	1689	441	N HC 221396	NE SE	8	75
0-1-1- /97	0/1/91	11/5/81	767304	1689	442	N MC 221397	SE	8	2

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NEVADA STATE OFFICE

BUR. OF LAND MANAGEMENT

CLAIM SUMMARY

CLAIN NAME	LOCATION DATE	DATE	RECORDING RECEP. NO.	DATA BOOK	PAGE	BLM SERIAL NO.	R 2	3 E SEC.	
Palute /88	9/1/81	11/5/81	767305	1689	443	N MC 221398	NE SE	8	
Palute /89	9/1/81	11/5/81	767306	1689	444	N HC 221399	NE	8	
Palute /90	9/1/81	11/5/81	767307	1689	445	N MC 221400	NE	8	
Paiute /91	9/14/81	11/5/81	767308	1689	446	N. HC 221401	NE SE	8 -	

*88 JAN 13 A10:14

NEVADA STATE OFFICE

그렇게 있다면 그 사람들이 가지 않는데 그렇게 되었다. 그는 그리고 있는데 하지 않는데 그는데 그리고 있다면 그리고 있다면 그리고 있다.
STATE OF NEVADA
COUNTY OF WASHOE
On this day of, 1987, before
me a Notary Public, personally appeared Jeles La Marie
, known to me to be the Prevident of
Bristlecone Mining Co., and who acknowledged that he executed the
foregoing instrument being authorized to do so.
LINDA PUGLIESE Notary Public - State of Nevada Appointment Recorded In Washoe County MY APPOINTMENT EXPIRES JUNE 22, 1989 NOTARY
County of York Province of Ontario SS On this 1st day of September, 1987, before
me a Notary Public, personally appeared Garth A.C. Mackae and
Nolan Humphries, known to me to be the Vicebresident and the Treasurer of
Denison Mines (U.S.) Incorporated, and who acknowledged that they
executed the foregoing instrument being authorized to do so.

NOTARY

2525 Sharon Way; Reno, NV 89509; (702) 826-2838

December 14, 1987

Mr. Tom Frizzell
Coordinator - Compliance
Denison Mines Ltd.
Royal Bank Plaza
Suite 3900, South Tower
P.O. Box 40
Toronto, Ontario M5J 2K2
Canada

Dear Mr. Frizzell:

Please find enclosed a copy of the 1986-87 Affidavit Of Annual Assessment Work for the Paiute claims.

We have signed a letter of intent with City Gold of Calgary who are interested in continuing the drill program started by Denison. They will be in touch with you or Don Campbell soon regarding your approval of their involvement in the project.

If you have any questions, feel free to call.

Sincerely,

Dennis S. LaPrairie

encl.

2525 Sharon Way; Reno, NV 89509; (702) 826-2838 Fax (702) 826 9784

FACSIMILE COVER LETTER

Date: <u>Oct 21 88</u>		
Please deliver the following pages to:		
Name: T.F. FRIZZELL	-	
Company: DENISON		
Facsimilie No. (416) 865 0632		
From: DEHNIS LAPRAIRIE		
There are 2 pages to this message (including the	nis page).	

Additional Message:

ASSESSMENT FILMS FOR 87-83 ON
PAINTE CLAIMS AS PER YOUR REQUEST
OF SEPT 27

DENISON MINES LIMITED



SUITE 3900, SOUTH TOWER
P.O. BOX 40

ROYAL BANK PLAZA
TORONTO, ONTARIO, CANADA
M5J 2K2

TEL. 416-865-1991 TELEX 065-24135 TELECOPIER: 416-865-0632

September 27, 1988

Bristlecone Mining Co. 2525 Sharon Way Reno, Nevada 89509

Dear Sirs:

Re: Our Agreement dated July 1, 1987, Paiute Property, Nevada

We are once again performing an inventory of our mineral land holdings and, in that regard, ask if you would please advise us as to the claims under the above agreement remaining in good standing and in which we continue to hold an interest.

As you did last year and after same have been recorded, would you please forward copies of the Affidavits of Annual Assessment Work for such claims.

Thank you.

Yours truly,

DENISON MINES LIMITED

T.F. Frizzell Coordinator Compliance

TFF/bf PAIUTE

DENISON MINES (U.S.) INCORPORATED



1776 LINCOLN STREET · DENVER, COLORADO 80203 303/839-5239

April 6, 1988

Mr. Dennis S. LaPrairie Bristlecone Mining Co. 2525 Sharon Way Reno, Nevada, 89509.

Dear Mr. LaPrairie:

We are enclosing a Notice of Delinquent Account from A & R Mini Storage in Reno. It was my understanding that your company took over the responsibility of this item when you acquired your interest in the Paiute Property.

Please attend to this matter and make the necessary arrangements with A & R Mini Storage for them to invoice you directly in the future.

Yours very truly,

DENISON MINES (U.S.) INCORPORATED

Donald C. Campbell.

DCC:ss

Encl.

c.c. A & R Mini Storage.

A & R MINI STORAGE - Reno,

(702) 322-72

NOTICE	OF	DELINQUENT	ACCOUNT
--------	----	------------	---------

310201

Date:

03-10-88

To: Lessee: DENISON MINES US INC

1776 LINCOLN STE#810 DENVER, CO 80203

RE: Storage Unit # _____102-1475 Terminal way Reno, Nevada 89502

As of this date, your account has a balance due of \$_

75.00 __. This includes:

03-01-88 03-10-88 MONTHLY RENT LATE CHARGE

65.00

10.00

Please send the balance, which will pay your account current through 03-10-88 _____, at the above address by ______OS--25--88__, to avoid further action. _A & R MINI STORAGE

PLEASE TAKE NOTE...Rents are due & payable on the 1st of each month without benefit of statement. If payment isn't received by this office by the 10th of the month, a \$5.00 late charge is assessed.

Mich

\$10.00

Please give this matter your immediate attention.

Respectfully,
A & R MINI STORAGE

2525 Sharon Way; Reno, NV 89509; (702) 826-2838

MEMO: PAIUTE PROPERTY

TO: I. F. Moore

FROM: Bristlecone Mining Co.

DATE: 10/21/87

I. Moore et al will have an exclusive on closing a deal on Bristlecone's Paiute Property from October 21, 1987 through November 11, 1987, in return for \$1,000 U.S. paid by check dated October 27, 1987.

Signatures

I. F. Moore

J. LaPrairie, President, Bristlecone Mining Co.

July La Prairie

up to - \$ 1,000 option - night away - 11/10/67 Emel - back on 26 th - check good 27th - 322 9340 descliker of intent on fint right of - they want 51% - we want 9% carried in terest. first right of refusal up to a visleding Nov. 10/81 exclusive on closure a deal during this period MEMO = PAINTE PREPERTY

TO = I.F. WOORL

FRANCE = 10/21/87 I, Moore et al will have an exclusive I on closing a deal on Bristlecone's Painte Property from Oct. 21/87 th rough Mgv. 11/87, in return for \$ 1000 U.S. paid by cheek loted Oct 27 1987. Signatures. IF Who CA J. Latran Pus. B.M.C.

2525 Sharon Way; Reno, NV 89509; (702) 826-2838

September 3, 1987

Mr. D.C. Campbell V.P. Special Projects Denison Mines Ltd. Royal Bank Plaza Suite 3900, South Tower P.O. Box 40 Toronto, Ontario M5J 2K2 CANADA

Dear Mr. Campbell:

Please find enclosed an initialed copiy of the Paiute Project Option Agreement. Also enclosed are initialed copies of the Memorandum of Agreement which we will record and the Quitclaim Deed to be held in trust until such time as we have earned our 60% interest in the project.

I realize that you have had much more pressing matters than the Paiute Project and thank you for taking the time to finalize the Option Agreement. I am confident that with time, this project will be profitable for both our companies.

Sincerely,

Dennis S. LaPrairie

encl.

DENISON MINES LIMITED



SUITE 3900, SOUTH TOWER
P.O. BOX 40

ROYAL BANK PLAZA
TORONTO, ONTARIO, CANADA
M5J 2K2

TEL. 416-865-1991 TELEX 065-24135

September 1, 1987

Mr. D. S. LaPrairie Bristlecone Mining Co. 2525 Sharon Way Reno, Nevada 89509.

Dear Mr. LaPrairie:

At long last, I am returning the executed copies of the various documents concerning the Paiute Project Option Agreement.

We have made, and initialled, two or three changes which I trust you will find satisfactory. If so, please have these changes initialled on behalf of Bristlecone and return one set of the documents to us.

If you have any questions regarding the changes please let $\ensuremath{\mathsf{me}}$ know.

Yours very truly,

DENISON MINES LIMITED

Donald C. Campbell

Vice President

Special Projects.

DCC:ss Encl.

QUITCLAIM DEED

THIS INDENTURE is made as of the lst day of July,

1987, between DENISON MINES (U.S.) INCORPORATED, a Delaware corporation,

("Grantor"); and BRISTLECONE MINING CO., a Nevada corporation, ("Grantee").

WITNESSETH:

Grantor, in consideration of the sum of TEN DOLLARS (\$10.00)

lawful money of the United States of America paid to it by Grantee,

the receipt of which is hereby acknowledged, has remised, released,

and forever quitclaimed, and by these presents does remise, release,

and forever quitclaim unto the Grantee an undivided sixty percent (60%)

of its right, title and interest in and to the unpatented lode mining claims

situated in Sections 7, 8, 9, 16, 17 and 18, T22N, R23E, MDB&M, Washoe County,

Nevada which are more particularly described in Exhibit A attached hereto.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER with all minerals and veins and lodes of mineral-bearing rock therein and all dips, spurs and angles thereof.

TO HAVE AND TO HOLD all of the right, title and interest of said Grantor in and to said premises, together with the appurtenances, unto the said Grantee, its successors and assigns forever.

7/2

IN WITNESS WHEREOF, the Grantor has hereunto set his hand as of the day and year first above written.

DENISON MINES (U.S.) INCORPORATED

Bv:

By:

County of York

SS.

Province of Ontario

On this 1st day of September, 1987, personally appeared before me, a Notary Public in and for said County and Province, Garth A. C. MacRae and Nolan Humphries, known to me to be the Vice President and the Treasurer respectively of DENISON MINES (U.S.) INCORPORATED and who acknowledged that they executed the foregoing instrument.

Notary



2525 Sharon Way, Reno, Nevada 89509 (702) 826-2838

June 17, 1987

Mr. D.C. Campbell V.P. Special Projects Denison Mines Ltd. Royal Bank Plaza Suite 3900, South Tower P.O. Box 40 Toronto, Ontario M5J 2K2 CANADA

Dear Mr. Campbell:

Please find enclosed two corrected copies of the Paiute Project Option Agreement. Also enclosed are two copies each of the Memorandum of Agreement which we will record and the Quitclaim Deed to be held in trust until such time as we have earned our 60% interest in the project.

Please note that I have changed paragraph 3 of the option agreement to read "a duly executed conveyance of 60% of Denison's interest" rather than the full interest. If these are acceptable to you, please sign one copy of each document, have the documents notarized and returned to us via courier.

Sincerely,

Dennis S. LaPrairie

encl.

HAASE AND HARRIS

ATTORNEYS AND COUNSELORS AT LAW

M. CRAIG HAASE
RICHARD W. HARRIS
NOEL STEPHEN TOPOL
OF COUNSEL
CORINNE J. ANTONE
LANDMAN AND PARALEGAL

6121 LAKESIDE DRIVE
SUITE 240
POST OFFICE BOX 70250
RENO, NEVADA 89570-0250
(702) 825-4300
MULTIFAX (702) 825-4829

June 12, 1987

Mr. Dennis LaPrairie Bristlecone Mining Company 2525 Sharon Way Reno, Nevada 89509

Re: Agreement with Denison Mines

Dear Dennis:

I enclose a "Quitclaim Deed" by which Denison Mines will transfer an undivided 60% interest in the Piaute mining claims to Bristlecone Mining Company.

Please call or write me if you have any questions or comments concerning this document.

Very truly yours,

Rocharlensams

Richard W. Harris

RWH:jl enclosures



2525 Sharon Way, Reno, Nevada 89509 (702) 826-2838

June 1, 1987

Mr. D.C. Campbell V.P. Special Projects Denison Mines Ltd. Royal Bank Plaza Suite 3900, South Tower P.O. Box 40 Toronto, Ontario M5J 2K2 CANADA

Dear Mr. Campbell:

Please find enclosed two signed copies of our proposed option agreement with Denison concerning the Paiute Claims in Washoe County, Nevada. Ted suggested that we prepare the agreement and had three items which he said needed to be addressed.

The first item of concern was that in the event we would back out of the project, Denison would require notice a couple of months in advance of the end of the assessment year so that the assessment work could be done on time. I believe that the provision in the last part of paragraph 9 takes care of this concern. The second item was the liability for reclamation of drill roads (if required). This item is addressed in paragraph 16. The last item concerns the drill core and pulps stored in Reno. We will assume responsibility for these items as specified in paragraph 14.

If this agreement is acceptable to you, please sign one copy on page 9, have the document notarized and returned to us. In addition to one of the copies, would your legal department also send us an executed conveyance of Denison's interest and a memorandum of agreement for recording with Washoe County and the Bureau of Land Management. We also request that you forward to us the maps, photos, fluid inclusion studies etc. which are in the property files as well as a key to the storage shed.

On a final note, has there been any work done on the property between September 1st, 1986 and the present which would apply towards the assessment work for this year?

Sincerely,

Dennis S. LaPrairie



2525 Sharon Way, Reno, Nevada 89509 (702) 826-2838

May 20, 1987

Mr. P.E. Kavanaugh Denison Mines (U.S.) Inc. 1776 Lincoln St., Suite 814 Denver, CO 80203

Dear Ted:

RE: PIUTE CLAIMS - Washoe County, Nevada

This letter will serve as our intent to pursue the acquisition of the Piute Claim Group owned by Denison and situated in the White Horse Mining District of Washoe County, Nevada. Our proposal is as follows:

- 1. Bristlecone agrees to spend a minimum of \$7,500 per year for exploration on the claims.
- 2. Upon the expenditure of \$100,000, we shall have earned an undivided 60% interest in the claims. At our option, we will be entitled to recieve a transfer of the interest to ourselves for recording purposes.
- 3. After we have earned the 60% interest in the claims, further expenditures shall be borne on a 60%/40% basis by ourselves and your company proportionately. In the event of non-participation by either company, the interest of the defaulting company in the Claims can be reduced pursuant to a formula to be mutually agreed upon.
- 4. This agreement will terminate if we fail to expend the minimum amounts specified in paragraph 1 hereof. Further, the agreement may be terminated at the mutual consent of both companies.
- 5. This agreement will be fully assignable.

If this proposal is acceptable to Denison, could you kindly send us a letter of acceptance for our files, and we will proceed with drafting a formal contract.

Yours truly,

Dennis S. LaPrairie

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Agent for Bristlecone Mining Co.

DENISON MINES (U. S.) INCORPORATED



1776 LINCOLN STREET · DENVER, COLORADO 80203 303/839-5239

April 29, 1987

Mr. Dennis LaPrairie Bristlecone Mining Company 2525 Sharon Way Reno, Nevada 89509

Dear Mr. LaPrairie:

As promised, here is the second set of Paiute maps you requested by telephone today.

Mr. Kavanagh will be back in this office next week. In the meantime, please call me if you need more information.

Sincerely,

DENISON MINES (U.S.) INC.

Jamie G. Graf

Administrative Assistant

/jg Enclosures

VIA EXPRESS MAIL