

UTAH WATER QUALITY BOARD

IN THE MATTER OF	:	DOCKET No. UGW09-03-A
DENISON MINES	:	
(USA) CORP.	:	AMENDED
1050 17 th Street, SUITE 950	:	STIPULATED
DENVER, COLORADO 80265	:	CONSENT AGREEMENT

This **STIPULATED CONSENT AGREEMENT (AGREEMENT)** is between **DENISON MINES (USA) CORP. (DUSA)** and the **UTAH WATER QUALITY BOARD (BOARD)**, concerning requirements of the Utah Water Quality Act, (Act) Utah Code Annotated (UCA), including sections 19-5-104, -106, -111 and -115, and in accordance with the Utah Administrative Procedures Act sections 63G-4-101 to -601.

1. The **BOARD** has authority to administer the Utah Water Quality Act.
2. The **CO-EXECUTIVE SECRETARY** of the **BOARD (EXECUTIVE SECRETARY)** will administer the terms and provisions of this **AGREEMENT**. *UCA §19-5-115*.
3. The parties now desire to resolve this matter fully without further administrative proceedings except to the extent provided herein by entering into this **AGREEMENT**.
4. This **AGREEMENT** does not in any way relieve **DUSA** from any other obligation imposed under the Act or any other State or Federal laws, rules and regulations.
5. This **AGREEMENT** amends and adopts the January 27, 2009 Stipulated Consent Agreement (2009 SCA) entered into by the **EXECUTIVE SECRETARY** and **DUSA** (Docket No. UGW09-03).
6. **DUSA** accepts all previously listed facts found in Sections 1 through 5 of the 2009 SCA.
7. Upon execution of this **AGREEMENT**, the **EXECUTIVE SECRETARY** agrees to forgo pursuit of monetary penalties stipulated by the 2009 SCA.
- 8: **DUSA** accepts the following facts and stipulations:
 - A. On January 27, 2009 the **EXECUTIVE SECRETARY** and **DUSA** entered into the 2009 SCA, part of which set forth the following requirements:
 - 1) **DUSA** submit a written Contaminant Investigation Report (CIR) for **EXECUTIVE SECRETARY** review and approval, to among other things, characterize the source(s), physical extent, transfer mechanisms and characteristics of the Nitrate contamination of the shallow aquifer at the White Mesa facility; and
 - 2) If determined by the **EXECUTIVE SECRETARY** that a Corrective Action Plan (CAP) is required to address and resolve the Nitrate contamination, **DUSA** would then enter into a new SCA for submittal of a CAP, for **EXECUTIVE SECRETARY** review and approval. Said CAP would be required to set forth required performance

standards and an implementation schedule for groundwater corrective actions.

- B. Pursuant to Item 6.A of the 2009 SCA, **DUSA** submitted to the **EXECUTIVE SECRETARY** a CIR which had been prepared by their consultant INTERA, INC. The CIR was dated December 30, 2009 and entitled "Nitrate Contamination Investigation Report White Mesa Uranium Mill Site Blanding, Utah" (2009 CIR).
 - C. On October 5, 2010 the **EXECUTIVE SECRETARY** issued a Notice of Additional Required Action (NARA) letter that notified **DUSA** of the **EXECUTIVE SECRETARY'S** determination that the 2009 CIR was incomplete and that, as a result of this determination, under Item 7.C of the 2009 SCA, **DUSA** was to remedy such omissions in the 2009 CIR.
 - D. On December 20, 2010 **DUSA** and the **EXECUTIVE SECRETARY** entered into a Tolling Agreement (Tolling Agreement (Rev. 0)) to defer any monetary penalties that might accrue under the 2009 SCA, and provide a time period (Tolling Period) for completion of the following items:
 - 1) **DUSA** was required to prepare and submit a plan and schedule (Plan and Schedule) by which to conduct additional investigations to resolve open issues identified in the October 5, 2010 NARA. Said Plan and Schedule was to be submitted to the **EXECUTIVE SECRETARY** on or before February 15, 2011,
 - 2) The **EXECUTIVE SECRETARY** was to provide his initial comments on the Plan and Schedule on or before March 15, 2011, and **DUSA** and the **EXECUTIVE SECRETARY** would cooperate to finalize the Plan and Schedule as expeditiously thereafter as reasonably practicable, and
 - 3) **DUSA** and the **EXECUTIVE SECRETARY** would cooperate to negotiate and finalize and execute a revised or replacement Stipulated Consent Agreement (SCA) that incorporates the Plan and Schedule, as soon as reasonably practicable after the Plan and Schedule has been finalized and approved by the **EXECUTIVE SECRETARY**.
- In addition, the Tolling Agreement (Rev. 0) required that:
- 1) The Tolling Period be extended from January 4, 2010 (submittal of the 2009 CIR to the **EXECUTIVE SECRETARY**) until April 30, 2011; and
 - 2) The revised or replacement SCA include a provision to the effect that **DUSA** pay the **EXECUTIVE SECRETARY** reasonable fees for consulting services rendered by the URS Corporation (URS) for review of both the Plan and Schedule and the Revised CIR.
- E. Pursuant to the Tolling Agreement (Rev. 0), **DUSA** submitted a Plan and Schedule on February 14, 2011 and a revised Plan and Schedule on February 18, 2011, and by agreement of both parties, the **EXECUTIVE SECRETARY** provided his comments on the revised Plan and Schedule on March 21, 2011.
 - F. In an April 20, 2011 meeting, **DUSA** and the **EXECUTIVE SECRETARY** agreed that the Plan and Schedule to conduct additional nitrate investigations would be composed of

at least four (4) and possibly five (5) phases of study, including:

- 1) Phase 1A through C – including geoprobe drilling, and soil sampling / analysis of soils to investigate:
 - a) Possible natural nitrate salt reservoir in the vadose zone beyond the mill site area (Phase 1A);
 - b) Potential nitrate sources in the mill site area (Phase 1B); and
 - c) Other potential nitrate sources (Phase 1C).
 - 2) Phase 2 – including groundwater quality sampling and analysis of existing monitoring wells for non-isotopic analytes.
 - 3) Phase 3 – including deep bedrock core sampling / analysis of possible natural nitrate reservoir and potential nitrate source locations, with similar objectives as Phases 1A through C.
 - 4) Phase 4 – including stable isotopic sampling / analysis of groundwater in existing monitoring wells. Details of this investigation were to be determined at a later date, and approved by both parties.
 - 5) Phase 5 – including stable isotopic sampling / analysis of soil/core samples, if needed.
- G. On April 28, 2011, **DUSA** and the **EXECUTIVE SECRETARY** entered into a Revised Tolling Agreement (Tolling Agreement (Rev. 1), to extend the Tolling Period through June 30, 2011 and adopt the agreements made in the April 20, 2011 meeting. Under the Tolling Agreement (Rev. 1), **DUSA** agreed to submit a Revised Phase 1 (A through C) Work Plan on or before May 6, 2011 and a Revised Phase 2 through 5 Work Plan and Schedule on or before June 3, 2011.
- H. Pursuant to the Tolling Agreement (Rev. 1), **DUSA** submitted a May 6, 2009 Revised Phase 1 (A through C) Work Plan and Schedule for the Phase 1 A – C investigation prepared by INTERA, for **EXECUTIVE SECRETARY** review. On May 11, 2011, the DRC: 1) provided via email, comments on the May 6, 2011 INTERA document, which included a May 11, 2011 URS memorandum, and 2) requested that **DUSA** resolve all DRC comments before initiation of field activities.
- I. All comments were resolved, and **DUSA** conducted field and laboratory work for the Phase 1A-C study in May and June, 2011.
- J. Pursuant to the Tolling Agreement (Rev. 1), **DUSA** submitted a June 3, 2011 Revised Phase 2 through 5 Work Plan and Schedule (Phase 2 – 5 Work Plan), prepared by INTERA, for **EXECUTIVE SECRETARY** review. In a letter dated June 23, 2011 DRC provided comments on this **DUSA** document in the form of a URS memorandum, dated June 23, 2011. In the June 23, 2011 letter, the **EXECUTIVE SECRETARY** advised **DUSA** that in order to revise the 2009 SCA 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 the Tolling Agreement (Rev. 1).
- K. On June 30, 2011, **DUSA** and the **EXECUTIVE SECRETARY** entered into a Revised Tolling Agreement [Tolling Agreement (Rev. 2)] to extend the Tolling Period to August

31, 2011, in order to facilitate the revision of the Phase 2 through 5 Work Plan to provide the level of detail required to construct a replacement SCA.

- L. Pursuant to the Tolling Agreement (Rev.2), **DUSA** submitted a separate July 1, 2011 detailed Work Plan and Quality Assurance Plan ("QAP") for the Phase 2 investigation only (Phase 2 Plan, Revision 0). **EXECUTIVE SECRETARY** comments on this document were provided in a July 7, 2011 DRC letter to **DUSA**.
- M. Pursuant to the Tolling Agreement (Rev. 2), **DUSA** provided a revised July 12, 2011 Phase 2 QAP and Work Plan (Phase 2, Revision 1.0). DRC conditionally approved this document in a letter dated July 18, 2011.
- N. On August 1 and 2, 2011 **DUSA** submitted by email preliminary laboratory results for the Phase 1A-C study to the **EXECUTIVE SECRETARY**.
- O. Pursuant to the Tolling Agreement (Rev. 2), in a submittal dated August 4, 2011, **DUSA** provided a revision to the Phase 2 – 5 Work Plan (Phase 2-5 Work Plan, Revision 1.0), prepared by INTERA, for **EXECUTIVE SECRETARY** review. DRC comments on the Phase 2-5 Work Plan, Revision 1.0 and on the August 1, 2011 preliminary laboratory results for the Phase 1A-C study, were provided to **DUSA** on August 11, 2011 as part of: 1) a conference call, and 2) a DRC email, which included an August 11, 2011 URS memorandum (August 11, 2011 URS Memo).
- P. Under a cover letter dated August 18, 2011, **DUSA** submitted a revised Phase 2-5 Work Plan (Phase 2-5 Work Plan, Revision 2.0) for **EXECUTIVE SECRETARY** review, in response to the comments provided to **DUSA** on August 11, 2011, in accordance with the Tolling Agreement (Rev. 2).
- Q. In an August 25, 2011 DRC letter, the **EXECUTIVE SECRETARY** advised that:
 - 1) per review of the Phase 2-5 Work Plan, Revision 2.0, the **EXECUTIVE SECRETARY** has determined it evident that a finalized Plan and Schedule, that meets the satisfaction of the **EXECUTIVE SECRETARY**, and which would allow the preparation of a replacement SCA, is not possible at this time;
 - 2) based on the identified deficiencies in the Phase 2-5 Work Plan, Revision 2.0, the development of a replacement SCA for continued contaminant investigation activities is not supported, and
 - 3) based on the August 1, 2011 **DUSA** preliminary results of Phases 1A through 1C, it appears that it will be extremely difficult for **DUSA** to demonstrate that the White Mesa Mill Site has not caused at least part of the contamination found in the nitrate and chloride plume(s) beneath the mill.
- R. At a meeting between **DUSA** and DRC representatives on August 29, 2011 to discuss the **EXECUTIVE SECRETARY**'s August 25, 2011 findings related to the Phase 2-5 Work Plan Rev. 2.0, and the approach forward, the parties agreed to the following:
 - 1) After over two years of investigation it has been determined that there are site conditions that make it difficult to determine the source(s) of the contamination at

- the White Mesa site;
- 2) As a result, resources will be better spent in developing a CAP in accordance with UAC R317-6-6.15(D), rather than continuing with further investigations as to the source(s) of the contamination;
 - 3) The **EXECUTIVE SECRETARY** and **DUSA** agree that activities related to the White Mesa Nitrate CIR will cease and that conclusions regarding the nitrate ground water contamination source(s) will remain unresolved and undetermined.
 - 4) The **EXECUTIVE SECRETARY** has determined that a CAP is required at the **DUSA** White Mesa facility, pursuant to UAC R317-6-6.15(C)(1);
 - 5) **DUSA** agrees to develop, secure **EXECUTIVE SECRETARY** approval, and implement a CAP;
9. Based on the above facts and findings, **DUSA** and the **EXECUTIVE SECRETARY** acknowledge that it has not been possible to date to determine the source(s), cause(s), attribution, magnitudes of contribution, and proportion(s) of the local nitrate and chloride in groundwater, and thereby cannot eliminate Mill activities as a potential cause, either in full or in part, of the contamination. As a result, **DUSA** and the **EXECUTIVE SECRETARY** agree that resources will be better spent in developing a CAP in accordance with UAC R317-6-6.15(D), rather than continuing with further investigations as to the source(s) and attribution of the groundwater contamination.
10. The **EXECUTIVE SECRETARY** has therefore determined, and **DUSA** agrees, that **DUSA** will submit a CAP, pursuant to the requirements of the Utah Ground Water Quality Protection Rules [UAC R317-6-6.15(C - E)].
11. **DUSA** agrees to:
- A. Submit a CAP for **EXECUTIVE SECRETARY** review and approval, on or before November 30, 2011 that meets the CAP related requirements of UAC R317-6-6.15(D.2, 3 and E). The CAP will include at least 3 Phases of activity, as set out below:
 - 1) Phase I - to include a control for the soil contamination observed at the Ammonium Sulfate Crystal Tanks, a potential source of groundwater contamination. Pursuant to UAC 317-6-6.15 (E)(4)(b) this control will include at a minimum:
 - a) Determine, to the satisfaction of the Executive Secretary, the physical extent of the soil contamination observed at the Ammonium Sulfate Crystal Tanks near borings GP-25B (Nitrate + Nitrite (as N) 1,530 mg/kg-dry at depth of 6 feet) and GP-26B (Ammonia (as N) 1,590 mg/kg-dry at a depth of 16 feet) that were part of the Phase IB nitrate investigation. Such effort shall include an estimate of the volume (the "Contaminated Soil Volume") of the contaminated soils down to but not including bedrock, and an estimate of the surface area (the "Contaminated Surface Area") at or above the estimated location of the Contaminated Soil Volume; and
 - b) Either:
 - (i) Submit a Plan and Schedule on or before January 1, 2012, for **EXECUTIVE SECRETARY** approval, to cover the Contaminated

Surface Area with at least six inches of concrete, to the extent not already covered by concrete or existing buildings, so as to prevent infiltration of surface water into the contaminated soils; and/or

- (ii) Submit a Plan and Schedule on or before January 1, 2012, for **EXECUTIVE SECRETARY** approval, to remove the Contaminated Soil Volume and dispose of such contaminated soils in the Mill's tailings impoundments.

If **DUSA** chooses to cover the Contaminated Surface Area with concrete, as contemplated by subparagraph (i), above, **DUSA** will remove the Contaminated Soil Volume at a later date on or prior to site closure, and will submit a revised surety estimate on or before March 4, 2012 to include future costs to remove the Contaminated Soil Volume.

- 2) Phase II - to include near term active remediation of the nitrate contamination by pumping contaminated water into the Mill's tailings cells for disposal. Said phase shall also include: 1) the development, implementation, operation, and monitoring requirements for a pumping well network designed to contain and hydraulically control the nitrate groundwater plume to maintain concentrations at or below the Utah Groundwater Quality Standard (10 mg/L), i.e., prevent physical expansion of said plume, and 2) monitoring of chloride concentrations. **DUSA** will demonstrate hydraulic containment and control of the nitrate groundwater plume in the vicinity of the mill site, to the satisfaction of the **EXECUTIVE SECRETARY**. The CAP will address any required increases to the surety for the Phase II activities, in accordance with Item 11.E below.
- 3) Phase III - to include a comprehensive long term solution for the nitrate groundwater contamination at the White Mesa Mill Site. This phase will not be determined at the outset, but will be undertaken at a later date after public participation and **EXECUTIVE SECRETARY** approval. Phase III may include, but is not limited to: continuation of Phases I and II activities alone or in combination with monitored natural attenuation, evaluation of additional remediation and monitoring technologies / techniques, determination of any additional hydrogeologic characterization, groundwater contaminant travel times and directions, determination of ultimate points of exposure to the public and/or wildlife, appropriate risk analysis, a cost / benefit analysis, and the possible development of and petition to the **BOARD** for alternate corrective action concentration limits pursuant to UAC R317-6-6.15(G).

It is expected that the CAP will not specify the details of Phase III, at this time. Any Phase III preliminary plan and schedule for the evaluation of alternatives, for the completion of any further studies, analyses, applications and petitions, and for the ultimate definition of Phase III, may be proposed by **DUSA** at a later date, after completion of such studies and evaluations, followed by submittal of a proposed CAP revision to the **EXECUTIVE SECRETARY**. Upon satisfactory review, the **EXECUTIVE SECRETARY** will solicit public participation and may modify the CAP pursuant to UAC R317-6-6.15(D and E). Until such time, the activities of the Phase I and Phase II remediation will continue as stipulated in

the approved CAP.

The CAP is not intended to address contamination located outside the Mill's restricted area and that is not contiguous with groundwater contamination inside the Mill's restricted area. The CAP will therefore evaluate which of the existing monitoring wells will be maintained and which wells (including certain upgradient and off-site wells) can be abandoned, subject to prior **EXECUTIVE SECRETARY** approval.

B. At a minimum, the CAP shall meet all of the requirements found in UAC R317-6-6.15(D)(2) and (3), including but not limited to, an affirmative and defensible demonstration of the following findings [pursuant to UAC R317-6-6.15(E)]:

- 1) Completeness and accuracy of the CAP.
- 2) That the action is protective of public health and the environment, including consideration of future impacts of the nitrate pollution on land and water resources not owned and controlled by **DUSA**.
- 3) That the corrective action shall meet the State Ground Water Quality Standards, pursuant to UAC R317-6-6.15(F). Alternatively, **DUSA** may petition the **BOARD** for approval of an Alternate Corrective Action Concentration Limit as part of the CAP, pursuant to UAC R317-6-6.15(G).
- 4) That the action will produce a permanent effect.
- 5) That the action meets any other additional measure required by the **EXECUTIVE SECRETARY** under UAC R317-6-6.15(E)(5). These additional measures shall include, but are not limited to:
 - a) Remediation guidance found in the April, 2004 EPA Handbook of Groundwater Protection and Cleanup Policies for RCRA Corrective Action (EPA530-R-04-030) or equivalent, to the extent applicable, as determined by the **EXECUTIVE SECRETARY**;
 - b) Determination of corrective action performance standards, objectives, and criteria for groundwater remediation system design, construction, operations and/or maintenance, as approved by the **EXECUTIVE SECRETARY** in accordance with applicable regulations;
 - c) Determination of long term operation, maintenance, system performance and groundwater quality monitoring requirements to evaluate effectiveness of the approved corrective action(s), at a frequency, and by methods approved by the **EXECUTIVE SECRETARY**;
 - d) Submittal of written quarterly **DUSA** reports of pumping and monitoring well system performance and groundwater quality monitoring information for **EXECUTIVE SECRETARY** review and approval. In the event that additional information is required of any report, **DUSA** shall respond to and provide a Plan and Schedule for **EXECUTIVE SECRETARY** approval to resolve all issues / concerns within 30 calendar days of receipt of written **EXECUTIVE**

SECRETARY notice;

- e) Timely **DUSA** verbal and written notification of process or equipment failures, and corrective actions taken, or a timely schedule by which corrective action will be taken to return the facility to full compliance with CAP performance standards, objectives, and criteria; and
 - f) Periodic **DUSA** review, summation, and report submittal, for **EXECUTIVE SECRETARY** approval, to demonstrate if the approved corrective action is protective of public health and the environment. The interval of said report period shall not exceed five (5) years. In the event that additional information is required, **DUSA** shall respond to and provide a Plan and Schedule for **EXECUTIVE SECRETARY** approval to resolve all issues / concerns within 30 calendar days of receipt of written **EXECUTIVE SECRETARY** notice.
- C. Participate with the **EXECUTIVE SECRETARY** in a public comment period and public meetings to present information and receive public input or response regarding the CAP, pursuant to UAC R317-6-6.15(E). Said meetings will be held at a location and time determined by the **EXECUTIVE SECRETARY**.
- D. Within 30 calendar days of the **EXECUTIVE SECRETARY'S** approval of the CAP, pursuant to UAC R317-6-6.15(E), **DUSA** shall commence implementation and execution of all corrective actions required under a future **CONSENT ORDER** to be issued by the **EXECUTIVE SECRETARY** that incorporates the approved CAP.
- E. Within 60 calendar days of the **EXECUTIVE SECRETARY'S** issuance of a future **CONSENT ORDER** regarding the approved CAP, pursuant to UAC R317-6-6.15(E), **DUSA** shall submit a revised Reclamation Plan and financial surety cost estimate (Revised Surety), for **EXECUTIVE SECRETARY** review and approval. Said Revised Surety shall:
- 1) be for the groundwater corrective action, with the surety sufficient to recover the anticipated cost and time frame for achieving compliance, before the land is transferred to the federal government for long-term custody. At a minimum, the **DUSA** surety shall:
 - a) Provide for all costs for Phases I and II of the approved CAP for a period of time until **EXECUTIVE SECRETARY** approval of Phase III of the CAP to restore groundwater to the established site specific groundwater cleanup standards pursuant to UAC R317-6-6.15 before the site is transferred to the federal government for long-term custody; and
 - b) Address and resolve any required future adjustments to the Surety for Phase II activities specified in the approved CAP that are consistent with the foregoing; and
 - 2) Comply with all other requirements mandated by the Utah Radioactive Materials License No. UT 1900479, including, but not limited to Condition 9.5.
- F. Reimburse the **EXECUTIVE SECRETARY** for reasonable costs incurred for:

- 1) Consulting services rendered by URS for review of the CAP, including any document submitted to the **EXECUTIVE SECRETARY** under Item 11 of this **AGREEMENT** prior to and in connection with approval of the CAP. The costs shall be based on estimates approved in advance by both **DUSA** and the **EXECUTIVE SECRETARY**; and
 - 2) All future costs incurred by the **EXECUTIVE SECRETARY** or his staff, in review and administration of the CAP, and all future compliance activities related to the **CONSENT ORDER**, as required by the current fee schedule set by the Utah Legislature, presently reflected in SB 2, 2011, and subject to annual reevaluation by the Utah State Legislature. Presently, this rate is \$90.00 per hour.
12. If, after review of either the CAP (Items 11.A and 11.B) or Revised Surety (Item 11.D), the **EXECUTIVE SECRETARY** determines additional information is needed, **DUSA** shall provide all requested information within a reasonable period of time, as specified by the **EXECUTIVE SECRETARY**, after receipt of written notice from the **EXECUTIVE SECRETARY**.
13. **DUSA** agrees to pay stipulated penalty amounts for non compliance with this **AGREEMENT**. If **DUSA** fails to comply with the terms in Item 11.A or 11.B, above, **DUSA** agrees to pay the stipulated amounts set forth below within 30 calendar days of written demand by the **EXECUTIVE SECRETARY**:
- A. If **DUSA** fails to submit a CAP for **EXECUTIVE SECRETARY** review and approval by the deadline specified in Item 11.A, **DUSA** will pay stipulated penalties in the amount of \$1,250 per calendar day, pursuant to UAC R317-1-8-8.3, Category C.
 - B. If the **EXECUTIVE SECRETARY** determines that the CAP has omitted any information, content requirements, or failed to meet the performance standards or objectives mandated by Items 11.A or 11.B, the **EXECUTIVE SECRETARY** will so advise **DUSA** by written notice and **DUSA** will remedy such omission or failure within a deadline determined by the **EXECUTIVE SECRETARY**. If **DUSA** fails to remedy such omission or failure by the deadline determined by the **EXECUTIVE SECRETARY**, **DUSA** will pay stipulated penalties in the amount of \$2,000 per calendar day for every day after such period that the CAP remains incomplete, pursuant to UAC R317-1-8-8.3, Category C.
 - C. If **DUSA** fails to submit the Revised Surety cost estimate by the deadline in Item 11.E, **DUSA** will pay stipulated penalties in the amount of \$ 2,000 per calendar day, pursuant to UAC R317-1-8-8.3, Category C.
14. **DUSA** agrees to pay any required penalties within 30 calendar days of written notice from the **EXECUTIVE SECRETARY**, in the form of a check, made payable to the State of Utah, and delivered or mailed to:

Mail Address:

Division of Radiation Control
Utah Department of Environmental Quality
P.O. Box 144850
Salt Lake City, Utah 84114-4850

Street Address:

Division of Radiation Control
Utah Department of Environmental Quality
195 North 1950 West
Salt Lake City, Utah 84114-4850

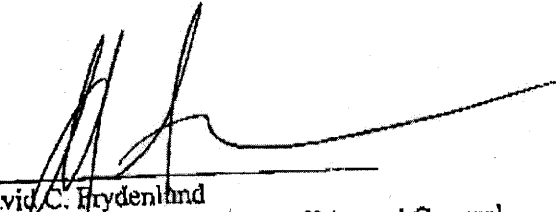
15. **DUSA** agrees to pay the **EXECUTIVE SECRETARY** for services rendered under Item 11.F, above, within 30 calendar days of receipt of written invoice. Payment will be made in accordance with the requirements of Item 14, above.
16. The **BOARD** will view completion of the requirements as outlined in this **AGREEMENT** as compliance with both this **AGREEMENT** and the 2009 SCA.
17. The deadlines stipulated in Item 11, above and elsewhere in this **AGREEMENT** may be amended by prior written mutual agreement of the parties. The party requesting the amendment must write to the other party 14 calendar 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 calendar days.
18. Nothing contained in this **AGREEMENT** shall preclude the **BOARD** from taking additional actions to include additional penalties against **DUSA** for permit violations not resolved by this **AGREEMENT**.
19. If an agreement between **DUSA** and the **EXECUTIVE SECRETARY** cannot be reached in a dispute arising under any provision of this **AGREEMENT**, **DUSA** or the **EXECUTIVE SECRETARY** may commence a proceeding with the **BOARD** under the *Administrative Procedures Act* to resolve the dispute. A final decision in any adjudicative proceeding shall be subject to judicial review under applicable state law.
20. Nothing in this **AGREEMENT** shall constitute a waiver by **DUSA** to raise in defense any legal or factual contention for future allegations of noncompliance.
21. Nothing in this **AGREEMENT** shall constitute or be considered as a release from any claims, to include natural resource damage claims, cause of action, or demand in law or equity which the **STATE** may have against **DUSA**, or any other person, firm, partnership or corporation for any liability arising out of or relating in any way to the release of pollutants to waters of the State.
22. While the **BOARD** is presently not considering additional enforcement actions for any past or ongoing violations, nothing in this **AGREEMENT** shall preclude the **BOARD** from taking such actions to include other penalties against **DUSA** for violations of the ACT or permit violations not resolved by this **AGREEMENT**.

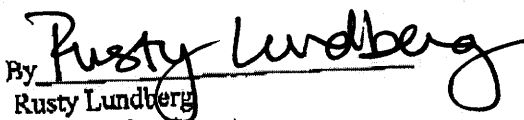
AGREED to this 30th day of September, 2011.

DENISON MINES (USA) CORP.

UTAH WATER QUALITY BOARD

09/30/2011 14:07 FAX 8015388111

By 
David C. Hydenlund
Vice President, Regulatory Affairs and Counsel

By 
Rusty Lundberg
Co-Executive Secretary