

UNDERWRITING AGREEMENT

THIS AGREEMENT dated for reference as of September 23, 2014, is made

AMONG

FISSION URANIUM CORP., Suite 700 - 1620 Dickson Avenue,
Kelowna, British Columbia V1Y 9Y2
Fax: (250) 868-8493

(the “**Issuer**”);

AND

DUNDEE SECURITIES LTD., Suite 2000 - 1 Adelaide Street East,
Toronto, Ontario M5C 2V9
Fax: (416) 350-3312

(“**Dundee**”);

AND

BMO NESBITT BURNS INC., 100 King Street West, 4th Floor
Toronto, Ontario M5X 1H3
Fax: (604) 659-8398

(“**BMO**”);

AND

RAYMOND JAMES LTD., Suite 2200 - 925 West Georgia Street,
Vancouver, British Columbia V6C 3L2
Fax: (604) 659-8398

(“**Raymond James**”);

AND

MACQUARIE CAPITAL MARKETS CANADA LTD., 181 Bay Street,
Suite 3100, Toronto, ON M5J 2T3
Fax: (416) 848-3699

(“**Macquarie**”);

AND

CANTOR FITZGERALD CANADA CORPORATION, Suite 1500 - 181
University Avenue
Toronto, Ontario M5H 3M7
Fax: (416) 350-2985

(“**Cantor**”);

(Dundee, BMO, Raymond James, Macquarie and Cantor are collectively referred to as the “**Underwriters**”).

WHEREAS:

- A. The Issuer wishes to privately issue up to 9,602,500 common shares (including up to 1,252,500 common shares pursuant to Section 3 of this Agreement) which have or will have the features required by the definition of “flow through share” as defined in subsection 66(15) of the ITA (collectively, the “**FT Shares**”) of the Issuer, at a price of \$1.50 per FT Share for total gross proceeds of up to \$14,403,750;
- B. The Underwriters have agreed to subscribe for the FT Shares upon the terms and conditions hereinafter set forth;

THE PARTIES to this Agreement therefore agree:

1. DEFINITIONS

In this Agreement and the Recitals hereto:

- (a) “**Alpha Arrangement**” means the plan of arrangement pursuant to which, among other things, the Issuer acquired all of the issued and outstanding shares of Alpha Minerals Inc.;
- (b) “**Applicable Legislation**” means the securities acts in the Selling Provinces, together with all the regulations and rules made and promulgated thereunder and all administrative policy statements, instruments, blanket orders and rulings, notices, and other administrative directions issued by the Commissions;
- (c) “**business day**” means a day on which Canadian chartered banks are open for business in Vancouver, British Columbia;
- (d) “**Claims**” has the meaning defined in Section 17.1;
- (e) “**Closing**” means the completion of the subscription for and the issuance by the Issuer of the FT Shares on the Closing Day;
- (f) “**Closing Day**” means September 23, 2014, or such other date as agreed to by the Issuer and the Underwriters;
- (g) “**Closing Time**” means 6:00 a.m. (Vancouver time) on the Closing Day;
- (h) “**Commissions**” means the securities commission or equivalent regulatory authority in the Selling Provinces;
- (i) “**Denison Arrangement**” means the plan of arrangement pursuant to section 192 of the *Canada Business Corporations Act* among Fission Energy Corp., Denison Mines Corp., and the Issuer.
- (j) “**Disclosure Record**” means the Issuer’s annual reports, financial statements, annual information forms, information circulars, material change reports, technical reports, press releases and all documents filed on the System for

Electronic Document Analysis and Retrieval (SEDAR) or otherwise publicly disseminated by the Issuer and information located on the Issuer's website;

- (k) “**Exchange**” means the TSX Venture Exchange;
- (l) “**Exchange Policies**” means the rules and policies of the Exchange;
- (m) “**Exemptions**” means the exemptions from the prospectus requirements of the Applicable Legislation, as described in the Subscription Agreements;
- (n) “**Fee Percentage**” has the meaning defined in Section 6.1.
- (o) “**FT Shares**” has the meaning defined in the recitals;
- (p) “**Hazardous Substances**” has the meaning defined in subsection 14.1(r);
- (q) “**Indemnified Parties**” or “**Indemnified Party**” has the meaning defined in Section 17.1;
- (r) “**Indemnitor**” has the meaning defined in Section 17.1;
- (s) “**ITA**” means the *Income Tax Act* (Canada), together with all the regulations and rules made and promulgated thereunder, all as amended from time to time;
- (t) “**Losses**” has the meaning defined in Section 17.1;
- (u) “**Material Change**” has the meaning defined in the Applicable Legislation;
- (v) “**Material Fact**” has the meaning defined in the Applicable Legislation;
- (w) “**NI 45-102**” means National Instrument 45-102 or any successor instrument promulgated by the Commissions;
- (x) “**Notice**” has the meaning defined in Section 9.1;
- (y) “**Patterson Lake South Property**” means the Patterson Lake South property in Saskatchewan, Canada;
- (z) “**Permits**” has the meaning defined in Section 14.1(s);
- (aa) “**Private Placement**” means the offering of the FT Shares on the terms and conditions of this Agreement;
- (bb) “**Purchasers**” means the Underwriters or the Substituted Purchasers (as defined in Section 2.2) of FT Shares pursuant to the Private Placement;
- (cc) “**Qualifying Expenses**” has the meaning defined in the Subscription Agreements;
- (dd) “**Regulatory Authorities**” means the Commissions and the Exchange;

- (ee) “**Saskatchewan PST Reassessment**” means the ongoing reassessment by the Ministry of Finance of the Government of Saskatchewan of provincial sales tax owing by Fission Energy Corp., and for which taxes the Issuer has agreed to indemnify Fission Energy Corp.
- (ff) “**Selling Provinces**” means British Columbia, Alberta, Saskatchewan, Ontario and Quebec and such other provinces or territories of Canada as may be agreed to by the Issuer and the Underwriters;
- (gg) “**Subscription Agreements**” means the subscription agreements between a Purchaser and the Issuer under which the Purchaser agrees to subscribe for FT Shares upon the terms and conditions contained therein;
- (hh) “**Subscription Price**” has the meaning defined in Section 2.1;
- (ii) “**Substituted Purchasers**” has the meaning defined in Section 2.2;
- (jj) “**TMX**” has the meaning defined in Section 18;
- (kk) “**Underwriters’ Fee**” means the fee payable pursuant to Section 6 by the Issuer to the Underwriters in consideration of the services performed by the Underwriters under this Agreement;

2. SUBSCRIPTION BY UNDERWRITERS

2.1 Upon the terms and subject to the conditions hereof, the Underwriters hereby agree to subscribe for from the Issuer and the Issuer hereby agrees to issue to the Underwriters 8,350,000 FT Shares, at a price of \$1.50 per FT Share (the “**Subscription Price**”) on the Closing Day.

2.2 It is understood that the Underwriters intend to arrange for substituted purchasers for the FT Shares at the Subscription Price (the “**Substituted Purchasers**”), in which case the Issuer will issue such number of FT Shares to be acquired by such Substituted Purchasers directly to them and the Underwriters’ obligation to subscribe for the FT Shares shall be rateably reduced. For greater certainty, to the extent that the Underwriters arrange for Substituted Purchasers to acquire the FT Shares, the Underwriters will be acting as the Issuer’s exclusive agents to offer the FT Shares and to the extent that Substituted Purchasers acquire any of the FT Shares, the Underwriters shall not be deemed to have acquired (at any time) or have any obligation to acquire any of such FT Shares.

2.3 The Issuer and the Underwriters acknowledge and agree that to the extent that the Underwriters acquire any FT Shares directly, any person to whom the Underwriters resell such FT Shares will not be eligible for the tax benefits available to the initial Purchasers of the FT Shares.

3. UNDERWRITERS’ OPTION

The Issuer hereby grants to the Underwriters an option to subscribe for up to an additional 1,252,500 FT Shares at the Subscription Price, and on the terms set forth above, exercisable in

whole or in part at any time by giving written notice to the Issuer up to 48 hours prior to the Closing Time.

4. RIGHTS OF PARTICIPATION

4.1 The rights and obligations of the Underwriters under this Agreement, including but not limited to the right and obligation to subscribe for FT Shares, to introduce Substituted Purchasers and the entitlement to the Underwriters' Fee will be several (as distinguished from joint or joint and several) rights and obligations for each Underwriter.

4.2 Except as otherwise specifically provided in this Agreement, the rights and obligations of the Underwriters will be divided in the proportions in which the Underwriters participate in the Private Placement.

4.3 The Underwriters will participate in the Private Placement as follows, unless otherwise agreed to between the Underwriters:

Dundee	35%
BMO	25%
Raymond James	15%
Macquarie	15%
Cantor	10%

5. FT SHARES

The FT Shares will be issued and registered as directed by the Underwriters.

6. UNDERWRITERS' FEE

6.1 In consideration of the services performed by the Underwriters under this Agreement, the Issuer agrees to pay to the Underwriters, an Underwriters' Fee consisting of a cash commission equal to 5.0% (the "**Fee Percentage**") of the gross proceeds of the Private Placement received by the Issuer, payable at the Closing Time by wire transfer of immediately available funds from the treasury of the Issuer and not from the proceeds of the Private Placement, to the account designated in writing by Dundee; provided that, in respect of an aggregate of 162,100 FT Shares issued to Substituted Purchasers on a "president's list" mutually agreed upon by the Issuer and Dundee, the Fee Percentage shall be 2.5%.

7. OFFERING RESTRICTIONS

7.1 The Underwriters severally covenant and agree that they will only solicit subscriptions for FT Shares and distribute the FT Shares in accordance with the terms and conditions of this Agreement and in compliance with the Applicable Legislation to persons who represent themselves as being a resident in one of the Selling Provinces who meet the requirements of one of the Exemptions. For the avoidance of doubt, no FT Shares shall be sold to, or for the account or benefit of, a U.S. person (as defined in United States securities laws).

7.2 The Underwriters severally covenant and agree with the Issuer that the Underwriters and their respective representatives will:

- (a) conduct all activities in connection with the resale to purchasers after the Closing Day in respect of FT Shares acquired by the Underwriters as principals, in compliance with this Agreement and all Applicable Legislation;
- (b) not advertise the proposed offering or sale of the FT Shares in printed public media, radio, the internet, television or telecommunications, including electronic display or at any seminar or meeting whose attendees have been invited by general solicitation or general advertising; and
- (c) not provide to purchasers any document or other material that would constitute an offering memorandum within the meaning of the Applicable Legislation.

8. SUBSCRIPTIONS

The Underwriters will use their best efforts to obtain from each Substituted Purchaser introduced by the Underwriters, and deliver to the Issuer, on or before the Closing Day, duly completed and signed Subscription Agreements.

9. FILINGS WITH THE REGULATORY AUTHORITIES

9.1 The Issuer will forthwith give to the Exchange written notice of the terms of this Agreement and the proposed Private Placement and all other information required by the Exchange Policies (the “**Notice**”).

9.2 The Issuer will forthwith provide the Underwriters and their solicitors with a copy of the Notice, and, forthwith on receipt, a copy of the conditional and final letters of acceptance of the Notice from the Exchange.

9.3 The Issuer will file all required documents, pay all required filing fees and undertake any other actions required by the Exchange Policies in order to obtain the approval of the Exchange for the Private Placement.

9.4 Within 10 days of the Closing Day of the Private Placement, the Issuer will:

- (a) file with the Commissions any report required to be filed by the Applicable Legislation in connection with the Private Placement, in the required form; and
- (b) provide the Underwriters’ solicitors with copies of the report or reports.

10. CLOSING

10.1 In this Section:

- (a) “**Certificates**” means the certificates representing the FT Shares issued on the Closing Day in the names and denominations reasonably requested by the Underwriters or the Purchasers, as the case may be;

- (b) “**Expenses**” means the reasonable expenses of the Underwriters in connection with the Private Placement as described in Section 16 and which have not been paid by the Issuer; and
- (c) “**Gross Proceeds**” means the gross proceeds of the issuance of FT Shares on the Closing.

10.2 The Issuer will, on the Closing Day, issue and deliver (a) the Certificates, in physical or electronic form, to the Underwriters against payment of the Gross Proceeds by way of certified cheque, bank draft or wire transfer and (b) by wire transfer of immediately available funds from the treasury of the Issuer and not from the proceeds of the Private Placement, to the account designated in writing by Dundee, an amount equal to the sum of the Underwriters’ Fee and the Expenses.

10.3 If the Issuer has satisfied all of its material obligations under this Agreement, the Underwriters will, on the Closing Day, pay the Gross Proceeds to the Issuer.

10.4 The Issuer will endorse the Certificates with such legends as required by the Exchange Policies and Applicable Legislation.

11. CONDITIONS OF CLOSING

11.1 The obligations of the Underwriters on the Closing Day will be conditional upon the following:

- (a) on the Closing Day, the Issuer will have delivered to the Underwriters, their solicitors and the Substituted Purchasers a favourable opinion of the Issuer’s solicitor dated as of the date of the Closing Day, in a form acceptable to the Underwriters and their solicitors, acting reasonably as to all legal matters reasonably requested by the Underwriters relating to the business of the Issuer and the creation and issuance of the FT Shares or, instead of rendering opinions relating to the laws of the Selling Provinces other than British Columbia, Alberta, Ontario or Quebec, the Issuer’s solicitor may engage one or more legal counsel in the Selling Provinces or elsewhere to provide such local counsel opinions as may be necessary;
- (b) on the Closing Day, the Issuer will have delivered to the Underwriters, their solicitors and the Substituted Purchasers such certificates of its officers and other documents relating to the Private Placement or the affairs of the Issuer as the Underwriters or their solicitors may reasonably request;
- (c) the Underwriters are satisfied, in their sole discretion, acting reasonably, with the results of their due diligence review, including, but not limited to, a review of all relevant corporate information and property title;
- (d) each representation and warranty of the Issuer which is contained in this Agreement continues to be true, and the Issuer has performed or complied with all of its covenants, agreements and obligations under this Agreement; and

- (e) no Commission has advised the Issuer in writing that its securities are not eligible for the four month hold period provided for in NI 45-102.

11.2 The Closing and the obligations of the Issuer and the Underwriters to complete the issue and sale of the FT Shares are subject to:

- (a) receipt of all required regulatory approval for or acceptance of the Private Placement; and
- (b) the removal or partial revocation of any cease trading order or trading suspension made by any competent authority to the extent necessary to complete the issuance of the FT Shares and the Private Placement.

12. RESALE RESTRICTIONS

The Issuer covenants that the FT Shares will be subject under Canadian securities legislation and the Exchange Policies to a hold period of no more than four months commencing from the Closing Day and thereafter may be resold in accordance with NI 45-102.

13. TERMINATION

13.1 The Underwriters, acting through Dundee, may terminate their obligations under this Agreement by notice in writing to the Issuer at any time before the Closing if:

- (a) *due diligence* - the Underwriters are not satisfied in their sole discretion, acting reasonably, with the results of the due diligence review and investigation of the Issuer conducted by the Underwriters;
- (b) *material adverse change* - there is a Material Change or a change in a Material Fact or new Material Fact shall arise or there should be discovered any previously undisclosed Material Fact required to be disclosed, in each case, that has or would be expected to have, in the sole opinion of the Underwriters, a significant adverse change or effect on the business or affairs of the Issuer or on the market price or the value of the securities of the Issuer;
- (c) *disaster out* – (i) there should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism or accident) or major financial occurrence of national or international consequence or a new or change in any law or regulation which, in the sole opinion of the Underwriters, seriously adversely affects or involves or may seriously adversely affect or involve the financial markets or the business, operations or affairs of the Issuer and its subsidiaries taken as a whole or the market price or value of the securities of the Issuer, (ii) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened in relation to the Issuer or any one of the officers or directors of the Issuer or any of its principal shareholders where wrong-doing is alleged or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without limitation the Exchange or securities commission which involves a finding of wrong-doing, or

(iii) any order, action or proceeding which ceases to trade or otherwise operates to prevent or restrict the trading of the common shares or any other securities of the Issuer is made or threatened by a securities regulatory authority; or

- (d) *breach* - there has been a material breach of any of the representations or covenants of the Issuer herein that has not been rectified or remedied.

13.2 If the Underwriters exercise their right to terminate this Agreement, then the Issuer will immediately issue a press release setting out particulars of the termination.

13.3 The Underwriters' obligations hereunder will terminate if the Exchange does not issue its final letter of acceptance, subject only to usual post-Closing filings and payment of fees with the Exchange, of the Private Placement within 90 days of the reference date of this Agreement, unless otherwise agreed in writing by the Underwriters.

14. WARRANTIES, REPRESENTATIONS AND COVENANTS

14.1 The Issuer warrants and represents to and covenants with the Underwriters that:

- (a) the Issuer has no subsidiaries;
- (b) the Issuer is a valid and existing corporation duly incorporated, continued or amalgamated and in good standing under the laws of the jurisdiction in which it was incorporated, continued or amalgamated;
- (c) the Issuer is duly registered and licensed to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of that jurisdiction and is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;
- (d) the Issuer has full corporate power and capacity to carry on its business as now carried on by it, to enter into this Agreement and the Subscription Agreements and to carry out its obligations thereunder, and to undertake the Private Placement and issue the FT Shares, and this Agreement has been duly authorized by all necessary corporate action on the part of the Issuer;
- (e) this Agreement and the Subscription Agreements entered into with Purchasers will constitute valid and binding obligations of the Issuer in accordance with their terms and will be enforceable against the Issuer in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;
- (f) all of the material transactions of the Issuer have been promptly and properly recorded or filed in its books or records and its minute books or records contain

all records of the meetings and proceedings of its directors and shareholders and other committees, if any, since inception;

- (g) as of the date hereof, the authorized capital of the Issuer consists of an unlimited number of common shares, of which 353,344,960 common shares are issued and outstanding as fully paid and non-assessable and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option,
 - (i) for the issue or allotment of any unissued shares in the capital of the Issuer or any other security convertible into or exchangeable for any such shares, with the exception of 30,627,333 outstanding options and 8,452,199 outstanding share purchase warrants of the Issuer, as disclosed in its Disclosure Record; or
 - (ii) to require the Issuer to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital other than as disclosed in its Disclosure Record;
- (h) the only issued and outstanding convertible securities of the Issuer are those options and warrants referred to in subsection (g) of this Section 14.1;
- (i) by the Closing Time, the Issuer will have reserved or set aside sufficient shares in its treasury to issue the FT Shares and, upon receipt of the consideration therefor, all such shares will be duly and validly issued as fully paid and non-assessable;
- (j) upon issuance, the FT Shares shall have the same attributes as outlined in this Agreement and in the Subscription Agreements;
- (k) the Issuer is the legal and beneficial owner of and has good and marketable title to the properties, business and assets or the interests in the properties, business or assets referred to in the Disclosure Record, all agreements by which the Issuer holds an interest in a property, business or assets are in good standing according to their terms and the properties are in good standing under the applicable laws of the jurisdictions in which they are situated and all filings and work commitments required to maintain the properties in good standing have been properly recorded and filed in a timely manner with the appropriate regulatory body and there are no mortgages, liens, charges, encumbrances or any other interests in or on such properties other than as disclosed in the Disclosure Record or that are not material;
- (l) the Disclosure Record and all financial, marketing, sales and operational information provided to the Underwriters by the Issuer do not contain any misrepresentations (as such term is defined in the Applicable Legislation);
- (m) the Subscription Agreements and all other written or oral representations made by the Issuer to a Purchaser or potential Purchaser in connection with the Private Placement are accurate in all material respects and omit no fact, the omission of which will make such representations misleading or incorrect;

- (n) the financial statements filed with the Commissions by the Issuer or supplied by the Issuer to the Underwriters in connection with the Private Placement (together with the certifications required by National Instrument 52-109 *Certification of Disclosure in Issuer's Annual and Interim Filings*) have been prepared in accordance with Canadian generally accepted accounting principles or IFRS, as applicable, present fairly, fully and correctly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Issuer and any subsidiary, as of the date thereof, and there have been no adverse material changes in the financial position of the Issuer since the date thereof, and other than in connection with the Alpha Arrangement, the business of the Issuer and its subsidiaries have been carried on in the usual and ordinary course consistent with past practice since the date thereof;
- (o) the auditors of the Issuer who audited the financial statements of the Issuer for the most recent financial year-end and who provided their audit report thereon are independent public accountants as required under Applicable Legislation and there has never been a reportable event (within the meaning of National Instrument 51-102) with the auditors of the Issuer;
- (p) the Issuer has complied and will comply fully with the requirements of all applicable corporate and securities laws and administrative policies and directions and all orders from a Commission thereunder, including, without limitation, the Applicable Legislation in relation to the issue and trading of its securities and in all matters relating to the Private Placement;
- (q) the Issuer is in compliance with all applicable laws, regulations and statutes (including all environmental laws and regulations) in the jurisdictions in which it carries on business and which may materially affect the Issuer, has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations and statutes, and is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would materially affect the business of the Issuer or the business or legal environment under which the Issuer operates;
- (r) neither the Issuer nor Fission Energy Corp. (prior to April 26, 2013), has caused or permitted the release, in any manner whatsoever, of any pollutants, contaminants, chemicals or industrial toxic or hazardous waste or substances (collectively, the “**Hazardous Substances**”) on or from any of the Issuer's properties or assets nor has it received any notice that it is potentially responsible for a clean-up site or corrective action under any applicable laws, statutes, ordinances, by-laws, regulations, or any orders, directions or decisions rendered by any government, ministry, department or administrative regulatory agency relating to the protection of the environment, occupational health and safety or otherwise relating to dealing with Hazardous Substances except where such release or notice would not reasonably be expected to have a material adverse effect on the Issuer;

- (s) the Issuer has all licences, permits, approvals, consents, certificates, registrations and other authorizations (collectively the “**Permits**”) under all applicable laws and regulations necessary for the operation of the businesses carried on or proposed to be commenced by the Issuer except where the failure to have such Permits would not reasonably be expected to have a material adverse effect on the Issuer and each Permit is valid, subsisting and in good standing and the Issuer is not in material default or breach of any Permit, and to the best of the knowledge of the Issuer, other than as disclosed to the Underwriters in writing, no proceeding is pending or threatened to revoke or limit any Permit;
- (t) to the Issuer's knowledge, information and belief, none of the directors or officers of the Issuer is currently subject to regulatory, criminal or bankruptcy proceedings in Canada or elsewhere which, if determined adversely, would materially and adversely affect the consummation of the transactions contemplated in this Agreement;
- (u) all operations of the Issuer and its subsidiaries, and of Fission Energy Corp. prior to April 26, 2013, have been conducted and are currently conducted in all material respects in accordance with all applicable laws, including, but not limited to, all applicable material workers' compensation, and health, safety and workplace laws, regulations and policies;
- (v) there is not presently, and will not be until the Closing, any Material Change or change in any Material Fact relating to the Issuer which has not been or will not be fully disclosed to the public;
- (w) neither the Issuer nor, to the best of the Issuer's knowledge, any other person, is in default in the observance or performance of any material terms, covenant, obligation to be performed by the Issuer or such other person under any material instrument, document, agreement, or arrangement (including memorandums of understanding or joint venture agreements) to which the Issuer is a party or otherwise bound and all such material instruments, contracts, agreements, or arrangements (including memorandums of understanding or joint venture agreements) are in good standing and no event has occurred which with notice or lapse of time or both would constitute such a default by the Issuer or, to the best of the Issuer's knowledge, any other party;
- (x) the issuance and sale of the FT Shares by the Issuer and the Underwriters, the entering into of this Agreement and the entering into of the Subscription Agreements do not and will not conflict with, and do not and will not result in a breach of, or constitute a default under (A) any law, statute, rule or regulation applicable to the Issuer including, without limitation, the Applicable Legislation; (B) the constating documents, articles or resolutions of the Issuer which are in effect at the date hereof; (C) any agreement, debt instrument, mortgage, note, indenture, instrument, lease or other document to which the Issuer is a party or by which it is bound; or (D) any judgment, decree or order binding the Issuer or the property or assets of the Issuer;

- (y) other than as disclosed in the Disclosure Record, to the best of the Issuer's knowledge, it is not a party to any existing or pending actions, suits or proceedings which could materially affect its business or financial condition, and to the best of the Issuer's knowledge no such actions, suits or proceedings are contemplated or have been threatened;
- (z) there are no judgments against the Issuer or by which it is bound which are unsatisfied, nor are there any consent decrees or injunctions to which the Issuer is subject which have or could have a material adverse effect on the Issuer;
- (aa) the Issuer is a "reporting issuer" within the meaning of the Applicable Legislation in the provinces of British Columbia, Alberta, Saskatchewan, Ontario and New Brunswick and is not in default of any of the requirements of the Applicable Legislation of those provinces or any of the administrative policies or notices of the Regulatory Authorities of those provinces;
- (bb) no order ceasing, halting or suspending trading in securities of the Issuer nor prohibiting the sale of such securities has been issued to and is outstanding against the Issuer or its directors, officers or promoters or, to the best of the Issuer's knowledge, against any other companies that have common directors, officers or promoters and no investigations or proceedings for such purposes are pending or threatened which, if determined adversely, would materially and adversely affect the consummation of the transactions contemplated in this Agreement;
- (cc) the Issuer has materially complied with all requirements of National Instrument 43-101 including, but not limited to, the preparation and filing of technical reports;
- (dd) except in connection with the Saskatchewan PST Reassessment, the Issuer has filed all federal, provincial, local and foreign tax returns which are required to be filed, or have requested extensions thereof, and have paid all taxes required to be paid by them and any other assessment, fine or penalty levied against them, or any amounts due and payable to any governmental authority, to the extent that any of the foregoing is due and payable;
- (ee) the Issuer has established on its books and records reserves which are adequate for the payment of all taxes not yet due and payable and there are no liens for taxes on the assets of the Issuer, except for taxes not yet due, and, except in connection with the Saskatchewan PST Reassessment, or as disclosed to the Underwriters in writing prior to the date hereof, there are no audits of any of the tax returns of the Issuer or any predecessor of the Issuer, which are known by the Issuer's management to be pending, and there are no claims which have been or that may be asserted relating to any tax returns of the Issuer or any predecessor of the Issuer which, to the best of the knowledge of Issuer's management, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of the Issuer;

- (ff) the Issuer is, and at all material times will remain, a “principal-business corporation” as defined in subsection 66(15) of the ITA;
- (gg) the FT Shares will qualify as “flow-through shares” as defined in subsection 66(15) of the ITA and in particular will not be “prescribed shares” as defined in Section 6202.1 of the regulations promulgated under the ITA;
- (hh) if the Issuer amalgamates or otherwise merges with any one or more companies or is subject to any plan of arrangement, any shares issued to or held by Purchasers as a replacement for FT Shares as a result of such amalgamation, merger or plan of arrangement will qualify, whether by virtue of subsection 87(4.4) of the ITA or otherwise, as “flow-through shares” as described in subsection 66(15) of the ITA and in particular will not be “prescribed shares” as defined in Section 6202.1 of the regulations to the ITA;
- (ii) the Issuer will incur prior to December 31, 2015 expenses which are Qualifying Expenses in an amount equal to the proceeds derived from the sale to the Purchasers of the FT Shares and otherwise comply with its obligations, all as set forth in the Subscription Agreements;
- (jj) the Issuer will not be subject to the provisions of subsection 66(12.67) of the ITA in a manner which impairs its ability to renounce Qualifying Expenses to the Purchaser in an amount equal to the proceeds derived from the sale to the Purchasers of the FT Shares;
- (kk) the Issuer will renounce no later than March 1, 2015, with an effective date of December 31, 2014, in accordance with the ITA and the Subscription Agreements, to the Purchasers of the FT Shares, within the times set out in the Subscription Agreements, Qualifying Expenses in an amount equal to the proceeds derived from the sale to the Purchasers of the FT Shares;
- (ll) the Qualifying Expenses to be renounced by the Issuer pursuant to the Subscription Agreements would be deductible by the Issuer in computing its income for the purposes of Part I of the ITA but for the renunciation to the Purchasers;
- (mm) the Issuer is not now entitled to receive any assistance, as defined in the ITA, in respect of Qualifying Expenses and, in the event that the Issuer has received, is entitled to receive, or may reasonably be expected to receive, assistance at any time that may reasonably be related to the Qualifying Expenses which could otherwise affect the amount that could be renounced pursuant to the terms of the Subscription Agreements, the Issuer will incur additional Qualifying Expenses using funds from other sources in an amount equal to any such assistance, such that the aggregate Qualifying Expenses renounced to the Purchasers will equal the proceeds derived from the sale to the Purchasers of the FT Shares;
- (nn) except as disclosed in the interim financial statements of Fission Energy Corp. for the period ended December 31, 2008, neither the Issuer nor Fission Energy Corp. (prior to April 26, 2013) has breached any flow-through share agreement to which

it is or was a party and, in particular, neither the Issuer nor Fission Energy Corp. (prior to April 26, 2013) has failed to incur and renounce expenses which it covenanted to incur and renounce nor has the CRA or the Issuer nor Fission Energy Corp. (prior to April 26, 2013) reduced pursuant to subsection 66(12.73) of the ITA any amount renounced by the Issuer or Fission Energy Corp. (prior to April 26, 2013), as applicable;

- (oo) the Issuer will file, on a timely basis, all required forms regarding the FT Shares pursuant to the ITA and any applicable provincial tax statute;
- (pp) if the Issuer is required under the ITA or otherwise to reduce Qualifying Expenses previously renounced to the Purchasers, such reduction shall, to the extent possible, be made *pro rata* by the aggregate number of FT Shares issued pursuant to this Private Placement only after it has first reduced to the extent possible Qualifying Expenses renounced to persons pursuant to flow-through share subscription agreements entered into by the Issuer subsequent to this Private Placement;
- (qq) the Issuer will keep proper books, records and accounts of the Qualifying Expenses and the Issuer will allow a Purchaser to inspect, upon reasonable request in writing made by such Purchaser to the Issuer and at the sole expense of such Purchaser, information, records and books in the possession of the Issuer relating to the proper classification of expenses as Qualifying Expenses incurred in performing the exploration program described in the Subscription Agreement made between the Issuer and the Purchaser, as such expenses may pertain to such Purchaser; provided that the Issuer shall not be required to provide information to a Purchaser under this paragraph where it would result in breach of privacy, public disclosure, corporate governance or other laws, regulations, policies or rules applicable to the Issuer; for greater certainty, nothing shall prevent the Purchaser from obtaining information relevant to a tax audit or proceeding relating to the FT Shares;
- (rr) the Issuer does not have any loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is used in the ITA);
- (ss) the Issuer shall not take any action which would be reasonably expected to result in the delisting or suspension of the Issuer's common shares on or from the Exchange or on or from any stock exchange, market or trading or quotation facility on which the Issuer's common shares are listed or quoted and the Issuer shall comply, in all material respects, with the rules and regulations thereof;
- (tt) other than the Underwriters, no person, firm or corporation acting or purporting to act at the request of the Issuer is entitled to any brokerage, agency or finder's fee in connection with the transactions described herein;
- (uu) the Issuer has and will have filed all documents that are required to be filed under the continuous disclosure provisions of the Applicable Legislation, including

annual and interim financial information and annual reports, press releases disclosing Material Changes and material change reports;

- (vv) the operations of the Issuer are and have been conducted at all times in compliance with the anti-money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency to which they are subject (collectively, the “**Anti-Money Laundering Laws**”) and no action, suit or proceeding by or before any governmental authority or any arbitrator involving the Issuer with respect to the Anti-Money Laundering Laws is, to the knowledge of the Issuer, pending or threatened;
- (ww) Computershare Investor Services Inc. has been duly appointed as the registrar and transfer agent of the Issuer with respect to the FT Shares; and
- (xx) the warranties and representations in this Section 14.1 are true and correct and will remain so as of the Closing.

14.2 The Issuer further covenants and agrees as follows:

- (a) it will duly, punctually and faithfully perform and comply with all the obligations to be performed by it, and all of its covenants and agreements, under and pursuant to this Agreement and the Subscription Agreements;
- (b) during the period commencing on the date hereof and ending on the conclusion of the distribution of the FT Shares, consult in good faith with the Underwriters as to the content and form of any press release relating to the Private Placement, and the Underwriters agree to keep such information confidential until it is disseminated into the marketplace;
- (c) during the period commencing on the date hereof and ending on the conclusion of the distribution of the FT Shares, it will promptly inform the Underwriters of the full particulars of:
 - (i) any Material Change (actual, anticipated or threatened) in the assets, liabilities (absolute, accrued, contingent or otherwise), business, operations, capital or condition (financial or otherwise) of the Issuer;
 - (ii) any change in any Material Fact contained or referred to in any part of the Disclosure Record which change is, or may be, of such a nature as to render any statement in the Disclosure Record misleading or untrue in any material respect or which would result in a misrepresentation in the Disclosure Record, or which would result in the Disclosure Record not complying with Applicable Legislation (including the Exchange Policies);

- (iii) the occurrence of a Material Fact or event which, in any such case, is or may be of such a nature as to:
 - (A) render any of the Issuer responses to questions posed at an oral due diligence session, or any part of the Disclosure Record or information regarding the Issuer previously provided to the Underwriters by the Issuer, untrue, false or misleading in a material respect;
 - (B) result in a misrepresentation in any part of the Disclosure Record or information regarding the Issuer previously provided to the Underwriters by the Issuer; or
 - (C) result in any part of the Disclosure Record not complying with Applicable Legislation;
- (iv) the discovery by the Issuer of any misrepresentation in any part of the Disclosure Record or any information provided to the Underwriters by the Issuer;

provided that if the Issuer is uncertain as to whether a Material Change, change, occurrence or event of the nature referred to in this subparagraph has occurred, the Issuer shall promptly inform the Underwriters of the full particulars of the occurrence giving rise to the uncertainty and shall consult with the Underwriters as to whether the occurrence is of such a nature;

- (d) during the period commencing on the date hereof and ending on the conclusion of the distribution of the FT Shares, it will promptly inform the Underwriters of the full particulars of:
 - (i) any request of any Commission, the Exchange or other securities commission or similar regulatory authority for any amendment to any part of the Disclosure Record;
 - (ii) the issuance by any Commission or other securities commission or similar regulatory authority, the Exchange or by any other competent authority of any order to cease or suspend trading of any securities of the Issuer or of the institution or threat of institution of any proceedings for that purpose;
 - (iii) the receipt by the Issuer of any communication from any Commission or other securities commission or similar regulatory authority, the Exchange or any other competent authority relating to any part of the Disclosure Record or the Private Placement; or
 - (iv) any material contracts or agreements entered into by the Issuer other than contracts in the ordinary course of business;
- (e) during the period commencing on the date hereof and ending on the conclusion of the distribution of the FT Shares, it will promptly, and in any event within any

applicable time limitation, comply with all applicable filing and other requirements under Applicable Legislation as a result of any Material Change, change, occurrence or event of the nature referred to in subsections 14.2(c) and (d) above; and

- (f) it shall use its reasonable best efforts to maintain its status as a reporting issuer not in default of any Applicable Legislation in British Columbia, Alberta, Saskatchewan, Ontario and New Brunswick.

The Issuer acknowledges that monetary damages would not be a sufficient remedy for a breach of its covenants under this Agreement, and therefore the Issuer agrees that the Underwriters, in their capacities as such and not in a capacity as a Subscriber or shareholder, are entitled to equitable relief, including injunctive relief and specific performance, to prevent breaches of this Agreement and the Subscription Agreements, and to specific enforcement of the terms and provisions of this Agreement and the Subscription Agreements in addition to any other remedy to which the Underwriters may be entitled to under this Agreement and the Subscription Agreements at law or in equity.

14.3 Each of the Underwriters warrants and represents to the Issuer that:

- (a) it is a valid and existing corporation under the law of the jurisdiction in which it was incorporated;
- (b) it is a broker or investment dealer registered under the Applicable Legislation;
- (c) it is a member in good standing of the Exchange; and
- (d) it will sell the FT Shares in compliance with the Applicable Legislation.

15. CONSENT TO ISSUE SECURITIES AND STANDSTILL

15.1 The Issuer agrees not to issue, agree to issue or announce an intention to issue, any additional debt, common shares or any securities convertible into or exchangeable for common shares of the Issuer during the period commencing on the date of this Agreement and ending 60 days from the Closing Day, without the prior written consent of Dundee except in conjunction with:

- (a) the grant of incentive rights to officers, directors or employees of the Issuer in accordance with the Issuer's equity incentive programs;
- (b) the exchange, transfer, conversion or exercise rights of existing outstanding securities;
- (c) existing commitments to issue securities; or
- (d) an arm's length acquisition of a mineral property.

15.2 The Issuer shall use its best efforts to cause its officers and directors to enter into a standstill agreement whereby they will not, without the prior written consent of Dundee (such consent not to be unreasonably withheld or delayed), during the period commencing on the date

of this Agreement and ending 60 days from the Closing Day, (i) offer, pledge, sell, contract to sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer, lend or dispose of directly or indirectly, any securities of the Issuer, or (ii) enter into any swap or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of common shares or such other securities, whether any such transaction at (i) or (ii) of this subsection is to be settled by delivery of common shares or other securities, in cash or otherwise, provided that they shall be entitled to tender their common shares in connection with a take-over bid made generally to all of the shareholders of the Issuer or a court approved plan of arrangement requiring shareholder approval or a similar transaction involving a change of control of the Issuer.

16. EXPENSES OF UNDERWRITERS

16.1 The Issuer will pay all of the expenses of the Private Placement and, on the Closing Day, all the expenses reasonably incurred by the Underwriters in connection with the Private Placement including, without limitation, the reasonable fees and disbursements and taxes thereon of the solicitors for the Underwriters (subject to a maximum of \$75,000 exclusive of taxes and disbursements for the fees of the Underwriters' solicitors).

16.2 The Issuer will pay the expenses referred to in Section 16.1 even if the transactions contemplated by this Agreement are not completed or this Agreement is terminated, unless the failure of acceptance or completion or the termination is the result of a breach of this Agreement by the Underwriters.

16.3 The Underwriters may, from time to time, render accounts for their expenses in connection with the Private Placement to the Issuer for payment on or before the dates set out in the accounts.

17. INDEMNITY TO UNDERWRITERS

17.1 The Issuer and its affiliated companies, as the case may be (collectively, the "**Indemnitor**") agrees to indemnify and hold harmless the Underwriters and soliciting dealer group and each of their subsidiaries and affiliates, and each of their respective directors, officers, employees, shareholders, partners and advisors (collectively, the "**Indemnified Parties**" and each, an "**Indemnified Party**"), to the full extent lawful, from and against all expenses, fees, losses, claims, actions, damages, obligations and liabilities, joint or several, of any nature (including the reasonable fees and expenses of their respective counsel and other expenses, but not including any amount for lost profits) (collectively, "**Losses**") that are incurred in investigating, defending and/or settling any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party (collectively, the "**Claims**") or to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims arise out of or are based upon, directly or indirectly, professional services rendered to the Indemnitor, whether performed before or after the date hereof, together with any Losses that are incurred in enforcing this indemnity. This indemnity shall not be available to an Indemnified Party in respect of Losses incurred where a court of competent jurisdiction in a final judgment that has become non-appealable determines that such Losses resulted solely from the fraud, gross negligence or willful misconduct of the Indemnified Party.

17.2 If for any reason (other than a determination as to any of the events referred to immediately above) this indemnity is unavailable to an Indemnified Party or is insufficient to hold an Indemnified Party harmless in respect of any Claim, the Indemnitor shall contribute to the Losses paid or payable by such Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Indemnified Party on the other hand but also the relative fault of the Indemnitor and the Indemnified Party as well as any relevant equitable considerations; provided that the Indemnitor shall in any event contribute to the Losses paid or payable by an Indemnified Party as a result of such Claim, the amount (if any) equal to (i) such amount paid or payable, minus (ii) the amount of the fees received by the Indemnified Party, if any, under the terms of this Agreement.

17.3 The Indemnitor agrees that no Indemnified Party shall have any liability (either direct or indirect, in contract or tort or otherwise) to the Indemnitor or any person asserting claims on the Indemnitor's behalf or in right for or in connection with this Agreement, except to the extent that any Losses incurred by the Indemnitor are determined by a court of competent jurisdiction in a final judgement (in a proceeding in which an Indemnified Party is named as a party) that has become non-appealable to have resulted solely from the fraud, gross negligence or wilful misconduct of such Indemnified Party.

17.4 The Indemnitor agrees that in case any legal proceeding shall be brought against, or an investigation is commenced in respect of, the Indemnitor and/or an Indemnified Party and an Indemnified Party or its personnel are required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with or by reason of this Agreement, the Indemnified Party shall have the right to employ its own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Indemnified Party for time spent by its personnel in connection therewith at their normal per diem rates together with such disbursements and out-of-pocket expenses incurred by the personnel of the Indemnified Party in connection therewith) shall be paid by the Indemnitor as they occur.

17.5 The applicable Underwriter will notify the Indemnitor promptly in writing after receiving notice of any Claim against it or any other Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, stating the particulars thereof, will provide copies of all relevant documentation to the Indemnitor and, unless the Indemnitor assumes the defence thereof, will keep the Indemnitor advised of the progress thereof and will discuss all significant actions proposed. The omission to so notify the Indemnitor shall not relieve the Indemnitor of any liability which the Indemnitor may have to an Indemnified Party except only to the extent that any such delay in giving or failure to give notice as herein required materially prejudices the defence of such Claim or results in any material increase in the liability under this indemnity which the Indemnitor would otherwise have incurred had the Underwriter not so delayed in giving, or failed to give, the notice required hereunder.

17.6 The Indemnitor shall be entitled, at its own expense, to participate in and, to the extent it may wish to do so, assume the defence of any Claim, provided such defence is conducted by counsel of good standing reasonably acceptable to Dundee on behalf of the Underwriters. Upon the Indemnitor notifying Dundee in writing of its election to assume the defence and retaining

counsel, the Indemnitor shall not be liable to an Indemnified Party for any legal expenses subsequently incurred by it in connection with such defence. If such defence is not assumed by the Indemnitor, the Indemnified Parties, throughout the course thereof, shall provide copies of all relevant documentation to the Indemnitor, shall keep the Indemnitor advised of the progress thereof and shall discuss with the Indemnitor all significant actions proposed. If such defence is assumed by the Indemnitor, the Indemnitor throughout the course thereof will provide copies of all relevant documentation to Dundee on behalf of the Underwriters, will keep Dundee advised of the progress thereof and will discuss with Dundee all significant actions proposed.

17.7 Notwithstanding the foregoing section, any Indemnified Party shall have the right, at the Indemnitor's expense, to separately retain counsel of such Indemnified Party's choice, in respect of the defence of any Claim if: (i) the employment of such counsel has been authorized by the Indemnitor; or (ii) the Indemnitor has not assumed the defence and employed counsel therefor promptly after receiving notice of such Claim; or (iii) counsel retained by the Indemnitor or the Indemnified Party has advised the Indemnified Party that representation of both parties by the same counsel would be inappropriate for any reason, including for the reason that there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Indemnitor or that there is a conflict of interest between the Indemnitor and the Indemnified Party or the subject matter of the Claim may not fall within the indemnity set forth herein (in any of which events the Indemnitor shall not have the right to assume or direct the defence on such Indemnified Party's behalf), provided that the Indemnitor shall not be responsible for the fees or expenses of more than one legal firm in any single jurisdiction for all of the Indemnified Parties.

17.8 No admission of liability and no settlement of any Claim shall be made by the Indemnitor without the prior written consent of the Indemnified Parties affected.

17.9 The indemnity and contribution obligations of the Indemnitor hereunder shall be in addition to any liability which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Indemnified Parties and shall be binding upon and enure to the benefit of any successors, permitted assigns, heirs and personal representatives of the Indemnitor, the Underwriters and any other Indemnified Party. The Indemnitor constitutes the Underwriters as trustees for the other Indemnified Parties as contemplated herein of the covenants of the Indemnitor and the Underwriters hereby agree to accept such trust and to hold and enforce such covenants on behalf of such persons. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of this Agreement.

18. TMX GROUP

An affiliate of Dundee is a shareholder of TMX Group Limited ("TMX"), which owns or controls the Exchange. As such, Dundee may be considered to have an economic interest in the listing of securities on any exchange owned or operated by TMX, including the Exchange. No person or company is required to obtain products or services from TMX or its affiliates as a condition of Dundee supplying or continuing to supply a product or service and Dundee has taken all required steps to ensure that there is no conflict of interest in supplying or continuing to supply a product or service.

19. ASSIGNMENT AND SELLING GROUP PARTICIPATION

19.1 The Underwriters will not assign this Agreement or any of their rights under this Agreement or, with respect to the FT Shares, enter into any agreement in the nature of an option or a sub-option unless and until, for each intended transaction, the Underwriters have obtained the consent of the Issuer, and any required notice has been given to and accepted by the Regulatory Authorities.

19.2 The Underwriters may offer selling group participation in the normal course of the brokerage business to selling groups of other licensed dealers, brokers and investments dealers, who may or who may not be offered part of the Underwriters' Fee.

20. NOTICE

20.1 Any notice under this Agreement will be given in writing and must be delivered, sent by facsimile transmission or mailed by prepaid post and addressed to the party to which notice is to be given at the address indicated above, or at another address designated by the party in writing.

20.2 If notice is sent by facsimile transmission or is delivered, it will be deemed to have been given at the time of transmission or delivery if made during normal business hours; otherwise, it will be deemed received at the time of commencement of normal business hours on the first business day following the date of transmission or delivery.

20.3 If notice is mailed, it will be deemed to have been received 48 hours following the date of mailing of the notice.

20.4 If there is an interruption in normal mail service due to strike, labour unrest or other cause at or prior to the time a notice is mailed the notice will be sent by facsimile transmission or will be delivered.

21. TIME

Time is of the essence of this Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (British Columbia).

22. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations, warranties, covenants and indemnities of the Issuer and the Underwriters contained in this Agreement will survive the Closing.

23. AUTHORITY TO DUNDEE

The Issuer shall be entitled to and shall act on any notice, waiver, extension or other communication given by or on behalf of the Underwriters by Dundee, which has authority to bind the Underwriters with respect of all matters covered by this Agreement insofar as such matters relate to the Underwriters.

24. LANGUAGE

This Agreement is to be read with all changes in gender or number as required by the context.

25. ENUREMENT

This Agreement enures to the benefit of and is binding on the parties to this Agreement and their successors and permitted assigns.

26. HEADINGS

The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and supersedes any other previous agreement between the parties with respect to the Private Placement and there are no other terms, conditions, representations or warranties whether express, implied, oral or written by the Issuer or the Underwriters.

28. COUNTERPARTS

This Agreement may be executed in two or more counterparts and may be delivered by facsimile transmission or other means of electronic communication, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

29. LAW

This Agreement is governed by the law of British Columbia, and the parties hereto irrevocably attorn and submit to the jurisdiction of the courts of British Columbia with respect to any dispute related to this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

This Agreement was executed and delivered as of the date given above:

FISSION URANIUM CORP.

Per: (signed) "Ross McElroy"
Name: Ross McElroy
Title: President & COO

DUNDEE SECURITIES LTD.

Per: (signed) "Aaron Unger"
Name: Aaron Unger
Title: Managing Director

BMO NESBITT BURNS INC.

Per: (signed) "Tom Jakubowski"
Name: Tom Jakubowski
Title: Director, Global Metals & Mining

RAYMOND JAMES LTD.

Per: (signed) "Lon Shaver"
Name: Lon Shaver
Title: Senior Vice President

**MACQUARIE CAPITAL MARKETS
CANADA LTD.**

Per: (signed) "Ryan Matthiesen"
Name: Ryan Matthiesen
Title: Senior Vice President

Per: (signed) "Mike Mackasey"
Name: Mike Mackasey
Title: Head of ECM Canada

**CANTOR FITZGERALD CANADA
CORPORATION**

Per: (signed) "Laurence D. Rose"
Name: Laurence D. Rose
Title: President & Chief Executive Officer