

SUPPORT AND VOTING AGREEMENT

THIS AGREEMENT is made as of the 20th day of March, 2024.

BETWEEN:

(the “**Securityholder**”)

- and -

PREMIER AMERICAN URANIUM INC., a corporation incorporated under the laws of Province of Ontario

(the “**Purchaser**”)

WHEREAS the Purchaser and American Future Fuel Corporation, a corporation incorporated under the laws of the Province of British Columbia (the “**Company**”) have entered into an arrangement agreement (the “**Arrangement Agreement**”) concurrently with the entering into of this Agreement and propose to consummate an arrangement as set forth in the plan of arrangement attached to the Arrangement Agreement (the “**Arrangement**”);

AND WHEREAS the Securityholder owns, beneficially or of record, directly or indirectly, or exercises control or direction over, certain (i) common shares in the capital of the Company (“**Shares**”); (ii) options to acquire Shares (“**Company Options**”); (iii) restricted share units redeemable for Shares (“**Company RSUs**”); (iv) deferred share units redeemable for Shares (“**Company DSUs**”); (v) performance share units redeemable for Shares (“**Company PSUs**”); and/or (vi) warrants to acquire Shares (“**Company Warrants**”);

AND WHEREAS this Agreement sets out the terms and conditions, among other things, under which the Securityholder has agreed to vote or cause to be voted all of his, her or its Subject Securities (defined below) in respect of the Arrangement and other matters related thereto;

AND WHEREAS the Securityholder acknowledges that the Purchaser would not have entered into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I INTERPRETATION

Section 1.01 Definitions

All terms used in this Agreement that are not defined herein shall have the respective meanings ascribed to them in the Arrangement Agreement. For the purposes of this Agreement:

“**Securityholder**” means the party identified as such in the preamble together with its affiliates (as defined in the *Securities Act* (British Columbia)).

“**Subject DSUs**” means all Company DSUs which the Securityholder owns, beneficially or of record, directly or indirectly, or exercises control or direction over, particulars of which are set forth on the Securityholder’s signature page attached to this Agreement.

“**Subject PSUs**” means all Company PSUs which the Securityholder owns, beneficially or of record, directly or indirectly or exercises control or direction over, particulars of which are set forth on the Securityholder’s signature page attached to this Agreement.

“**Subject Options**” means all Company Options which the Securityholder owns, beneficially or of record, directly or indirectly or exercises control or direction over, particulars of which are set forth on the Securityholder’s signature page attached to this Agreement.

“**Subject RSUs**” means all Company RSUs which the Securityholder owns, beneficially or of record, directly or indirectly or exercises control or direction over, particulars of which are set forth on the Securityholder’s signature page attached to this Agreement.

“**Subject Securities**” means, collectively, the Subject Shares, Subject Options, Subject DSUs, Subject PSUs, Subject RSUs, and/or Subject Warrants, as applicable.

“**Subject Shares**” means all Shares which the Securityholder owns, beneficially or of record, directly or indirectly or exercises control or direction over, particulars of which are set forth on the Securityholder’s signature page attached to this Agreement.

“**Subject Warrants**” means all Company Warrants which the Securityholder owns, beneficially or of record, directly or indirectly or exercises control or direction over, particulars of which are set forth on the Securityholder’s signature page attached to this Agreement.

ARTICLE II COVENANTS

Section 2.01 General Covenants of the Securityholder

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement, except as permitted by this Agreement:

- (a) at any meeting of securityholders of the Company called to vote upon the Arrangement, the Arrangement Agreement or the transactions contemplated by the Arrangement Agreement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect to the Arrangement, the Arrangement Agreement or the transactions contemplated by the Arrangement Agreement is sought, the Securityholder shall cause all Subject Securities eligible to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all such Subject Securities:
 - (i) in favour of (A) the approval of the Arrangement and the transactions contemplated by the Arrangement Agreement and (B) any other matter necessary for the consummation of the Arrangement or any other transaction contemplated by the Arrangement Agreement; and
 - (ii) against (i) any Acquisition Proposal or a proposed action in furtherance of an Acquisition Proposal and/or (ii) any action, proposal, transaction or agreement that could reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Securityholder under this Agreement or (B) impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Arrangement (the “**Prohibited Matters**”).

- (b) the Securityholder shall forthwith revoke any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement;
- (c) the Securityholder agrees not to directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Subject Securities to any Person, other than pursuant to the Arrangement Agreement, or (ii) grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Securities, other than pursuant to this Agreement or with the prior written consent of the Purchaser; provided that, notwithstanding clause (i) above, the Securityholder may (x) exercise Company Options to acquire additional Shares, and (y) subject to Section 5.09 of this Agreement, transfer Subject Securities to a corporation, family trust, RRSP or other entity directly or indirectly owned or controlled by the Securityholder or under common control with or controlling the Securityholder; provided that (A) such Transfer shall not relieve or release the Securityholder of or from its obligations under this Agreement, including, without limitation, the obligation of the Securityholder to vote or cause to be voted all Subject Securities eligible to vote at the Meeting in favour of the Arrangement Resolution (and any other resolution put forward at the Meeting that is required for the consummation of the transactions contemplated by the Arrangement Agreement), (B) the transferee continues to be a corporation or other entity directly or indirectly controlling the Securityholder, or owned or controlled by the Securityholder, at all times prior to the Meeting; and (C) the transferee agrees to be bound by the terms of this Agreement as if it were the Securityholder and a party hereto;
- (d) the Securityholder shall, in such Securityholder’s capacity as a holder of Subject Securities, cooperate with the Company and the Purchaser to successfully complete the Arrangement and the other transactions contemplated by the Arrangement Agreement and this Agreement and to oppose any Prohibited Matter;
- (e) the Securityholder shall not (i) exercise any rights of appraisal or rights of dissent, as applicable, with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement, and hereby waives to the fullest extent permitted by Law any and all such rights; or (ii) commence or participate in, and shall take all actions necessary to opt out of, any class in any class action with respect to, any claim, derivative or otherwise, against the Company or the Purchaser or any of their subsidiaries (or any of their respective successors) relating to the negotiation, execution and delivery of the Arrangement Agreement or the consummation of the Arrangement;
- (f) except as permitted under Article 5 of the Arrangement Agreement, the Securityholder shall (i) immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussions or negotiations commenced prior to the date of this Agreement with any Person (other than the Purchaser or its affiliates and their representatives) by or on behalf of the Securityholder with respect to any Acquisition Proposal or potential Acquisition Proposal, whether or not initiated by the Securityholder; and (ii) not solicit, initiate or encourage inquiries, submissions, proposals or offers from any other Person relating to, or participate in any negotiations regarding, or furnish to any other Person any information with respect to, or otherwise cooperate in any way with or assist or participate in or facilitate or encourage any effort or attempt with respect to: (A) any Acquisition Proposal; (B) except as provided by the terms of this Agreement, the direct or indirect acquisition or disposition of all or any of the Subject Securities; or (C) any action which is inconsistent with the successful completion of the Arrangement;

- (g) the Securityholder hereby agrees to deposit a proxy or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Securities eligible to vote on any matter at the Meeting as soon as practicable following the mailing of the Circular and in any event at least 10 days prior to the Meeting. Such proxy or voting instruction form shall appoint as proxyholder(s), the individual(s) designated by the Company on the proxy or voting instruction form, and vote all such Subject Securities as required by Section 2.01(a). The Securityholder hereby agrees that neither it nor any Person on its behalf will take any action to withdraw, amend or invalidate any proxy or voting instruction form deposited by the Securityholder pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Securityholder might have, unless this Agreement has at such time been terminated in accordance with its terms; and
- (h) if the Securityholder acquires any additional Shares, Company Options, Company RSUs, Company DSUs, Company PSUs or Company Warrants, the Securityholder agrees and acknowledges that such additional securities shall be deemed to be Subject Shares, Subject Options, Subject RSUs, Subject DSUs, Subject PSUs or Subject Warrants, respectively, for purposes of this Agreement. Furthermore, if the Securityholder acquires any additional securities of the Company not contemplated by the immediately foregoing sentence, the Securityholder agrees to amend this Agreement such that such additional securities shall be considered Subject Securities.

Section 2.02 Co-Operation/Alternative Transaction

Subject to Section 5.01, if the Company and the Purchaser conclude after the date of this Agreement that it is necessary or desirable to proceed with a form of transaction other than pursuant to the Arrangement Agreement (including, without limitation, a take-over bid) whereby the Purchaser and/or its affiliates would effectively acquire all of the Subject Shares on economic terms and other terms and conditions having consequences to the Securityholder that are substantially equivalent to or better than those contemplated by the Arrangement Agreement (any such transaction is referred to as an “**Alternative Transaction**”), the Securityholder agrees to support the completion of the Alternative Transaction in the same manner as this Agreement provides with respect to the Arrangement, including, without limitation, in the case of a take-over bid, by (i) causing all of the Securityholder’s Subject Options that are in-the-money to be exercised; and (ii) causing all of the Securityholder’s Subject Shares (including the Subject Shares resulting from the exercise or vesting of Subject Options, Subject RSUs, Subject DSUs, Subject PSUs or Subject Warrants) to be validly tendered in acceptance of such take-over bid together with the letter of transmittal and, if applicable, notice of guaranteed delivery, and any other documents required in accordance with such take-over bid, and will not withdraw the Securityholder’s Subject Shares from such take-over bid except as expressly otherwise provided in this Agreement.

Section 2.03 Covenants of the Purchaser

The Purchaser agrees to comply with its obligations under the Arrangement Agreement. The Purchaser hereby agrees and confirms to the Securityholder that it shall take all steps required of it to consummate the Arrangement and cause the consideration to be made available to pay for, or exchange, the Subject Securities, in each case in accordance with and subject to the terms and conditions of the Arrangement Agreement and the Plan of Arrangement.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.01 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to and covenants with the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations, warranties and covenants in entering into this Agreement and the Arrangement Agreement:

- (a) **Incorporation; Capacity; Authorization.** Where the Securityholder is a corporation, it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder. Where the Securityholder is an individual, he or she has the power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform his or her obligations hereunder.
- (b) **Enforceable.** This Agreement has been duly executed and delivered by the Securityholder and constitutes a legal, valid and binding obligation, enforceable against the Securityholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (c) **Ownership of Subject Securities.** The Securityholder's signature page attached to this Agreement sets forth a complete and accurate list of the Subject Securities which the Securityholder owns as of the date of this Agreement, beneficially or of record, directly or indirectly, or over which the Securityholder exercises control or direction. The Securityholder is, and subject to any Transfer permitted by Section 2.01(c)(y) will be at all times up to the Effective Time, the registered and/or beneficial owner of the Subject Securities, with good and marketable title thereto, free and clear of any and all mortgages, charges, pledges, encumbrances, hypothecs, security interests, prior claims, restrictions, covenants, possessory interests, rights of first refusal, preferences, pre-emptive rights, priorities, options or liens (statutory or otherwise) and other similar encumbrances of any kind. As of the date of this Agreement, the Securityholder has no other agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Securityholder or transfer to the Securityholder of additional securities of the Company.
- (d) **No Breach.** Neither the execution and delivery of this Agreement by the Securityholder, the consummation by the Securityholder of the transactions contemplated hereby nor the compliance by the Securityholder with any of the provisions hereof will:
 - (i) result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) (or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal) under (A) any constating documents of the Securityholder or (B) any resolutions or minutes adopted by the shareholders or board of directors of the Securityholder, in each case if the Securityholder is a corporation, or under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, contract, license, agreement, lease, permit or other instrument or obligation to which the Securityholder is a party or by which the Securityholder or any of its properties or assets (including the Subject Securities) may be bound;
 - (ii) require on the part of the Securityholder any filing with (other than pursuant to the requirements of applicable securities legislation (which filings the Securityholder will undertake)), or permit, consent, approval, order or authorization of, any Governmental Authority or any other person; or
 - (iii) subject to compliance with any approval or Laws contemplated by the Arrangement Agreement, violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Securityholder or any of its properties or assets in the context of the Arrangement or this Agreement,

in each case other than as would not be reasonably expected to have a material adverse effect on the Securityholders's ability to perform its obligations hereunder.

- (e) **No Proceedings.** There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Securityholder's ability to consummate the transactions contemplated by this Agreement. There is no order of any Governmental Entity against the Securityholder that could prevent, enjoin, alter or materially delay any of the transactions contemplated by this Agreement, or that could reasonably be expected to have an adverse effect on the Securityholder's ability to consummate the transactions contemplated by this Agreement.
- (f) **Voting.** The Securityholder has, and immediately prior to the Effective Time will continue to have, the sole and exclusive right and power to: (i) enter into this Agreement; (ii) issue instructions with respect to the matters set forth in Article II; (iii) dispose of any Subject Securities; and (iv) vote the Subject Securities as contemplated by this Agreement. Except pursuant to this Agreement, none of the Subject Securities is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind. Except pursuant to this Agreement, no individual, firm or entity has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, requiring the Securityholder to Transfer any Subject Securities or any interest therein.

Section 3.02 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants and covenants to the Securityholder, acknowledging that the Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Incorporation; Capacity; Authorization.** The Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the requisite corporate power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Enforceable.** This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation, enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

ARTICLE IV TERMINATION

Section 4.01 Automatic Termination

This Agreement will automatically terminate and be of no further force or effect upon the earliest to occur of:

- (a) the occurrence of the Effective Time; or
- (b) termination of the Arrangement Agreement in accordance with its terms, unless the Arrangement Agreement has been terminated in connection with the implementation or occurrence of an Alternative Transaction, in which case, this Agreement shall automatically terminate upon the termination or consummation of such Alternative Transaction in accordance with its terms.

Section 4.02 Termination by the Parties

This Agreement may be terminated:

- (a) at any time by mutual written agreement of the Purchaser and the Securityholder;
- (b) by the Securityholder if (i) any of the representations and warranties of the Purchaser in this Agreement shall not be true and correct in all material respects; (ii) the Purchaser shall not have complied with its covenants to the Securityholder contained in this Agreement in all material respects; or (iii) without the prior written consent of the Securityholder, the Arrangement Agreement has been amended following the date hereof in a manner that is materially adverse to the Securityholder or the amount of consideration offered by the Purchaser pursuant to the Arrangement is reduced; or
- (c) by the Purchaser if: (i) any of the representations and warranties of the Securityholder in this Agreement shall not be true and correct in all material respects; or (ii) the Securityholder shall not have complied with its covenants to the Purchaser contained in this Agreement in all material respects.

Section 4.03 Effect of Termination

If this Agreement is terminated in accordance with this Article IV (i) the provisions of this Agreement will become void and the Securityholder shall be entitled to withdraw any form of proxy or power of attorney which it may have given with respect of the Subject Securities or, if applicable, to withdraw any deposited Subject Securities to any take-over bid and (ii) no party shall have liability to any other party, except in respect of any breach of this Agreement which occurred prior to such termination or in respect of any intentional or wilful breach by it of this Agreement.

ARTICLE V GENERAL

Section 5.01 Capacity and Fiduciary Obligations

The Purchaser agrees and acknowledges that the Securityholder is bound hereunder solely in his, her or its capacity as a securityholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Securityholder or, if applicable, any of its directors, officers or principal shareholder, in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict the Securityholder from properly fulfilling his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries and nothing in this Agreement shall prevent the Securityholder from engaging, in such Securityholder's capacity as a director or officer of the Company or any of its subsidiaries, in discussions or negotiations with a person in response to any bona fide Acquisition Proposal or Superior Proposal in accordance with the terms of the Arrangement Agreement.

Section 5.02 Further Assurances

Each of the Securityholder and the Purchaser will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require and at the requesting party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

Section 5.03 Disclosure

Each of the Securityholder and the Purchaser hereby consents to the disclosure of the substance of this Agreement in any press release, documents filed with the court in connection with the Arrangement or any filing pursuant to applicable Securities Laws, including the Circular and the filing of a copy thereof by the Company and the Purchaser, as may be applicable, at www.sedarplus.ca.

Except as required by applicable Law or by any Governmental Authority, the Securityholder shall not make any public announcement or statement with respect to this Agreement without the approval of the Purchaser; provided that to the extent practicable and permitted by Law, the Securityholder shall advise the Purchaser of any such requirement and shall use commercially reasonable efforts to cooperate with the Purchaser and the Company to cause a mutually agreeable public announcement or statement to be issued.

Section 5.04 Time

Time shall be of the essence in this Agreement.

Section 5.05 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to any conflict of laws rules or principles. The Securityholder and the Purchaser irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement and waive, to the fullest extent possible, the defense of an inconvenient forum or any similar defense to the maintenance of proceedings in such courts.

Section 5.06 Entire Agreement

This Agreement, including the schedules hereto and the provisions of the Arrangement Agreement incorporated herein by reference constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

Section 5.07 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

Section 5.08 Severability

If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

Section 5.09 Assignment

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto, except that: (i) the Purchaser may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement to an affiliate, without reducing its own obligations hereunder, without the consent of the Securityholder; and (ii) the Securityholder may assign, delegate or otherwise transfer any of its rights,

interests or obligations under this Agreement in order to give effect to a transfer contemplated by Section 2.01(c)(y) of this Agreement.

Section 5.10 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by overnight courier or e-mail, in the case of:

- (a) the Purchaser, addressed as follows:

Premier American Uranium Inc.
217 Queen Street West, Suite 401
Toronto, Ontario
Canada M5V 0R2

Attention: Tim Rotolo
E-mail: **[Redacted – Contact Information]**

with a copy to (which shall not constitute notice)

Cassels Brock & Blackwell LLP

Address: Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4

Attention: Jamie Litchen
E-mail: **[Redacted – Contact Information]**

- (b) the Securityholder, as set forth on the signature page to this Agreement

or to such other address as the relevant party may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery thereof if delivered before 4 p.m. (eastern time) on a Business Day at the place and time of receipt and, otherwise, on the next following Business Day.

Section 5.11 Equitable Relief

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

Section 5.12 Expenses

Each of the parties shall pay its out of pocket and other expenses incurred in connection with the preparation, execution and delivery of this Agreement and transactions contemplated hereby.

Section 5.13 Independent Legal Advice

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that it has either done so or consciously determined that it does not need such advice and waived its right to do so in connection with the entering into of this Agreement.

Section 5.14 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

Remainder of page intentionally left blank.

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

PREMIER AMERICAN URANIUM INC.

By: _____

Name: Tim Rotolo

Title: Chief Executive Officer

(Print Name of Securityholder)

(Signature of Securityholder or Authorized
Signatory)

(Print Name and Title)

Address: _____

Telephone: _____

Email: _____

(Number of Shares Held)

(Number of Company Options Held)

(Number of Company Warrants Held)

(Number of Company RSUs Held)

(Number of Company PSUs Held)

(Number of Company DSUs Held)
