

## ACQUISITION AGREEMENT

### ATHABASCA URANIUM EXPLORATION ASSETS

**THIS AGREEMENT** is dated as of the 26th day of November, 2024.

**BETWEEN:**

**DENISON MINES CORP.**, a company incorporated pursuant to the laws of Ontario ("**Denison**")

**AND:**

**COSA RESOURCES CORP.**, a company incorporated pursuant to the laws of British Columbia ("**Cosa**")

**WHEREAS:**

A. Denison holds interests in a grouping of exploration claims known as the Murphy Lake North, Packrat, and Darby properties in the Athabasca Basin of Saskatchewan, covering 21,221.97 hectares, more particularly described in Schedule A to this Agreement (the "**Properties**"); and

B. Denison has agreed to sell certain interests in and to the Properties to Cosa on the terms described herein.

**THEREFORE** in consideration of the mutual covenants and agreements in this Agreement, the parties agree as follows:

**1. Definitions and Interpretation**

1.1 For the purposes of this Agreement:

- (a) "**Affiliate**" means any person, partnership, joint venture, corporation or other form of enterprise which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement; and for purposes hereof, "**control**" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise;
- (b) "**Agents**" mean employees, agents, workmen, contractors and consultants;
- (c) "**Common Shares**" means the common shares in the capital of Cosa;
- (d) "**Conditional Period**" means the period of time from the Effective Date to the fifth anniversary of the Effective Date, subject to the earlier completion, abandonment or termination of the Property Interest acquisitions described in this Agreement;
- (e) "**Consideration Shares**" means the Effective Date Consideration Shares and any Deferred Consideration Shares;
- (f) "**Darby Option Period**" means the period starting on the Effective Date and ending on or before June 30, 2029;
- (g) "**Darby Property**" means the property interests and claims more particularly described in Schedule A to this Agreement as the Darby Property and any renewals, extensions or replacements thereof;

- (h) **“Deferred Consideration Shares”** has the meaning given to it in Section 2.6(a);
- (i) **“Effective Date”** means the date the acquisitions described in sections 2.1, 2.2 and 2.3 have been made effective in accordance with the terms of this Agreement, being a date upon which Denison and Cosa agree which shall not be later than January 31, 2025;
- (j) **“Effective Date Consideration Shares”** has the meaning given to it in Section 2.4(a);
- (k) **“Encumbrances”** mean any and all mortgages, pledges, security interests, liens, charges, encumbrances, royalties, contractual obligations and claims of others, recorded and unrecorded, registered and unregistered, excluding the encumbrances set forth in Schedule A;
- (l) **“Environmental Laws”** means any and all federal, provincial and local laws, statutes, regulations, ordinances, bylaws, orders, permits, licences and approvals presently in effect or subsequently enacted that regulate or provide liabilities or obligations in relation to mining, mine development and mineral exploration or the existence, use, production, manufacture, processing, distribution, transport, handling, storage, removal, treatment, disposal, emission, discharge, migration, seepage, leakage, spillage or release of Hazardous Substances or the construction, alteration, use or operation, demolition or decommissioning of any facilities or other real or personal property in relation to the foregoing or otherwise in relation to the protection and preservation of the life, health or safety of persons, or to the protection and preservation of the environment, including but not limited to air, soil, surface water, ground water, wildlife or personal or real property;
- (m) **“Environmental Liabilities”** means any and all costs, expenses, damages, losses and liabilities of whatsoever kind, direct or indirect, including but not limited to fines, penalties, settlements, interest, property damage and economic loss and costs and expenses incurred for investigation, study and monitoring and removal, treatment, storage, disposal, remediation, clean-up, abatement, reclamation or other activities, for breach of or failure to comply with, or otherwise suffered or incurred under, or incurred in order to comply with, any and all Environmental Laws, whether statutory, in contract or in tort, including negligence and strict liability, or howsoever otherwise, pertaining to the Properties;
- (n) **“Equity Financing”** means a public offering or private placement of Common Shares, other voting or equity shares of Cosa or securities exchangeable for or convertible into Common Shares or such other voting or equity shares of Cosa;
- (o) **“Exchange”** means the TSXV, or such other recognized stock exchange, such as the Toronto Stock Exchange, TSX Venture Exchange, NASDAQ, New York Stock Exchange or NYSE American, upon which the Common Shares are listed for trading;
- (p) **“Expenditures”** means all direct and indirect expenses of or incidental to Operations, together with any and all costs, fees and expenses that may be paid to obtain feasibility, engineering or other studies or reports on or with respect to the Properties;
- (q) **“Floor Price”** means the last closing price of the Common Shares on the TSXV before the issuance of the news release announcing this Agreement, less a maximum 25% discount;
- (r) **“Hazardous Substance”** means any substance or material that is or becomes prohibited, controlled or regulated by any federal, provincial, municipal, local or other level of government or any government agency, body, corporation, organization, department, official or authority responsible for administering or enforcing any law and includes any toxic substance, waste and dangerous goods;

- (s) **“Investor Rights Agreement”** means the investor rights agreement between Denison and Cosa substantially in the form appended as Schedule C to this Agreement;
- (t) **“Joint Venture”** means the joint venture in respect of each Property to be formed between Denison and Cosa, or their respective Affiliates;
- (u) **“Joint Venture Agreement”** means the joint venture agreement between the Parties substantially in the form appended as Schedule B to this Agreement;
- (v) **“Losses”** mean actual losses, liabilities, damages, injuries, costs or expenses;
- (w) **“Murphy Lake North Property”** means the property interests and claims more particularly described in Schedule A to this Agreement as the Murphy Lake North Property and any renewals, extensions or replacements thereof;
- (x) **“Murphy Option Period”** means the period starting on the Effective Date and ending on or before December 31, 2027;
- (y) **“Operations”** means any and every kind of work completed by or on behalf of Cosa on the Properties during the Conditional Period pursuant to programs and budgets approved in accordance with the applicable Joint Venture Agreements;
- (z) **“Option Period”** means, with respect to the Murphy Lake North Property, the Murphy Option Period and, with respect to the Darby Property, the Darby Option Period;
- (aa) **“Packrat Property”** means the property interests and claims more particularly described in Schedule A to this Agreement as the Packrat Property and any renewals, extensions or replacements thereof;
- (bb) **“Person”** means any individual, partnership, company, corporation, unincorporated association, person, government or governmental agency, authority or entity howsoever designated or constituted;
- (cc) **“Processing Facilities”** means any mill, ore concentrator, smelter, refinery or other processing facility through which the Produced Uranium from the applicable Darby Property claim is processed;
- (dd) **“Produced Uranium”** means any and all uranium in whatever form or state that is mined, produced, extracted or otherwise recovered from the applicable Darby Property claim;
- (ee) **“Production Date”** means the date on which aggregate Produced Uranium produced from the processing of ore mined, produced, extracted or otherwise recovered from a Darby Property claim through the Processing Facilities reaches 500,000 pounds;
- (ff) **“Properties”** means the Darby Property, the Murphy Lake North Property, and the Packrat Property;
- (gg) **“Property Interests”** means the undivided 100% legal and beneficial interest in and to each of the Properties;
- (hh) **“Royalty Agreement”** means the royalty agreement in the form set out in Schedule D or such other form as the Parties may mutually agree;
- (ii) **“Subsequent Equity Offering”** means an Equity Financing conducted by Cosa after the Effective Date;

- (jj) **“Transfer”** when used as a verb, means to sell, grant, assign, encumber, pledge or otherwise commit or dispose of, directly or indirectly, including through mergers, consolidations or asset purchases. When used as a noun, **“Transfer”** means a sale, grant, assignment, pledge or disposal or the commitment to do any of the foregoing, directly or indirectly, including through mergers, consolidations or asset purchases; and
- (kk) **“TSXV”** means the TSX Venture Exchange.

1.2 For the purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) **“this Agreement”** means this agreement and all Schedules attached hereto;
- (b) any reference in this Agreement to a designated **“section”**, **“Schedule”**, **“paragraph”** or other subdivision refers to the designated section, schedule, paragraph or other subdivision of this Agreement;
- (c) the words **“hereto”**, **“herein”**, **“hereof”** and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not to any particular section or other subdivision of this Agreement;
- (d) the word **“including”**, when following any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as **“without limitation”** or **“but not limited to”** or words of similar import) is used with reference thereto but rather refers to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- (e) any reference to a statute includes and, unless otherwise specified herein, is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding such statute or such regulation;
- (f) any reference to **“Party”** or **“Parties”** means Denison, Cosa, their respective Affiliates or all, as the context requires;
- (g) the headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement;
- (h) words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa and **“shall”** has the same meaning as the word **“will”**;
- (i) all references to business days are to days excluding Saturdays, Sundays and banking holidays in the Province of Ontario, the Province of British Columbia and/or the Province of Saskatchewan;
- (j) all amounts and sums of money payable hereunder shall be paid in lawful money of Canada and sums of money referred to in this Agreement are expressed in terms of Canadian dollars unless otherwise expressly indicated; and
- (k) when calculating the period of time within which or following which any act is to be done or step is to be taken pursuant to this Agreement, the date which is the reference date in

calculating such period shall be excluded. If the last day of such period is a non-business day, the period in question shall end on the next business day.

1.3 The following are the Schedules to this Agreement, and are incorporated into this Agreement:

Schedule A	The Properties
Schedule B	Form of Joint Venture Agreement
Schedule C	Form of Investor Rights Agreement
Schedule D	Form of Royalty Agreement

1.4 Wherever any term or condition, expressed or implied, in any of the Schedules conflicts or is at variance with any term or conditions of this Agreement, the terms or conditions of this Agreement will prevail.

## 2. The Acquisitions and Future Obligations

2.1 Darby Property. On the Effective Date, Denison sells to Cosa, and Cosa acquires, a 70% interest in the Darby Property, subject to satisfaction of the conditions in Sections 2.4 and 2.5.

2.2 Murphy Lake North Property. On the Effective Date, Denison sells to Cosa, and Cosa acquires, a 70% interest in the Murphy Lake North Property, subject to satisfaction of the conditions in Sections 2.4 and 2.5.

2.3 Packrat Property. On the Effective Date, Denison sells to Cosa, and Cosa acquires, a 70% interest in the Packrat Property, subject to satisfaction of the conditions in Sections 2.4 and 2.5.

2.4 The acquisitions described in sections 2.1, 2.2 and 2.3 are all conditional upon satisfaction of the following conditions in favour of Denison:

- (a) the payment to Denison of 14,195,506 Common Shares on or prior to the Effective Date (the "**Effective Date Consideration Shares**");
- (b) the execution and delivery of the Investor Rights Agreement by Cosa;
- (c) the execution and delivery of a Joint Venture Agreement for each Property by Cosa;
- (d) the execution and delivery of a Royalty Agreement for each Property by Cosa;
- (e) the appointment, and retention during the Conditional Period, by Cosa of a paid technical advisor to support uranium exploration and development efforts, and: (i) such appointee shall be selected by Denison subject to Cosa's approval, such approval not to be unreasonably withheld or delayed, (ii) if such appointee resigns or is terminated, Cosa will use commercially reasonable efforts to appoint a new technical advisor selected by Denison within 45 days of the prior appointee's departure, (iii) the compensation of such technical advisor is to be reasonably consistent with Cosa's other paid technical advisors as at the Effective Date, but will not exceed \$40,000 per year, and (iv) such appointee must be a Registered Professional Geoscientist;
- (f) the representations and warranties of Cosa contained herein are true and correct in all material respects as of the Effective Date, except to the extent that such representations and warranties relate to an earlier date; and

- (g) all covenants of Cosa contained in this Agreement required to have been performed or complied with on or before the Effective Date have been performed or complied with; and

2.5 The acquisitions described in sections 2.1, 2.2 and 2.3 are all conditional upon satisfaction of the following conditions in favour of Cosa:

- (a) the execution and delivery of the Investor Rights Agreement by Denison;
- (b) the execution and delivery of a Joint Venture Agreement for each Property by Denison;
- (c) the execution and delivery of a Royalty Agreement for each Property by Denison;
- (d) the representations and warranties of Denison contained herein are true and correct in all material respects as of the Effective Date, except to the extent that such representations and warranties relate to an earlier date;
- (e) all covenants of Denison contained in this Agreement required to have been performed or complied with on or before the Effective Date have been performed or complied with; and
- (f) Denison shall have registered Cosa's interest in the Properties in the Mineral Administration Registry Saskatchewan (MARS) and provided the applicable access for the Properties within MARS to a designated representative of Cosa.

2.6 Following the Effective Date, Cosa agrees to:

- (a) issue to Denison Common Shares with an aggregate value of at least \$2.25 million from time to time during the Conditional Period (the "**Deferred Consideration Shares**"), in accordance with Sections 2.7 and 2.9;
- (b) fund 100% of the first \$1,500,000 in Expenditures on the Murphy Lake North Property (including Denison's share thereof), with such Expenditures to be incurred during the Murphy Lake Option Period (the "**Murphy Lake Expenditure Requirement**"), failing which, subject to Section 14.1, Cosa's interest in the Murphy Lake Property shall be automatically reduced to 49% and Denison shall assume 51% ownership and become the operator;
- (c) fund 100% of the first \$5,000,000 in Expenditures on the Darby Property (including Denison's share thereof), with such Expenditures to be incurred during the Darby Option Period (the "**Darby Expenditure Requirement**"), failing which, subject to Section 14.1, Cosa's interest in the Darby Property shall be automatically reduced to 49% and Denison shall assume 51% ownership and become the operator; and
- (d) (i) post a deficiency deposit in the amount of up to \$35,000 to maintain the Murphy Lake North claims if required, and (ii) reimburse Denison for any deficiency deposit posted or for any expenses incurred towards exploring on, or maintaining, the Murphy Lake North claims, including any Expenditures funded by Denison in 2024, where such amount is not to exceed \$150,000.

2.7 Deferred Consideration Shares shall be issuable to Denison on each six-month anniversary of the Effective Date (each such date being a "**Share Issuance Date**"), provided that such issuance of Deferred Consideration Shares will not result in Denison's ownership of Common Shares exceeding 19.95% of Cosa's issued and outstanding Common Shares, on a partially diluted basis after the Share Issuance Date. Deferred Consideration Shares will be issued at the price which is equal to the volume weighted average price of the Common Shares for the five-trading day period prior to the Share Issuance Date. Notwithstanding the foregoing, if required by the TSXV, the Deferred Consideration Shares will be issued

at the Floor Price. Cosa agrees not to undertake an Equity Financing during the five-trading day period prior to the Share Issuance Date or 15 days thereafter without the prior consent of Denison, such consent not to be unreasonably withheld.

2.8 Any portion of the \$2.25 million payable to Denison that remains outstanding and unpaid in Deferred Consideration Shares at the end of the Conditional Period shall be paid to Denison as follows:

- (a) in Common Shares at a price which is equal to the volume weighted average price of the Common Shares for the five-trading day period prior to the date which is no less than 10 trading days prior to the last day of the Conditional Period, provided that such issuance of Common Shares shall not result in Denison's ownership of Common Shares exceeding 19.95% of Cosa's issued and outstanding Common Shares, on a partially diluted basis. Notwithstanding the foregoing, if required by the TSXV, the Deferred Consideration Shares will be issued at the Floor Price; and
- (b) any remaining balance will be repayable to Denison in cash on or before the end of the Conditional Period.

2.9 Prior to and in connection with the issuance of any Common Shares to Denison, including Deferred Consideration Shares, Cosa shall ensure that:

- (a) Cosa has complied with all requirements of applicable securities laws in connection with the issuance of Common Shares;
- (b) The Common Shares are listed and trading on a large, liquid stock exchange such as the Exchange; and
- (c) Such issuance of Common Shares has received all applicable approvals for the issuance and listing of the Common Shares on the applicable Exchange.

### 3. Operator

3.1 Upon acquisition of the interests in the Properties pursuant to Sections 2.1, 2.2, and 2.3, and during the applicable Option Period, Cosa shall be the operator of each such Property. The terms of such operatorship will be set out in the applicable Joint Venture Agreement.

### 4. Buydown Option for Darby Property

4.1 From the Effective Date until such time as Denison's legal and beneficial interest in the Darby Property is less than 10%, Denison shall have the exclusive option granted by Cosa to re-acquire from Cosa (the "**Buydown Option**") such portion of the Property Interest in any one or all claims comprising the Darby Property (the "**Buydown Percentage**"), free and clear of all Encumbrances (except for any Encumbrances consented to by Denison), such that Denison would hold an undivided 60% legal and beneficial interest in and to such Darby Property claim(s) for which the Buydown Option was exercised. The Buydown Option is exercisable by Denison once for each Darby Property claim upon sixty (60) days' prior written notice indicating Denison's intention to exercise the Buydown Option (the "**Buydown Notice**") delivered to Cosa during the period commencing on the Effective Date and ending on the Production Date of such claim(s) subject to the Buydown Notice.

4.2 Assuming the Buydown Percentage is equal to fifty (50) percentage points (for example to increase from a 10% Property Interest to a 60% Property Interest), the consideration payable by Denison for the Buydown Option will be the greater of: (a) \$50,000,000, and (b) 450% of Cosa's share of Expenditures incurred on the Darby Property claim(s) for the proportion of the Property Interest subject to the Buydown Notice, not including the Darby Expenditure Requirement (the "**Buydown Consideration**"). If the Buydown

Percentage is less than fifty percentage points, the Buydown Consideration will be pro-rated accordingly per the example in Section 4.3.

4.3 The Buydown Consideration is payable by Denison as a combination, at Denison's sole election, of: (i) sole funding Expenditures on the Darby Property claim(s) subject to Buydown Notice (the "**Buyback Expenditures**"), and (ii) cash payable to Cosa. At least 25% of the Buydown Consideration shall be paid to Cosa in cash, and such cash payment shall be payable within 30 days of the Buydown Notice.

For example:

If Denison retains 30% ownership of the Darby Property claim(s) and exercises the Buydown Option to increase to 60% ownership of the Darby Property claim(s) after Cosa has incurred Expenditures of \$30,000,000 (not including the Darby Expenditure Requirement) then the total Buydown Consideration would be \$50,000,000, payable as at least \$12,500,000 in cash and up to \$37,500,000 by sole funding Buyback Expenditures, calculated as the maximum of: (i) \$50,000,000, and (ii)  $\$30,000,000 \times 450\% \times (60\% - 30\%) = \$40,500,000$ .

If Denison retains 20% ownership of the Darby Property claim(s) and exercises the Buydown Option to increase to 60% ownership of the Darby Property claim(s) after Cosa has incurred Expenditures of \$60,000,000 (not including the Darby Expenditure Requirement) then the total Buydown Consideration would be \$108,000,000, payable as at least \$27,000,000 in cash and up to \$81,000,000 by sole funding Buyback Expenditures, calculated as the maximum of:  $\$60,000,000 \times 450\% \times (60\% - 20\%) = \$108,000,000$ .

4.4 Upon receipt of the Buydown Consideration, Cosa shall convey and surrender the Buydown Percentage to Denison. Any such conveyance and surrender will be effective on the date that the Buydown Consideration is paid. For clarity, Denison's interest in the Darby claim(s) shall remain unchanged until such time as the Buydown Consideration has been paid by Denison.

4.5 Any obligations of Denison with respect to the Buydown Option and related Expenditures may be satisfied in whole or in part by an Affiliate of Denison. Denison acknowledges and agrees that it will not be entitled to any refund of amounts incurred or paid pursuant to this Section 4.5 if Denison fails or elects not to exercise any or all of the Buydown Option. Also, for further clarity, no partial interests will be granted to Denison for partial fulfilment of the Buydown Option requirements.

## 5. Equity Participation

5.1 At Cosa's option, to be exercised on no less than ten business days' prior written notice from Cosa to Denison, Denison shall participate in Subsequent Equity Offerings up to an aggregate subscription amount of \$1,000,000, provided that such participation will not result in Denison's ownership of Common Shares exceeding 19.95% of Cosa's issued and outstanding Common Shares, on a partially diluted basis after the Subsequent Equity Offering.

## 6. Share Issuances

6.1 The issuance of Consideration Shares shall be subject to the *Securities Act* (British Columbia) (the "**Securities Act**") and the policies of the Exchange, including, without limitation, receipt of any required regulatory approvals in connection therewith.

6.2 Denison acknowledges that the issuance of the Consideration Shares by Cosa to Denison contemplated herein will be made pursuant to an exemption from the prospectus requirements of the Securities Act pursuant to Section 2.13 of National Instrument 45-106 - *Prospectus Exemptions* and Denison acknowledges and confirms that:

- (a) Denison and its respective Affiliates will comply with all requirements of applicable securities laws in connection with the issuance of Consideration Shares;
- (b) Denison has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing their financial condition and is able to bear the economic risk of such investment for an indefinite period of time;
- (c) no securities commission or similar regulatory authority has reviewed or passed on the merits of this Agreement, the Consideration Shares, there is no government or other insurance covering the Consideration Shares and there are risks associated with an investment in Cosa;
- (d) Denison has been advised that Cosa is relying on an exemption from the requirements to provide it with a prospectus and to sell securities through a person or company registered to sell securities under applicable securities laws and, as a consequence thereof, certain protections, rights and remedies provided under applicable securities laws, including statutory rights of rescission or damages, will not be available to it and it is aware that the common law may not provide adequate remedies in the event it suffers an investment loss in connection with the transactions contemplated by this Agreement; and
- (e) the Consideration Shares have not been registered under the United States Securities Act of 1933, as amended or the securities laws of any state of the United States and Cosa does not intend to register the Consideration Shares under the United States Securities Act of 1933, as amended, or the securities laws of any State of the United States and has no obligation to do so.

6.3 Upon the issuance of the Consideration Shares to Denison, and until such time as is no longer required under applicable laws, including, without limitation, the Securities Act and the policies of the Exchange, the certificates or notices of uncertificated shares representing the Consideration Shares will bear the following legend(s) required under the National Instrument 45-102 - *Resale Restrictions* in substantially the following form:

*“Unless permitted under securities legislation, the holder of this security must not trade the security before [insert the date that is 4 months and a day after the distribution date].”*

## **7. Transfers**

7.1 No Party may Transfer this Agreement or any of their rights hereunder without the prior written consent of the other Party (which prohibition will not apply to Transfers to Affiliates or the result of a corporate reorganization where the surviving entity shall possess substantially all of the issued shares, or all of the property rights and interests, and be subject to substantially all of the liabilities and obligations of the transferring or assigning Party).

7.2 In the event of a Transfer, in accordance with this Agreement then:

- (a) the transferring Party at the time of Transfer shall not be in default of any of the obligations, warranties or representations given hereunder or to be performed by it pursuant to this Agreement;
- (b) the transferring Party shall not be relieved of any duty or obligation hereunder unless such Party has assigned its entire interest in this Agreement;

- (c) in the event of a Transfer to an Affiliate, the transferee must remain an Affiliate for the period that this Agreement is in effect or the written consent of the other Party is obtained prior to the transferee ceasing to be an Affiliate; and
- (d) each assignee prior to the effective date of the assignment agrees in writing with Denison to be bound by the terms and conditions of this Agreement.

7.3 If either Party elects to surrender any claims that constitute a part of the Properties or allow any such claims to lapse, the non-surrendering party shall be given the right to acquire such claims for zero consideration and, where practicable, the surrendering party shall provide 30 days' notice to the non-surrendering party to maintain the claims in good standing.

## **8. Relationship and Other Opportunities**

8.1 The rights, privileges, duties, obligations and liabilities, as between the parties shall be separate and not joint or collective and nothing herein contained shall be construed as creating a partnership, an association, agency or subject as herein specifically provided, a trust of any kind or as imposing upon either of the Parties any partnership duty, obligation or liability. Neither Party is liable for the acts, covenants and agreements of the other Party, except as herein specifically provided.

8.2 Each of the Parties shall have the free and unrestricted right to independently engage in and receive the full benefits of any and all business endeavours of any sort whatsoever whether or not competitive with the endeavours contemplated herein without consulting the other Party or inviting or allowing the other Party to participate therein. Neither Party shall be under any fiduciary or other duty to the other Party which shall prevent it from engaging in or enjoying the benefits of competing endeavours within the general scope of endeavours contemplated by this Agreement. The legal doctrine of "**corporate opportunity**" sometimes applied to persons engaged in a joint venture or having fiduciary status shall not apply in the case of a Party.

## **9. No Encumbrances Against Properties**

9.1 During the Conditional Period, neither Cosa nor Denison will be entitled to grant any Encumbrance upon the Properties or any portion thereof without the prior written consent of the other party, which consent may be unreasonably withheld.

9.2 Prior to Effective Date, Denison shall hold the Properties in the ordinary course of business and in compliance with all applicable Law and shall not:

- (a) dispose of, grant any interest in or encumber any of the Properties;
- (b) enter into any contract or any other transaction that could affect a Property or Denison's interest therein, except with the prior written consent of Cosa;
- (c) terminate, cancel, modify or amend in any respect any contract related to the Properties or take or fail to take any action that would entitle any party to a contract related to the Properties to terminate, modify, cancel or amend such contract; or
- (d) agree, commit or enter into any understanding to take any action set out in the paragraphs above.

## **10. Representations and Warranties of Denison and Cosa**

10.1 Denison represents and warrants to Cosa that:

- (a) Denison is a valid and subsisting corporation duly incorporated and in good standing under the laws of the Province of Ontario;
- (b) Denison has full power and authority to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder;
- (c) Denison has duly obtained all corporate and regulatory authorizations for the execution, delivery and performance of this Agreement and no further action on the part of the directors or shareholders of Denison is necessary or desirable to make this Agreement valid and binding on Denison;
- (d) this Agreement has been duly executed and delivered by Denison and is valid, binding and enforceable against Denison in accordance with its terms;
- (e) Denison holds the Property Interests and, except as disclosed in Schedule A, Denison is the legal and beneficial owner of a 100% interest in the Properties, free and clear of and from all Encumbrances;
- (f) the Properties have been properly staked, located and recorded pursuant to applicable laws and regulations of the Province of Saskatchewan and all mining claims comprising the Properties are in good standing and no event, condition or occurrence exists that, after notice or lapse of time or both, would constitute a default under such mining claims and all required assessment work, reports, fees and payments have been filed or made and are current;
- (g) there is no adverse claim or challenge against or to the ownership of or title to any part of the Properties and, to the best of Denison's knowledge after reasonable inquiry there is no basis for such adverse claim or challenge;
- (h) the consummation of the transactions contemplated by this Agreement does not and will not conflict with, constitute a default under, result in a breach of, entitle any Person to a right of termination under, or result in the creation or imposition of any Encumbrance or restriction of any nature whatsoever upon or against the Properties, under its constating documents, any contract, agreement, indenture or other instrument to which Denison is a party or by which Denison is bound or any law, judgment, order, writ, injunction or decree of any court, administrative agency or other tribunal or any regulation of any governmental authority;
- (i) except as disclosed in Schedule A, no person has any right or agreement, option, understanding, prior commitment or privilege capable of becoming an agreement for the purchase or acquisition from Denison of any interest in the Properties;
- (j) except as disclosed in Schedule A, there are no royalties or other latent interests in the Properties owing to any other persons;
- (k) there is no legal, administrative, arbitration or other proceeding, claim or action of any nature or investigation pending or to the best of Denison's knowledge after reasonable inquiry, threatened against or involving the Properties or which questions or challenges the validity of this Agreement or any action taken or to be taken by Denison pursuant to this Agreement or any other agreement or instrument to be executed and delivered by Denison in connection with the transactions contemplated hereby and Denison does not know or have any reason to know of any valid basis for any such legal, administrative, arbitration or other proceeding, claim, action or investigation. Denison is not subject to any judgment,

order or decree entered in any lawsuit or proceeding which has had or may be expected to have an adverse effect on the Properties;

- (l) no act or proceeding has been taken or authorized by or against Denison in connection with the dissolution, liquidation, winding up, bankruptcy or insolvency of Denison or with respect to any amalgamation, merger, consolidation, arrangement or reorganization of, or relating to, Denison and no such proceedings have been threatened;
- (m) to the best of Denison's knowledge, information and belief: (i) the conditions existing on or in respect of the Properties, and the air, soil, surface waters, ground waters or other natural resources on the Properties, are not in any material respect in violation of any laws, including, without limitation, any Environmental Laws; (ii) there has been no past violation of any Environmental Law or other law affecting or pertaining to the Properties that may have a material adverse effect on the Properties;
- (n) there is no ongoing litigation advancing indigenous claims to the Properties and Denison has not received any notice of, nor has knowledge of, any threatened litigation or specific action advancing indigenous claims adverse to Denison's interest in the Properties or the operations by Denison on the Properties, and no indigenous blockade, occupation, illegal action or on-site protest has occurred or, to the knowledge of Denison, has been threatened in connection with the activities on the Properties;
- (o) subject to Provincial permitting requirements, there exists full and free legal access on and over the surface of the areas comprising the Properties, and there is no fact or condition which would result in the interference with or termination of such access;
- (p) to the best of its knowledge, the Properties do not lie in any protected, restricted, reservation area and no land use restrictions exist in respect of the Properties;
- (q) to its knowledge, Denison has obtained all necessary governmental, local authority or agency approvals, quotas, licenses, permits, and any other authorizations necessary for it to carry out its obligations set forth herein;
- (r) all material information concerning the Properties, including the existence of any material contracts or agreements pertaining or of relevance to the Properties, has been disclosed to Cosa;
- (s) to the best of Denison's knowledge after reasonable inquiry, no Hazardous Substance has been placed, held, located, used or disposed of, on, under or at the Properties by Denison or its Agents or any predecessor owner or operator of the Properties; and to the best of Denison's knowledge after reasonable inquiry, no claim has ever been asserted and there are no present circumstances which could reasonably form the basis for the assertion of any claim against Denison for Losses of any kind as a direct or indirect result of the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Properties of any Hazardous Substance;
- (t) to the best of Denison's knowledge after reasonable inquiry, all previous exploration on the Properties has been carried out in accordance with applicable law and sound mining, environmental and business practice and Denison has not received notice of any breach, violation or default with respect to the Properties;
- (u) the prospecting work, processes, undertaking and other operations carried on or conducted by or on behalf of Denison in respect of the Properties have been carried on or conducted in a sound and workmanlike manner in compliance with sound geological and geophysical exploration and mining, engineering and metallurgical practices;

- (v) Denison has not received notice of the existence of any condemnation, expropriation or similar proceedings affecting the Properties;
- (w) Denison acknowledges that it has conducted to its satisfaction an independent investigation of the financial condition, liabilities and results of operations of Cosa and its subsidiaries and the nature and condition of their respective properties and assets and businesses and, in making the determination to proceed with the transactions contemplated by this Agreement, has relied solely on the results of its own independent investigation and the representations and warranties set forth in Section 10.3. Denison acknowledges that neither Cosa, its subsidiaries, nor any other person, has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Cosa, its subsidiaries, their businesses or other matters except as expressly provided in Section 10.3; and
- (x) Denison acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have done so or waived their right to do so in connection with the entering into of this Agreement.

10.2 The representations and warranties contained in Section 10.1 are provided for the exclusive benefit of Cosa and the correctness of each such representation and warranty is a condition upon which Cosa is relying upon in entering into this Agreement. A breach of any one or more representation or warranty may be waived by Cosa in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty. The representations and warranties contained in Sections 10.1 will survive the execution and delivery of this Agreement for a period that terminates one year following the termination of this Agreement.

10.3 Cosa represents and warrants to Denison that:

- (a) Cosa is a valid and subsisting corporation duly incorporated and in good standing under the laws of the Province of British Columbia and if so required, is or will be qualified to carry on business in the jurisdiction in which the Properties are situated;
- (b) Cosa has the full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder;
- (c) Cosa has duly obtained all corporate and regulatory authorizations for the execution, delivery and performance of this Agreement and no further action on the part of the directors or shareholders of Cosa is necessary or desirable to make this Agreement valid and binding on Cosa;
- (d) this Agreement has been duly executed and delivered by Cosa and is valid, binding and enforceable against Cosa in accordance with its terms;
- (e) there is no Person acting or purporting to act at Cosa's request who is entitled to any brokerage or finder's fee in connection with the transactions contemplated herein;
- (f) the consummation of the transactions contemplated by this Agreement does not and will not conflict with, constitute a default under, result in a breach of, entitle any Person to a right of termination under, or result in the creation of imposition of any Encumbrance or restriction of an nature whatsoever upon or against the property or assets of Cosa, under its constating documents, any contract, agreement, indenture or other instrument to which Cosa is a party or by which Cosa is bound or to any law, judgment, order, writ, injunction or decree of any court, administrative agency or other tribunal or any regulation of any governmental authority;

- (g) no act or proceeding has been taken or authorized by or against Cosa in connection with the dissolution, liquidation, winding up, bankruptcy or insolvency of Cosa or with respect to any amalgamation, merger, consolidation, arrangement or reorganization of, or relating to, Cosa and no such proceedings have been threatened;
- (h) Cosa is in compliance in all material respects with the applicable rules and regulations of the Exchange;
- (i) the Consideration Shares will, when issued, be issued as fully paid and non-assessable common shares in the capital of Cosa;
- (j) Cosa is not required to obtain shareholder approval for the transactions contemplated by this Agreement;
- (k) all documents previously published or filed by Cosa with Canadian securities regulators (the “**Continuous Disclosure Materials**”) since January 1, 2023 contain no misrepresentation, and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, as of the date of the statements in the Continuous Disclosure Materials and were prepared in accordance with and comply in all material respects with applicable securities laws and Cosa is not in default of its filings under, nor has it failed to file or publish or furnish any document required to be filed or published or furnished under applicable securities laws;
- (l) Cosa has disclosed to Denison a cash balance and working capital summary as at September 30, 2024 which shall include the current balance of any indebtedness of the Company in whatever form, and such summaries remain materially true and correct as at the date hereof;
- (m) none of Cosa, any subsidiary, or any of their respective representatives or joint venture partners, in carrying out or representing the business of Cosa and its subsidiaries anywhere in the world, have violated the *Corruption of Foreign Public Officials Act* (Canada), the U.S. *Foreign Corrupt Practices Act*, or the anti-corruption laws of any other applicable jurisdiction;
- (n) Cosa acknowledges that it has conducted to its satisfaction an independent investigation of the financial condition, liabilities, results of operations of Denison and its subsidiaries and the nature and condition of the Properties and, in making the determination to proceed with the transactions contemplated by this Agreement, has relied solely on the results of its own independent investigation and the representations and warranties set forth in Section 10.1. Cosa specifically acknowledges (a) the Properties are situated on Crown land within Saskatchewan, subject to applicable permitting requirements for land disturbance thereon and (b) the uncertain and evolving status of indigenous rights and land claims in Saskatchewan, which may affect the Properties. Cosa acknowledges that neither Denison, its Subsidiaries, nor any other person, has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Denison, its subsidiaries, their respective businesses, the Properties or other matters except as expressly provided in Section 10.1; and
- (o) Cosa acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have done so or waived their right to do so in connection with the entering into of this Agreement.

10.4 The representations and warranties contained in Section 10.3 are provided for the exclusive benefit of Denison and the correctness of each such representation and warranty is a condition upon which

Denison is relying upon in entering into this Agreement. A breach of any one or more representations or warranties may be waived by Denison in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty. The representations and warranties contained in Sections 10.3 will survive the execution and delivery of this Agreement for a period that terminates one year following the termination of this Agreement.

## **11. Confidential Information**

11.1 The terms of this Agreement and all information obtained in connection with the performance of this Agreement will be the exclusive property of the parties hereto and except as provided in Section 11.2, will not be disclosed to any third party or the public without the prior written consent of the other party, which consent will not be unreasonably withheld. Cosa shall provide Denison with at least two (2) business days to review and provide comments on any news release pertaining to the Properties before distribution to the public.

11.2 Prior to the Effective Date, the consent required by Section 11.1 will not apply to a disclosure:

- (a) to an Affiliate, consultant, contractor or subcontractor that has a *bona fide* need to be informed;
- (b) to a governmental agency or to the public which such party believes in good faith is required by pertinent laws or regulation or the rules of any applicable stock exchange; or
- (c) to an investment dealer, broker, bank or similar financial institution, in confidence if required as part of a due diligence investigation by such financial institution in connection with a financing by such party.

11.3 Notwithstanding any other provision of this agreement, the obligations under this Section shall survive for two (2) years after the termination of this Agreement.

## **12. Default and Termination**

12.1 Other than the provisions of this Agreement which explicitly survive termination, this Agreement will terminate upon the occurrence of the earliest of:

- (a) the written agreement by the parties to terminate;
- (b) the failure of Cosa to satisfy the conditions to the acquisition in Section 2;
- (c) Cosa's termination of this Agreement pursuant to Sections 12.2 and 12.3;
- (d) Denison's termination of this Agreement pursuant to Section 12.4; and
- (e) the expiry of the Conditional Period.

12.2 Cosa shall have the right to terminate this Agreement at any time during the Conditional Period by giving thirty (30) days written notice to Denison, provided that Cosa's right to terminate this Agreement shall be subject to the condition that the Properties will be in good standing for a minimum of twelve (12) months following the effective date of the termination, and thereafter Cosa shall have no further or other rights and obligations under this Agreement.

12.3 Cosa shall also have the right to terminate the Agreement by giving thirty (30) days written notice to Denison in the event of a breach of a material term of this Agreement by Denison which breach is not remedied within sixty (60) days of notice of such breach by Cosa to Denison.

12.4 Denison shall have the right to terminate the Agreement at any time during the Conditional Period in the event of a breach of a material term of this Agreement by Cosa which breach is not remedied within sixty (60) days of notice of such breach by Denison to Cosa.

12.5 Upon termination of the Agreement, should Cosa not have acquired and/or maintained an interest in a Property, Cosa shall:

- (a) deliver all maps, reports, results of surveys and drilling, and all other reports and information to Denison as well as copies of any and all assay plans, diamond drill records, information, maps and other pertinent exploration reports produced by the operator and/or its Affiliates and/or its Agents regarding the Properties; and
- (b) remove, within twelve (12) months of termination, all facilities, equipment, machinery, tools, appliances and supplies which may have been brought upon the Properties by or on behalf of Cosa unless arrangements are made between Denison and Cosa on terms satisfactory Denison, and if not so removed, such facilities, equipment, machinery, tools, appliances and supplies shall become the property of Denison.

12.6 Sections 4, 8, 10.2, 10.4, 11, 13, 15, 18 and this Section 12.6 shall survive termination of this Agreement.

### **13. Indemnity**

13.1 Denison covenants and agrees with Cosa to indemnify and save harmless Cosa, its Agents and Affiliates and their respective officers, directors, employees and representatives from and against:

- (a) any and all Environmental Liabilities in relation to the Properties which may arise as a result of operations and activities prior to the Conditional Period;
- (b) the gross negligence or willful misconduct of Denison, its Affiliates or their respective Agents in relation to the Properties; and
- (c) any and all Losses, excluding any caused by the negligence of Cosa, its Affiliates or their respective Agents, which may be suffered or incurred by Cosa arising out of or in connection with or in any way referable to, whether directly or indirectly, the entry on, presence on, or activities on the Properties by Denison, its Affiliates or their respective Agents during the Conditional Period, or the breach of any warranties, representations or covenants on the part of Denison.

13.2 Cosa covenants and agrees with Denison to indemnify and save harmless Denison its Agents and Affiliates and their respective officers, directors, employees and representatives from and against:

- (a) any and all Environmental Liabilities which may arise as a result of Operations during the Conditional Period;
- (b) the gross negligence or willful misconduct of Cosa, its Affiliates or their respective Agents in relation to its obligations under this Agreement and/or the Properties; and
- (c) any and all Losses which may be suffered or incurred by Denison or arising out of or in connection with or in any way referable to, whether directly or indirectly, the entry on, presence on, or activities on the Properties by Cosa, its Affiliates or their respective Agents during the Conditional Period, or the breach of any warranties, representations or covenants on the part of Cosa.

13.3 Notwithstanding any other provision in this Agreement, for the avoidance of doubt, in no event shall the aggregate liability of Cosa in respect of all indemnities under this Agreement exceed \$1 million. The foregoing limit shall not apply in respect of any claim of Losses against Cosa with respect to any claim involving fraud committed by Cosa in connection with any of the representations and warranties in this Agreement.

13.4 Notwithstanding any other provision in this Agreement, for the avoidance of doubt, in no event shall the aggregate liability of Denison in respect of all indemnities under this Agreement exceed \$1 million. The foregoing limit shall not apply in respect of any claim of Losses against Denison with respect to any claim involving fraud committed by Denison in connection with any of the representations and warranties in this Agreement.

13.5 In no event shall either Party be liable for any indirect, special, punitive or consequential damages related in any way to this Agreement, regardless of the legal theory upon which any such damages claim is based, even upon the fault, tort (including without limitation negligence), breach of contract, statute, regulation, or any other theory of law or breach of warranty by, or strict liability of, such party. This exclusion applies even if such Party has been advised of the possibility of such damages in advance and even if any available remedy fails of its essential purpose.

#### **14. Force Majeure**

14.1 If either party is prevented or delayed in complying with any of the provisions of this Agreement (the "**Affected Party**") by reason of strikes, lockouts, labour, power or fuel shortages, fires, wars, terrorism, acts of God, civil disturbances, governmental regulations restricting normal operations, shipping delays or any other reason or reasons beyond the reasonable control of the Affected Party (provided that lack of sufficient funds to carry out exploration on the Properties will be deemed not to be beyond the reasonable control of the Affected Party) (each, an "**Intervening Event**"), then the time limits for the performance by the Affected Party of its obligations hereunder will be extended by a period of time equal in length to the period of each such Intervening Event. Nothing in this Section 14.1 or this Agreement will relieve either party from its obligation to maintain the claims comprising the Properties in good standing and to comply with all applicable laws and regulations, including, without limitation, those governing safety, pollution and environmental matters.

14.2 The Affected Party will give notice to the other party of each Intervening Event within seven (7) days of such Intervening Event commencing and upon cessation of such Intervening Event will furnish the other party with written notice to that effect together with particulars of the number of days by which the time for performing the obligations of the Affected Party under this Agreement has been extended by virtue of such Intervening Event and all preceding Intervening Events.

#### **15. Arbitration**

15.1 In the event of any dispute between Denison and Cosa with respect to this Agreement or any matter governed by this Agreement which Denison and Cosa are unable to resolve, the matter shall be decided by arbitration. The Party desiring arbitration shall nominate one arbitrator and shall notify the other Party of such nomination and the other Party shall within 30 days after receiving such notice nominate one arbitrator and the two arbitrators shall select a third arbitrator to act jointly with them. If the said arbitrators are unable to agree upon the selection of such third arbitrator, the third arbitrator shall be designated by a Justice of the British Columbia Supreme Court. If the Party receiving the notice of nomination of an arbitrator, does not nominate an arbitrator within 30 days of receiving such notice, then the arbitrator nominated by the Party desiring arbitration may proceed alone to determine the dispute. Any decision reached pursuant to this Section 15.1 shall be final and binding upon the Parties. Insofar as they do not conflict with the provisions hereof, the provisions of the *Arbitration Act* (British Columbia) as amended from time to time shall be applicable.

**16. Notices**

16.1 All notices, payments and other required communications and deliveries to the Parties will be in writing, and will be addressed to the Parties at the following address or email address or at such other address as the parties may specify from time to time:

If to Denison:

Denison Mines Corp.  
1100 - 40 University Avenue  
Toronto, Ontario, M5J 1T1  
Attention: David Cates  
Email: dcales@denisonmines.com

If to Cosa:

Cosa Resources Corp.  
1723 - 595 Burrard Street  
Vancouver, British Columbia, V7X 1L4  
Attention: Keith Bodnarchuk  
Email: kbodnarchuk@cosaresources.ca

16.2 Notices must be delivered, sent by email or mailed by pre-paid post and addressed to the Party to which notice is to be given. If notice is sent by email or is delivered, it will be deemed to have been given and received at the time of transmission or delivery, if transmitted or delivered during regular business hours, or the next business day, if not transmitted or delivered during normal business hours. If notice is mailed, it will be deemed to have been received ten business days following the date of the mailing of the notice. If there is an interruption in normal mail service due to strike, labour unrest or other cause at or prior to the time a notice is mailed the notice will be sent by telecopier or email or will be delivered.

16.3 Either Party hereto may at any time and from time to time notify the other Party in writing of a change of address and the new address to which a notice will be given thereafter until further change.

## **17. Good Faith**

17.1 Each Party shall, at all times during the currency of the provisions of this Agreement, act in good faith with respect to the other Party and shall do or cause to be done all things within their respective powers which may be necessary or desirable to give full effect to the provisions hereof.

## **18. Governing Law**

18.1 This Agreement will be construed and in all respects governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

## **19. Entire Agreement**

19.1 This Agreement constitutes the entire agreement between Denison and Cosa and will supersede and replace any other agreement or arrangement, whether oral or in writing, previously existing between the parties with respect to the subject matter of this Agreement.

## **20. Consent or Waiver**

20.1 No consent or waiver, express or implied, by either Party in respect of any breach or default by the other Party in the performance by such other Party of its obligations under this Agreement will be deemed or construed to be consent to or a waiver or any other breach or default.

## **21. Further Assurances**

21.1 The Parties will promptly execute, or cause to be executed, all bills of sale, transfers, documents, conveyances and other instruments of further assurance which may be reasonably necessary or advisable

to carry out fully the intent and purpose of this Agreement or to record wherever appropriate the respective interests from time to time of the Parties and to the Properties.

**22. Severability**

22.1 If any provision of this Agreement is or will become illegal, unenforceable or invalid for any reason whatsoever, such illegal, unenforceable or invalid provisions will be severable from the remainder of this Agreement and will not affect the legality, enforceability or validity of the remaining provisions of this Agreement.

**23. Enurement**

23.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**24. Amendments**

24.1 This Agreement may only be amended in writing with the mutual consent of all Parties.

**25. Time**

25.1 Time will be of the essence of this Agreement.

**26. Counterparts**

26.1 This Agreement may be executed in any number of counterparts and by facsimile transmission with the same effect as if all parties hereto had signed the same document. All counterparts will be construed together and constitute one and the same agreement.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the day and year first above written.

**DENISON MINES CORP.** )  
 )  
 )  
 )  
 Per: *(signed) David Cates* )  
 \_\_\_\_\_ )  
 Authorized Signatory )

**COSA RESOURCES CORP.** )  
 )  
 )  
 )  
 Per: *(signed) Keith Bodnarchuk* )  
 \_\_\_\_\_ )  
 Authorized Signatory )

**SCHEDULE A**  
**DESCRIPTION OF PROPERTIES**

The Properties consist of the mineral dispositions described in the following table.

<b>Property</b>	<b>Disposition</b>	<b>Hectares</b>
Darby	S-107085	933.00
Darby	S-107316	1,885.00
Darby	S-107305	498.00
Darby	MC00017380	727.34
Darby	MC00017387	712.12
Darby	S-107117	2,302.00
Darby	S-107116	2,340.00
Darby	S-113372	1,994.17
Darby	S-107115	2,235.00
Darby	MC00017370	1,237.34
Darby	S-107084	1,089.00
Darby	S-107083	2,116.00
Murphy Lake North	S-111636	1,321.00
Murphy Lake North	S-112166	211.00
Packrat	S-112160	1621.00

**Encumbrances:**

Net smelter royalty in favour of Eros Resources Corp. on the Murphy Lake North Property, pursuant to the Murphy Lake Purchase Agreement between Eros and Denison dated November 15, 2019.