Attachment A

Memoranda of Mining Leases
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MEMORANDUM OF MINING LEASE

STATE OF South Dakota
COUNTY OF Fall River

KNOWN ALL MEN BY THESE PRESENTS THAT:

Clint E. Andersen of Edgemont, SD 57735, as Lessor, has executed and delivered to DENVER URANIUM COMPANY, LLC, a Colorado LLC, 9910 East Costilla, Suites F and G, Centennial, Colorado 80112 (herein called "DENVER URANIUM"), as Lessee, a Mining Lease thereto dated October 21, 2005, covering lands situated in Fall River County, South Dakota, said land being more particularly described as follows, to-wit:

Township 7 South, Range 1 East, Black Hills Meridian
Section 10: NE1/4SE1/4
Section 11: SW1/4SW1/4
Section 14: NW1/4NW1/4
Section 15: NE1/4NE1/4

Containing 160.00 acres, more or less.

AND WHEREAS, duplicate copies of said Mining Lease are in the possession of Clint E. Andersen, and DENVER URANIUM COMPANY, LLC, where the same may be examined at the above addresses by any person having the lawful right or legitimate interest therein during normal business hours.

NOW THEREFORE, for the consideration set out in said Mining Lease, Clint E. Andersen, hereby grants unto DENVER URANIUM COMPANY, LLC, all rights as specified in such lease into and upon the land covered thereby, being the lands described and referred to above, for the purposes and considerations therein set forth. Reference is hereby made to said Mining Lease for all purposes and said document is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 10th day of May, 2006.

GRANTOR:

Clint E. Andersen

GRANTEE: DENVER URANIUM COMPANY, LLC

By: Richard F. Clements, Jr.
Title: Managing Member
ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED, That on this _____ day of ____________, 2006, before me, a Notary Public in and for said County and State, personally appeared Clint B. Anderson, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

Notary Public

Residing at: ________________________________

My Commission Expires: ________________________

ACKNOWLEDGMENT

STATE OF New Mexico

COUNTY OF Bernalillo

BE IT REMEMBERED, That on this 10th day of MAY, 2006, before me, a Notary Public in and for said County and State, personally appeared Richard E. Clement, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

OFFICIAL SEAL
Marya Pezzano
Notary Public
State of New Mexico

My Commission Expires: 6-9-09

Residing at: 3600 Cabe de la Natividad NE
Albuquerque, NM 87110

My Commission Expires: 6-9-09
MEMORANDUM OF MINING LEASE

STATE OF SOUTH DAKOTA

COUNTY OF FALL RIVER

KNOWN ALL MEN BY THESE PRESENTS THAT:

Donald J. and Lynda J. Andersen, husband and wife, whose address is 10194 Argentine Road, Edgemont SD 57735 ("Lessor"), has executed and delivered to Powertech (USA), Inc. ("Lessee"), 5575 DTC Parkway, Suite 140, Greenwood Village, CO 80111, a South Dakota corporation, herein called "Powertech", a mining lease thereto dated May 1, 2012, covering lands situated in Fall River County, South Dakota, said land being more particularly described as follows, to-wit:

Township 7 South, Range 1 East
Section 10: E½NW¼SW¼, less lots
Containing 15 acres, more or less

AND WHEREAS, duplicate copies of said Mining Lease are in the possession of Donald J. and Lynda J. Andersen and Powertech, where the same may be examined at the above addresses by any person having the lawful right or legitimate interest therein during normal business hours.

NOW THEREFORE, for the consideration set out in said Mining Lease, Donald J. and Lynda J. Andersen hereby grant unto Powertech, all rights as specified in such lease into and upon the land covered thereby, being the lands described and referred to above for the purposes and considerations therein set forth. Reference is hereby made to said Mining Lease for all purposes and said document is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 26th day of September, 2012.

GRANTORS:

Donald J. Andersen

Lynda J. Andersen
GRANTEES: Powertech (USA) Inc.

By: James A. Bonner
Title: VP Exploration

ACKNOWLEDGEMENT IN REPRESENTATIVE CAPACITY

STATE OF South Dakota )
COUNTY OF Fall River ) ss.

On this 20 day of November, 2012, before me, Judith Porter, the undersigned officer, personally appeared Donald J. and Lynda J. Andersen, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

JUDITH PORTER
Notary Public

My Commission Expires: 07-12-2013

ACKNOWLEDGEMENT IN REPRESENTATIVE CAPACITY

STATE OF Colorado )
COUNTY OF Arapahoe ) ss.

On this the 28th day of September, 2012, before me, James Bonner, the undersigned officer, personally appeared James A. Bonner, who acknowledged himself to be the Vice President of POWERTECH (USA). INC., and he being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

BARBARA HOUSTON
Notary Public

My Commission Expires 03/09/2016
MEMORANDUM OF MINING LEASE

STATE OF SOUTH DAKOTA  )  ss.
COUNTY OF FALL RIVER  )  ss.

KNOW ALL MEN BY THESE PRESENTS THAT:

IRENE R. ANDERSEN, widow of Edwin H. Andersen, HC 59, Box 20, Edgemont, SD 57735, as Lessor, has executed and delivered to Denver Uranium Company, LLC, a Colorado LLC, 6200 S. Troy Circle, Suite 150, Centennial, CO 80111, as Lessee, a Mining Lease thereto dated August 19, 2005, covering lands situated in Fall River County, South Dakota, said land being more particularly described as follows, to-wit:

Township 7 South, Range 1 East, Black Hills Meridian
Section 10: SW/4SE/4
Section 11: SW/4SW/4
Section 14: SW/4NW/4
Section 15: NE/4NE/4
Containing 160 acres, more or less, in Fall River County, South Dakota

AND WHEREAS, duplicate copies of said Mining Lease are in the possession of Irene R. Andersen and Denver Uranium Company, LLC, where the same may be examined at the above addresses by any person having the lawful right or legitimate interest therein during normal business hours.

NOW THEREFORE, for the consideration set out in said Mining Lease, Irene R. Andersen, hereby grants unto Denver Uranium Company, LLC, all rights as specified in such lease into and upon the lands covered thereby, being the lands described and referred to above, for the purposes and considerations therein set forth. Reference is hereby made to said Mining Lease for all purposes and said document is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 16th day of August, 2007.

GRANTOR:

[Signature]
Irene R. Andersen

GRANTEE: Denver Uranium Company, LLC

By: [Signature]
Title: Manager, Water
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF South Dakota) ss.
COUNTY OF Fall River )

BE IT REMEMBERED, that on this 16th day of August, 2007, before me a Notary Public in and for said County and State, personally appeared KATHLEEN C. ANDERSEN, known to me to be the person/s authorized to execute the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

LYNDA J. ANDERSEN
NOTARY PUBLIC
State of South Dakota

ACKNOWLEDGEMENT IN REPRESENTATIVE CAPACITY

STATE OF COLORADO ) ss.
COUNTY OF ARAPAHOE )

BE IT REMEMBERED, that on this 28th day of August, 2007, before me, a Notary Public in and for said County and State, personally appeared RICHARD D. CLARK JR. of DENVER URANIUM COMPANY, LLC., known to me to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

KIM M. KENNEDY
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 05/02/2008

Notary Public
Residing at Aurora, Colorado
MEMORANDUM OF MINING LEASE

STATE OF SOUTH DAKOTA
COUNTY OF CUSTER SS.

COUNTY OFfall River

KNOW ALL MEN BY THESE PRESENTS THAT:

Lois J. Bakewell, Trustee of the Lois J. Bakewell Trust of 16730 E. Inca Avenue, Fountain Hills, AZ 85268-4524 as Lessor, has executed and delivered to DENVER URANIUM COMPANY, LLC, a Colorado LLC, 9910 East Costilla, Suites F & G, Centennial, Colorado 80112, herein called "DENVER URANIUM" as Lessee, a Mining Lease thereto dated September 7th, 2005, covering lands situated in Custer County and Fall River County, South Dakota, said land being more particularly described as follows, to-wit:

Township 6 South, Range 1 East, Black Hills Meridian
Section 31: NE4, E2/NW4, Lots 2(36.99) 3(37.11) 4(37.33), B2/SW4, SE4

Containing 591.43 acres, more or less, in Custer County, South Dakota

Township 7 South, Range 1 East, Black Hills Meridian
Section 6: Lot 3(39.51) 4(37.15)

Containing 76.66 acres, more or less.

AND WHEREAS, duplicate copies of said Mining Lease are in the possession of Lois J. Bakewell, Trustee of the Lois J. Bakewell Trust, and DENVER URANIUM COMPANY, LLC, where the same may be examined at the above addresses by any person having the lawful right or legitimate interest therein during normal business hours.

NOW THEREFORE, for the consideration set out in said Mining Lease, Lois J. Bakewell, Trustee of the Lois J. Bakewell Trust, hereby grants unto DENVER URANIUM COMPANY, LLC, all rights as specified in such lease into and upon the land covered thereby, being the lands described and referred to above, for the purposes and considerations therein set forth. Reference is hereby made to said Mining Lease for all purposes and said document is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 10th day of May, 2006.

GRANTOR:

Lois J. Bakewell, Trustee of the Lois J. Bakewell Trust

GRANTEE:

DENVER URANIUM COMPANY, LLC

By: Richard F. Cleland, Jr.
Title: Managing Member
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ARIZONA  
COUNTY OF MARICOPA

BE IT REMEMBERED, That on this 30th day of May, 2006, before me, a Notary Public in and for said County and State, personally appeared Lois J. Bakewell, Trustee of the Lois J. Bakewell Trust, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

Deanna M. Workman  
Notary Public  
Residing at: 1340 W. Mcdonald Dr  
Phoenix, AZ 85268  
My Commission Expires: 3-3-2010

ACKNOWLEDGMENT IN REPRESENTATIVE CAPACITY

STATE OF New Mexico  
COUNTY OF Bernalillo

BE IT REMEMBERED, That on this 10th day of May, 2006, before me, a Notary Public in and for said County and State, personally appeared Richard F. Clement, Jr. the Managing Member for DENVER URANIUM COMPANY, LLC, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

Marya Pezzano  
Notary Public  
Residing at: 5000 Calle del Nido NE  
Albuquerque, NM 87110  
My Commission Expires: 6-9-09
Memorandum of Mining Lease  
(Short Form)

THIS MEMORANDUM OF MINING LEASE (SHORT FORM) is made and entered into effective September 30, 2006; by and between ROBERT N. BARNARD and ALICE H. BARNARD (hereinafter "Lessor"), currently residing at 1131 Stafford, Casper, WY 82609, and KELSEY BOLTZ (hereinafter "Lessee"), currently residing at 6606 North Hillsdale Drive, Paradise Valley, AZ 85253-4072 (both Lessor and Lessee being collectively referred to hereinafter as the "Parties").

WHEREAS, the Parties hereto entered into a Mining Lease (hereinafter "Lease") effective November 22, 2005, covering lands more particularly described as follows (hereinafter as the "Leased Premises"): 

Township 6 South, Range 1 East, B.H.M.  
Section 19: E1/2 NE1/4; S1/2 NE1/4; SE1/4; E1/2 SW1/4, Lots 3 and LOT 4;  
Section 30: NE1/4, E1/2 W1/2; Lots 1, 2, 3 and 4;  
Section 31: Lot 1  

Containing 979.09 acres, more or less, Custer County, South Dakota

WHEREAS, pursuant to said Lease and in consideration of the rentals, royalties, and mutual covenants contained therein, Kelsey Boltz was granted certain access and mining rights on and in the Leased Premises, for a period of ten (10) years, and so long thereafter as certain minerals (excluding coal, oil, gas, gasoline, sulphur, condensates and associated hydrocarbon substances) are produced from said Leased Premises; said Lease being in the possession of all Parties thereto.

NOW THEREFORE, this Memorandum of Mining Lease (Short Form), made in recordable form and duly recorded in the Office of the Clerk of Fall River County, South Dakota, shall, for all purposes, serve notice of the Lease and for all purposes hereinafter give notice of the effective date thereto;

This Memorandum is executed by EDWARD M. TOPHAM as Agent on behalf of the Lessee, Kelsey Boltz, under authority granted to said Agent under that certain Agreement to Represent as Agent for Mining Interests executed by Kelsey Boltz in his favor, on January 1, 2006.

IN WITNESS WHEREOF this Memorandum is executed on this 1st day of August, 2006, by EDWARD M. TOPHAM.
KELSEY BOLTZ

EDWARD M. TOPHAM
Agent for Kelsey Boltz, the herein named Lessee
5320 North 16th Street, No. 114
Phoenix, AZ 85016-3241

Acknowledgement

State of Arizona
County of Maricopa

On this 15th day of August, 2006, before me personally appeared EDWARD M. TOPHAM, acting as agent on behalf of Kelsey Boltz, under authority granted to him in the above-referenced Agreement, who is known to me to be the person described in, and who executed the foregoing Memorandum of Mining Lease (Short Form) and acknowledged that he executed same for the purposes expressed therein, having authority to so do.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission Expires: February 24, 2010

MAUDI GOMEZ
Notary Public

Memorandum of Mining Lease - Jotwik 0003: Page 2 of 2
Memorandum of Mining Lease
(Short Form)

THIS MEMORANDUM OF MINING LEASE (SHORT FORM) is made and entered into effective September 30, 2006, by and between WILLIAM N. BARNARD and JOYCE M. BARNARD (hereinafter "Lessor"), currently residing at 421 South Center, Casper, WY 82601, and KELSEY BOLTZ (hereinafter "Lessee"), currently residing at 6606 North Hillside Drive, Paradise Valley, AZ 85253-4072 (both Lessor and Lessee being collectively referred to hereinafter as the "Parties").

WITNESSTH:

WHEREAS, the Parties hereto entered into a Mining Lease (hereinafter "Lease") effective November 22, 2005, covering lands more particularly described as follows (hereinafter as the "Leased Premises"): 

Township 6 South, Range 1 East, B.H.M.  
Section 19: E1/2 NW1/4; S1/2 NE1/4; SE1/4; E1/2 SW1/4, Lots 3 and LOT 4;  
Section 30: NE1/4, E1/2 W1/2; Lots 1, 2, 3 and 4;  
Section 31: Lot 1  
Containing 979.09 acres, more or less, Custer County, South Dakota

WHEREAS, pursuant to said Lease and in consideration of the rentals, royalties, and mutual covenants contained therein, Kelsey Boltz was granted certain access and mining rights on and in the Leased Premises, for a period of ten (10) years, and so long thereafter as certain minerals (excluding coal, oil, gas, gasoline, sulphur, condensates and associated hydrocarbon substances) are produced from said Leased Premises; said Lease being in the possession of all Parties thereto.

NOW THEREFORE, this Memorandum of Mining Lease (Short Form), made in recordable form and duly recorded in the Office of the Clerk of Fall River County, South Dakota, shall, for all purposes, serve notice of the Lease and for all purposes hereinafter give notice of the effective date thereto;

This Memorandum is executed by EDWARD M. TOPHAM as Agent on behalf of the Lessee, Kelsey Boltz, under authority granted to said Agent under that certain Agreement to Represent as Agent for Mining Interests executed by Kelsey Boltz in his favor, on January 1, 2006.

IN WITNESS WHEREOF this Memorandum is executed on this 1st day of August, 2006, by EDWARD M. TOPHAM.
KELSEY BOLTZ

EDWARD M. TOPHAM
Agent for Kelsey Boltz, the herein named Lessee
5320 North 16th Street, No. 114
Phoenix, AZ 85016-3241

Acknowledgment

State of Arizona
County of Maricopa

On this 1st day of August, 2006, before me personally appeared EDWARD M. TOPHAM, acting as agent on behalf of Kelsey Boltz, under authority granted to him in the above-referenced Agreement, who is known to me to be the person described in, and who executed the foregoing Memorandum of Mining Lease (Short Form) and acknowledged that he executed same for the purposes expressed therein, having authority to so do.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission Expires:

February 24, 2010

MAUDI GOMEZ
Notary Public

Notary Public - Arizona
Maricopa County
My Client: Exp: February 24, 2010

Memorandum of Mining Lease - Jozwik 0008: Page 2 of 2
MEMORANDUM OF MINING LEASE

STATE OF SOUTH DAKOTA

COUNTY OF FALL RIVER

THIS MEMORANDUM of Mining Lease, by and between BLACK STONE MINERALS COMPANY, L.P., a Delaware limited partnership, whose address is 1001 Fannin, Suite 2020, Houston, Texas 77002-6709, hereinafter called Lessor, and POWERTECH (USA), INC., a South Dakota corporation, whose address is 9200 South Troy Circle, Centennial, Colorado 80111, hereinafter called "POWERTECH", do hereby make:

WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of POWERTECH set forth in that certain Mining Lease made and entered into as of April 2nd, 2007, by and between the parties hereto, does hereby grant, demesne, lease and let unto said POWERTECH the exclusive right to mine, remove and dispose of all uranium, thorium and other fissionable materials, or any other minerals produced in connection therewith through the in situ leach process ("Minerals"), but excluding bentonite, coal, oil, gas, casinghead gasoline, and associated hydrocarbon substances, and all other Minerals not expressly leased to POWERTECH herein, together with the exclusive right and privilege to enter upon and use the Property for purposes of surveying, exploring, prospecting, sampling, drilling, developing, mining exclusively by in situ leach methods, stockpiling, removing, shipping, processing, marketing, or otherwise disposing of any of the Minerals and all other rights specifically enumerated in the Mining Lease to the extend Lessor has the right to grant same, covering those lands situated in the County of Fall River, State of South Dakota, described as follows to wit:

Township 7 South, Range 1 East, R. H. M.
Section 10: NE/4 NE/4; SW/4 SW/4 SW/4 3.97 acres in the
Northeast corner of said SW/4 SW/4;
Section 11: SE/4 SW/4 SW/4 SE/4;
Section 15: SE/4 NE/4 W/2 NE/4 W/2 SE/4;

and containing 1,086.63 acres, more or less, herein called the "Property".

The term of said Mining Lease shall be for a Primary Term of Five (5) Years from the date set forth above with the option to extend the Primary Term for an additional Three (3) Years, and so long thereafter as Minerals are being produced from the Property as therein provided.

Reference is hereby made to executed copies of said Mining Lease in possession of Lessor and POWERTECH, respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.
IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Mining Lease to be entered into this 2nd day of April 2007.

LESSOR:

BLACK STONE MINERALS COMPANY, L.P.
By: Black Stone Interests, L.L.C.,
    Its General Partner

By: [Signature]
    Mark E. Robinson
    Vice President
    Minerals Management and Legal

POWERTECH (USA), INC.
By: [Signature]
    Richard F. Clement, Jr.
ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mark E. Robinson, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Black Stone Interests, L.L.C., General Partner of BLACK STONE MINERALS COMPANY, L.P., a Delaware limited partnership, and that he executed the same as the act of said partnership for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal this 30th day of May, 2007.

Notary Public, State of Texas

STATE OF NEW MEXICO

COUNTY OF Bernalillo

On this 13th day of April, 2007, before me, personally appeared Richard F. Clement, Jr. of POWERTECH, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing and who acknowledged that he executed the foregoing instrument for the purposes therein contained for and on behalf of POWERTECH (USA), INC.

In witness whereof, I hereunto set my hand and seal.

Notary Public, State of New Mexico

My Commission Expires 12/31/2010

OFFICIAL SEAL

December 2012

A-17

Attachment A
MEMORANDUM OF MINING LEASE

STATE OF SOUTH DAKOTA, COUNTY OF CUSTER-SS

KNOW ALL MEN BY THESE PRESENTS THAT:

Daniel Properties, LLC and Chris Daniel and Amy Daniel, husband and wife, of 8000 Pollock Road, Rogers Arkansas 72756 as Lessor, has executed and delivered to DENVER URANIUM COMPANY, LLC, a Colorado LLC, 9910 East Costilla, Suites F and G, Centennial, Colorado 80112, herein called "DENVER URANIUM", as Lessee, a Mining Lease thereto dated October 18, 2005, covering lands situated in CUSTER County, South Dakota, said land being more particularly described as follows, to-wit:

Township 6 South, Range 1 East, Black Hills Meridian
Section 35: Lots 7(39.07), 8(38.98), S/2SW/4

Containing 158.05 acres m/l, in Custer County, South Dakota

AND WHEREAS, duplicate copies of said Mining Lease are in the possession of Daniel Properties, LLC and Chris Daniel and Amy Daniel, husband and wife, and DENVER URANIUM COMPANY, LLC, where the same may be examined at the above addresses by any person having the lawful right or legitimate interest therein during normal business hours.

NOW THEREFORE, for the consideration set out in said Mining Lease, Daniel Properties, LLC and Chris Daniel and Amy Daniel, hereby grants unto DENVER URANIUM COMPANY, LLC, all rights as specified in such lease into and upon the land covered thereby, being the lands described and referred to above, for the purposes and considerations therein set forth. Reference is hereby made to said Mining Lease for all purposes and said document is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 10th day of December, 2012.

GRANTOR(S): Daniel Properties, LLC

By: Chris Daniel
Title: Partner
Chris Daniel

GRANTEE: DENVER URANIUM COMPANY, LLC

By: Richard F. Clement Jr.
Title: Managing Member

Amy Daniel

Amy Daniel
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Arkansas } ss:
COUNTY OF Benton } ss:

BE IT REMEMBERED, That on this 9th day of June, 2006, before me, a Notary Public in and for said County and State, personally appeared the for Daniel Properties, LLC, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

BRENDA JO BUCHANAN
NOTARY PUBLIC-STATE OF ARKANSAS
BENTON COUNTY
MY COMM. EXP. APRIL 7, 2009

My Commission Expires: April 7th 2009

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Arkansas } ss:
COUNTY OF Benton } ss:

BE IT REMEMBERED, That on this 9th day of June, 2006, before me, a Notary Public in and for said County and State, personally appeared Chris Daniel and Amy Daniel, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

BRENDA JO BUCHANAN
NOTARY PUBLIC-STATE OF ARKANSAS
BENTON COUNTY
MY COMM. EXP. APRIL 7, 2009

My Commission Expires: April 7th 2009
STATE OF New Mexico
COUNTY OF Bernalillo

BE IT REMEMBERED, That on this 10th day of MAY, 2006, before me, a Notary Public in and for said County and State, personally appeared Richard F. Clement, Jr. the Managing Member for DENVER URANIUM COMPANY, LLC, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

Mary Paizano
Notary Public
Residing at: 3660 Calle del Monte NE
Albuquerque, NM 87110
My Commission Expires: 09-09-07

MARY PAIZANO
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 09-09-07
MEMORANDUM OF MINING LEASE

STATE OF SOUTH DAKOTA )
) ss.
COUNTY OF FALL RIVER )

KNOW ALL MEN BY THESE PRESENTS THAT:

DANIEL PROPERTIES, LLC, of 32114 473rd Avenue, Elk Point, SD 57025-6718, as Lessor, has executed and delivered to Denver Uranium Company, LLC, a Colorado LLC, 6200 S. Troy Circle, Suite 150, Centennial, CO 80111, as Lessee, a Mining Lease thereto dated September 12, 2005, covering lands situated in Fall River County, South Dakota, said land being more particularly described as follows, to-wit:

Township / South, Range / East, Black Hills Meridian
Section 1: Lots 1(40.07), 2(40.19), 3(40.31), 4(40.43), S/2N/2, S/2
Section 2: Lots 1(40.57), 2(40.75), 3(40.93), 4(41.11), S/2, S/2N/2
Section 11: NE/4, N2SE/4, NE/4NW/4, SE4NW/4, NE4SW/4

Containing 1644.36 acres, more or less, in Fall River County, South Dakota

AND WHEREAS, duplicate copies of said Mining Lease are in the possession of Daniel Properties, LLC and Denver Uranium Company, LLC, where the same may be examined at the above addresses by any person having the lawful right or legitimate interest therein during normal business hours.

NOW THEREFORE, for the consideration set out in said Mining Lease, Daniel Properties, LLC, hereby grants unto Denver Uranium Company, LLC, all rights as specified in such lease into and upon the lands covered thereby, being the lands described and referred to above, for the purposes and considerations therein set forth. Reference is hereby made to said Mining Lease for all purposes and said document is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 14th day of August, 2007.

GRANTOR: Daniel Properties, LLC
By: Chris Daniel

GRANTEE: Denver Uranium Company, LLC
By: Richard P. Clement, Jr.
Title: Managing Member
ACKNOWLEDGEMENT IN REPRESENTATIVE CAPACITY

STATE OF ARKANSAS )
COUNTY OF WASHINGTON ) ss.

BE IT REMEMBERED, that on this 7th day of August, 2007, before me a Notary Public in and for said County and State, personally appeared Chris Daniel, of DANIEL PROPERTIES, LLC, known to me to be the person authorized to execute the within and foregoing instrument and acknowledged to me that he executed the same as the free and voluntary act and deed for the corporate uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

KIM M. KENNEDY
Notary Public
Residing at: 1002 Snowy River Ranch, AR

My Commission Expires: 01-12-2010

ACKNOWLEDGEMENT IN REPRESENTATIVE CAPACITY

STATE OF COLORADO )
COUNTY OF ARAPAHOE ) ss.

BE IT REMEMBERED, that on this 24th day of August, 2007, before me, a Notary Public in and for said County and State, personally appeared Richard J. Christoph, of DENVER URANIUM COMPANY, LLC., known to me to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

KIM M. KENNEDY
Notary Public
Residing at: Aurora, AR

My Commission Expires 08/02/2008
Memorandum of Mining Lease (Short Form)

THIS MEMORANDUM OF MINING LEASE (SHORT FORM) is made and entered into effective May 30, 2006; by and between BARBARA JACQUELINE S. LAESCH ELLISON (hereinafter "Lessor"), currently residing at 10012 Mayfield Drive, Bethesda, MD 20817, and KELSEY BOLTZ (hereinafter "Lessee"), currently residing at 6606 North Hillside Drive, Paradise Valley, AZ 85253-4012 (both Lessor and Lessee being collectively referred to hereinafter as the "Parties").

IN WITNESS WHEREOF:

WHEREAS, the Parties hereto entered into a Mining Lease (hereinafter "Lease") effective July 25, 2006, covering lands more particularly described as follows (hereinafter as the "Leased Premises"):  

Township 7 South, Range 1 East, B.H.M.  
Section 10  
N1/2 NW1/4  

Containing 80.00 acres, more or less, Fall River County, South Dakota

WHEREAS, pursuant to said Lease and in consideration of the rentals, royalties, and mutual covenants contained therein, Kelsey Boltz was granted certain access and mining rights on and in the Leased Premises, for a period of ten (10) years, and so long thereafter as certain minerals (excluding coal, oil, gas, gasoline, sulphur, condensates and associated hydrocarbon substances) are produced from said Leased Premises; said Lease being in the possession of all Parties thereto.

NOW THEREFORE, this Memorandum of Mining Lease (Short Form), made in recordable form and duly recorded in the Office of the Clerk of Fall River County, South Dakota, shall, for all purposes, serve notice of the effective date thereto;

This Memorandum is executed by EDWARD M. TOPHAM as Agent on behalf of the Lessee, Kelsey Boltz, under authority granted to said Agent under that certain Agreement to Represent as Agent for Mining Interests executed by Kelsey Boltz in his favor, on January 1, 2006.

IN WITNESS WHEREOF this Memorandum is executed on this 1st day of August, 2006, by EDWARD M. TOPHAM.

Memorandum of Mining Lease - Laesch 0006: Page 1 of 2
KELSEY BOLTZ

EDWARD M. TOPHAM
Agent for Kelsey Boltz, the herein named Lessee
5320 North 16th Street, No. 114
Phoenix, AZ 85016-3241

Acknowledgment

State of Arizona

County of Maricopa

On this 1st day of August, 2006, before me personally appeared EDWARD M. TOPHAM, acting as agent on behalf of Kelsey Boltz, under authority granted to him in the above-referenced Agreement, who is known to me to be the person described in, and who executed the foregoing Memorandum of Mining Lease (Short Form) and acknowledged that he executed same for the purposes expressed therein, having authority to so do.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission Expires:

February 24, 2010

Maudi Gomez
Notary Public

MEMORANDUM OF MINING LEASE - LAESCH 0006: PAGE 2 OF 2
MEMORANDUM OF MINING LEASE

STATE OF SOUTH DAKOTA, COUNTY OF CUSTER SS

Known all men by these presents that:

Elston Bros. Realty Co., LLC, a Nebraska Limited Liability Corporation principally located at 2227 So. 185th Street, Omaha, Nebraska 68130, as lessor, has executed and delivered to Denver Uranium Company, LLC, a Colorado LLC, 9910 East Costilla, Suites F & G, Centennial, Colorado 80112 (herein called “Denver Uranium”), as Lessee, a Mining Lease thereto dated September 21st, 2005, covering lands situated in Custer County, South Dakota, said land being more particularly described as follows, to-wit:

Township 6 South, Range 1 East, Black Hills Meridian
Section 29: N/2NW/4, SW/4NE/4, W/2SE/4
Section 30: SE/4
Section 32: S/2NW/4, W/2NE/4, SE/4NE/4

Containing a total of 560.00 acres, more or less.

And whereas, duplicate copies of said Mining Lease are in the possession of Elston Brothers Realty Company, LLC, and Denver Uranium Company, LLC, where the same may be examined at the above addresses by any person having the lawful right or legitimate interest therein during normal business hours.

Now therefore, for the consideration set out in said Mining Lease, Elston Brothers Realty Company, LLC, hereby grants unto Denver Uranium Company, LLC, all rights as specified in such lease into and upon the land covered thereby, being the lands described and referred to above, for the purposes and considerations therein set forth. Reference is hereby made to said Mining Lease for all purposes and said document is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

In witness whereof, the parties hereto have executed this instrument this 16th day of May, 2012.

GRANTOR: Elston Bros. Realty Co., LLC
By: [Signature]
Title: [Title]

GRANTEE: Denver Uranium Company, LLC
By: Richard F. Clement, Jr.
Title: Managing Member

[Stamp]
ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF DAWES

BE IT REMEMBERED, That on this 15th day of June, 2006, before me, a Notary Public in and for said County and State, personally appeared the for Elston Brothers Realty Company, LLC, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

Notary Public

My Commission Expires: ____________________________

ACKNOWLEDGMENT

STATE OF NEW MEXICO
COUNTY OF Bernalillo

BE IT REMEMBERED, That on this 10th day of May, 2006, before me, a Notary Public in and for said County and State, personally appeared Richard F. Clement, Jr. the for DENVER URANIUM COMPANY, LLC, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

Notary Public

My Commission Expires: 6-9-09
PURCHASE AGREEMENT

This Purchase Agreement is entered into effective the 31st day of March, 2006, by and between RICHARD E. ELSTON, of 3312 West Connaught, Spokane, Washington 99208, hereinafter referred to as seller, and POWERTECH (USA) INC., a South Dakota corporation, of 618 State Street, Belle Fourche, South Dakota 57717-1489, hereinafter referred to as buyer.

TERMS

1. Mineral Interest. Seller hereby offers and agrees to sell, and buyer hereby accepts and agrees to buy, an undivided one-third (1/3) interest in and to the following-described minerals (the "Mineral Interest") located in, on and under the following-described real property in Custer County, South Dakota:

Minerals:
All minerals of whatever nature, except oil and gas.

Real Property:
Township 6 South, Range 1 East, B.H.M.:
Sec. 29: N½NW¼; SW¼NE¼; and W½SB¼.
Sec. 30: SB¼.
Sec. 32: S½NW¼; W½NE¼; and SB¼NE¼.

2. Sale Price. The total sale price for the Mineral Interest shall be $________ payable as set forth in Paragraph 3 below.

3. Payment of Sale Price.

a. At Closing, buyer shall pay to seller a down payment of $________ and buyer shall continue to pay seller a like amount on or before the second through tenth yearly anniversaries of the date of Closing, subject to acceleration as set forth in Paragraph 3(b) below. The down payment and the ten (10) yearly payments after Closing will total $________.

3/28/06 Revision

[Signature]

[Stamp]
MEMORANDUM OF MINING LEASE

STATE OF SOUTH DAKOTA )
COUNTY OF FALL RIVER ) ss.

KNOW ALL MEN BY THESE PRESENTS THAT:

ROY GUESS, whose address is 1865 Beverly St., Apt. 101, Casper, WY 82609, and JEAN SWIRCZYNSKI, whose address is P.O. Box 1848, Casper, WY 82602, as Lessors, have executed and delivered to POWERTECH (USA), INC., A South Dakota Corporation, 6200 S. Troy Circle, Suite 150, Centennial, CO 80111, as Lessee, a Mining Lease thereto dated September 5, 2007, covering lands situated in Fall River County, South Dakota, said land being more particularly described as follows, to-wit:

Township 7 South, Range 1 East, Black Hills Meridian
Section 9: E/2SE/4
Section 10: NE/4, SW/4, W/2SE/4
Section 11: S/2SE/4, SE/4SW/4
Section 14: N/2NE/4NW/4, N/2NW/4NE/4
Section 15: N/2 less and except NE/4NE/4

Containing 920 acres, more or less, in Fall River County, South Dakota

AND WHEREAS, duplicate copies of said Mining Lease are in the possession of Roy Guess et al and Powertech (USA), Inc., where the same may be examined at the above addresses by any person having the lawful right or legitimate interest therein during normal business hours.

NOW THEREFORE, for the consideration set out in said Mining Lease, Roy Guess et al, grants unto Powertech (USA), Inc. all rights as specified in such lease into and upon the lands covered thereby, being the lands described and referred to above, for the purposes and considerations therein set forth. Reference is hereby made to said Mining Lease for all purposes and said document is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 5th day of September, 2007.

GRANTOR: GRANTOR:
Roy Guess Jean Swirczymski

Roy Guess Jean Swirczymski
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Wyoming )
COUNTY OF Natrona ) ss.

BE IT REMEMBERED, that on this 19 day of September, 2007, before me a Notary Public in and for said County and State, personally appeared ROY GUESS and JEAN SWIRCZYNSKI, known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

My Commission Expires: 3-1-09

ACKNOWLEDGEMENT IN REPRESENTATIVE CAPACITY

STATE OF COLORADO )
COUNTY OF ARAPAHOE ) ss.

BE IT REMEMBERED, that on this 24th day of September, 2007, before me, a Notary Public in and for said County and State, personally appeared Richard S. of POWERTech (USA), INC., known to me to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

My Commission Expires: 09/09/2008
Memorandum of Mining Lease (Short Form)

THIS MEMORANDUM OF MINING LEASE (SHORT FORM) is made and entered into effective September 30, 2006, by and between FRANCIS X. JOZWIK and PHYLLIS JOZWIK (hereinafter "Lessor"), currently residing at 2941 Pilot Drive, Casper, WY 82604, and KELSEY BOLTZ (hereinafter "Lessee"), currently residing at 6606 North Hillside Drive, Paradise Valley, AZ 85253-4072 (both Lessor and Lessee being collectively referred to hereinafter as the "Parties").

WHEREAS, the Parties hereto entered into a Mining Lease (hereinafter "Lease") effective November 22, 2005, covering lands more particularly described as follows (hereinafter as the "Leased Premises"): 

Township 6 South, Range 1 East, B.H.M.
Section 19: E1/2 NW1/4; S1/2 NE1/4; SE1/4; E1/2 SW1/4, Lots 3 and LOT 4;
Section 30: NE1/4, E1/2 W1/2; Lots 1, 2, 3 and 4;
Section 31: LOT 1

Containing 979.09 acres, more or less, Custer County, South Dakota

WHEREAS, pursuant to said Lease and in consideration of the rentals, royalties, and mutual covenants contained therein, Kelsey Boltz was granted certain access and mining rights on and in the Leased Premises, for a period of ten (10) years, and so long thereafter as certain minerals (excluding coal, oil, gas, gasoline, sulphur, condensates and associated hydrocarbon substances) are produced from said Leased Premises; said Lease being in the possession of all Parties thereto.

NOW THEREFORE, this Memorandum of Mining Lease (Short Form), made in recordable form and duly recorded in the Office of the Clerk of Fall River County, South Dakota, shall, for all purposes, serve notice of the Lease and for all purposes hereinafter give notice of the effective date thereto;

This Memorandum is executed by EDWARD M. TOPHAM as Agent on behalf of the Lessee, Kelsey Boltz, under authority granted to said Agent under that certain Agreement to Represent as Agent for Mining Interests executed by Kelsey Boltz in his favor, on January 1, 2006.

IN WITNESS WHEREOF this Memorandum is executed on this 1st day of August, 2006, by EDWARD M. TOPHAM.
KELSEY BOLTZ

EDWARD M. TOPHAM
Agent for Kelsey Boltz, the herein named Lessee
5320 North 16th Street, No. 114
Phoenix, AZ 85016-3241

Acknowledgment

State of Arizona

County of Maricopa

On this 1st day of August, 2006, before me personally appeared EDWARD M. TOPHAM, acting as agent on behalf of Kelsey Boltz, under authority granted to him in the above-referenced Agreement, who is known to me to be the person described in, and who executed the foregoing Memorandum of Mining Lease (Short Form) and acknowledged that he executed same for the purposes expressed therein, having authority to so do.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission Expires:

________________________
Maudi Gomez
Notary Public

Memorandum of Mining Lease - Jozwik 0001: Page 2 of 2
Memorandum of Mining Lease (Short Form)

THIS MEMORANDUM OF MINING LEASE (SHORT FORM) is made and entered into effective September 30, 2006, by and between PAUL JOZWIK and JANET JOZWIK (hereinafter "Lessor"), currently residing at 294138 Pilot Drive, Casper, WY 82604, and KELSEY BOLTZ (hereinafter "Lessee"), currently residing at 6606 North Hillside Drive, Paradise Valley, AZ 85253-4072 (both Lessor and Lessee being collectively referred to hereinafter as the "Parties").

WITNESSTH:

WHEREAS, the Parties hereto entered into a Mining Lease (hereinafter "Lease") effective November 22, 2005, covering lands more particularly described as follows (hereinafter as the "Leased Premises"): 

Township 6 South, Range 1 East, B.H.M.
Section 19: E1/2 NW1/4; S1/2 NE1/4; SE1/4; E1/2 SW1/4, Lots 3 and LOT 4;
Section 30: NE1/4, E1/2 W1/2; Lots 1, 2, 3 and 4;
Section 31: Lot 1

Containing 979.09 acres, more or less, Custer County, South Dakota

WHEREAS, pursuant to said Lease and in consideration of the rentals, royalties, and mutual covenants contained therein, Kelsey Boltz was granted certain access and mining rights on and in the Leased Premises, for a period of ten (10) years, and so long thereafter as certain minerals (excluding coal, oil, gas, gasoline, sulphur, condensates and associated hydrocarbon substances) are produced from said Leased Premises; said Lease being in the possession of all Parties thereto.

NOW THEREFORE, this Memorandum of Mining Lease (Short Form), made in recordable form and duly recorded in the Office of the Clerk of Fall River County, South Dakota, shall, for all purposes, serve notice of the Lease and for all purposes hereinafter give notice of the effective date thereto;

This Memorandum is executed by EDWARD M. TOPHAM as Agent on behalf of the Lessee, Kelsey Boltz, under authority granted to said Agent under that certain Agreement to Represent as Agent for Mining Interests executed by Kelsey Boltz in his favor, on January 1, 2006.

IN WITNESS WHEREOF this Memorandum is executed on this 1st day of August, 2006, by EDWARD M. TOPHAM.
EDWARD M. TOPHAM
Agent for Kelsey Boltz, the herein named Lessee
5320 North 16th Street, No. 114
Phoenix, AZ 85016-3241

Acknowledgment

State of Arizona

County of Maricopa

On this 15th day of August, 2006, before me personally appeared EDWARD M. TOPHAM, acting as agent on behalf of Kelsey Boltz, under authority granted to him in the above-referenced Agreement, who is known to me to be the person described in, and who executed the foregoing Memorandum of Mining Lease (Short Form) and acknowledged that he executed same for the purposes expressed therein, having authority to so do.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission Expires:

February 24, 2010

MAUDI GOMEZ
Notary Public

Memorandum of Mining Lease - Jozwik 0002: Page 2 of 2
MEMORANDUM OF MINING LEASE (SHORT FORM)

This Memorandum of Mining Lease (Short Form) is made and entered into effective June 1, 2006 by and between Helen L. Kellberg and Carl Leavy Kellberg, wife and husbend, ("LESSORS"), whose address is 14516 SE 112th Place, Renton, WA 98055 and Kelsey Boltz ("LESSEE"), whose address is 6606 N. Hillsdale Dr., Paradise Valley, AZ 85253.

WITNESSETH:

WHEREAS, the Parties hereto entered into a Mining Lease ("LEASE") effective August 8, 2005 covering lands more particularly described as ("LEASED PREMISES"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS, pursuant to said lease and in consideration of the rents, royalties and mutual covenants contained therein, Kelsey Boltz was granted certain access and mining rights on and in the LENDED PREMISES for a period of ten (10) years and so long thereafter as certain minerals (including coal, oil, gas, underground gas, gasoline, sulphur, condensates and associated hydrocarbons) are produced from said LENDED PREMISES, said LEASE being in the possession of all Parties thereto.

NOW THEREFORE, this Memorandum of Mining Lease (Short Form), made in recordable form and duly recorded in the Clerk’s Office of Fall River County, South Dakota shall for all purposes serve notice of the LEASE and for all purposes hereinafter give notice of the effective date thereto.

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

Helen L. Kellberg

Carl Leavy Kellberg, POA

ACKNOWLEDGEMENT:

STATE OF WASHINGTON

COUNTY OF

On this 5th day of June, 2006, before me personally appeared Helen Kellberg, known to me to be the person(s) who is(are) described in and who executed the foregoing instrument and acknowledged that he/she executed same for the purposes therein expressed.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission expires: 8.9.09

Notary Public: J. W. WISE
EXHIBIT "A"

TOWNSHIP 7 SOUTH- RANGE 1 EAST, R.H.M.
Section 10: N/2NW/4

Containing 80.00 acres, more or less
Fall River County, South Dakota
MEMORANDUM OF MINING LEASE
(SHORT FORM)

THIS MEMORANDUM OF MINING LEASE (SHORT FORM) is made and entered into effective June 1, 2006 by and between Carol A. Leesch, a widow, ("LESSOR"), whose address is 6 Creekbrook Court, St. Charles, MO 63304 and Kelsey Berts ("LESSEE"), whose address is 6006 N. Hillsboro Dr., Paradise Valley, AZ 85253

WITNESSETH:

WHEREAS, the Parties hereto entered into a Mining Lease ("LEASE") effective July 26, 2005 covering lands more particularly described as ("LEASED PREMISES"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS, pursuant to said lease and in consideration of the rentals, royalties and covenants contained therein, Kelsey Berts was granted certain access and mining rights on and in the LEASED PREMISES for a period of ten (10) years and so long thereafter as certain minerals (including coal, oil, gas, cinnabar gas, gasolene, sulphur, cinnabar and associated hydrocarbon substances) are produced from said LEASED PREMISES; said LEASE being in the possession of all Parties thereto.

NOW THEREFORE, this MEMORANDUM OF MINING LEASE (SHORT FORM), made in recordable form and duly recorded in the Clerk's Office of Fall River County, South Dakota shall for all purposes serve notice of the LEASE and for all purposes hereinafter give notice of the effective date thereof;

IN WITNESS WHEREOF this instrument is executed the day and year first above written.

Carol A. Leesch

ACKNOWLEDGEMENT:

STATE OF MISSOURI

COUNTY OF

On this 8th day of June, 2006, before me personally appeared Carol A. Leesch, known to me to be the person(s) who is (are) described in and who executed the foregoing instrument and acknowledged that he/she executed same for the purposes therein expressed.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission expires: 3-27-08

Notary Public

Gwendolyn F. Baldwin
Notary Public-Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: March 27, 2008
EXHIBIT "A"

TOWNSHIP 7 SOUTH, RANGE 1 EAST, R.H.M.
Section 18, NE 1/4 NW 1/4

Containing 90.00 acres, more or less
Fall River County, South Dakota
MEMORANDUM OF MINING LEASE
(SHORT FORM)

THIS MEMORANDUM OF MINING LEASE (SHORT FORM) is made and entered into effective June 1, 2006 by and between Frederick W. Lasch and Marilyn C. Lasch, husband and wife, ("LESSORS"), whose address is 524 N. 14th Street, Niles, MI 49120 and Kelsey Belsa ("LESSEE"), whose address is 6606 N. Hillsite Dr., Paradise Valley, AZ 85253

WITNESSETH:

WHEREAS, the Parties have entered into a Mining Lease ("LEASE") effective July 25, 2005 covering lands more particularly described as ("LEASED PREMISES")

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS, pursuant to said lease and in consideration of the rentals, royalties and mutual covenants contained therein, Kelsey Belsa was granted certain access and mining rights on and in the LEASED PREMISES for a period of ten (10) years and so long thereafter as certain minerals (excluding coal, oil, gas, casinghead gas, gasolene, sulphur, condensates and associated hydrocarbon substances) are produced from said LEASED PREMISES; said LEASE being in the possession of all Parties thereto.

NOW THEREFORE, this MEMORANDUM OF MINING LEASE (SHORT FORM), made in recordable form and duly recorded in the Clark's Office of Fall River County, South Dakota shall for all purposes serve notice of the LEASE and for all purposes hereinafter give notice of the effective date thereof:

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

[Signature]
Frederick W. Lasch

[Signature]
Marilyn C. Lasch

ACKNOWLEDGEMENT:

STATE OF MICHIGAN

COUNTY OF

On this 15th day of June, 2006, before me personally appeared Frederick W. Lasch and Marilyn C. Lasch, known to me to be the person(s) who is (are) described in and who executed the foregoing instrument and acknowledged that he/she executed same for the purposes therein expressed.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission expires: 10/14/2010

[Signature]
Notary Public
EXHIBIT "A"

TOWNSHIP 7 SOUTH, RANGE 1 EAST, R.E.M.
Section 19, "N/2NW/4"

Containing 80.00 acres, more or less
Fall River County, South Dakota
MEMORANDUM OF MINING LEASE
(SHORT FORM)

THIS MEMORANDUM OF MINING LEASE (SHORT FORM) is made and entered into effective June 1, 2006 by and between
Rev. Norman Theodore Leach and Joyce Margaret Leach, husband and wife, ("LESSORS"), whose address is 24721 Daphne
East, Mission Viejo, CA 92691 and Kelsey Bolts ("LESSEE"), whose address is 6505 N. Hillside Dr., Paradise Valley, AZ 85253

WITNESSETH:

WHEREAS, the Parties hereto entered into a Mining Lease ("LEASE") effective July 25, 2005 covering lands more particularly
described as ("LEASED PREMISES"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS, pursuant to said lease and in consideration of the rentals, royalties and renewal covenants contained therein, Kelsey Bolts
was granted certain access and mining rights on and in the LENDED PREMISES for a period of ten (10) years and no long thereafter as
certain minerals (excluding coal, oil, gas, casinghead gas, gasolines, sulphur, condensates and associated hydrocarbon substances) are
produced from said LENDED PREMISES; said LEASE being in the possession of all Parties thereto.

NOW THEREFORE, this MEMORANDUM OF MINING LEASE (SHORT FORM), made in recordable form and duly recorded in
the Clerk's Office of Fall River County, South Dakota shall for all purposes serve notice of the LEASE and for all purposes hereinafter
give notice of the effective date thereof;

IN WITNESS WHEREOF this instrument is executed the day and year first above written.

Norman Theodore Leach
Joyce Margaret Leach

ACKNOWLEDGEMENT:

STATE OF CALIFORNIA

COUNTY OF

On this 25th day of June, 2006, before me personally appeared

[Signature]

Known to me to be the person(s) who is (are) described in and who executed the foregoing instrument and acknowledged that he/she
executed same for the purposes therein expressed.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission expires: May 8, 2007

Notary Public:
EXHIBIT "A"

TOWNSHIP 7 SOUTH, RANGE 1 EAST, R.H.M.
Section 18, N/2INW/4

Containing 85.60 acres, more or less
Fall River County, South Dakota
MEMORANDUM OF MINING LEASE
(SHORT FORM)

THIS MEMORANDUM OF MINING LEASE (SHORT FORM) is made and entered into effective June 1, 2006, by and between Roger C. Lesch and Jeannette R. Lesch, husband and wife, ("LESSORS"), whose address is 4509 N. 106th Street, Wauwatosa, WI 53225-4518 and Kelcy Belts ("LESSEE"), whose address is 6606 N. Hillside Dr., Paradise Valley, AZ 85253.

WITNESSETH:

WHEREAS, the Parties hereto entered into a Mining Lease ("LEASE") effective July 25, 2005 covering lands more particularly described as ("LEASED PREMISES"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

WHEREAS, pursuant to said lease and in consideration of the rentals, royalties and mutual covenants contained therein, Kelcy Belts was granted certain access and mining rights on and in the LEASED PREMISES for a period of ten (10) years and so long thereafter as certain minerals (including coal, oil, gas, casinghead gas, gasoline, sulphur, condensates and associated hydrocarbon substances) are produced from said LEASED PREMISES; said LEASE being in the possession of all Parties thereto.

NOW THEREFORE, this MEMORANDUM OF MINING LEASE (SHORT FORM), made in recordable form and duly recorded in the Clerk’s Office of Fall River County, South Dakota shall for all purposes serve notice of the LEASE and for all purposes hereinafter give notice of the effective date thereof.

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

[Signatures]

ACKNOWLEDGEMENT:

STATE OF WISCONSIN

COUNTY OF Milwaukee

On the 21st day of June, 2006, before me personally appeared

[Signature] Known to me to be the person(s) who is (are) described in and who executed the foregoing instrument and acknowledged that he/she executed same for the purposes therein expressed.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission expires: 05/09/09

[Notary Public]

[Seal]

DAVID WEINBAK
Notary Public
State of Wisconsin

036585
EXHIBIT "A"

TOWNSHIP 7 SOUTH, RANGE 1 EAST, B.H.M.
Section 10: N02NW

Containing 90.00 acres, more or less
Fall River County, South Dakota
MEMORANDUM OF MINING LEASE
(SHORT FORM)

THIS MEMORANDUM OF MINING LEASE (SHORT FORM) is made and entered into effective June 1, 2006 by and between Steven Laesch and Elizabeth Laesch, husband and wife, ("LESSORS"), whose address is 7509 Vista Ridge Court, Garland, TX 75004 and Kelsey Belz ("LESSEE"), whose address is 6606 N. Hillsides Dr., Paradise Valley, AZ 85253

WITNESSETH:

WHEREAS, the Parties hereto entered into a Mining Lease ("LEASE") effective August 8, 2005 covering lands more particularly described as ("LEASED PREMISES"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS, pursuant to said lease and in consideration of the rentals, royalties and mutual covenants contained therein, Kelsey Belz was granted certain access and mining rights on and in the LEASED PREMISES for a period of ten (10) years and so long thereafter as certain minerals (excluding coal, oil, gas, casinghead gas, gasoline, sulphur, condensates and associated hydrocarbon substances) are produced from said LEASED PREMISES; said LEASE being in the possession of all Parties thereto.

NOW THEREFORE, this MEMORANDUM OF MINING LEASE (SHORT FORM), made in recordable form and duly recorded in the Clerk's Office of Falls River County, South Dakota shall for all purposes serve notice of the LEASE and for all purposes hereinafter give notice of the effective date thereof;

IN WITNESS WHEREOF this instrument is executed the day and year first above written.

Steven Laesch
Elizabeth A. Laesch

ACKNOWLEDGMENT:

STATE OF TEXAS:

COUNTY OF DALLAS

On this 5th day of JUNE 2006, before me personally appeared STEVEN M. LAESCH
ELIZABETH A. LAESCH of 7509 VISTA RIDGE CT, GARLAND, TX 75044.

Known to me to be the person(s) who is (are) described in and who executed the foregoing instrument and acknowledged that he/she executed same for the purposes therein expressed.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission expires: 01/11/2008

Notary Public:

Doc 3DF000037
EXHIBIT "A"

TOWNSHIP 7 SOUTH, RANGE 1 EAST, R.H.M.
Section 10: 1/4(SW/4)

Containing 80.80 acres, more or less
Fall River County, South Dakota
MEMORANDUM OF MINING LEASE (SHORT FORM)

THIS MEMORANDUM OF MINING LEASE (SHORT FORM) is made and entered into effective June 1, 2006 by and between WILLIAM LEECH, a single man, ("LESSOR"), whose address is 1608 Hickory Lane, Apt. 6, New Holstein, WI 53061 and Kelsey Boltz ("LESSEE"), whose address is 6000 N. Hillside Dr., Paradise Valley, AZ 85253.

WHEREAS, the Parties hereto entered into a Mining Lease ("LEASE") effective July 25, 2005 covering lands more particularly described as ("LEASED PREMISES");

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

WHEREAS, pursuant to said lease and in consideration of the rents, royalties and mutual covenants contained therein, Kelsey Boltz was granted certain access and mining rights on and in the L EASED PREMISES for a period of ten (10) years and so long thereafter as certain minerals (including coal, oil, gas, unshipped gas, gasoline, asphalt, condensates and associated hydrocarbon substances) are produced from said L EASED PREMISES, said LEASE being in the possession of all Parties thereto.

NOW THEREFORE, this MEMORANDUM OF MINING LEASE (SHORT FORM), made in recordable form and duly recorded in the Clerk’s Office of Fall River County, South Dakota shall for all purposes serve notice of the LEASE and for all purposes hereinafter give notice of the effective date thereof;

IN WITNESS WHEREOF this instrument is executed the day and year first above written.

William E. Leech

ACKNOWLEDGEMENT:

STATE OF WISCONSIN

COUNTY OF

On this 5th day of June 2006, before me personally appeared William Leech.

Known to me to be the person(s) who is (are) described in and who executed the foregoing instrument and acknowledged that he/she executed same for the purposes therein expressed.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission expires: 3/23/08

Notary Public

Doc 8DF000338

December 2012

A-48

Attachment A
EXHIBIT "A"

TOWNSHIP 7 SOUTH, RANGE 1 EAST, R.H.M.
Section 10, N32RNW4

Containing 50.00 acres, more or less
Fall River County, South Dakota
MEMORANDUM OF MINING LEASE

STATE OF SOUTH DAKOTA )
COUNTY OF FALL RIVER ) ss.

KNOWN ALL MEN BY THESE PRESENTS THAT:

James Clifford Lovell and Patricia C. Johnson, joint tenants, whose address is P.O. Box 473, Hot Springs, SD 57747 ("Lessor"), has executed and delivered to Powertech (USA), Inc. ("Lessee"), 5575 DTC Parkway, Suite 140, Greenwood Village, CO 80111, a South Dakota corporation, herein called "Powertech", a mining lease thereto dated May 17, 2012, covering lands situated in Fall River County, South Dakota, said land being more particularly described as follows, to-wit:

Township 7 South, Range 1 East
Section 10: Lots 9, 10, 11 & 12 in Blk 2 of the ("Townsite of Burdock") in the southern portion of the E½N½W½SW½.
Containing 0.32 acres, more or less

AND WHEREAS, duplicate copies of said Mining Lease are in the possession of James Clifford Lovell and Patricia C. Johnson and Powertech, where the same may be examined at the above addresses by any person having the lawful right or legitimate interest therein during normal business hours.

NOW THEREFORE, for the consideration set out in said Mining Lease, James Clifford Lovell and Patricia C. Johnson hereby grant unto Powertech, all rights as specified in such lease into and upon the land covered thereby, being the lands described and referred to above for the purposes and considerations therein set forth. Reference is hereby made to said Mining Lease for all purposes and said document is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 22nd day of December, 2012.

GRANTORS:

[Signatures of James Clifford Lovell and Patricia C. Johnson]
GRANTEE: Powertech (USA) Inc.

By: James A. Bonner
Title: VP Exploration

ACKNOWLEDGEMENT IN REPRESENTATIVE CAPACITY

STATE OF Colorado )
COUNTY OF Arapahoe ) ss.

On this 27th day of August, 2012, before me, the undersigned officer, personally appeared James Clifford Lovell and Patricia C. Johnson, joint tenants, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)
Barbara Houston
Notary Public
State of Colorado
Notary ID 20114071570
My Commission Expires 03/09/2018

ACKNOWLEDGEMENT IN REPRESENTATIVE CAPACITY

STATE OF South Dakota )
COUNTY OF Fall River ) ss.

On this the 11th day of October, 2012, before me, the undersigned officer, personally appeared James A. Bonner, who acknowledged himself to be the Vice President of POWERTECH (USA), INC., and he, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)
Lana Gray
Notary Public
State of South Dakota
My Commission Expires: October 20, 2016
Prepared by:
Edward M. Topham
Neutron Energy, Inc.
5320 North 16th Street, No. 114
Phoenix, AZ 85016-3241
Telephone: (602) 795-1664

Memorandum of Mining Lease
(Short Form)

THIS MEMORANDUM OF MINING LEASE (SHORT FORM) is made and entered into effective September 30, 2006; by and between PAUL LOWHAM (hereinafter "Lessor"), currently residing at P.O. Box 14760, Jackson, WY 83002, and KELSEY BOLTZ (hereinafter "Lessee"), currently residing at 6606 North Hillside Drive, Paradise Valley, AZ 85253-4072 (both Lessor and Lessee being collectively referred to hereinafter as the "Parties").

WITNESSTH:

WHEREAS, the Parties hereto entered into a Mining Lease (hereinafter "Lease") effective November 22, 2005, covering lands more particularly described as follows (hereinafter as the "Leased Premises"): Township 6 South, Range 1 East, B.H.M. Section 19: E1/2 NW1/4; S1/2 NE1/4; SE1/4; E1/2 SW1/4, Lots 3 and LOT 4; Section 30: NE1/4, E1/2 W1/2; Lots 1, 2, 3 and 4; Section 31: Lot 1

Containing 979.09 acres, more or less, Custer County, South Dakota

WHEREAS, pursuant to said Lease and in consideration of the rentals, royalties, and mutual covenants contained therein, Kelsey Boltz was granted certain access and mining rights on and in the Leased Premises, for a period of ten (10) years, and so long thereafter as certain minerals (excluding coal, oil, gas, gasoline, sulphur, condensates and associated hydrocarbon substances) are produced from said Leased Premises; said Lease being in the possession of all Parties thereto.

NOW THEREFORE, this Memorandum of Mining Lease (Short Form), made in recordable form and duly recorded in the Office of the Clerk of Fall River County, South Dakota, shall, for all purposes, serve notice of the effective date thereto;

This Memorandum is executed by EDWARD M. TOPHAM as Agent on behalf of the Lessee, Kelsey Boltz, under authority granted to said Agent under that certain Agreement to Represent as Agent for Mining Interests executed by Kelsey Boltz in his favor, on January 1, 2006.

IN WITNESS WHEREOF this Memorandum is executed on this 1st day of August, 2006, by EDWARD M. TOPHAM.

Memorandum of Mining Lease - Jozwik 0005: Page 1 of 2

Dec SDF000045
KELSEY BOLTZ

EDWARD M. TOPHAM
Agent for Kelsey Boltz, the herein named Lessee
5320 North 16th Street, No. 114
Phoenix, AZ 85016-3241

Acknowledgment

State of Arizona

County of Maricopa

On this 1st day of August, 2006, before me personally appeared EDWARD M. TOPHAM, acting as agent on behalf of Kelsey Boltz, under authority granted to him in the above-referenced Agreement, who is known to me to be the person described in, and who executed the foregoing Memorandum of Mining Lease (Short Form) and acknowledged that he executed same for the purposes expressed therein, having authority to so do.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission Expires:

February 24, 2010

Maudi Gomez
Notary Public

MAUDI GOMEZ
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Exp.: February 24, 2010
MEMORANDUM OF MINING LEASE

STATE OF South Dakota

COUNTY OF Fall River

KNOW ALL MEN BY THESE PRESENTS THAT:

Agnes Medsker of 62 Cypress Cir, Port Angeles, WA 98362-9104, as Lessor, has executed and delivered to DENVER URANIUM COMPANY, LLC, a Colorado LLC, 9910 East Costilla, Suites F and G, Centennial, Colorado 80112 (herein called "DENVER URANIUM"), as Lessee, a Mining Lease thereto dated October 19, 2005, covering lands situated in Fall River County, South Dakota, said land being more particularly described as follows, to-wit:

Township 7 South, Range 1 East, Black Hills Meridian
Section 10, SE1/4SE1/4
Section 11, SW1/4SW1/4
Section 14, NW1/4NW1/4
Section 15, NE1/4NE1/4

Containing 160 acres, more or less

AND WHEREAS, duplicate copies of said Mining Lease are in the possession of Agnes Medsker, and DENVER URANIUM COMPANY, LLC, where the same may be examined at the above addresses by any person having the lawful right or legitimate interest therein during normal business hours.

NOW THEREFORE, for the consideration set out in said Mining Lease, Agnes Medsker, hereby grants unto DENVER URANIUM COMPANY, LLC, all rights as specified in such lease into and upon the land covered thereby, being the lands described and referred to above, for the purposes and considerations therein set forth. Reference is hereby made to said Mining Lease for all purposes and said document is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 10th day of December 2012.

GRANTOR:
Agnes Medsker

GRANTEE: DENVER URANIUM COMPANY, LLC

By: Richard F Clement, Jr.
Title: Managing Member
ACKNOWLEDGMENT

STATE OF Washington \\
COUNTY OF Clark \\

BE IT REMEMBERED, That on this 31st day of May, 2006, before me, a Notary Public in and for said County and State, personally appeared Agnes Medrano, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

[Signature]
Notary Public
Residing at: [Address]

My Commission Expires: [Expiration Date]

ACKNOWLEDGMENT

STATE OF New Mexico \\
COUNTY OF Bernalillo \\

BE IT REMEMBERED, That on this 10th day of May, 2006, before me, a Notary Public in and for said County and State, personally appeared Richard F. Clement, Jr. the Managing Member for DENVER URANIUM COMPANY, LLC, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

[Signature]
Notary Public
Residing at: [Address]

My Commission Expires: [Expiration Date]
MEMORANDUM OF MINING LEASE
(SHORT FORM)

THIS MEMORANDUM OF MINING LEASE (SHORT FORM) is made and entered into effective June 1, 2006 by and between
Rev. Richard W. Mueller and Irene L. Mueller, husband and wife, ("LESSORS"), whose address is 1520 Lakeside Terrace,
Waterloo, WI 53594-7023 and Kelsey Balez ("LESSOR"), whose address is 6606 N. Hillsdale Dr., Peoria Valley, AZ 85253

WITNESSETH:

WHEREAS, the Parties hereto entered into a Mining Lease ("LEASE") effective August 8, 2005 covering lands more particularly
described as ("LEASED PREMISES");

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS, pursuant to said Lease and in consideration of the rentals, royalties and mutual covenants contained therein, Kelsey Balez
was granted certain access and mining rights on and in the LEASED PREMISES for a period of ten (10) years and so long thereafter as
certain minerals (excluding coal, oil, gas, casinghead gas, gasoline, sulphur, condensates and associated hydrocarbon substances) are
produced from said LEASED PREMISES, said LEASE being in the possession of all Parties thereto.

NOW THEREFORE, this MEMORANDUM OF MINING LEASE (SHORT FORM), made in recordable form and duly recorded in
the Clerk’s Office of Fall River County, South Dakota shall for all purposes serve notice of the LEASE and for all purposes hereinafter
give notice of the effective date thereof;

IN WITNESS WHEREOF this instrument is executed the day and year first above written.

Richard W. Mueller                                    Irene L. Mueller

ACKNOWLEDGEMENT:

STATE OF WISCONSIN                                    COUNTY OF JEFFERSON

On the 6th day of June, 2006, before me personally appeared Richard W. Mueller

Known to me to be the person(s) who is (are) described in and who executed the foregoing instrument and acknowledged that he/she
executed same for the purpose therein expressed.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission expires: 8-19-08

Deborah A. Robinson

Notary Public

December 2012

A-56

Attachment A
EXHIBIT "A"

TOWNSHIP 7 SOUTH, RANGE 1 EAST, R.I.M.
Section 10, T/2NW/4

Containing 82.00 acres, more or less
Fall River County, South Dakota
STATE OF SOUTH DAKOTA
COUNTY OF FALL RIVER

KNOWN ALL MEN BY THESE PRESENTS THAT:

PETRSON & SON, INC. of HCR 59, Box 16, Edgemont, SD 57735, as Lessor, has executed and delivered to DENVER URANIUM COMPANY, LLC, A Colorado LLC, 9910 East Costilla, Suites F & G, Centennial, Colorado 80112 (herein called “DENVER URANIUM”), as Lessee, a Mining Lease thereto dated September 14, 2005, covering lands situated in Fall River County, South Dakota, said land being more particularly described as follows, to-wit:

Township 7 South, Range 1 East, Black Hills Meridian
Section 8, S/2SW
Section 9: Part of SE/4NE/4 (approximately 13 acres west of the Railroad), SE/4
Section 10: NE/4, E/2SW/4, NW/4SW/4, SW/4SW/4, (less 3.97 acres in the NE Corner of said SW/4SW/4), W/2SE/4, SE/4SE/4
Section 11: SW/4SW/4, SE/4SW/4, S/2SE/4
Section 14: N/2NE/4, SW/4NE/4, NW/4NW/4, E/2NW/4, SW/4NW/4, W/2SW/4,

E/2SW/4, SE/4
Section 15: NE/4NE/4, SE/4NE/4, W/2NE/4, W/2, SE/4
Section 16: S/2NW/4, N/2SW/4, S/2SE/4
Section 17: NE/4, N/2NW/4
Section 21: NE/4, E/2NW/4
Section 22: N/2, N/2SW/4, SE/4SE/4
Section 23: N/2NE/4, NW/4, SW/4SW/4

Containing 3,529.03 acres, more or less

AND WHEREAS, duplicate copies of said Mining Lease are in the possession of PETRSON & SON, INC., and DENVER URANIUM COMPANY, LLC, where the same may be examined at the above addresses by any person having the lawful right or legitimate interest therein during normal business hours.

NOW THEREFORE, for the consideration set out in said Mining Lease, PETRSON & SON, INC. hereby grants unto DENVER URANIUM COMPANY, LLC, all rights as specified in such lease into and upon the land covered thereby, being the lands described and referred to above, for the purposes and considerations therein set forth. Reference is hereby made to said Mining Lease for all purposes and said document is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 17th day of November, 2006.

GRANTOR: PETRSON & SON, INC.

GRANTEE: DENVER URANIUM COMPANY, LLC

December 2012

A-58 Attachment A
ACKNOWLEDGMENT

STATE OF South Dakota
COUNTY OF Fall River

BE IT REMEMBERED, That on this ___ day of May, 2006, before me, a Notary Public in and for said County and State, personally appeared Wayne J. Peterson, the President for Peterson & Son, Inc., known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

My Commission Expires: 03-14-07

Residing at: Edgemont, SD

ACKNOWLEDGMENT

STATE OF New Mexico
COUNTY OF Bernalillo

BE IT REMEMBERED, That on this ___ day of May, 2006, before me, a Notary Public in and for said County and State, personally appeared Richard F. Clement, Jr., the Managing Member for DENVER URANIUM COMPANY, LLC, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

My Commission Expires: 09-09

Residing at: 900 Calle del Monte NE, Albuquerque, NM 87110
MEMORANDUM OF MINING LEASE

STATE OF South Dakota ss.
COUNTY OF Fall River ss.

KNOWN ALL MEN BY THESE PRESENTS THAT:

Putnam and Putnam Partnership of HC 59 Box 22, Edgemont, SD 57735, as Lessor, has executed and delivered to DENVER URANIUM COMPANY, LLC, a Colorado LLC, 9910 East Costilla, Suites F & G, Centennial, Colorado 80112 (herein called “DENVER URANIUM”), as Lessee, a Mining Lease thereto dated August 15th, 2005, covering lands situated in Fall River County, South Dakota, said land being more particularly described as follows, to-wit:

Township 7 South, Range 1 East, Black Hills Meridian
Section 5
Lots 1(39.19) 2(39.05) 3(38.91) 4(38.77), S/2N/2, S/2

Containing 635.92 acres, more or less.

AND WHEREAS, duplicate copies of said Mining Lease are in the possession of Putnam and Putnam Partnership, and DENVER URANIUM COMPANY, LLC, where the same may be examined at the above addresses by any person having the lawful right or legitimate interest therein during normal business hours.

NOW THEREFORE, for the consideration set out in said Mining Lease, Putnam and Putnam Partnership, hereby grants unto DENVER URANIUM COMPANY, LLC, all rights as specified in such lease into and upon the land covered thereby, being the lands described and referred to above, for the purposes and considerations therein set forth. Reference is hereby made to said Mining Lease for all purposes and said document is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 14th day of May, 2012.

GRANTOR: Putnam and Putnam Partnership

GRANTEE: DENVER URANIUM COMPANY, LLC

By: Richard F. Clement, Jr.
Title: Managing Member
ACKNOWLEDGMENT

STATE OF  
COUNTY OF  

BE IT REMEMBERED, That on this 6th day of July, 2006, before me, a Notary Public in and for said County and State, personally appeared Chinese Putnam for Putnam and Putnam Partnership, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

Mary C. Heinecke  
Notary Public  
Residing at: Denver, CO

My Commission Expires: 8/24/2006

ACKNOWLEDGMENT

STATE OF  
COUNTY OF  

BE IT REMEMBERED, That on this 10th day of May, 2006, before me, a Notary Public in and for said County and State, personally appeared Richard F. Clement, Jr. the Managing Member for DENVER URANIUM COMPANY, LLC, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

Mary Pizzaro  
Notary Public  
Residing at: 3600 Calle de Monta NE Albuquerque, NM 87110

My Commission Expires: 6-9-09
MEMORANDUM OF MINING LEASE

STATE OF SOUTH DAKOTA
COUNTY OF CUSTER

Filed this Day of Jan., 2006, in the Office of the Register of Deeds of South Dakota, in Book 42 of MineLeases, on page 103.

By: Frances M. Larsen
Register of Deeds

KNOW ALL MEN BY THESE PRESENTS THAT:

Clayton J. Sander of 12469 Willow Creek, Custer, SD 57730, as Lessor, has executed and delivered to DENVER URANIUM COMPANY, LLC, a Colorado LLC, 9910 East Costilla, Suites F and G, Centennial, Colorado 80112 (herein called "DENVER URANIUM"), as Lessee, a Mining Lease thereto dated August 8th, 2005, covering lands situated in Custer County, South Dakota, said land being more particularly described as follows, to-wit:

Township 6 South, Range 1 East, Black Hills Meridian
Section 27: W/2SE/4, E/2SW/4, W/2SE/4, B/2SE/4
Section 28: SE/4SE/4

Containing 360 acres, more or less.

AND WHEREAS, duplicate copies of said Mining Lease are in the possession of Clayton J. Sander, and DENVER URANIUM COMPANY, LLC, where the same may be examined at the above addresses by any person having the lawful right or legitimate interest therein during normal business hours.

NOW THEREFORE, for the consideration set out in said Mining Lease, Clayton J. Sander, hereby grants unto DENVER URANIUM COMPANY, LLC, all rights as specified in such lease into and upon the land covered thereby, being the lands described and referred to above, for the purposes and considerations therein set forth. Reference is hereby made to said Mining Lease for all purposes and said document is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____ day of Oct., 2006.

GRANTOR:

Clayton J. Sander

GRANTEE: DENVER URANIUM COMPANY, LLC

By: Richard F. Clement, Jr.
Title: Managing Member
ACKNOWLEDGMENT

STATE OF ____________ ss:

COUNTY OF ____________

BE IT REMEMBERED, That on this 10th day of Oct, 2006, before me, a Notary Public in and for said County and State, personally appeared Clayton J. Sander, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

______________________________
PATRICIA SCHIEFER
NOTARY PUBLIC
State of South Dakota

Residing at: Custer, SD 57730

My Commission Expires: 9/13/2012

ACKNOWLEDGMENT

STATE OF Colorado ss:

COUNTY OF ____________

BE IT REMEMBERED, That on this 10th day of Oct, 2006, before me, a Notary Public in and for said County and State, personally appeared Richard F. Clement, Jr. the ______________________ for DENVER URANIUM COMPANY, LLC, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

______________________________
KIM M. KENNEDY
NOTARY PUBLIC
STATE OF COLORADO

Residing at: Denver, Co 80114

My Commission Expires: 08/02/2008
MEMORANDUM OF MINING LEASE

STATE OF South Dakota, ss.
COUNTY OF Custer (and Fall River)

KNOW ALL MEN BY THESE PRESENTS THAT:

Donald Spencer and Pat Spencer, husband and wife, Tenants in Common of HCR 59, Box 74, Edgemont, SD 57735, as Lessor, has executed and delivered to DENVER URANIUM COMPANY, LLC, a Colorado LLC, 9910 East Costilla, Suites F & G, Centennial, Colorado 80112 (herein called “DENVER URANIUM”), as Lessee, a Mining Lease thereto dated September 1, 2005, covering lands situated in Custer County and Fall River County, South Dakota, said land being more particularly described as follows, to-wit:

Township 6 South, Range 1 East, Black Hills Meridian, Custer County
Section 33: S/2NE/4, SE/4
Section 34: NE/4NE/4, S2NW/4, NW/4NE/4, S2N/2, S/2
Section 35: Lots 1(36.63) 2(38.72) 3(38.83) 4(38.74) 5(38.86) 6(38.95), NE/4SW/4, E2NW/4, NW/4NW/4, SW/4NW/4, NW/4SW/4

Township 7 South, Range 1 East, Black Hills Meridian, Fall River County
Section 3: Lots 1(41.05) 2(40.75) 3(40.45) 4(40.15), S2NE/4, SW/4NW/4, SE/4NW/4, W2SW/4, E2SW/4, N2SE/4, SW/4SE/4
Section 4: Lots 1(39.90) 2(40.75) 3(39.54), excepting 2.09 acres for highway purposes), S2NE/4, SE/4NW/4 (excepting 2.16 acres for highway purposes)
Section 9: E2NE/4 (less 13 acres m/l in SE/4NE/4 lying west of Railroad)
Section 10: N2NW/4, S2NW/4

Containing 2,414.07 acres, more or less

AND WHEREAS, duplicate copies of said Mining Lease are in the possession of Donald Spencer and Pat Spencer, husband and wife, Tenants in Common, and DENVER URANIUM COMPANY, LLC, where the same may be examined at the above addresses by any person having the lawful right or legitimate interest therein during normal business hours.

NOW THEREFORE, for the consideration set out in said Mining Lease, Donald Spencer and Pat Spencer, husband and wife, Tenants in Common, hereby grants unto DENVER URANIUM COMPANY, LLC, all rights as specified in such lease into and upon the land covered thereby, being the lands described and referred to above, for the purposes and considerations therein set forth. Reference is hereby made to said Mining Lease for all purposes and said document is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.
ACKNOWLEDGMENT

STATE OF: South Dakota
COUNTY OF: Fall River

BE IT REMEMBERED, That on this 6th day of June, 2006, before me, a Notary Public in and for said County and State, personally appeared Donald Spencer and Pat Spencer, husband and wife, Tenants in Common, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

[Signature]
Notary Public
Residing at: Edgemont, SD 57735

My Commission Expires: 07-12-07

ACKNOWLEDGMENT

STATE OF: New Mexico
COUNTY OF: Bernalillo

BE IT REMEMBERED, That on this 10th day of May, 2006, before me, a Notary Public in and for said County and State, personally appeared Richard F. Clement, Jr. the Managing Member for DENVER URANIUM COMPANY, LLC, known to me to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first written above.

[Signature]
Notary Public
Residing at: 3600 Valle del Monte, NE
Albuquerque, NM 87110

My Commission Expires: 06-09-09
MEMORANDUM OF MINING LEASE

STATE OF SOUTH DAKOTA )
COUNTY OF FALL RIVER ) ss.

KNOWN ALL MEN BY THESE PRESENTS THAT:

Kathleen L. Stritar, whose address is 23000 Morninglight Drive, Rapid City, South Dakota 57703 ("Lessor"), has executed and delivered to Powertech (USA), Inc. ("Lessee"), 5575 DTC Parkway, Suite 140, Greenwood Village, CO 80111, a South Dakota corporation, herein called "Powertech", a mining lease thereto dated July 23, 2012, covering lands situated in Fall River County, South Dakota, said land being more particularly described as follows, to-wit:

Township 7S, Range 1E
Section 10: 3.97 acres in the NE Corner of the SW¼SW¼
Section 10: Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 & 24 in Blk 1 and Lots 7 & 8 in Blk 2 of the ("Towinsite of Burdock") in the southern portion of the E½NW¼SW¼.
In total, containing 5.17 acres, more or less

AND WHEREAS, duplicate copies of said Mining Lease are in the possession of Kathleen L. Stritar and Powertech, where the same may be examined at the above addresses by any person having the lawful right or legitimate interest therein during normal business hours.

NOW THEREFORE, for the consideration set out in said Mining Lease, Kathleen L. Stritar hereby grants unto Powertech, all rights as specified in such lease into and upon the land covered thereby, being the lands described and referred to above for the purposes and considerations therein set forth. Reference is hereby made to said Mining Lease for all purposes and said document is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 27th day of August, 2012.

GRANTOR:

[Signature]
Kathleen L. Stritar
GRANTEE: Powertech (USA) Inc.

By: James A. Bonner
Title: VP Exploration

ACKNOWLEDGEMENT IN REPRESENTATIVE CAPACITY

STATE OF South Dakota)
COUNTY OF Pennington ) ss.

On this 11 day of September, 2012, before me, Juanita Edinger, the undersigned officer, personally appeared Kathleen L. Stritar, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

WHEREOF, I hereunto set my hand and official seal.

ACKNOWLEDGEMENT IN REPRESENTATIVE CAPACITY

STATE OF Colorado)
COUNTY OF Arapahoe ) ss.

On this the 27th day of August, 2012, before me, Barbara Houston, the undersigned officer, personally appeared James A. Bonner, who acknowledged himself to be the Vice President of POWERTECH (USA), INC., and he, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: ____________________________

Notary Public
MEMORANDUM OF MINING LEASE

STATE OF SOUTH DAKOTA )
COUNTY OF FALL RIVER ) ss.

KNOWN ALL MEN BY THESE PRESENTS THAT:

TerraTecTonics Corporation, whose address is 10852 W. Ontario Ave. Littleton, CO 80127, ("Lessor"), has executed and delivered to Powertech (USA), Inc. ("Lessee"), 5575 DTC Parkway, Suite 140, Greenwood Village, CO 80111, a South Dakota corporation, herein called "Powertech", a mining lease thereto dated May 1, 2012, covering lands situated in Fall River County, South Dakota, said land being more particularly described as follows, to-wit:

Township 7 South, Range 1 East
Section 10: NW1/4, NW1/4, SW1/4
Containing 10 acres, more or less

AND WHEREAS, duplicate copies of said Mining Lease are in the possession of TerraTecTonics Corporation and Powertech, where the same may be examined at the above addresses by any person having the lawful right or legitimate interest therein during normal business hours.

NOW THEREFORE, for the consideration set out in said Mining Lease, TerraTecTonics Corporation hereby grant unto Powertech, all rights as specified in such lease into and upon the land covered thereby, being the lands described and referred to above for the purposes and considerations therein set forth. Reference is hereby made to said Mining Lease for all purposes and said document is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 17th day of October, 2012.

GRANTOR:

[Signature]
TerraTecTonics
Del C. Gehrett
GRANTEE: Powertech (USA) Inc.

By: James A. Bonner
Title: VP Exploration

ACKNOWLEDGEMENT IN REPRESENTATIVE CAPACITY

STATE OF COLORADO )
COUNTY OF JEFFERSON ) ss.

On this 12th day of October, 2012, before me, Claire Discher Hanson, the undersigned officer, personally appeared TerraTeCtonics (Del C Gehrett) known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

My Commission Expires: 5-11-2013

ACKNOWLEDGEMENT IN REPRESENTATIVE CAPACITY

STATE OF Colorado )
COUNTY OF Arapahoe ) ss.

On this the 10th day of October, 2012, before me, Barbara Houston, the undersigned officer, personally appeared James A. Bonner, who acknowledged himself to be the Vice President of POWERTECH (USA), INC., and he, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

My Commission Expires: 03/08/2016
AFFIDAVIT OF PAYMENT

and

NOTICE OF INTENT TO HOLD MINING CLAIMS

STATE OF COLORADO

COUNTY OF ARAPAHOE

James A. Bonner, being duly sworn, upon oath deposes and states:

1. That in making this Affidavit, he is an officer and acting on behalf of Powertech (USA) Inc., whose office is at 5575 DTC Parkway, Suite 140, Greenwood Village, CO 80111.

2. That this Affidavit is made for the purpose of showing and making of record that Powertech (USA) Inc. owns or leases said claims and intends to hold the below listed 370 mining claims for the assessment year period beginning at noon September 1, 2012 and ending at noon on September 1, 2013.

3. That the amount of $51,800 is enclosed herewith as payment for the annual maintenance fee for the assessment year beginning noon on September 1, 2012 and ending at noon on September 1, 2013, as required by 43 CFR 3800 et seq.

4. The contiguous, unpatented lode claims for which this Affidavit and Notice of Intent is made, are under common ownership of Powertech (USA) Inc., all claims being located in Custer and Fall River Counties, South Dakota, and more particularly described as follows:

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Dated this 16th day of August, 2012

[Signature]
James A. Bonner
VP Exploration

STATE OF COLORADO
COUNTY OF ARAPAHOE

The foregoing was acknowledged before me by James A. Bonner on this 16th day of August, 2012.

Witness my hand and official seal.

[Signature]
Barbara Houston
Notary Public

FEE VERIFICATION-2013 Maintenance Fees
CLAIMS FILED 8
AMT RECD 1,170.00
RECEIPT NO. B129885
SURNAME/DATE S WHITNEY 10115112
Memorandum of Mining Lease
(Short Form)

THIS MEMORANDUM OF MINING LEASE (SHORT FORM) is made and entered into effective May 30, 2006, by and between CHRISTOPHER DEWITT VIEL and KELLY ANN VIEL (hereinafter "Lessor"), currently residing at 10572 West Fountain Avenue, Apartment No. 608, Milwaukee, WI 53224, and KELSEY BOLTZ (hereinafter "Lessee"), currently residing at 6606 North Hillside Drive, Paradise Valley, AZ 85253-4072 (both Lessor and Lessee being collectively referred to hereinafter as the "Parties").

WITNESSTH:

WHEREAS, the Parties hereto entered into a Mining Lease (hereinafter "Lease") effective July 25, 2006, covering lands more particularly described as follows (hereinafter as the "Leased Premises"): Township 7 South, Range 1 East, B.H.M.
Section 10: N1/2 NW1/4
Containing 80.00 acres, more or less, Fall River County, South Dakota

WHEREAS, pursuant to said Lease and in consideration of the rentals, royalties, and mutual covenants contained therein, Kelsey Boltz was granted certain access and mining rights on and in the Leased Premises, for a period of ten (10) years, and so long thereafter as certain minerals (excluding coal, oil, gas, gasoline, sulphur, condensates and associated hydrocarbon substances) are produced from said Leased Premises, said Lease being in the possession of all Parties thereto.

NOW THEREFORE, this Memorandum of Mining Lease (Short Form), made in recordable form and duly recorded in the Office of the Clerk of Fall River County, South Dakota, shall, for all purposes, serve notice of the Lease and for all purposes hereinafter give notice of the effective date thereof;

This Memorandum is executed by EDWARD M. TOPHAM as Agent on behalf of the Lessee, Kelsey Boltz, under authority granted to said Agent under that certain Agreement to Represent as Agent for Mining Interests executed by Kelsey Boltz in his favor, on January 1, 2006.

IN WITNESS WHEREOF this Memorandum is executed on this 1st day of August, 2006, by EDWARD M. TOPHAM.
State of Arizona

County of Maricopa

Acknowledgment

On this 15th day of August, 2006, before me personally appeared EDWARD M. TOPHAM, acting as agent on behalf of Kelsey Boltz, under authority granted to him in the above-referenced Agreement, who is known to me to be the person described in, and who executed the foregoing Memorandum of Mining Lease (Short Form) and acknowledged that he executed same for the purposes expressed therein, having authority to so do.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission Expires: February 24, 2010

MAUDI GOMEZ
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Exp.: February 24, 2010

Memorandum of Mining Lease - Leach 0003: Page 2 of 2
MEMORANDUM OF MINING LEASE (SHORT FORM)

THIS MEMORANDUM OF MINING LEASE (SHORT FORM) is made and entered into effective May 30, 2006 by and between Allen G. Wilson and Barbara B. Wilson, husband and wife, ("LESSORS"), whose address is P.O. Box 731, Hot Springs, SD 57747 and Rocky Mountain Land Services, ("LESSEE"), whose address is 1738 West E St., Torrington, WY 82240.

WITNESSETH:

WHEREAS, the Parties herein entered into a Mining Lease ("LEASE") effective June 16, 2005 covering lands more particularly described as ("LEASED PREMISES"):  

TOWNSHIP 41 NORTH – RANGE 11 EAST, M.N.
Section 7
N2/4
Containing 58.06 acres, more or less in
Fall River County, South Dakota.

WHEREAS, pursuant to said lease and in consideration of the rentals, royalties and mutual covenants contained therein, Rocky Mountain Land Services was granted certain access and mining rights on and in the LACED PREMISES for a period of ten (10) years and so long thereafter as certain minerals (including coal, oil, gas, casinghead gas, gasoline, sulphur, condensates and associated hydrocarbon substances) are produced from said LACED PREMISES; said LEASE being in the possession of all Parties thereto.

NOW THEREFORE, this MEMORANDUM OF MINING LEASE (SHORT FORM), made in recordable form and duly recorded in the Clerk's Office of Fall River County, South Dakota shall for all purposes serve notice of the LEASE and for all purposes hereinabove give notice of the effective date thereof;

IN WITNESS WHEREOF this instrument is executed the day and year first above written.

Allen G. Wilson  Barbara B. Wilson

ACKNOWLEDGEMENT:

STATE OF SOUTH DAKOTA  }  County of Fall River

On this 16th day of July, 2006, before me personally appearing Allen G. Wilson and Barbara B. Wilson, Known to me to be the person(s) who is (are) described in and who executed the foregoing instrument and acknowledged that he/she executed same for the purpose therein expressed.

IN WITNESS WHEREOF, I have set my hand and official seal.

Clara M. Clay
Notary Public

State of South Dakota

Public

Seal
State of South Dakota  \{\slashed{\text{not visible}}\}  
County of Fall River  \{\slashed{\text{not visible}}\}  

Filed For Record  
29th Day of August, 2007  

at 11:20 AM, and recorded in  
Book 172M, Page 451-452  

\underline{\text{[Signature]}}  
Register of Deeds

FEES  
Recording: \$12,000  
Non Std: \$10,000  
Transfer: \$0  

Key Number: 25982617  
Return To: [Signature/Stamp]
QUITCLAIM DEED AND ASSIGNMENT

NEUTRON ENERGY, INC., a Nevada corporation ("Neutron Energy"), whose address is 9000 East Nichols Avenue, Suite 225, Englewood, Colorado 80112, hereby quitclaims, assigns and conveys to POWERTECH (USA) INC., a South Dakota corporation ("Powertech"), whose address is 5575 DTC Parkway, Suite 140, Greenwood Village, Colorado 80111, and its successors and assigns forever, all right, title and interest of Neutron Energy, now existing and hereafter acquired, in, to and under the real property (the "Mineral Property") in Custer and Fall River Counties, South Dakota described in Exhibit A attached hereto and a part hereof, together with any and all water rights, easements, rights of way, rights of ingress and egress, rights under leases, rights under surface use and damage agreements, and all other rights, privileges and franchises, now existing and hereafter acquired, in anywise belonging, incident, appurtenant or appurtenant to the Mineral Property (together with the Mineral Property, the "Property"), RESERVING, HOWEVER, to Neutron Energy and its successors and assigns forever (i) the Net Proceeds Payment (the "NPP") described in Exhibit B attached hereto and a part hereof and (ii) the Rights to Elect Conveyance described in Exhibit C attached hereto and a part hereof.

This Quitclaim Deed and Assignment reserves to Neutron Energy and its successors and assigns forever only the NPP provided for in Exhibit B and the Rights to Elect Conveyance provided for in Exhibit C and does not reserve to Neutron Energy or its successors and assigns (i) any other right, title or interest in, to or under the Property; (ii) any other right to possess the Property, or (iii) any other right to explore, develop or mine the Property. Neutron Energy retains no duties, obligations or liabilities relating to the Property, all of which Powertech hereby assumes and agrees to perform. Powertech shall hold and operate the Property with due regard for the economic interests of both itself and Neutron Energy with respect to the Property.

At reasonable times and with reasonable advance written notice to Powertech, Neutron Energy may at its sole risk and expense enter the Property to make such inspections as are necessary or desirable to substantiate NPP payments.

All notices and other communications by one party to the other shall be in writing, and delivered personally or transmitted by prepaid first class mail, facsimile or email. Such notices and other communications shall be effective when actually received. Until notice of a change of address is given, such notices and other communications shall be addressed to Powertech and to Neutron Energy, respectively, as follows:

Powertech

5575 DTC Parkway, Suite 140
Greenwood Village, CO 80111
Attn: Jim Bonner, Vice President Exploration
Facsimile: 303-790-3885
Email: jbonner@powertechuranium.com
with a copy (which shall not constitute notice) to:

Dill Dill Carr Stonbraker & Hutchings, PC  
455 Sherman Street, Suite 300  
Denver, CO 80203  
Attn: Leonard N. Waldbaum  
Facsimile: 303-777-3823  
Email: lwaldbaum@dillanddill.com

Neutron Energy  
9000 East Nichols Avenue, Suite 225  
Englewood, CO 80112  
Attn: Edward M. Topham, Chief Financial Officer  
Facsimile: 303-531-0519  
Email: etopham@neutronenergyinc.com

with copy (which shall not constitute notice) to:

Mark K. Adams  
Rodey, Dickason, Sloan, Akin & Robb, P.A.  
315 Paseo de Peralta  
Santa Fe, NM 87501  
Facsimile: 505-954-3942  
Email: mkadams@rodey.com

All covenants, conditions and terms of this Quitclaim Deed and Assignment shall run with the Property and shall forever bind and inure to the benefit of the parties hereto and their respective successors and assigns forever. The only relationships between the parties hereto under this Quitclaim Deed and Assignment are those (i) of grantor/assignor and grantee/assignee, respectively, of the Property, and (ii) relating, respectively, to the NPP and to the Rights to Reelect Conveyance. This Quitclaim Deed and Assignment does not, and shall not be construed to, create, expressly or by implication, any partnership, joint enterprise, joint venture, principal and agent, or any other relationship permitting one party to bind or act for the other or making one party liable for any duties, obligations or liabilities of the other.
IN WITNESS WHEREOF, Neutron Energy has executed and delivered this Quitclaim Deed and Assignment effective as of 1-12-2009, and Powertech has accepted and agreed to the terms and conditions of this Quitclaim Deed and Assignment effective as of January 12, 2009.

NEUTRON ENERGY, INC.
By
Name: GARY C. HUBER
Title: PRESIDENT

POWERTECH (USA) INC.
By
Name: PATRICK D. MILLER
Title: V.P. SECRETARY/TREASURER
State of Colorado )
County of Arapahoe )ss.

On this the 11th day of January, 2009, before me, the
 undersigned officer, personally appeared , who acknowledged himself to be the of Neutron Energy, Inc., a Nevada corporation, and that he, as such , being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as .

In witness whereof I hereunto set my hand and official seal.

{SEAL}  , Notary Public
My Commission Expires: ____________

State of Colorado )
County of Arapahoe )ss.

On this the 11th day of January, 2009, before me, , the
 undersigned officer, personally appeared , who acknowledged himself to be the of Powertech (USA) Inc., a South Dakota corporation, and that he, as such , being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as .

In witness whereof I hereunto set my hand and official seal.

{SEAL}  , Notary Public
My Commission Expires: ____________
## Exhibit A
### Federal Mining Claims

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December 2012

A-91

Attachment A
## Exhibit A
### State Leases

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Section 6: S%SW% & S%SE%  
Section 7: E%E%  
Section 8: Lot 3-5, SW% & Lot 10  
Section 17: NW%, N%NE% & N%SE%  
Section 18: NE%NE% & E%SE%  
Section 19: N%NE%  
Black Hills Meridian, Custer County, South Dakota | 1,119.20 | 13.33 | 149.23
| 10 | Hawthorne-0005 | Ruth A. Snedeker | 08/12/2005 | Township 6 South, Range 1 East  
Section 6: S%SW% & S%SE%  
Section 7: E%E%  
Section 8: Lot 3-5, SW% & Lot 10  
Section 17: NW%, N%NE% & N%SE%  
Section 18: NE%NE% & E%SE%  
Section 19: N%NE%  
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| 11 | Hawthorne-0006 | Jesse L. Soske | 08/12/2005 | Township 6 South, Range 1 East  
Section 6: S%SW% & S%SE%  
Section 7: E%E%  
Section 8: Lot 3-5, SW% & Lot 10  
Section 17: NW%, N%NE% & N%SE%  
Section 18: NE%NE% & E%SE%  
Section 19: N%NE%  
Black Hills Meridian, Custer County, South Dakota | 1,119.20 | 13.33 | 149.23
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## Exhibit A
### SUDAs

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EXHIBIT B

The Net Proceeds Payment

Neutron Energy reserves to itself and to its successors and assigns forever thirty percent (30%) of the Net Proceeds, as calculated and paid pursuant to this Exhibit B, from the sale of uranium and any other mineral or minerals recovered from the Property by leaching or solution mining or any other method ("Minerals"). Defined terms used in this Exhibit B have the same respective meanings as in the Mineral Deed and Assignment to which this Exhibit B is attached and of which this Exhibit B is a part (the "Deed"). "Net Proceeds" means all money and any other consideration received by Powertech from the sale of Minerals, less "Deemed Production Costs," as defined in this Exhibit B, and calculated as follows:

1) Powertech’s Deemed Production Costs shall include without limitation the costs of mining, transporting, leaching, processing, managing and marketing Minerals (including without limitation the costs of processing uranium to yellow cake, transporting yellow cake from the processing facility to market, royalties, taxes, penalties for impurities, costs of assays and umpire services and deductions for metal losses), which Deemed Production Costs shall be $40.50 per pound of uranium oxide sold until adjusted pursuant to paragraph 2 below. As soon as 6,265,000 pounds of uranium oxide have been produced from Powertech’s main processing plant for the Edgemont Project, Deemed Production Costs shall be $27.05 per pound of uranium oxide sold until adjusted pursuant to paragraph 2 below. This reduction in Deemed Production Costs reflects recovery of capital expenditures by Powertech.

2) Beginning with the first Net Proceeds payment ("NPP") due following the second anniversary of the first sale of Minerals, and on each such anniversary thereafter, Deemed Production Costs shall be adjusted upward or downward, as the case may be, by multiplying the applicable Deemed Production Costs per pound ($40.50 or $27.05) by a fraction, the numerator of which is the Implicit Price Deflator for Gross Domestic Product, as modified from time to time, and any replacement or substitute index (the “IPD”), published by the Bureau of Economic Analysis of the United States Department of Commerce or its successor agency most recently before the adjustment, and the denominator of which is the IPD for the last calendar quarter of 2008.

3) NPPs from the sale of Minerals shall be an amount equal to thirty percent (30%) of the product obtained by multiplying (X), which is the difference between (i) the amount of money and any other consideration received by Powertech from the sale of Minerals (deducting any amounts paid with respect to existing royalties of record and to applicable severance taxes) and sold during the calendar quarter for which such NPP is calculated, and (ii) the applicable Deemed Production Cost per pound ($40.50 or $27.05), multiplied by the number of pounds of uranium oxide produced from the
Property and sold during such calendar quarter, by (Y), which is the number of pounds of uranium oxide produced from the Property and sold during such calendar quarter.

Powertech shall (i) make NPPs to Neutron Energy by cashier’s or certified check or wire transfer of immediately available funds to an account designated by Neutron Energy on or before the 45th day following the last day of each calendar quarter in which Minerals are sold and (ii) each time a NPP is made deliver to Neutron Energy a statement showing in detail how such NPP was calculated.

Powertech shall for a period of three years keep complete and accurate records of (i) all money and any other consideration received by it from the sale of uranium and any other Minerals, (ii) the number of pounds of uranium oxide produced from its main processing plant for the Edgemont Project, (iii) amounts paid with respect to existing royalties of record and severance taxes, and (iv) any other data required for the calculation of NPPs. Neutron Energy and its authorized representatives may from time to time and at reasonable times and upon reasonable prior written notice inspect and copy any such records.

If any interest conveyed to Powertech by the Deed is less than the entire and undivided 100% interest (exclusive of royalties), then the portion of any NPP attributable to such lesser interest shall be in the same proportion that such lesser interest bears to the entire and undivided 100% interest (exclusive of royalties).

Minerals, including but not limited to uranium bearing solutions, produced from the Property may be commingled with Minerals, including but not limited to uranium bearing solutions, from other properties without duty, obligation or liability to identify or segregate except to the extent necessary to calculate accurately NPPs. All determinations required to calculate NPPs shall be made by Powertech in accordance with reasonable weighing, sampling and assaying procedures generally accepted and used in the uranium mining industry.

For the purpose of determining NPPs, if Minerals are produced from the Property by leaching or solution methods and any well field pattern (“Pattern”) crosses the boundary of the Property and includes other land, production of Minerals from such Pattern shall be allocated between the Property and such other land in the same proportion that calculated mineral reserves contained on the Property that are reasonably anticipated to be produced by the use of such Pattern are to all of the calculated mineral reserves that are reasonably anticipated to be produced by the use of such Pattern. All calculations of mineral reserves and anticipated production shall be made reasonably, in good faith, and using methods generally accepted and used in the uranium mining industry. It shall be conclusively presumed that Minerals produced from any Pattern are produced uniformly, both as to quantity and quality, within the boundaries of such Pattern. For the purposes of this paragraph, “Pattern” means the area within the grid of injection and production wells such that a single Pattern shall contain a production well and its immediately
surrounding injection wells but shall exclude any monitor wells outside the periphery of the Pattern.

Should Minerals be produced by underground or open pit rather than leaching or solution methods, NPPs for such Minerals shall be calculated by the same general method as is provided for above with respect to Minerals produced by leaching or solution methods, that is, by (i) deducting pre-determined and mutually agreed upon deemed production costs appropriate for the mining method used from the amount of all money and other consideration received by Powertech from the sale of Minerals produced by such method, and then making the calculation provided for in Paragraph 3 of this Exhibit B.

If Neutron Energy and Powertech (i) at any time disagree as to how any NPP should be calculated or as to any other matter(s) under or relating to the Deed and (ii) fail to resolve such disagreement within 45 business days by diligent and good faith negotiations, they shall attempt diligently and in good faith to resolve such disagreement by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures. If Neutron Energy and Powertech fail to resolve such disagreement by such mediation within 60 business days after the selection of the mediator, such disagreement shall be resolved by binding arbitration administered by the AAA under its Commercial Arbitration Rules and judgment on the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall (i) determine, among other things, whether any issue submitted to arbitration is arbitratable and (ii) render his/her/their award within 30 business days after the appointment of the arbitrator or, if there is more than one arbitrator, within 30 business days after all of the arbitrators have been appointed.
EXHIBIT C

Rights to Elect Conveyance

If at any time within twenty (20) years from the date hereof Powertech --

- With respect to any part or parts of the Property, (a) decides (i) to abandon, (ii) not to renew, (iii) not to pay any fees, rentals or other amounts required to maintain the same in good standing and in full force and effect, or (iv) in any other way lets expire, lapse or terminate any right, title or interest, or (b) fails to take any action required to (i) prevent the abandonment, expiration, lapse or termination, or (ii) maintain in good standing and in full force or effect, then it shall, at least 90 days prior to the date such right, title or interest would end as a result of Powertech’s decision or failure to act, give Neutron Energy written notice of its decision or failure to act and promptly thereafter provide Neutron Energy with any information and data in its possession or reasonably available to it relating to such right, title or interest, including but not limited to geological, engineering and economic information and data. Neutron Energy may at any time within 45 days after its receipt of all such information and data elect by written notice to Powertech to require Powertech to convey such part or parts of the Property to Neutron Energy, with all costs relating to such transfer to Neutron Energy to be paid by Neutron Energy, and Powertech shall do so within 10 business days after receiving such notice. If Neutron Energy does not so elect, Powertech shall permit such right, title or interest to end.

- Fails to hold, maintain and operate any part or parts of the Property as a diligent and prudent operator, Neutron Energy may give Powertech written notice of default(s). Such notice shall detail the alleged default(s) and identify the part or parts of the Property in which such alleged default(s) occurred. If after receiving such notice Powertech admits such default(s) in writing, it shall cure the default(s) within 60 business days of receiving such notice unless curing the default(s) diligently and in good faith would take longer than 60 business days, in which case Powertech shall within 60 business days start to cure the default(s) and thereafter proceed diligently and in good faith to cure the default(s). If Powertech admits its default(s) in writing but fails timely to cure the default(s), Neutron Energy may within 45 business days of the end of the time permitted hereby for cure elect by written notice to Powertech to require Powertech to convey the specified part or parts of the Property in which such default(s) occurred to Neutron Energy, with all costs relating to such transfer to Neutron Energy to be paid by Neutron Energy, and Powertech shall do so within 10 business days after receiving Neutron Energy’s notice. If Powertech does not admit in writing such default(s) within 15 business days after receiving Neutron Energy’s notice, Neutron Energy and Powertech shall follow the dispute resolution process set forth in the last paragraph of Exhibit B to the Deed. If the arbitrator(s) determine that Powertech has failed to hold and operate any part or parts of the Property as a
diligent and prudent operator, Neutron Energy may within 45 business days of the entry of the arbitration award elect by written notice to Powertech to require Powertech to convey the specific part or parts of the Property in which such default(s) occurred to Neutron Energy, and Powertech shall do so within 10 business days after receiving such notice.
AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made as of the 20th day of February, 2006.

BETWEEN:

DENVER URANIUM COMPANY, LLC, a company duly organized and existing under the laws of the State of Colorado and having its place of business at 9910 East Costilla, Suite F & G, Centennial, Colorado 80112;

(hereinafter called the "Vendor")

OF THE FIRST PART

and –

POWERTECH (USA) INC., a company duly incorporated under the laws of the State of South Dakota and having its registered office at C T Corporation System, 319 South Coteau Street, Pierre, South Dakota 57501;

(hereinafter called the "Purchaser")

OF THE SECOND PART

and –

POWERTECH INDUSTRIES INC., a company duly incorporated under the laws of the Province of British Columbia and having an office for business at Suite 203 - 409 Granville Street, Vancouver, BC V6C 1T2;

(hereinafter called "Pubco")

OF THE THIRD PART

and –

WALLACE M. MAYS, Engineering Consultant, of 9910 East Costilla, Suite F & G, Centennial, CO 80112;

(hereinafter called "Mays")

OF THE FOURTH PART


RICHARD F. CLEMENT Jr., Geological Consultant, of 98 Ashley Lane, Corrales, NM 87048
(hereinafter called "Clement")

OF THE FIFTH PART

WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree, each with the other, as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

"Accounts" means all of the trade accounts and other debts and accrued charges owed by the Vendor as at the Statement Date as reflected in the Financial Statements, together with those trade accounts and other debts and charges incurred in the ordinary course of the Business between the Statement Date and the Closing Date;

"Accounts Receivable" means all of the trade accounts, notes, and other debts arising out of the operations of the Vendor as at the Closing Date, whether due or to become due as at or after the Closing Date;

"Agreement" means this asset purchase agreement, including the preamble and the Schedules hereto, as it may from time to time be supplemented or amended and in effect;

"Assets" means all of the material real property, personal property, choses in action, intangible or intellectual property, mineral interests, surface rights and all other assets of whatsoever nature owned or leased by the Vendor, or in which the Vendor has any right or interest or the right to acquire an interest, including the Leases and the Contracts and any and all licenses or permits necessary to hold, enjoy and make use thereof;

"Assumed Liabilities" means all obligations of the Vendor arising up to and after the Time of Closing under the Contracts and the Leases and pursuant to its operations in the normal course all as more particularly described in Schedule "D" hereeto and for greater certainty shall not include any amounts related to unpaid compensation or accrued vacation pay due to the Vendor's employees or officers, any amounts due and owing to the Members of the Vendor or any amount relating to income taxes due and payable by the Vendor;

"Business" means the Vendor's business of searching out, acquiring, exploring and developing uranium resource interests;
Terms of sale withheld (pages 3 through 28 and 35 through 37).
9.10 Due Enquiry

Wherever any statement made herein is made “to the best of the knowledge of” or “to the knowledge of” a party hereto, such party shall have made all due enquiry in respect of the subject matter thereof.

9.11 Counterparts

This Agreement may be executed in any number of counterparts which may be delivered by facsimile transmission and each of which counterparts when so executed and delivered will be deemed to be an original and all of which will constitute one and the same document.

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

DENVER URANIUM COMPANY, LLC.
By its authorized signatory:

Per: [Signature]
Authorized Signatory

POWERTECH INDUSTRIES INC.
By its authorized signatory:

Per: [Signature]
Authorized Signatory

POWERTECH USA, INC.
By its authorized signatory:

Per: [Signature]
Authorized Signatory

WALLACE M. MAYS

RICHARD F. CLEMENT, JR.
SCHEDULE "A"

To the Asset Purchase Agreement made as of the 5th day of January, 2006 between Denver Uranium Company, LLC, as Vendor, Powertech (USA) Inc., as Purchaser, Powertech Industries Inc., Wallace Mays and Richard Clement

BUSINESS ASSETS

The Assets of the Company at October 31, 2005 consist of:

1. The Lease Agreements more particularly described in Schedule "B" hereto:

2. 17 lode mining claims referred to as the Elbow #1 to Elbow #17 located and filed by Denver Uranium Company, LLC and situated in Section 25, T7S, R2E, BHM in Fall River County, in the State of South Dakota, U.S.A and comprising approximately 340 acres; and

2. The cash balances in the Company's Business Checking and Business Savings accounts at Wells Fargo Bank, N.A., Denver, Colorado.
SCHEDULE "B"

To the Asset Purchase Agreement made as of the 5th day of January, 2006 between Denver Uranium Company, LLC, as Vendor, Powertech (USA) Inc., as Purchaser, Powertech Industries Inc., Wallace Mays and Richard Clement

LEASES

1. Lease entered into in 2005 between the Vendor, as Lessee, and Agnes Medsker, as Lessor, whereby the Lessor granted the Vendor a lease over the surface and/or minerals in certain lands described therein situated in Fall River County, South Dakota;

2. Lease entered into on October 19, 2005 between the Vendor, as Lessee, and Irene R. Anderson, as Lessor, whereby the Lessor granted the Vendor a lease over the surface and/or minerals in certain lands described therein situated in Fall River County, South Dakota;

3. Lease entered into on October 21, 2005 between the Vendor, as Lessee, and Clint E. Anderson, as Lessor, whereby the Lessor granted the Vendor a lease over the surface and/or minerals in certain lands described therein situated in Fall River County, South Dakota;

4. Those eleven (11) Leases entered into between the Vendor and the Lessors as all more particularly describes in Exhibit A to this Schedule "B".
<table>
<thead>
<tr>
<th>Lessor</th>
<th>Lessee</th>
<th>Description</th>
<th>County</th>
<th>State</th>
<th>Dated</th>
<th>Effective</th>
<th>Recorded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Lola J. Bakewell, Trustee of the Lola Bakewell Trust</td>
<td>Denver Uranium Co., LLC, a Colorado LLC</td>
<td>Township 8 South, Range 1 East, BHM</td>
<td>South Dakota</td>
<td>9-7-05</td>
<td>9-7-05</td>
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<td></td>
<td></td>
<td></td>
<td>31: NEA, E2NNW4, Lots 2(36.99), 3(37.11), 4(37.33), E2SW14, SE14</td>
<td>Custer County</td>
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<td></td>
<td>Township 7 South, Range 1 East, BHM</td>
<td>South Dakota</td>
<td>9-7-05</td>
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<td>6: Lots 3(39.51), 4(37.51)</td>
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<td>2.</td>
<td>Everett Englebert, Jr. and Dawn Englebert, husband and wife</td>
<td>Denver Uranium Co., LLC, a Colorado LLC</td>
<td>Township 7 South, Range 1 East, BHM</td>
<td>South Dakota</td>
<td>9-13-05</td>
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<td></td>
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<td></td>
<td>4: SE14 (less 5.97 acres for RR, Recorded Book 35, Page 346)</td>
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<td></td>
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<td>8: W2NE14, E2NNW4</td>
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<td></td>
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<td>12: SE14, SE12SW14</td>
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<td>3.</td>
<td>Herman P. Heck, a widower</td>
<td>Denver Uranium Co., LLC, a Colorado LLC</td>
<td>Township 7 South, Range 1 East, BHM</td>
<td>South Dakota</td>
<td>8-31-05</td>
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<td>12: N2, NW14SW14</td>
<td>Fall River County</td>
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<td>4.</td>
<td>Peterson &amp; Son, Inc., c/o Wayne Peterson</td>
<td>Denver Uranium Co., LLC, a Colorado LLC</td>
<td>Township 7 South, Range 1 East, BHM</td>
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<td>9-14-05</td>
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<td></td>
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<td>8: 5/2SW14</td>
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<td>9: Part of SE14NE14 (approx. 13 acres west of the Railroad), SE14</td>
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<td>10: NE14, E2SW14, NW14SW14, SW14SW14 (less 3.97 acres in the NE14 corner of said SW14SW14), W12SW14, SE14SE14</td>
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<td>11: SW14SW14, SE14SW14, S2SE14</td>
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<td>14: N2NE14, SW14NE14, NW14NW14, E2NNW14, SW14NW14, W12SW14, E2SW14, SE14</td>
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<td>15: W2SW14, E2SW14, SE14</td>
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<td>10: S2NW14, N2SW14, S2SE14</td>
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<td>17: NE14, N2NW14</td>
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<td>21: NE14, E2NW14</td>
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<td>27: N2, N2SE14, SE14SE14</td>
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<td>23: N2NE14, NW14, SW14SW14</td>
<td>Fall River County</td>
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</table>
## EXHIBIT A

<table>
<thead>
<tr>
<th>Lessor</th>
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<th>Description</th>
<th>County</th>
<th>State</th>
<th>Dated</th>
<th>Effective</th>
<th>Recorded</th>
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<tbody>
<tr>
<td>6.</td>
<td>Putnam &amp; Putnam, Partnership</td>
<td>Denver Uranium Co., LLC, a Colorado LLC</td>
<td>Township 7 South, Range 1 East, BHM</td>
<td>Custer County</td>
<td>South Dakota</td>
<td>8-15-05</td>
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<td>7.</td>
<td>Donald Spencer and Pat Spencer, husband and wife</td>
<td>Denver Uranium Co., LLC, a Colorado LLC</td>
<td>Township 8 South, Range 1 East, BHM</td>
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<td>9-22-05</td>
<td>9-1-05</td>
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<td>9.</td>
<td>Danie Properties, LLC, Chris Daniel, Managing Member</td>
<td>Denver Uranium Co., LLC, a Colorado LLC</td>
<td>Township 7 South, Range 1 East, BHM</td>
<td>Fall River County</td>
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<td>Lessee Description</td>
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<td>10</td>
<td>Easton Brothers Realty Co., LLC, a Nebraska Limited Liability Company</td>
<td>Denver Uranium Co., LLC, a Colorado LLC</td>
<td>Townships 6 South, Range 1 East, UTM</td>
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<td>9-21-05</td>
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<td>Chris Daniel and Amy Daniel, husband and wife</td>
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