



**NOTICE OF
SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON MARCH 14, 2011**

AND

INFORMATION CIRCULAR

February 11, 2011

This document requires immediate attention. If you are in doubt as to how to deal with the documents or matters referred to in this Information Circular, you should immediately contact your advisor.



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NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

TO THE SHAREHOLDERS OF POWERTECH URANIUM CORP.:

NOTICE IS HEREBY GIVEN that a special meeting (the “**Meeting**”) of shareholders (the “**Shareholders**”) of Powertech Uranium Corp. (the “**Company**”) will be held at the offices of Clark Wilson LLP, located at 800 – 885 West Georgia Street, Vancouver, British Columbia, on Monday, March 14, 2011 at the hour of 10:00 a.m. (Vancouver time) for the following purposes:

1. to consider and, if thought appropriate, pass an ordinary resolution of the disinterested Shareholders authorizing and approving the entering into of a refinancing transaction (the “**Transaction**”) with Société Belge de Combustibles Nucléaires Synatom SA (“**Synatom**”) pursuant to the terms of a Refinancing Agreement dated February 4, 2011 (the “**Refinancing Agreement**”) among the Company, Powertech (USA), Inc., Indian Springs Land and Cattle Co., LLC and Synatom, as more particularly described in the accompanying Information Circular. Synatom and Gérard Pauluis, as interested parties in the Transaction, will abstain from voting on this resolution;
2. to consider and, if thought appropriate, pass an ordinary resolution of the disinterested Shareholders authorizing Synatom to vote, or cause to be voted, all of the common shares of the Company (each, a “**Share**”) beneficially owned by Synatom in favour of management of the Company’s proposed slate of directors at any meeting of the Shareholders held until a maximum of eighteen (18) months from the closing of the Transaction (the “**Closing**”), pursuant to Section 4.1 of a Termination, Voting and Lock-up Agreement to be entered into among the Company, Synatom and Powertech USA in connection with the Closing, as more particularly described in the accompanying Information Circular. Synatom, Gérard Pauluis and the existing management and directors of the Company, being Richard F. Clement, Jr., Wallace Mays, Douglas Eacrett, Malcolm Clay, Thomas A. Doyle and Greg Burnett, as interested parties with respect to this resolution, will abstain from voting on this resolution; and
3. to transact such further or other business as may properly come before the Meeting and any adjournment or postponement thereof.

The accompanying Information Circular provides additional information relating to the matters to be dealt with at the Meeting, including a description of the terms of the Transaction. The full text of the resolution to be approved by the disinterested Shareholders with respect to the Transaction is set out in Appendix A to the accompanying Information Circular. Synatom, as an interested party in the Transaction, will be abstaining from voting.

The board of directors of the Company has fixed February 8, 2011 as the record date for the determination of Shareholders entitled to notice of and to vote at the Meeting and at any adjournment or postponement thereof. Each registered Shareholder at the close of business on that date is entitled to such notice and to vote at the Meeting in the circumstances set out in the accompanying Information Circular.

If you are a registered Shareholder and unable to attend the Meeting in person, please complete, date and sign the accompanying form of proxy and deposit it with the Company's transfer agent, Computershare Trust Company of Canada, 9th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1, at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) before the time and date of the Meeting, or any adjournment or postponement thereof.

If you are a non-registered Shareholder and received this Notice of Special Meeting of Shareholders and accompanying materials through a broker, a financial institution, a participant, a trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan or other similar self-administered savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee of any of the foregoing that holds your Shares on your behalf (the "**Intermediary**"), please complete and return the materials in accordance with the instructions provided to you by your Intermediary.

DATED at Vancouver, British Columbia, this 11th day of February, 2011.

By Order of the Board of Directors of

POWERTECH URANIUM CORP.

/s/ Richard F. Clement, Jr.
Richard F. Clement, Jr.
President and Chief Executive Officer

PLEASE VOTE. YOUR VOTE IS IMPORTANT. WHETHER OR NOT YOU EXPECT TO ATTEND THE MEETING, PLEASE COMPLETE, SIGN AND DATE THE ENCLOSED PROXY FORM AND PROMPTLY RETURN IT IN THE ENVELOPE PROVIDED.



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INFORMATION CIRCULAR

Dated February 11, 2011 (unless otherwise noted)

INTRODUCTION

This Information Circular accompanies the Notice of Special Meeting of Shareholders (the “**Notice**”) and is furnished to the shareholders (the “**Shareholders**”) holding common shares (each, a “**Share**”) in the capital of Powertech Uranium Corp. (the “**Company**”) in connection with the solicitation by the management of the Company of proxies to be voted at the special meeting (the “**Meeting**”) of the Shareholders to be held at 10:00 a.m. (Vancouver time) on Monday, March 14, 2011 at the offices of Clark Wilson LLP, 800 – 885 West Georgia Street, Vancouver, BC, or at any adjournment or postponement thereof. Unless otherwise indicated, all dollar amounts referred to herein are in Canadian dollars.

PROXIES AND VOTING RIGHTS

Management Solicitation

The solicitation of proxies by management of the Company will be conducted by mail and may be supplemented by telephone or other personal contact and such solicitation will be made without special compensation granted to the directors, regular officers and employees of the Company. The Company does not reimburse Shareholders, nominees or agents for costs incurred in obtaining, from the principals of such persons, authorization to execute forms of proxy, except that the Company has requested brokers and nominees who hold stock in their respective names to furnish this Information Circular and related proxy materials to their customers, and the Company will reimburse such brokers and nominees for their related out of pocket expenses. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company.

No person has been authorized to give any information or to make any representation other than as contained in this Information Circular in connection with the solicitation of proxies. If given or made, such information or representation must not be relied upon as having been authorized by the Company. The delivery of this Information Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Information Circular. This Information Circular does not constitute the solicitation of a proxy by anyone in any jurisdiction in which such solicitation is not authorized, or in which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

Appointment of Proxy

Registered Shareholders are entitled to vote at the Meeting. A Shareholder is entitled to one vote for each Share that such Shareholder holds on February 8, 2011 (the “**Record Date**”) on the resolutions to be voted upon at the Meeting, and any other matter to come before the Meeting. Only disinterested Shareholders will be entitled to vote at the Meeting with respect to the Transaction (as defined herein).

The persons named as proxyholders (the “**Designated Persons**”) in the enclosed form of proxy are directors and/or officers of the Company.

A Shareholder has the right to appoint a person or corporation (who need not be a Shareholder) to attend and act for or on behalf of that Shareholder at the Meeting, other than the Designated Persons named in the enclosed form of proxy.

A Shareholder may exercise this right by striking out the printed names of the Designated Persons and inserting the name of such other person and, if desired, an alternate to such person, in the blank space provided in the form of proxy.

In order to be voted, the completed form of proxy must be received by the Company’s registrar and transfer agent, Computershare Trust Company of Canada (the “**Transfer Agent**”), at its offices located at 9th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1, or by the Company at the address set forth above, by mail or fax, at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) prior to the scheduled time of the Meeting, or any adjournment or postponement thereof.

A proxy may not be valid unless it is dated and signed by the Shareholder who is giving it or by that Shareholder’s attorney-in-fact duly authorized by that Shareholder in writing or, in the case of a corporation, dated and executed by a duly authorized officer of, or attorney-in-fact for, the corporation. If a form of proxy is executed by an attorney-in-fact for an individual Shareholder or joint Shareholders or by an officer of, or attorney-in-fact for, a corporate Shareholder, the instrument so empowering the officer or attorney-in-fact, as the case may be, or a notarially certified copy thereof, should accompany the form of proxy.

Revocation of Proxies

A Shareholder who has given a proxy may revoke it at anytime before it is exercised by an instrument in writing: (a) executed by that Shareholder or by that Shareholder’s attorney-in-fact authorized in writing or, where the Shareholder is a corporation, by a duly authorized officer of, or attorney-in-fact for, the corporation; and (b) delivered either: (i) to the Company at the address set forth above, at any time up to and including the last business day preceding the day of the Meeting or, if adjourned or postponed, any reconvening thereof, or (ii) to the Chairman of the Meeting prior to the vote on matters covered by the proxy on the day of the Meeting or, if adjourned or postponed, any reconvening thereof, or (iii) in any other manner provided by law.

Also, a proxy will automatically be revoked by either: (i) attendance at the Meeting and participation in a poll (ballot) by a Shareholder, or (ii) submission of a subsequent proxy in accordance with the foregoing procedures. A revocation of a proxy does not affect any matter on which a vote has been taken prior to any such revocation.

Voting of Shares and Proxies and Exercise of Discretion by Designated Persons

A Shareholder may indicate the manner in which the Designated Persons are to vote with respect to a matter to be voted upon at the Meeting by marking the appropriate space on the proxy. If the instructions as to voting indicated in the proxy are certain, the Shares represented by the proxy will be voted or withheld from voting in accordance with the instructions given in the proxy. If the Shareholder specifies a choice in the proxy with respect to a matter to be acted upon, then the Shares represented will be voted or withheld from the vote on that matter accordingly. The Shares represented by a proxy will be voted or withheld from voting in accordance with the instructions of the

Shareholder on any ballot that may be called for and, if the Shareholder specifies a choice with respect to any matter to be acted upon, the Shares will be voted accordingly.

If no choice is specified in the proxy with respect to a matter to be acted upon, the proxy confers discretionary authority with respect to that matter upon the Designated Persons named in the form of proxy. It is intended that the Designated Persons will vote the Shares represented by the proxy in favour of each matter identified in the proxy, including for the approval of the Transaction and the Synatom Voting Covenant (as defined herein).

The enclosed form of proxy confers discretionary authority upon the Designated Persons named therein with respect to other matters which may properly come before the Meeting, including any amendments or variations to any matters identified in the Notice, and with respect to other matters which may properly come before the Meeting. At the date of this Information Circular, management of the Company is not aware of any such amendments, variations, or other matters to come before the Meeting.

In the case of abstentions from, or withholding of, the voting of the Shares on any matter, the Shares that are the subject of the abstention or withholding will be counted for the determination of a quorum, but will not be counted as affirmative or negative on the matter to be voted upon.

NON-REGISTERED HOLDERS

Only registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most Shareholders are “non-registered” Shareholders because the Shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the Shares. More particularly, a person is not a registered Shareholder in respect of Shares which are held on behalf of that person (the “**Non-Registered Holder**”) but which are registered either: (a) in the name of an intermediary (an “**Intermediary**”) that the Non-Registered Holder deals with in respect of the Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators or self-administered RRSP’s, RRIF’s, RESPs and similar plans); or (b) in the name of a clearing agency (such as CDS Clearing and Depository Services Inc. (“**CDS**”)) of which the Intermediary is a participant. In accordance with the requirements set out in National Instrument 54-101 of the Canadian Securities Administrators (“**NI 54-101**”), the Company has distributed copies of the Notice, this Information Circular and the form of proxy (collectively, the “**Meeting Materials**”) to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders.

Intermediaries are required to forward the Meeting Materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Very often, Intermediaries will use service companies to forward the Meeting Materials to Non-Registered Holders. Generally, Non-Registered Holders who have not waived the right to receive Meeting Materials will either:

- (a) be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of Shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Holder when submitting the proxy. In this case, the Non-Registered Holder who wishes to submit a proxy should otherwise properly complete the form of proxy and deposit it with the Transfer Agent as provided above; or
- (b) more typically, be given a voting instruction form which is not signed by the Intermediary, and which, when properly completed and signed by the Non-Registered Holder and returned to the Intermediary or its service company, will constitute voting instructions (often called a “proxy authorization form”) which the Intermediary must follow. Typically, the proxy authorization form will consist of a one page pre-printed form. Sometimes, instead of a one page pre-printed

form, the proxy authorization will consist of a regular printed proxy form accompanied by a page of instructions, which contains a removable label containing a bar-code and other information. In order for the form of proxy to validly constitute a proxy authorization form, the Non-Registered Holder must remove the label from the instructions and affix it to the form of proxy, properly complete and sign the form of proxy and return it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company.

In either case, the purpose of this procedure is to permit a Non-Registered Holder to direct the voting of the Shares which they beneficially own. Should a Non-Registered Holder who receives one of the above forms wish to vote at the Meeting in person, the Non-Registered Holder should strike out the names of the Designated Persons named in the form and insert the Non-Registered Holder's name in the blank space provided. In either case, Non-Registered Holders should carefully follow the instructions of their Intermediary, including those regarding when and where the proxy or proxy authorization form is to be delivered.

There are two kinds of beneficial owners – those who object to their name being made known to the issuers of securities which they own (called OBOs for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (called NOBOs for Non-Objecting Beneficial Owners). Pursuant to NI 54-101, issuers can obtain a list of their NOBOs from Intermediaries for distribution of proxy-related materials directly to NOBOs.

These Meeting Materials are being sent to both registered Shareholders and Non-Registered Holders. If you are a Non-Registered Holder, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding Shares on your behalf.

PARTICULARS OF MATTERS TO BE ACTED UPON

Approval of Refinancing Transaction with Synatom and Synatom Voting Covenant

On February 4, 2011, the Company entered into a Refinancing Agreement dated February 4, 2011 (the “**Refinancing Agreement**”) with Société Belge de Combustibles Nucléaires Synatom SA (“**Synatom**”), Powertech (USA), Inc. (“**Powertech USA**”) and Indian Springs Land and Cattle Co., LLC (“**Indian Springs**”) pursuant to which, among other things, subject to the satisfaction of certain closing conditions as set out below: (i) the Prior Agreements (as defined herein) will be terminated pursuant to the terms of a Termination, Voting and Lock-Up Agreement (the “**Termination Agreement**”); (ii) the Company will pay to Synatom the amount of \$12,500,000; (iii) the Company will issue a \$7,500,000 unsecured, non-interest bearing promissory note to Synatom (the “**New Note**”); and (iv) Powertech USA will provide Synatom with an unsecured guarantee (the “**Guaranty Agreement**”) of the Company's obligations under the New Note (collectively, the “**Transaction**”). For more information about the Transaction and the Refinancing Agreement, see below under the heading “The Refinancing Agreement”.

It is a condition to the closing of the Transaction that the Company complete an equity financing of not less than \$17,500,000 (the “**Financing**”) by way of short form prospectus and, under the terms of the Refinancing Agreement, the Company is required to use best efforts to complete the Financing by April 26, 2011. For more information about the Financing, see below under the heading “The Financing”.

Pursuant to the terms of the Termination Agreement, until the earlier of: (i) the date that is eighteen (18) months from the date of execution of the Termination Agreement; (ii) the date upon which a Change of Control (as defined in the Termination Agreement) occurs; and (iii) the date upon which an Event of Default (as defined in the Termination Agreement) occurs (the “**Lock-Up Period**”), Synatom will, among other things, covenant to vote, or cause to be voted, all of the Shares beneficially owned by Synatom in favour of the slate of directors proposed by management of the Company at any meeting of Shareholders during the Lock-Up Period (the

“**Synatom Voting Covenant**”). For more information about the Termination Agreement, see below under the heading “The Termination Agreement”.

At the Meeting, the disinterested Shareholders will be asked to consider and, if deemed appropriate, approve a Shareholders’ resolution with respect to the Transaction (the “**Transaction Resolution**”), in the form attached as Appendix A to this Information Circular, and a Shareholder’s resolution approving the section of the Termination Agreement pertaining to the Synatom Voting Covenant, in the form attached as Appendix B to this Information Circular (the “**Synatom Voting Resolution**”). If the Synatom Voting Resolution is not approved, the Synatom Voting Covenant will be struck from the Termination Agreement but the remaining terms of the Termination Agreement will remain in full force and effect.

The board of directors of the Company (the “**Board**”) believes that the Transaction, including the Termination Agreement and the related transactions, is beneficial to the Shareholders for a variety of reasons. For a description of such reasons, see below under the heading, “Recommendation of the Company’s Board of Directors”.

The Board has unanimously approved the Transaction and recommends that the disinterested Shareholders approve, by way of ordinary resolution, the Transaction Resolution, in substantially the form set forth in Appendix A to this Information Circular, and the Synatom Voting Resolution, in substantially the form set forth in Appendix B to this Information Circular.

Background

On June 3, 2008, the Company entered into a Private Placement Agreement with Powertech USA and Synatom (the “**First Private Placement Agreement**”) pursuant to which, on June 4, 2008, the Company issued to Synatom 6,000,000 units at a price of \$1.50 per unit (the “**First Private Placement**”) for aggregate proceeds of \$9,000,000. Each unit consisted of one Share and two warrants, with each warrant entitling Synatom to purchase an additional Share at an exercise price of \$2.00 per Share. All of the warrants expired, unexercised. Under the First Private Placement Agreement, Synatom was granted various rights, including pre-emptive rights on the issuance of any securities by the Company, the right to nominate directors to the boards of the Company and Powertech USA, the right to appoint a director to the Company’s Audit Committee and an option to purchase any uranium sold by the Company subject to the terms of the First Private Placement Agreement. In addition, various restrictions were placed on the Company’s ability to effect corporate actions (the “**Negative Covenants**”), including:

- splitting, combining, classifying or reclassifying any of its outstanding Shares or issuing or authorizing or proposing the issuance of any other securities in respect of, in lieu of, or in substitution for Shares or otherwise altering or amending any terms, conditions or rights of the Shares;
- changing or amending its authorized share capital;
- issuing any preferred shares;
- changing the size of the Board;
- amending its charter documents or by-laws in any way that materially and adversely affects the rights of Synatom as a Shareholder;
- making any capital expenditure or increasing its indebtedness for borrowed money or making any loan or advance or assuming, guaranteeing or otherwise becoming liable with respect to the liabilities or obligations of any person for any amount in the aggregate in excess of \$5,000,000;

- acquiring or disposing of any significant block of mining properties or rights or interests therein that would indicate a change of policy or direction of the Company or Powertech USA;
- making any significant change to, or discontinuing, any development plan regarding any uranium in-situ recovery project; or
- authorizing any merger, amalgamation, arrangement, share exchange, take-over bid, tender offer, recapitalization, consolidation or business combination directly or indirectly involving the Company or Powertech USA or the sale or other disposition of a substantial portion of the assets of the Company or Powertech USA.

In connection with the First Private Placement, the Company, Synatom, Wallace Mays, the Wallace Mays 2006 Family Trust No. 1, Richard F. Clement Jr., the Clement Family Limited Partnership, Thomas A. Doyle and Greg Burnett entered into a Shareholders Agreement dated June 2, 2008 (the “**Shareholders Agreement**”) regarding, among other things, mutual rights of first refusal on the sales of their respective Shares, subject to certain exceptions, and certain anti-dilution rights in favour of Synatom. Messrs. Mays, Clement, Doyle and Burnett also agreed to remain in their current positions for a period of five years and to refrain from competing with the Company and Powertech USA for a period of one year after they ceased providing services to the Company or Powertech USA. For a full description of the First Private Placement, the units issued pursuant thereto and the Shareholders Agreement, please see the Company’s management information circular dated June 18, 2008, as filed on SEDAR on June 25, 2008.

On December 19, 2008, the Company entered into a Private Placement Agreement (the “**Second Private Placement Agreement**”) with Powertech USA and Synatom pursuant to which, on February 11, 2009, the Company issued a 7% secured convertible debenture in the principal amount of \$9,000,000 (the “**Debenture**”) to Synatom (the “**Second Private Placement**”). The Second Private Placement Agreement re-iterated the Negative Covenants and also granted Synatom the right to appoint a director to the Company’s executive committee.

The Debenture bears interest at the rate of 7% per annum, compounded annually and will mature on February 11, 2012, absent earlier maturity pursuant to the terms of the Debenture. The principal of the Debenture and accrued interest thereon are convertible, at Synatom’s option, into a maximum of 22,050,774 Shares at a conversion price of \$0.50 per Share. The Debenture may be converted: (i) by the Company, in the event that the Company obtains all of the permits required to construct and operate either the Centennial or the Dewey-Burdock project; or (ii) by Synatom at any time until February 11, 2012, provided that each conversion shall be a minimum of \$100,000 of the principal amount of the Debenture. The Debenture is secured against all of the existing and future assets of the Company, Powertech USA and Indian Springs. For a full description of the Second Private Placement and the Debenture, please see the Company’s management information circular dated January 7, 2009, as filed on SEDAR on January 13, 2009.

On October 14, 2009, the Company, Powertech USA and Synatom entered into a Loan Facility Placement Agreement (the “**Loan Facility Placement Agreement**”) pursuant to which the Company and Synatom entered into a secured loan facility in the principal amount of \$13,800,000 (the “**Loan Facility**”), comprised of four equal tranches of \$3,450,000 each. The principal amount of the second tranche is convertible into Shares until the maturity date of the second tranche at a conversion price of \$0.50 per Share at the sole option of Synatom. The Loan Facility Placement Agreement re-iterated the Negative Covenants and also placed additional restrictions on the Company, including a restriction on its ability to open any additional bank accounts and a restriction on maintaining a balance of greater than US\$750,000 in any bank located outside of Canada.

Concurrent with the entering into of the Loan Facility, the Company drew down the first \$3,450,000 tranche of the Loan Facility. The second tranche of the Loan Facility was drawn down on December 1, 2009, the third tranche was drawn down on March 30, 2010 and the fourth tranche was drawn down on June 30, 2010. Each of the tranches was drawn down pursuant to the terms of the Loan Facility Placement Agreement and was

evidenced by a promissory note in the principal amount of \$3,450,000 issued by the Company to Synatom on the respective dates of the draw downs. Repayment of the Loan Facility is secured by existing security granted by the Company, Powertech USA and Indian Springs to Synatom pursuant to the Debenture and by further security granted in the Loan Facility. For a full description of the Loan Facility Placement Agreement and the Loan Facility, please see the Company's information circular dated August 26, 2009, as filed on SEDAR on August 31, 2009.

The First Private Placement Agreement, the Second Private Placement Agreement, the Debenture, the Loan Facility Placement Agreement and the Loan Facility, including all security agreements, mortgages, share pledges and other such documentation entered into in conjunction with such agreements, are collectively referred to in this Information Circular as the "**Prior Agreements**".

The Refinancing Agreement and Related Agreements

The Refinancing Agreement

On February 4, 2011, Synatom, the Company, Powertech USA and Indian Springs entered into the Refinancing Agreement pursuant to which, among other things, subject to the satisfaction of certain closing conditions as set out below: (i) the Prior Agreements will be terminated pursuant to the terms of the Termination Agreement; (ii) the Company will pay to Synatom the amount of \$12,500,000; (iii) the Company will issue Synatom the New Note in the amount of \$7,500,000, which will be unsecured and non-interest bearing; and (iv) Powertech USA will provide Synatom with an executed Guaranty Agreement. Forms of the Termination and Voting Agreement, the New Note and the Guaranty Agreement are included as schedules to the Refinancing Agreement, which is attached to this Information Circular as Appendix C. The following is a summary of the material terms of the Refinancing Agreement and the related Termination Agreement, New Note and Guaranty Agreement, and is qualified in its entirety by reference to the specific terms of such agreements.

The closing of the Transaction is subject to satisfaction of the following conditions:

1. the approval of the Transaction Resolution by the Shareholders at the Meeting;
2. the completion of the Financing; and
3. the termination of the Shareholders Agreement by written agreement executed by all of the parties thereto.

Pursuant to the provisions of the Refinancing Agreement, in the event that the closing of the Transaction has not occurred on or prior to the maturity date of the repayment of the first tranche of the Loan Facility (being April 14, 2011), the maturity date for such repayment will be extended to the earlier of: (i) the date of termination of the Refinancing Agreement in accordance with its terms; and (ii) April 30, 2011.

The Refinancing Agreement will automatically terminate at 12:01 a.m. (Toronto time) on April 30, 2011, or may be terminated prior to closing of the Transaction:

1. by mutual consent of the parties;
2. by Synatom, if any person (other than Synatom or any of its affiliates or persons with which it is acting in concert), announces, or announces its intention to make, a public take-over bid for all or part of the Shares, or if any such person acquires, or enters into any contract to acquire, more than 20% of the Shares, calculated on a non-diluted basis;
3. by Synatom, if there has been a material breach of any provision of the Refinancing Agreement by the Company, Powertech USA or Indian Springs and such breach has not been waived by Synatom; or

4. by the Company if there has been a material breach of any provision of the Refinancing Agreement by Synatom and such breach has not been waived by the Company.

The Board has unanimously approved the Transaction.

The Termination Agreement

In connection with the closing of the Transaction, the payment of \$12,500,000 by the Company to Synatom, and the issuance of the New Note to Synatom, the Company will enter into the Termination Agreement pursuant to which the Prior Agreements will be terminated. Under the terms of the Termination Agreement, Synatom will irrevocably and unconditionally release and discharge all mortgages, charges, assignments, transfers, pledges, liens, encumbrances, guarantees, agreements and other security interests of Synatom in and to or affecting any of the shares, undertaking, property and assets of the Company, Powertech USA or Indian Springs, including, without limitation, the mortgages, charges, assignments, transfers, pledges, liens, encumbrances, guarantees, agreements and other security interests issued, granted, given, made or otherwise entered into pursuant to, or in respect of, or otherwise referred to in, or contemplated by, the Prior Agreements (collectively, the “**Security Interests**”), and all original share certificates, promissory notes, debentures and other collateral or property in the possession of Synatom will be delivered to the Company as soon as reasonably practicable following the execution of the Termination Agreement.

Further, pursuant to the terms of the Termination Agreement, during the Lock-Up Period, Synatom will covenant not to sell, grant an option or right for the sale of, or otherwise dispose of, or announce any intention to do so, the 10,890,000 Shares beneficially owned by Synatom, without the prior written consent of the Company. Synatom will also covenant to vote, or cause to be voted, all of the Shares beneficially owned by Synatom in favour of the slate of directors proposed by management of the Company at any meeting of Shareholders during the Lock-Up Period.

The New Note and the Guaranty Agreement

In connection with the closing of the Transaction, the Company will issue the New Note to Synatom in the principal amount of \$7,500,000. The New Note will be unsecured and non-interest bearing, and will mature on the earlier of: (i) six (6) months from the date on which the last of the Dewey-Burdock project permits (as described in the New Note) is obtained; and (ii) two (2) years from the date of issuance of the New Note. The New Note will provide that any balance outstanding on the New Note may, at the election of the Company, be prepaid in cash, in whole or in part, provided that any such prepayment shall not be for an amount less than \$250,000. Under the terms of the New Note, if there is still an outstanding balance owing under the New Note eighteen (18) months after the date of issuance of the New Note, the Company, at its sole option, may repay such outstanding balance by the issuance to Synatom of Shares in an amount equal to the outstanding amount divided by the greater of: (i) the twenty (20) day volume weighted average price of the Shares on the Toronto Stock Exchange (the “**TSX**”) for the period ending two (2) business days prior to the conversion date, less a fifteen (15) percent discount; or (ii) \$0.60 per Share, subject to adjustment pursuant to the terms of the New Note. Assuming the New Note is converted into Shares at the minimum conversion price of \$0.60 per Share, the Company would issue a maximum of 12,500,000 Shares to Synatom as repayment for the New Note, which would amount to 18.4% of the Company’s issued and outstanding Shares at the time of such conversion, based on 67,929,022 Shares outstanding upon conversion of the New Note.

Pursuant to the terms of the Guaranty Agreement, which will be executed and delivered by Powertech USA to Synatom in connection with the closing of the Transaction, Powertech USA will agree to guarantee all of the Company’s obligations under the New Note, as the majority of the Company’s assets are held in the name of Powertech USA.

The Financing

As stated above, it is a condition to the closing of the Transaction that the Company complete the Financing for gross proceeds of not less than \$17,500,000 by way of short form prospectus and, under the terms of the Refinancing Agreement, the Company is required to use best efforts to complete the Financing by April 26, 2011.

The Financing will be undertaken as a fully marketed short form prospectus offering of units (each, a “**Unit**”), on an agency basis, with Salman Partners Inc. (the “**Agent**”) acting as lead agent. The price per Unit (the “**Offering Price**”) will be determined based on current market conditions at the time of the Financing. Each Unit will consist of one Share and one half of one Share purchase warrant (each, a “**Warrant**”). Each whole Warrant will be exercisable into one Share for a period of twenty-four (24) months following the closing of the Financing at an exercise price equal to an approximately 30% premium over the Offering Price (the “**Warrant Exercise Price**”). If, at any time after six months and one day following the closing of the Financing, the daily volume-weighted average price of the Shares on the TSX is at least double the Warrant Exercise Price for a period of twenty (20) consecutive trading days, the Company may, within five (5) days of any such event, provide written notice to the holders of Warrants of early expiry and the Warrants will expire on the date that is thirty (30) days after the date of the Company’s notice to the holders of the Warrants (the “**Call Right**”).

The Company will pay the Agent a cash commission in an amount equal to 6.5% of the gross proceeds of the Financing. The Company will also grant the Agent transferable broker warrants (each, a “**Broker Warrant**”) exercisable for such number of Shares as is equal to 6.5% of the number of Units sold pursuant to the Financing. Each Broker Warrant shall entitle the holder to purchase, at any time within twenty-four (24) months from the closing of the Financing, one Share at the Offering Price. The Broker Warrants are exercisable on the same terms and conditions as the Warrants that comprise the Units. The Broker Warrants will also be subject to the Call Right. The Company will be responsible for all reasonable expenses of the Financing, including fees of legal counsel of the Agent, the Agent’s out of pocket expenses, and GST/HST expenses.

The Company will grant the Agent an over-allotment option entitling the Agent to purchase up to an additional 15% of the Units sold pursuant to the Financing, exercisable in whole or in part at the Offering Price for a period of up to thirty (30) days following the closing of the Financing. The Company will agree not to issue or sell any Shares or other securities convertible or exchangeable into Shares, other than (i) for purposes of employee stock options; (ii) to satisfy existing securities or agreements already entered into; or (iii) pursuant to a bona fide acquisition for a period of ninety (90) days from the closing of the Financing, without the prior written consent of the Agent.

Upon completion of the Financing, \$12,500,000 will be paid to Synatom pursuant to the terms of the Refinancing Agreement and the balance of the proceeds of the Financing will be used for general working capital purposes and to further the Company’s Dewey-Burdock and Centennial projects.

Closing of the Financing will be subject to:

1. completion of due diligence to the satisfaction of the Agent and its legal counsel;
2. the Company confirming that it is eligible for a short-form prospectus offering;
3. execution and delivery of an agency agreement between the Company and the Agent;
4. the completion of the Transaction; and
5. receipt of all necessary third party approvals, including the approval of the TSX.

Ownership of Securities of the Company

The following table sets forth the number, designation and percentage of outstanding securities beneficially owned or over which control or direction is exercised: (a) by each director and officer of the Company; and (b) if known after reasonable enquiry, by (i) each associate or affiliate of an insider of the Company, (ii) each associate or affiliate of the Company, (iii) an insider of the Company, other than a director or officer of the Company, and (iv) each person acting jointly or in concert with the Company. No securities of the Company were purchased or sold by any of the persons set forth in the following table in the six (6) months preceding the date of this Information Circular:

Name of Shareholder	Number of Shares Owned	Percentage of Outstanding Shares ⁽¹⁾
Wallace M. Mays Chief Operating Officer, Chairman of the Board and Director	4,180,000 ⁽²⁾	7.5%
Richard F. Clement President, Chief Executive Officer and Director	3,528,000 ⁽³⁾	6.4%
Thomas A. Doyle Chief Financial Officer, Vice President – Finance, Treasurer and Director	2,813,400 ⁽⁴⁾	5.1%
Douglas E. Eacrett Director	175,000 ⁽⁵⁾	0.3%
Greg Burnett Vice President – Administration, Secretary and Director	2,185,000 ⁽⁶⁾	3.9%
Malcolm Clay Director	40,000 ⁽⁷⁾	0.1%
Robert Leclère Insider of Synatom	Nil ⁽⁸⁾	Nil
Gérard Pauluis Insider of Synatom	50,000 ⁽⁹⁾	0.1%
Société Belge de Combustibles Nucléaires Synatom SA Insider	10,890,000 ⁽¹⁰⁾	19.6%
James Bonner Vice President - Exploration	Nil ⁽¹¹⁾	Nil
Richard Blubaugh Vice President – Health, Safety and Environmental Resources	Nil ⁽¹²⁾	Nil
John Mays Vice President – Engineering	Nil ⁽¹³⁾	Nil

⁽¹⁾ Based on 55,429,022 Shares issued and outstanding as of February 8, 2011. The Company believes that all persons set forth in the table above hold legal title to their respective Shares, however the Company has no knowledge of actual Share ownership.

⁽²⁾ 2,112,000 of these Shares are held by the Wallace M. Mays 2006 Family Trust No. 1. This number does not include stock options held by Wallace Mays to acquire an aggregate of 1,000,000 Shares (600,000 exercisable at \$1.00 per Share until May 11, 2011 and 400,000 exercisable at \$1.50 per Share until June 18, 2013).

⁽³⁾ These Shares are held by the Clement Family Limited Partnership. This number does not include stock options to acquire an aggregate of 1,000,000 Shares (600,000 exercisable at \$1.00 per Share until May 11, 2011 and 400,000 exercisable at \$1.50 per Share until June 18, 2013).

⁽⁴⁾ This number does not include stock options to acquire an aggregate of 1,000,000 Shares (600,000 exercisable at \$1.00 per Share until May 11, 2011 and 400,000 exercisable at \$1.50 per Share until June 18, 2013).

- (5) This number does not include stock options to acquire an aggregate of 150,000 Shares (100,000 exercisable at \$1.00 per Share until May 11, 2011 and 50,000 exercisable at \$1.50 per Share until June 18, 2013).
- (6) This number does not include stock options to acquire an aggregate of 1,000,000 Shares (600,000 exercisable at \$1.00 per Share until May 11, 2011 and 400,000 exercisable at \$1.50 per Share until June 18, 2013).
- (7) This number does not include stock options to acquire an aggregate of 200,000 Shares exercisable at \$1.50 per Share until January 14, 2013.
- (8) Robert Leclère is the CEO of Synatom, which owns 10,890,000 Shares, the Debenture, of which the principal and accrued interest thereon are convertible into up to 22,050,774 Shares at a conversion price of \$0.50 per Share, subject to adjustment, and the Loan Facility, the principal of the second tranche of which is convertible into up to 6,900,000 Shares at an exercise price of \$0.50 per Share, subject to adjustment.
- (9) Gérard Pauluis is the Senior Advisor for Synatom, which owns 10,890,000 Shares, the Debenture, of which the principal and accrued interest thereon are convertible into up to 22,050,774 Shares at a conversion price of \$0.50 per Share, subject to adjustment, and the Loan Facility, the principal of the second tranche of which is convertible into up to 6,900,000 Shares at an exercise price of \$0.50 per Share, subject to adjustment.
- (10) This number does not include the Debenture, of which the principal and accrued interest thereon are convertible into up to 22,050,774 Shares at a conversion price of \$0.50 per Share, subject to adjustment, and the Loan Facility, the principal of the second tranche of which is convertible into up to 6,900,000 Shares at an exercise price of \$0.50 per Share, subject to adjustment. If the entire principal of the Debenture and accrued interest thereon were converted into 22,050,774 Shares and the principal amount of the second tranche of the Loan Facility was converted into 6,900,000 Shares, Synatom would hold 47.2% of the issued and outstanding Shares on a fully diluted basis. The terms of the Debenture and the Loan Facility are further described above under the heading “Approval of Refinancing Transaction with Synatom and Synatom Voting Covenant – Background”.
- (11) This number does not include stock options to acquire an aggregate of 200,000 Shares, exercisable at \$1.50 per Share until August 30, 2012 and stock options to acquire an aggregate of 200,000 Shares, exercisable at \$1.00 per Share until June 6, 2011.
- (12) This number does not include stock options to acquire an aggregate of 200,000 Shares, exercisable at \$1.50 per Share until August 30, 2012 and stock options to acquire an aggregate of 200,000 Shares, exercisable at \$1.30 per Share until July 19, 2011.
- (13) This number does not include stock options to acquire an aggregate of 400,000 Shares, exercisable at \$1.00 per Share until February 7, 2013.

Trading History

The Shares are listed for trading on the TSX under the symbol “PWE”. The following table sets forth the closing price range and trading volumes of the Shares as reported by the TSX for the periods indicated.

Period	High	Low	Total Volume
2011			
February 1 to 10	0.600	0.475	1,921,727
January	0.650	0.290	7,001,538
2010			
December	0.410	0.250	1,890,894
November	0.460	0.320	2,292,115
October	0.380	0.210	2,915,471
September	0.240	0.180	935,064
August	0.260	0.200	598,355

Commitments to Acquire Securities of the Company

Except as disclosed herein, to the Company’s knowledge, there are no agreements, commitments or understandings to acquire securities of the Company by any of the persons referred to in the table above under the heading “Ownership of Securities of the Company” except as disclosed in the footnotes to that table with respect to Shares that may be acquired upon the exercise of outstanding stock options, the conversion of the Debenture or the conversion of the second tranche of the Loan Facility.

Approval of Transaction by Insiders, Affiliates and Associates of the Company

With respect to the persons referred to in the table above under the heading, “Ownership of Securities of the Company”, each of Wallace M. Mays, the Wallace M. Mays 2006 Family Trust No. 1, Richard F. Clement, Jr., the Clement Family Limited Partnership, Douglas Eacrett, Malcolm Clay, Thomas A. Doyle and Greg Burnett (the “**Management Shareholders**”), which collectively own or exercise direction or control over an aggregate of approximately 23.3% of the outstanding Shares (on a non-diluted basis), intend to vote their Shares in favour of the Transaction Resolution. However, the Management Shareholders have been deemed to be interested persons with respect to the Synatom Voting Resolution and, as such, will abstain from voting any of their Shares, which amount to an aggregate of 23.3% of the Company’s issued and outstanding Shares (on a non-diluted basis) as of the date of this Information Circular, at the Meeting in respect of the Synatom Voting Resolution.

Synatom is an “insider” and a “related party” of the Company, and the Transaction is a “**Related Party Transaction**” as that term is defined in Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* (“**MI 61-101**”). Therefore, in accordance with the rules and policies of the TSX and MI 61-101, Synatom and Gérard Pauluis will abstain from voting any of their Shares, which amount to an aggregate of 19.69% of the Company’s issued and outstanding Shares (on a non-diluted basis) as of the date of this Information Circular, at the Meeting in respect of the Transaction Resolution and the Synatom Voting Resolution. Synatom and Mr. Pauluis are entitled to vote on any other business that comes before the Meeting.

Shareholder Approval Required

Pursuant to MI 61-101, when a listed issuer enters into a Related Party Transaction, the approval of a majority of shareholders who are not interested parties with respect to the Related Party Transaction is required where an issuer and a related party of the issuer enter into a transaction that materially amends the terms of an outstanding debt or liability owed to the related party, or the terms of an outstanding credit facility with the related party. As the Refinancing Transaction will result in the termination of the Prior Agreements, under certain of which debt is owed by the Company to Synatom, the Transaction constitutes a Related Party Transaction under MI 61-101.

Further, pursuant to Section 501 of the TSX Company Manual (the “**Manual**”), shareholder approval is required when the value of the consideration to be received by a related party in a related party transaction exceeds 10% of a listed company’s market capitalization and, pursuant to Section 604 of the Manual, shareholder approval is required for transactions that may materially affect control of the issuer and transactions involving the issuance of equity securities to an insider in which the shares issuable amount to more than 10% of a listed company’s market capitalization. If the Company elects to repay the New Note by the issuance of Shares, a maximum of 12,500,000 Shares will be issued to Synatom, assuming a minimum conversion price of \$0.60 per Share. This represents 22.5% of the issued and outstanding Shares (on a non-diluted basis) based on 55,429,022 Shares issued and outstanding on the date of execution of the Refinancing Agreement, and 18.4% of the issued and outstanding Shares (on a partially-diluted basis) based on 67,929,022 Shares issued and outstanding upon full conversion of the New Note. As such, in accordance with the Manual, the Transaction could potentially result in the issuance of an amount of Shares to Synatom that is greater than 10% of the market capitalization of the Company. If the New Note is converted into a maximum of 12,500,000 Shares, Synatom will hold a total of 23,390,000, or 34.4%, of the issued and outstanding Shares based on 67,929,022 Shares issued and outstanding upon conversion of the New Note.

As it is a covenant of the Company under the Refinancing Agreement to seek to obtain Shareholder approval of the Transaction Resolution at the Meeting, the Shareholders are being asked to consider and, if deemed appropriate, approve, the Transaction Resolution attached as Appendix A to this Information Circular. As the Transaction and the Financing are each conditional upon the other, and the Company will only enter into the Termination Agreement in connection with the closing of the Transaction, if the Shareholders do not approve the Transaction Resolution then neither the Transaction or the Financing will occur, the Company will not enter into the Termination Agreement, and the Synatom Voting Covenant will not become effective.

Given that the Synatom Voting Covenant of the Termination Agreement will limit how Synatom may vote its Shares during the Lock-Up Period to voting only in favour of management appointees, Shareholders are also being asked to approve the Synatom Voting Covenant at the Meeting. The Management Shareholders have been deemed to be interested persons with respect to the Synatom Voting Resolution and, as such, will abstain from voting any of their Shares in respect of the Synatom Voting Resolution.

Because Synatom and Gérard Pauluis have an interest in the Transaction Resolution, and they, together with the Management Shareholders, have an interest in the Synatom Voting Resolution, both the Transaction Resolution and the Synatom Voting Resolution must be approved by a majority of Shareholders who are present in person or represented by proxy at the Meeting and who are not interested parties with respect to the Transaction Resolution or the Synatom Voting Resolution, as applicable. For example, assuming all of the Shareholders holding the 44,489,022 Shares eligible for voting on the Transaction Resolution at the Meeting (after exclusion of the 10,890,000 Shares held by Synatom and 50,000 Shares held by Gérard Pauluis) are present in person or represented by proxy at the Meeting, the Transaction Resolution must be approved by a majority of such Shareholders.

As required by the rules and policies of the TSX and MI 61-101, Synatom and Gérard Pauluis will not be voting any of their aggregate 10,940,000 Shares, which amount to 19.69% of the Company's issued and outstanding Shares (on a non-diluted basis) as of the date of this Information Circular, with respect to the Transaction Resolution or the Synatom Voting Resolution at the Meeting. The Management Shareholders will not be voting any of their aggregate 12,921,400 Shares, which amount to 23.3% of the Company's issued and outstanding Shares (on a non-diluted basis) as of the date of this Information Circular, with respect to the Synatom Voting Resolution.

Benefits from the Transaction

With the exception of Gérard Pauluis and Robert Leclère who are insiders of Synatom, none of the persons referred to in the table above under the heading "Ownership of Securities of the Company" will derive any direct or indirect benefits by approving or rejecting the entering into of the Transaction or the Financing except those that may arise from their ownership of Shares where such persons will receive no extra or special benefit or advantage not shared by all Shareholders.

Material Changes in the Affairs of the Company

There are no plans or proposals for material changes in the affairs of the Company that are not disclosed in this Information Circular. The purpose of the Financing is to obtain funds for working capital and to advance the Company's Dewey-Burdock and Centennial projects.

Arrangements between the Company and the Shareholders

There are no agreements, commitments or understandings between the Company and any Shareholders relating to the entering into of the Transaction or the Financing, except as disclosed above under the heading "Approval of Transaction by Insiders, Affiliates and Associates of the Company".

Previous Purchases and Sales

The Company has not purchased any securities in the twelve months preceding the date of this Information Circular. The Company has not sold any securities in the twelve months preceding the date of this Information Circular, excluding securities sold pursuant to the exercise of employee stock options, warrants and conversion rights. The Company does not expect to pay any dividends in the near future.

Financial Statements

The Company's audited financial statements for its nine-month period ended December 31, 2009 and unaudited nine-month period ended September 30, 2010 are available on SEDAR at www.sedar.com. Shareholders may also request a copy of the financial statements for the period ending September 30, 2010, at no charge, by contacting Thomas A. Doyle, Chief Financial Officer and Vice President – Finance, at Suite 3023 – 595 Burrard Street, PO Box 49212, Vancouver, British Columbia V7X 1K8, Telephone: 604.685.9181, Facsimile: 604.685.9182.

Prior Valuation

The Company previously retained Stephen W. Semeniuk, CFA, to provide a formal valuation dated December 31, 2008 (the “**First Prior Valuation**”) in connection with the issuance by the Company of the Debenture to Synatom in February, 2009, and to provide a formal valuation dated August 21, 2009 (the “**Second Prior Valuation**”) and, together with the First Prior Valuation, the “**Prior Valuations**”), in connection with the Company and Synatom entering into the Loan Facility. The Board determined that Mr. Semeniuk was qualified to prepare each of the Prior Valuations in compliance with the requirements of MI 61-101.

Mr. Semeniuk's considered opinion in the First Prior Valuation was that, as of December 31, 2008: (a) the fair market value of the Shares was between \$0.32 and \$0.42 per Share; (b) the fair market value of the Debenture, when issued, would be equal to its face value of \$9,000,000; and (c) the issuance of the Debenture was fair, from a financial point of view, to the Company, the Shareholders as a whole and to minority Shareholders. This opinion was supported by direct comparison to debt financings that had recently been undertaken by other mineral exploration and development companies. Mr. Semeniuk estimated that the terms of the Debenture conferred a net benefit to the Shareholders of \$0.073 to \$0.083, relative to terms that may have been imposed by arm's length investors.

Mr. Semeniuk's considered opinion in the Second Prior Valuation was that, as of August 21, 2009: (a) the trading range of the Shares in July 2009, from \$0.49 per Share down to \$0.39 per Share, reflected the fair market value of the Shares; and (b) the terms of the Loan Facility were fair, from a financial point of view, to the Company and the Shareholders as a whole and to minority Shareholders. This opinion was supported by direct comparison of the terms of the Loan Facility to recent convertible debt financings that had been undertaken by other mineral exploration and development companies and a biotechnical research company. Mr. Semeniuk estimated that the terms of the Loan Facility conferred an initial net benefit to Shareholders of approximately \$3.36 million, or \$0.06 per Share, relative to higher interest rates that may have been imposed by arm's length lenders, and that the Shareholders would also benefit from the reduction in dilution implicit in the conversion price of the convertible second tranche of the Loan Facility, relative to the allowable pricing of a new equity financing in the amount of \$3.45 million (being the principal amount of the second tranche).

A copy of the First Prior Valuation was filed on SEDAR on January 13, 2009 and a copy of the Second Prior Valuation was filed on SEDAR on August 31, 2009. Both Prior Valuations are available under the Company's profile at www.sedar.com. Copies of the Prior Valuations may also be inspected at the Company's registered and records office at 800 – 885 West Georgia Street, Vancouver, British Columbia, or will be mailed without charge to any Shareholder upon request to Thomas A. Doyle at Suite 3023, Bentall Three, 595 Burrard Street, PO Box 49212, Vancouver, BC, Canada V7X 1K8.

Valuation

Pursuant to MI 61-101, when an issuer enters into a “related party transaction” as such term is defined in MI 61-101 (which includes a transaction with a person that has beneficial ownership of, or control or direction over, directly or indirectly, securities of an issuer carrying more than 10% of the voting rights attached to all the issuer's outstanding voting securities) (a “**Related Party Transaction**”), where the terms of an outstanding debt or liability owed to a related party are materially amended or such a debt or liability is released, such as the

Transaction, a formal valuation of the Related Party Transaction must be obtained. The summary of the formal valuation must contain sufficient detail to allow Shareholders to understand the principal judgements and principals underlying the reasoning of the valuator, so as to enable Shareholders to form a reasoned judgement of the valuation opinion or conclusions. In addition, the summary must include the valuation date, a summary of any distinctive material benefit that might accrue to an interested party as a consequence of the Transaction, any differences from a prior valuation and the reason for the differences, an address where a copy of the valuation is available for inspection and a statement that a copy of the valuation will be sent to any Shareholder upon request without charge.

In compliance with MI 61-101, the Board retained Stephen W. Semeniuk, CFA, to provide a formal valuation (the “**Valuation**”) of the Transaction. The Company has agreed to pay Mr. Semeniuk a fee of approximately \$7,500 for his services provided in connection with the preparation of the Valuation. No portion of the compensation paid to Mr. Semeniuk in connection with his engagement was contingent, in whole or in part, on approval of the Transaction or on the conclusions reached by Mr. Semeniuk in the Valuation.

Credentials of Valuator

Mr. Semeniuk is a Chartered Financial Analyst charterholder and holds an MBA degree in finance from Michigan State University. Mr. Semeniuk is experienced in the valuation of listed and unlisted companies and their assets, having held Director of Research and Vice-President, Research positions with several Canadian based investment dealers. Mr. Semeniuk is also a past director of the Canadian Council of Financial Analysts and since 1991 has been providing financial research and consulting services to members of the legal profession, investment dealers and industry. The Board determined that Mr. Semeniuk is qualified to prepare the Valuation in compliance with the requirements of MI 61-101.

Independence of Valuator

Neither Mr. Semeniuk nor any of his associates is an insider, associate or affiliated entity (as those or similar terms are used in MI 61-101) of the Company or Synatom or any related party (as defined in MI 61-101) thereof. Neither Mr. Semeniuk nor any of his associates is an adviser to either the Company or Synatom in respect of the Transaction. Neither Mr. Semeniuk nor any of his associates is the independent auditor or is an affiliated entity of the independent auditor of the Company or Synatom. Neither Mr. Semeniuk nor any of his associates has a material financial interest in the Transaction. Apart from the provision of the Prior Valuations to the Company, prior to the completion of the Valuation there was no past or present relationship between Mr. Semeniuk and either the Company or Synatom, nor is any future relationship anticipated that could be relevant to a perception of lack of independence.

Mr. Semeniuk advises that in the ordinary course of his business he does not have or hold positions in the securities of the Company or Synatom. As the holder of a chartered financial analyst designation, Mr. Semeniuk conducts research on securities, companies and industries and may in the future, in the course of providing financial advisory services to a broad spectrum of corporate clients, perform financial and research activities for companies referred to in the preparation of the Valuation.

Having reviewed all such circumstances, the Board has determined that Mr. Semeniuk is qualified and independent within the meaning of MI 61-101 in connection with the preparation of the Valuation.

Mr. Semeniuk delivered a written report, dated effective February 11, 2011, containing the Valuation that concluded that the Transaction is fair to the Shareholders as a whole, including the disinterested Shareholders. The Board has carefully reviewed the Valuation as well as other relevant materials and has concluded that the Transaction is fair to the Shareholders and is in the best interests of the Company and the Shareholders.

Scope of Review

During the period from January 21, 2011 to February 11, 2011, Mr. Semeniuk carried out the work necessary to complete the Valuation. During that period, Mr. Semeniuk reviewed information provided by the Company and undertook various research procedures, including, but not limited to, conducting discussions with independent sources knowledgeable of the operations of bond market. In rendering the Valuation, Mr. Semeniuk relied, without independent verification, on financial and other information that was provided by the management of the Company and its legal advisor or otherwise obtained from public sources (including the Company's regulatory filings on SEDAR). Other information, including stock trading data pertaining to the Company and the market comparables that Mr. Semeniuk used in rendering the Valuation, were accessed through market data providers, either through services subscribed to by Mr. Semeniuk or from other sources accessible on the Internet. Finally, Mr. Semeniuk had access to all information requested from the Company and no suggestions were requested of or offered by the Company as to the approach or methodology used in the preparation of the Valuation.

Copy of Valuation

Mr. Semeniuk submitted a Valuation to the Company dated effective February 11, 2011. A copy of the full Valuation may be obtained, upon request, free of charge from the Company at Suite 3023, Bentall Three, 595 Burrard Street, PO Box 49212, Vancouver, BC, Canada V7X 1K8 (Telephone: 604.685.9181). The Valuation may also be viewed on SEDAR at www.sedar.com or at the Company's head office at Suite 3023, 595 Burrard Street, Vancouver, British Columbia. The Valuation should be read in its entirety.

Approach and Methodology Used in Valuation

The Valuation was prepared based upon techniques and assumptions that Mr. Semeniuk considered appropriate in the circumstances for the purposes of arriving at an opinion as to the fair value of the Transaction.

Mr. Semeniuk noted that normally, the definition of value that should apply for the purposes of a valuation report or fairness opinion is 'fair market value'. By definition, this concept of value is the highest price obtainable, expressed in terms of money, in an open and unrestricted market between knowledgeable, prudent and willing parties, dealing at arm's length, who are fully informed and not under compulsion to transact.

However, because Synatom is a related party to the Company by virtue of holding 19.6% of the Shares, the issue of the fairness of the terms of the Transaction must be compared to current arm's length costs of obtaining comparable levels of debt from arms' length parties that are potentially available to other junior mineral exploration and development companies within the context of current market conditions.

Valuation Summary

Mr. Semeniuk discussed how the Company's prior financing agreements with Synatom were brought about by the global financial crisis and the rush to liquidity that made it virtually impossible for junior mining companies, such as the Company, to raise new equity capital to sustain exploration and development activities. As a major Shareholder, Synatom became the unintended lender of last resort simply because the Company had no alternate sources of financing. The support of Synatom benefited the Shareholders as the Debenture and the Loan Facility were at rates and conditions well below loan rates and agreements observed by Mr. Semeniuk to have been imposed on other junior borrowers at the relevant times.

Mr. Semeniuk also discussed how the financing environment for junior mining exploration and development companies has dramatically changed throughout the course of 2010, with the prices of many commodities recovering and reaching pre-2008 highs. This has improved the prospects of many commodity producers, including mining companies, facilitating the capital raising efforts of many such companies, with the Company being among such beneficiaries. Financing opportunities have arisen for companies that were unavailable just months ago. Mr. Semeniuk discussed how the change in the environment for raising new equity capital has

prompted the Company and Synatom to enter into the Refinancing Agreement, which will remove the potential dilution represented by the Debenture and the second tranche of the Loan Facility that could together have been converted into up to 28,950,774 Shares. This would have increased Synatom's ownership of outstanding Shares to 50.7% when combined with the 10.89 million Shares that Synatom currently holds. This situation might not be palatable to potential investors as it could detract from the investment potential of an additional equity financing from which Synatom would be the major beneficiary.

Mr Semeniuk pointed out that the Company is not yet a producer of uranium. It has no operating revenues so the major influence on the Company's stock price is the price of its underlying commodity. The downward price trend in uranium had an adverse impact on the price of Shares, which dropped to a 52 week low of \$0.145 in July of 2010. Since then, the price of the Shares has more than quadrupled. A dominant factor in this increase is that the price of uranium has risen from US\$40 per pound to US\$73 per pound in recent months, which has been augmented by the Company's release of a National Instrument 43-101 compliant preliminary economic assessment ("PEA") on the Dewey-Burdock project in July, 2010 (as updated in February, 2011) and a PEA on the Company's Centennial project that was released in August, 2010 (as updated in February, 2011).

Mr. Semeniuk takes the position that the market is currently receptive to new equity financings. With the spot price of uranium having risen from US\$40 per pound to the current level of US\$73 per pound, the trading prices of the Shares have risen from lows of \$0.145 per Share at mid-year 2010 to the current level, at the time of writing of the Valuation, of \$0.58 per Share. Now, with the renewed focus of investors on commodity markets and commodity producers, the Company has the opportunity to approach the public market to raise new equity capital. The Refinancing Agreement will improve the Company's appeal in the market place by removing the potential dilution to the Company represented by the Debenture and the Loan Facility and causing the forgiveness of a portion of the outstanding debt owed to Synatom.

If the Financing is successful, Mr. Semeniuk concluded that the Refinancing Agreement is clearly beneficial to the Company and minority Shareholders, as approximately a \$6.0 million benefit will be conferred through the early repayment of debt to Synatom and the forgiveness of a portion of the outstanding debt and interest. An additional benefit, equal to the interest the New Note would likely bear if negotiated between arm's length parties, will be conferred through the Company's proposed issuance to Synatom of the New Note because the New Note will be unsecured and non-interest bearing. Mr. Semeniuk assumed that an appropriate market interest rate that would be faced by the Company for a comparable note from an arm's length party would be in the range of 8% to 15%. He reviewed recent Canadian note issues by large Canadian public companies with active and extensive operations where the interest rates ranged from 7.25% to 9%. He pointed out that, since the Company has no operations, an interest rate of 12% for debt issued by the Company would not be unrealistic. Assuming a market rate debt cost of 12% annually, the New Note will provide a further benefit over the two year term of the New Note of approximately \$1.5 million. The application of the fair market debt cost on the terminal value of the two year term of the New Note will reduce the fair market value of the New Note to approximately \$6.0 million, demonstrating that the benefit of the debt forgiveness by Synatom, valued at \$6.0 million, combined with the benefit of the New Note, will amount to at least \$7.5 million.

Conclusion

Mr. Semeniuk's considered opinion in the Valuation is that, as of February 11, 2011: (a) the Refinancing Agreement and the related transactions, including the entry into the Termination Agreement and the issuance of the New Note; and (b) the extinguishment of approximately \$26 million in debt owed to Synatom, are fair, from a financial point of view, to the Company and the Shareholders as a whole and to minority Shareholders. Mr. Semeniuk opined that the Refinancing Agreement confers a benefit of approximately \$7.5 million to non-controlling Shareholders through the early repayment of debt and the fact that the New Note will be unsecured and non-interest bearing. On a per Share basis, the amount of the benefit to the Shareholders will amount to approximately \$0.135 per Share based on the Company's existing capitalization prior to providing for the Financing.

Expenses of Transaction

The Company expects to incur expenses of approximately \$1.5 million in connection with the Transaction and the Financing.

Information on Société Belge de Combustibles Nucléaires Synatom SA

Synatom has provided the Company with the following information:

Synatom is a subsidiary of Electrabel, a leading European energy company which has become the largest power company in the Benelux market with a generating capacity of more than 30,000 megawatts. Electrabel is 100% owned by GDF SUEZ, an international industrial and services group. Synatom manages the fuel cycle for the Belgian nuclear power plants, including:

- the fuel cycle front-end management, i.e., the supply of enriched uranium to seven nuclear power units with an annual production of around 45 TWh; and
- the fuel cycle back-end management, i.e., the management of all activities in connection with spent nuclear fuel.

In addition, Synatom manages the reserves for the costs related to spent fuel and the future dismantling of nuclear power plants. Synatom's 2010 turnover from normal business operations was 280.781 million Euros.

Recommendation of the Company's Board of Directors

Management and the Board believe that the best interests of the Company and the Shareholders will be served by approving the Transaction, and recommend that the Shareholders vote in favour of the Transaction Resolution and the Synatom Voting Resolution for the following reasons:

- as the Transaction will result in the release of all security over the Company's assets held by Synatom (other than the guarantee of the New Loan by Powertech USA), a material reduction in debt owing by the Company to Synatom and the termination of Synatom's right of first refusal and anti-dilution rights under the Shareholders Agreement and the Prior Agreements, the Transaction is expected to make the Company more attractive to institutional and retail investors, which will make it easier for the Company to access the capital it needs to move its Dewey-Burdock and Centennial projects towards permitting and production;
- the Transaction is expected to enable the Company to maintain its relationship with Synatom as a significant strategic investor, while also giving the Company the ability to independently determine and pursue courses of action for the Company's business. The termination of the majority of the Negative Covenants contained in the Prior Agreements will provide the Board with the flexibility to pursue various corporate actions, including alterations to the Company's capital structure, amendments to its constating documents, acquisitions and dispositions and capital expenditures, and Synatom will no longer have the contractual right to appoint directors to the Board or to the board of directors of Powertech USA;
- if the Synatom Voting Resolution is approved, Synatom will be obligated to vote its Shares in support of management nominees to the Board for the duration of the Lock-Up Period;
- as only \$12,500,000 of the gross proceeds of the Financing need to be paid to Synatom immediately upon the closing of the Transaction, the remaining proceeds of the Financing will provide the Company with capital necessary to pursue its business operations;

- the repayment terms of the New Note are significantly more favourable to the Company as the New Note will be unsecured and non-interest bearing and, if a balance is still outstanding under the New Note after eighteen (18) months, the Company will have the option, in its sole discretion, to have the outstanding balance converted into Shares, as opposed to the conversion provisions under the Debenture and the Loan Facility which only allow a conversion at Synatom's sole option; and
- the terms of the Refinancing Agreement extend the deadline for the repayment of a portion of the debt owing to Synatom, which is expected to reduce financial pressure on the Company.

The Board has unanimously approved the Transaction and recommends that the disinterested Shareholders approve, by way of ordinary resolution, the Transaction Resolution, in substantially the form set forth in Appendix A to this Information Circular and the Synatom Voting Resolution, in substantially the form set forth in Appendix B to this Information Circular.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except as otherwise disclosed herein, the management of the Company is not aware of any material interest, direct or indirect, by way of beneficial ownership of Shares or other securities of the Company or otherwise, of any person who has been a director or executive officer of the Company at any time since the beginning of the Company's last financial year or any associates or affiliates of any such directors or officers, in any matter to be acted upon at the Meeting, including the proposed Transaction with Synatom pursuant to the terms of the Refinancing Agreement and the proposed Financing.

Synatom is a subsidiary of Electrabel, a leading European energy company. Electrabel is 100% owned by GDF SUEZ, an international industrial and services group. Synatom manages the fuel cycle for Belgian nuclear power plants and manages the reserves for the costs related to spent fuel and the future dismantling of nuclear power plants.

As of the date of this Information Circular, Synatom holds 10,890,000, or 19.6%, of the Company's issued and outstanding Shares, as well as the Debenture, the principal and accrued interest thereon of which are convertible into up to 22,050,774 Shares at a conversion price of \$0.50 per Share, subject to adjustment, and the Loan Facility, the second tranche of which, having a principal amount of \$3,450,000, is convertible into Shares at a conversion price of \$0.50 per Share, subject to adjustment.

Robert Leclère and Gérard Pauluis are directors and/or officers of Synatom. They were also directors of the Company from July 15, 2008 until October 25, 2010 and, as such, were directors of the Company as of the beginning of the Company's last fiscal year.

Given that the Synatom Voting Covenant will limit how Synatom may vote its Shares during the Lock-Up Period to voting only in favour of management appointees, the Management Shareholders have been deemed to be interested persons with respect to the Synatom Voting Resolution. As of the date of this Information Circular, the Management Shareholders collectively hold 12,921,400 Shares, or 23.3%, of the Company's issued and outstanding Shares (on a non-diluted basis).

For details of the Transaction, the Financing and the Synatom Voting Covenant, please see the section entitled, "Approval of Refinancing Transaction with Synatom and Synatom Voting Covenant".

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorized to issue an unlimited number of Shares without par value and an unlimited number of Class B preference shares without par value that are issuable in a series. As of the Record Date, determined by the Board to be the close of business on February 8, 2011, a total of 55,429,022 Shares were issued and

outstanding and no Class B preference shares were issued and outstanding. Each Share carries the right to one vote at the Meeting.

Only registered Shareholders as of the Record Date are entitled to receive notice of, and to attend and vote at, the Meeting or any adjournment or postponement of the Meeting.

To the knowledge of the Company's directors and executive officers, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Shares carrying more than 10% of the voting rights attached to the outstanding Shares of the Company, other than as set forth below:

Name of Shareholder	Number of Shares Owned	Percentage of Outstanding Shares ⁽¹⁾
CDS & CO (NCI) ⁽²⁾	36,040,377	65.0%
Société Belge de Combustibles Nucléaires Synatom SA	10,890,000	19.6% ⁽³⁾

⁽¹⁾ Based on 55,429,022 Shares issued and outstanding as of the Record Date.

⁽²⁾ Management of the Company is unaware of the beneficial Shareholders of the Shares registered in the name of CDS & CO (NCI).

⁽³⁾ Does not include the Debenture, of which the principal and accrued interest thereon are convertible into up to 22,050,774 Shares at a conversion price of \$0.50 per Share, subject to adjustment, and the second tranche of the Loan Facility in the principal amount of \$3,450,000 which is convertible into Shares at a conversion price of \$0.50 per Share, subject to adjustment. In the event the Transaction is completed, the Debenture and the Loan Facility will be settled with the result that, inter alia, no Shares would be issuable under the terms of the Debenture of Loan Facility.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The Company has one security based compensation arrangement which is its Stock Option Plan (the "Option Plan"). As at December 31, 2010, the following securities had been authorized for issuance under the Option Plan:

EQUITY COMPENSATION PLAN INFORMATION			
Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	7,500,000	\$1.38 per Share	2,385,804
Equity compensation plans not approved by security holders	N/A	N/A	N/A
Total	7,500,000	\$1.38 per Share	2,385,804

Subject to the provisions of the Option Plan, the Board, in its sole discretion, determines all stock options to be granted pursuant to the Option Plan, the exercise price therefore and any special terms or vesting provisions applicable thereto. The following is a summary of some of the material provisions of the Option Plan:

- (a) Stock options may be granted from time to time to directors, officers, employees and consultants of the Company or a subsidiary of the Company, in such numbers as are determined by the Board at the time of the granting of the stock options.
- (b) The number of Shares reserved for issuance to insiders and employees pursuant to the Option Plan together with all of the Shares reserved with respect to the Company's other previously established stock option plans or grants that may be in place from time to time, may not at any time exceed 9,885,804 Shares. As of September 30, 2010, there were stock options outstanding under the Option

Plan to purchase an aggregate of 7,500,000 Shares (which is equal to approximately 13.5% of the number of Shares which are currently issued and outstanding), and there are stock options currently available for future grants under the Option Plan to purchase an aggregate of 2,385,804 Shares (which is equal to approximately 4.3% of the number of Shares which are currently issued and outstanding).

- (c) Stock options granted to insiders of the Company, together with any other options or Shares issued under any other security based compensation arrangements, as a total in any twelve-month period, shall not exceed 10% of the issued and outstanding Shares in that period. Stock options granted to insiders of the Company, together with any other options or Shares issuable under any other security based compensation arrangements, as a total, shall not exceed 10% of the issued and outstanding Shares at any time. Stock options granted to any one person, as a total in any twelve-month period, shall not exceed 5% of the issued and outstanding Shares at any time. Stock options granted to any one consultant to the Company, as a total in any twelve-month period, shall not exceed 2% of the issued and outstanding Shares. Stock options granted to all employees, consultants and their associates engaged in investor relations activities for the Company in aggregate in any twelve-month period, shall not exceed 2% of the issued and outstanding Shares and shall vest over a period of time which shall not be less than twelve months with each stage not being less than three months and with no more than one quarter of the granted options vesting in any three month period.
- (d) The exercise price of each stock option shall be determined in the discretion of the Board at the time of the granting of the stock option, provided that the exercise price shall not be lower than the market price.
- (e) All stock options shall vest as determined in the discretion of the Board.
- (f) All stock options shall be for a term determined in the discretion of the Board at the time of the granting of the stock options, provided that no stock option shall have a term exceeding five years.
- (g) The Option Plan also provides that, in the event an option holder's employment with or engagement by the Company or any of its subsidiaries ceases or is terminated for any reason other than death, the stock option shall terminate on a date determined at the time of the grant, but in no event later than ninety days following the date of termination, or thirty days, if the holder was engaged in investor relations activities. In the event of an option holder's death, the holder's heirs, executors or other legal representatives may exercise the stock options for a period of one year following the date of death.
- (h) Except in limited circumstances in the case of the death of an optionee, stock options shall not be assignable or transferable.
- (i) Disinterested shareholder approval is required prior to any reduction in the exercise price of a stock option or any extension of the term of a stock option if the optionee holding such stock option is an insider of the Company.
- (j) The Company may amend from time to time or terminate the terms and conditions of the Option Plan by resolution of the Board. Any amendments shall be subject to the prior consent of all applicable regulatory bodies, including the TSX. Amendments and termination shall take effect only with respect to stock options granted thereafter, provided that they may apply to any stock options previously granted with the mutual consent of the Company and the optionees holding such stock options.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed herein, no: (a) director or executive officer of the Company; (b) person or company who beneficially owns, directly or indirectly, Shares or who exercises control or direction over Shares, or a combination of both, carrying more than ten percent of the voting rights attached to the Shares outstanding (an "Insider"); (c) director or executive officer of an Insider; or (d) associate or affiliate of any of the directors,

executive officers or Insiders, has had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company, except with an interest arising from the ownership of Shares where such person or company will receive no extra or special benefit or advantage not shared on a pro rata basis by all holders of the same class of Shares.

The Company has entered into the following agreements with Synatom since the commencement of the Company's most recently completed financial year:

- (i) a promissory note dated March 29, 2010 issued by the Company to Synatom to evidence the draw down of the third tranche of the Loan Facility;
- (ii) a promissory note dated June 30, 2010 issued by the Company to Synatom to evidence the draw down of the fourth tranche of the Loan Facility; and
- (iii) the Refinancing Agreement dated February 4, 2011.

Two of the Company's former directors, Robert Leclère and Gérard Pauluis, are also directors and/or officers of Synatom. For further details with respect to these agreements, please see the section entitled "Approval of Refinancing Transaction with Synatom and Synatom Voting Covenant".

AUDITOR

The Company's auditor for the fiscal year ending December 31, 2010 is BDO Canada LLP. BDO Canada LLP, Chartered Accountants, was first appointed as auditor of the Company on March 31, 1994.

MANAGEMENT CONTRACTS

There are no management functions of the Company which are, to any substantial degree, performed other than by the directors or executive officers of the Company.

OTHER MATTERS

Management is not aware of any matters to come before the Meeting other than those set forth in the Notice. If any other matter properly comes before the Meeting, it is the intention of the Designated Persons to vote the Shares represented by proxy in accordance with their best judgment on such matter.

ADDITIONAL INFORMATION

Additional information about the Company can be obtained free of charge through the SEDAR website at www.sedar.com. Shareholders may also contact Thomas A. Doyle, Chief Financial Officer and Vice President – Finance, at Suite 3023 – 595 Burrard Street, Vancouver, British Columbia, V7X 1K8, Telephone: 604.685.9181, Facsimile: 604.685.9182, to request copies of the Company's financial statements and the related Management's Discussion and Analysis (the "MD&A"). Financial information is provided in the Company's comparative financial statements and MD&A for its audited nine-month period ended December 31, 2009 and in its comparative financial statements and MD&A for the unaudited nine-month period ended September 30, 2010 and its comparative financial statements and MD&A.

In order for you to receive timely delivery of any documents requested in advance of the Meeting, the Company should receive your request no later than February 28, 2011. The Company has not authorized anyone to give any information or make any representation that is different from, or in addition to, that contained in this Information Circular. Therefore, if anyone does give you information of this sort, you should not rely on it. If you are in a jurisdiction where the solicitation of proxies is unlawful, or if you are a person to whom it is unlawful to direct these types of activities, then the solicitation presented in this

Information Circular does not extend to you. The information contained in this Information Circular is accurate only as of the date of this Information Circular unless the information specifically indicates that another date applies.

APPROVAL OF THE BOARD OF DIRECTORS

The contents of this Information Circular have been approved and the delivery of it to each Shareholder entitled thereto and to the appropriate regulatory agencies has been authorized by the Board.

The foregoing contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

Dated at Vancouver, British Columbia, the 11th day of February, 2011.

ON BEHALF OF THE BOARD OF DIRECTORS OF

POWERTECH URANIUM CORP.

/s/ Richard F. Clement, Jr.

Richard F. Clement, Jr.

President and Chief Executive Officer

APPENDIX A

FORM OF TRANSACTION RESOLUTION

“BE IT RESOLVED as an ordinary resolution of disinterested shareholders (the “**Shareholders**”) of Powertech Uranium Corp. (the “**Company**”) that:

1. the Company be and is hereby authorized to close the transactions contemplated pursuant to the terms of a Refinancing Agreement dated February 4, 2011 (the “**Refinancing Agreement**”) among the Company, Powertech (USA), Inc. (“**Powertech USA**”), Indian Springs Land and Cattle Co., LLC (“**Indian Springs**”) and Société Belge de Combustibles Nucléaires Synatom SA (“**Synatom**”), as described in the Company’s Information Circular dated February 11, 2011 (the “**Information Circular**”), including, without limitation: (i) the termination of the Prior Agreements (as defined in the Information Circular) pursuant to the terms of a Termination, Voting and Lock-Up Agreement to be entered into by the Company, Powertech USA, Indian Springs and Synatom; (ii) the payment to Synatom of the amount of \$12,500,000; (iii) the issuance of a \$7,500,000 unsecured, non-interest bearing promissory note (the “**Note**”) to Synatom, which, if not repaid after eighteen (18) months from the date of issue, may be repaid, at the Company’s sole option, by the issuance to Synatom of a maximum of 12,500,000 common shares of the Company in accordance with the terms of the Note; and (iv) the termination of a Shareholders Agreement dated June 2, 2008 entered into by the Company, Synatom, Wallace Mays, the Wallace Mays 2006 Family Trust No. 1, Richard F. Clement Jr., the Clement Family Limited Partnership, Thomas A. Doyle and Greg Burnett (collectively, the “**Transaction**”);
2. all actions of the directors and officers of the Company in approving and executing the Refinancing Agreement and the documents and the transactions contemplated therein, and any amendments, modifications or supplements thereto necessary to give effect to the Transaction, are each ratified and approved;
3. notwithstanding the approval of this resolution by the Shareholders, the board of directors of the Company, in its sole discretion, is hereby authorized and empowered, without further notice to, or approval of, the Shareholders, to determine not to proceed with the Transaction; and
4. any one director or officer of the Company be and is hereby authorized and empowered, acting for, in the name of and on behalf of Company, to execute and to deliver or cause to be delivered, all instruments and documents and to do, or cause to be done, all acts and things as, in the opinion of such director or officer, may be necessary or desirable in order to fulfill the intent of the foregoing resolution.”

APPENDIX B

FORM OF VOTING RESOLUTION

“BE IT RESOLVED as an ordinary resolution of disinterested shareholders of Powertech Uranium Corp. (the “**Company**”) that:

1. in accordance with Section 4.1 of a Termination, Voting and Lock-up Agreement (the “**Termination Agreement**”) to be entered into among the Company, Powertech (USA), Inc. and Société Belge de Combustibles Nucléaires Synatom SA (“**Synatom**”) in connection with the closing of the refinancing transaction (the “**Transaction**”) as described in the Company’s Information Circular dated February 11, 2011 (the “**Information Circular**”), Synatom be and is hereby authorized to vote, or cause to be voted, all of the common shares of the Company beneficially owned by Synatom in favour of management of the Company’s proposed slate of directors at any meeting of the shareholders of the Company held for a maximum of eighteen (18) months from the closing of the Transaction pursuant to the terms of the Termination Agreement; and
2. any one director or officer of the Company be and is hereby authorized and empowered, acting for, in the name of and on behalf of Company, to execute and to deliver or cause to be delivered, all instruments and documents and to do, or cause to be done, all acts and things as, in the opinion of such director or officer, may be necessary or desirable in order to fulfill the intent of the foregoing resolution.”

APPENDIX C

REFINANCING AGREEMENT

POWERTECH URANIUM CORP.

and

POWERTECH (USA), INC.

and

INDIAN SPRINGS LAND AND CATTLE CO., LLC

and

SOCIÉTÉ BELGE DE COMBUSTIBLES NUCLÉAIRES SYNATOM SA

REFINANCING AGREEMENT

FEBRUARY 4, 2011

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REFINANCING AGREEMENT

Refinancing Agreement dated February 4, 2011 among Powertech Uranium Corp. (the "**Corporation**"), Powertech (USA), Inc. ("**Powertech USA**"), Indian Springs Land and Cattle Co., LLC ("**Indian Springs**"), and Société Belge de Combustibles Nucléaires Synatom SA ("**Synatom**").

WHEREAS among other agreements, the Corporation, Powertech USA and Synatom entered into a private placement agreement dated June 2, 2008 (the "**First Private Placement Agreement**") for, *inter alia*, the subscription, purchase and sale of 6,000,000 Shares (as defined below) for gross proceeds of \$9,000,000 in accordance with the terms and conditions of the First Private Placement Agreement;

AND WHEREAS Synatom, Wallace M. Mays, the Wallace M. Mays 2006 Family Trust No. 1, Richard F. Clement, Jr., the Clement Family Limited Partnership, Thomas A. Doyle and Greg Burnett entered into a shareholders' agreement dated as of June 2, 2008 (the "**Shareholders' Agreement**");

AND WHEREAS among other agreements, the Corporation, Powertech USA and Synatom subsequently entered into a private placement agreement dated December 19, 2008 (the "**Second Private Placement Agreement**") for the issuance and sale by the Corporation of a secured convertible debenture in the principal amount of \$9,000,000 to Synatom in accordance with the terms and conditions of the Second Private Placement Agreement;

AND WHEREAS, pursuant to the Second Private Placement Agreement, the Corporation issued a secured convertible debenture in the principal amount of \$9,000,000 dated February 11, 2009 (the "**Debenture**") to Synatom;

AND WHEREAS the Corporation, Powertech USA and Synatom entered into a loan facility placement agreement dated August 4, 2009 (the "**Loan Facility Placement Agreement**") for the provision by Synatom of a loan facility to the Corporation in the aggregate principal amount of \$13,800,000 in accordance with the terms and conditions of the Loan Facility Placement Agreement;

AND WHEREAS, pursuant to the Loan Facility Placement Agreement, the Corporation and Synatom entered into a loan facility dated October 14, 2009 (the "**Loan Facility**") pursuant to which Synatom made available to the Corporation up to \$13,800,000 divided into four equal tranches of \$3,450,000;

AND WHEREAS, pursuant to the Loan Facility, the Corporation issued four promissory notes to Synatom, each in the amount of \$3,450,000, on each of October 14, 2009, December 1, 2009, March 29, 2010 and June 30, 2010 respectively (such promissory note dated October 14, 2009 being referred to as the "**First Tranche Prior**

Note", whereas all such promissory notes are collectively referred to as the "**Prior Notes**" and the Prior Notes are together with the First Private Placement Agreement, the Second Private Placement Agreement, the Debenture, the Loan Facility Placement Agreement and the Loan Facility collectively referred to as the "**Prior Agreements**";

AND WHEREAS the Corporation proposes to complete an equity financing of not less than \$17,500,000 by way of a preliminary short form prospectus and a (final) short form prospectus for the distribution of securities of the Corporation to the public in certain provinces of Canada (the "**Offering**") in accordance with Applicable Securities Laws (as defined below);

AND WHEREAS subject to the completion of the Pre-Closing Conditions (as defined below), at Closing (as defined below): (i) the Parties intend to terminate the Prior Agreements upon entering into the Termination, Voting and Lock-up Agreement (as defined below) in the form attached hereto as Schedule 2.1(2)(a); (ii) the Corporation intends to pay to or to the order of Synatom, the amount of \$12,500,000; (iii) the Corporation intends to issue a \$7,500,000 unsecured non-interest bearing promissory note to Synatom, in the form attached hereto as Schedule 2.1(2)(c) (the "**New Note**"); and (iv) Powertech USA (as defined below) intends to execute and deliver in favour of Synatom an unsecured guarantee of the Corporation's obligations under the New Note, in the form attached hereto as Schedule 2.1(2)(d) (the "**Unsecured Guaranty Agreement**"), in each case in accordance with the terms and conditions of this Agreement (collectively, the "**Refinancing**");

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms. Schedule 1.1

Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in Schedule 1.1, unless there is something in the subject matter or context inconsistent therewith.

Section 1.2 Headings, etc.

The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect its interpretation.

Section 1.3 Gender and Number.

Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa.

Section 1.4 Currency.

All references in this Agreement to dollars or to "\$" are expressed in Canadian currency unless otherwise specifically indicated.

Section 1.5 Numerical Expressions.

Numerical expressions in this Agreement follow the international convention whereby a comma (,) separates the thousands and a full stop (.) separates the decimals.

Section 1.6 Certain Phrases.

In this Agreement, (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation", and (ii) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of". The expressions "Article", "Section" and other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of this Agreement. In the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding".

Section 1.7 Statutory References.

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it as they may have been or may from time to time be amended, re-enacted or superseded.

Section 1.8 Schedules.

The Schedules attached to this Agreement form an integral part of it for all purposes of it.

**ARTICLE 2
REFINANCING TRANSACTION**

Section 2.1 Refinancing Transaction.

- (1) This Agreement is entered into without any prejudice to any of Synatom's rights and remedies under the Prior Agreements, the Prior Security Agreements and all Contracts by and between the Parties.
- (2) Subject to the satisfaction of the Pre-Closing Conditions on or prior to the Closing Date, at the Closing Time on the Closing Date:

- (a) the Parties shall enter into the Termination, Voting and Lock-up Agreement;
- (b) the Corporation shall pay to or to the order of Synatom, the amount of \$12.5 million, by bank draft or wire transfer of immediately available funds;
- (c) the Corporation and Synatom shall enter into the New Note; and
- (d) Powertech USA shall execute and deliver the Unsecured Guaranty Agreement to Synatom.

Section 2.2 Extension of Maturity Date.

Notwithstanding any term or provision of the Loan Facility or of the First Tranche Prior Note, and without prejudice to any other right of Synatom arising under the Loan Facility, the First Tranche Prior Note, the Prior Agreements or otherwise, in the event that the Closing Time does not occur on or prior to the Maturity Date (as such term is defined in the Loan Facility) of the First Tranche Prior Note (the “**First Tranche Prior Note Maturity Date**”), the First Tranche Prior Note Maturity Date shall be extended to the earlier of (i) the date of termination of this Agreement in accordance with Article 3 hereof; and (ii) April 30, 2011.

Section 2.3 Shareholder Meeting.

- (1) The Corporation hereby represents that its Board has approved this Agreement, the Offering and the transactions contemplated hereby and has resolved to recommend that Shareholders vote for the Shareholder Resolutions at the Shareholder Meeting.
- (2) As promptly as reasonably practicable after the execution and delivery of this Agreement, the Corporation shall, in consultation with Synatom (i) establish a record date for, duly call, give notice of, convene and hold the Shareholder Meeting at a date no later than March 31, 2011; and (ii) prepare the Circular, together with any other documents required by the charter documents and by-laws of the Corporation and applicable Laws (including a formal valuation, if required by Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*) in connection with the Shareholder Meeting. The Circular shall include, among other things, the recommendation of the Board as described in Section 2.3(1), and shall otherwise be in form and substance satisfactory to Synatom and its advisors, acting reasonably. As promptly as practicable after the execution and delivery of this Agreement, the Corporation will file the Circular and any other documentation required to be filed under applicable Laws in all jurisdictions where the Circular is required to be filed by the Corporation and mail or cause to be mailed the Circular and any other documentation required to be mailed under the charter documents and by-laws of the Corporation or applicable Laws in connection with the Shareholder Meeting to each

- Shareholder and each other Person to whom such documents are required to be sent under the charter documents and by-laws of the Corporation and under applicable Laws.
- (3) Synatom and the Corporation shall proceed diligently, in a coordinated fashion and use their commercially reasonable efforts to co-operate in the preparation of the Circular as described in Section 2.3(1), and of any exemptive relief applications or orders and any other documents deemed reasonably necessary by any of them to discharge their respective obligations under applicable Laws.
 - (4) Synatom and the Corporation shall furnish to each other, on a timely basis, all information as may be reasonably required to effectuate the foregoing actions.
 - (5) The Corporation shall ensure that the Circular complies, in all material respects, with all applicable Laws and, without limiting the generality of the foregoing, that the Circular does not contain a Misrepresentation (except that this covenant does not speak with respect to any information relating to and provided by Synatom) and provides the Shareholders with information in sufficient detail to permit them to form a reasoned judgement concerning the matters to be placed before them at the Shareholder Meeting.
 - (6) The Corporation shall not adjourn, postpone or cancel (or propose for adjournment, postponement or cancellation) the Shareholder Meeting, or amend the record dates for notice of, or voting at, the Shareholder Meeting, without Synatom's prior written consent, which consent will not be unreasonably withheld, except as required by applicable Laws. The Corporation shall keep Synatom updated with respect to proxy solicitation results as reasonably requested by Synatom.
 - (7) The Corporation represents that, to the best of its knowledge, each of the directors and senior officers of the Corporation intends to vote, or cause to be voted, all Shares of which he or she is the beneficial owner in favour of the Shareholder Resolutions.

Section 2.4 Offering.

- (1) The Corporation shall use its best efforts to proceed with and complete the Offering on or prior to April 26, 2011, including taking all steps and proceedings as may be necessary for the Corporation to qualify the distribution of the securities to be sold on the Offering. The Corporation shall comply with all Applicable Securities Laws in proceeding with the Offering.
- (2) The Corporation shall deliver or cause to be delivered, to Synatom, without charge, contemporaneously with or prior to the filing of any prospectus or

supplementary offering materials prepared in connection with the Offering, as the case may be:

- (a) a copy of such prospectus, including copies of all documents incorporated by reference therein, and a copy of any such private placement memorandum prepared for use in connection with the Offering; and
- (b) a copy of any supplementary offering material required to be filed by the Corporation under the Applicable Securities Laws in connection with the Offering.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Corporation, Powertech USA and Indian Springs

Each of the Corporation, Powertech USA and Indian Springs represent and warrant in favour of Synatom, acknowledging and confirming that Synatom is relying on such representation and warranty in connection with the transactions contemplated in the Refinancing, that: (i) No Event of Default (as defined in the Debenture), and no event which, with the giving of notice or passage of time, or both, would constitute an Event of Default (as defined in the Debenture), has occurred or is continuing under the Debenture; and (ii) No Event of Default (as defined in the Loan Facility), and no event which, with the giving of notice or passage of time, or both, would constitute an Event of Default (as defined in the Loan Facility), has occurred or is continuing under the Loan Facility.

ARTICLE 4 TERMINATION

Section 4.1 Termination Rights.

- (1) This Agreement may, by notice in writing given prior to the Closing, be terminated:
 - (a) by mutual consent of the Parties;
 - (b) by Synatom, if any Person (other than Synatom, any of its Affiliates or any other Person with which Synatom is acting in concert) announces, or announces its intention to make, a public take-over bid for all or part of the Shares, or if any Person (other than Synatom, any of its Affiliates or any other Person with which Synatom is acting in concert) acquires, or enters into any Contract to acquire, more than 20% of the Shares, calculated on a non-diluted basis;

- (c) by Synatom if there has been a material breach of any provision of this Agreement by the Corporation or a US Subsidiary and such breach has not been waived by Synatom; or
 - (d) by the Corporation if there has been a material breach of any provision of this Agreement by Synatom and such breach has not been waived by the Corporation.
- (2) Notwithstanding any other provision of this Agreement, this Agreement shall automatically terminate at 12:01 am (Toronto time) on April 30, 2011 if the Closing shall not have occurred on or prior to such time.

ARTICLE 5 MISCELLANEOUS

Section 5.1 Notice.

- (1) Any notice, direction or other communication (each a “**Notice**”) given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or facsimile (but not by electronic mail) and addressed:

To Synatom at:

Avenue Ariane 7, 1200
Brussels, Belgium
Attention: M. Robert Leclère, Chief Executive Officer
Telephone: 32 2 505 07 35
Facsimile: 32 2 505 07 90

With a copy, which shall not constitute notice, to:

Stikeman Elliott LLP
Barristers and Solicitors
199 Bay Street
Toronto, Ontario
M5L 1B9
Attention: Donald Belovich
Telephone: 416 869 5606
Facsimile: 416 947 0866

To the Corporation and to Powertech USA and to Indian Springs at:

Powertech Uranium Corp.
1205-789 West Pender Street
Vancouver, BC V6V 1H2
Attention: Thomas A. Doyle
Telephone: 604 685 9181
Facsimile: 604 685 9182

With a copy, which shall not constitute notice, to:

Clark Wilson LLP
Barristers and Solicitors
800-885 West Georgia Street
Vancouver, BC V6C 3H1
Attention: Virgil Z. Hlus
Telephone: 604 891 7707
Facsimile: 604 687 6314

- (2) A Notice is deemed to be delivered and received (i) if sent by personal delivery, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; (ii) if sent by same-day service courier, on the date of delivery if sent on a Business Day and delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; (iii) if sent by overnight courier, on the next Business Day; or (iv) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed.

Section 5.2 Indemnification.

- (1) The Corporation, Powertech USA and Indian Springs will jointly and severally indemnify and save harmless Synatom and its shareholders, directors, officers, employees, affiliates, agents and representatives (collectively, the "**Synatom Indemnified Parties**") harmless of and from, and will pay for, any Damages suffered by, imposed upon or asserted against any of them as a result of, in respect of, connected with, or arising out of, under, or pursuant to any failure of the Corporation, Powertech USA or Indian Springs to perform or fulfil any of their respective covenants or obligations under this Agreement.
- (2) Synatom will indemnify and save harmless the Corporation, Powertech USA and Indian Springs and their respective shareholders, directors, officers,

employees, affiliates, agents and representatives (collectively, the “**Powertech Indemnified Parties**”) harmless of and from, and will pay for, any Damages suffered by, imposed upon or asserted against any of them as a result of, in respect of, connected with, or arising out of, under, or pursuant to any failure of Synatom to perform or fulfil any of its obligations under this Agreement.

Section 5.3 Time of the Essence.

Time shall be of the essence of this Agreement.

Section 5.4 Announcements.

The Parties shall consult with each other before issuing any press release, news release or otherwise making any filings or public statements with respect to this Agreement and the transactions contemplated herein and shall not issue such press release without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed, in each case, subject to applicable Laws and the exercise of such fiduciary duties, as may be appropriate.

Section 5.5 Third Party Beneficiaries.

Except as otherwise provided in Section 5.2, the Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties. Except for the Synatom Indemnified Parties and the Powertech Indemnified Parties, no Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum. Despite the foregoing, the Corporation acknowledges to each of the Synatom Indemnified Parties their direct rights against it under Section 5.2(1) of this Agreement, and Synatom acknowledges to each of the Powertech Indemnified Parties their direct rights against it under Section 5.2(2) of this Agreement. To the extent required by law to give full effect to these direct rights, Synatom acknowledges and agrees that they are acting as agent and/or as trustee of Synatom Indemnified Parties and the Corporation acknowledges and agrees that they are acting as agent and/or as trustee of Powertech Indemnified Parties. The Parties reserve their right to vary or rescind the rights, granted by or under this Agreement to any Person who is not a Party, at any time and in any way whatsoever, without notice to or consent of that Person, including any Synatom Indemnified Party or Powertech Indemnified Party.

Section 5.6 No Agency or Partnership.

Nothing contained in this Agreement makes or constitutes any Party, or any of its directors, officers or employees, the representative, agent, principal, partner, joint venturer, employer or employee of any other Party. It is understood that no Party has the capacity to make commitments of any kind or incur obligations or liabilities binding upon any other Party.

Section 5.7 Expenses.

Except as otherwise expressly provided in this Agreement, each Party will pay for its own costs and expenses incurred in connection with this Agreement and the transactions contemplated by it. The fees and expenses referred to in this Section are those which are incurred in connection with the negotiation, preparation, execution and performance of this Agreement, and the transactions contemplated by this Agreement, including the fees and expenses of legal counsel, investment advisers and accountants. For greater certainty, the Parties acknowledge that the Agent has acted as the sole financial advisor to the Corporation in connection with, among other things, the Offering contemplated herein and the Corporation acknowledges that it shall be solely responsible for the fees and expenses of the Agent in accordance with the terms and conditions of the Engagement Letter.

Section 5.8 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by all of the Parties.

Section 5.9 Waiver.

- (1) No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.
- (2) If a Party waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

Section 5.10 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, other than those contained in the Prior Agreements, the Prior Security Agreements, as contemplated therein or as contained in written agreements entered into in connection therewith. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement or as contained in the Prior Agreements, the Prior Security Agreements, as contemplated therein or as contained in written agreements entered into in connection therewith. The Parties have not relied and are not relying on any other information, discussion or

understanding in entering into and completing the transactions contemplated by this Agreement, except as set out herein or in the Prior Agreements, the Prior Security Agreements, as contemplated therein or as contained in written agreements entered into in connection therewith. For greater certainty, notwithstanding the foregoing, each of the Prior Agreements, the Prior Security Agreements, and the written agreements entered into in connection therewith remains in full force and effect subject to the terms thereof.

Section 5.11 Successors and Assigns.

- (1) This Agreement becomes effective only when executed by all of the Parties. After that time, it is binding on and enures to the benefit of the Parties and their respective heirs, administrators, executors, legal personal representatives, successors and permitted assigns.
- (2) Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Parties.

Section 5.12 Further Assurances.

The Parties agree to execute and deliver such further and other papers, cause such meetings to be held, resolutions to be passed, exercise their vote and influence, and do and perform and cause to be done and performed, such further and other acts and things that may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

Section 5.13 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 5.14 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matters arising out of this Agreement and waive objection to the venue of any proceeding in such courts or that such courts provide an inconvenient forum.

Section 5.15 Counterparts.

This Agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document. Receipt of an originally executed counterpart signature page by facsimile or an electronic reproduction of an originally executed counterpart signature page by electronic mail is effective execution and delivery of this Agreement.

Section 5.16 Authorship.

The Parties to this Agreement waive the application to this Agreement of any laws or rule of construction providing that ambiguities in any agreement or other document shall be construed against the Party drafting such agreement or other document.

Section 5.17 Non-Merger.

Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties shall not merge on and shall survive the Closing. Notwithstanding the Closing or any investigation made by or on behalf of any Party, the covenants, representations and warranties shall continue in full force and effect. Closing shall not prejudice any right of one Party against any other Party in respect of anything done or omitted under this Note or in respect of any right to damages or other remedies.

The remainder of this page has been intentionally left blank.

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

POWERTECH URANIUM CORP.

By: "Tom Doyle"
Authorized Signing Officer

POWERTECH (USA), INC.

By: "Tom Doyle"
Authorized Signing Officer

**INDIAN SPRINGS LAND AND
CATTLE CO., LLC**

By: "Patrick Miller"
Authorized Signing Officer

**SOCIÉTÉ BELGE DE COMBUSTIBLES
NUCLÉAIRES SYNATOM SA**

By: "Robert Leclère"
Authorized Signing Officer

By: "P. Laurent"
Authorized Signing Officer

SCHEDULE 1.1 DEFINED TERMS

"Affiliate" or **"affiliate"** means, unless otherwise specified, an affiliate within the meaning of Section 1.2 of National Instrument 45-106 – *Prospectus and Registration Exemptions*.

"Agent" means Salman Partners Inc.

"Agreement" means this refinancing agreement and all Schedules attached to it and the expressions **"Article"** and **"Section"**, followed by a number mean and refer to the specified Article or Section of this Agreement.

"Applicable Securities Laws" means the Securities Act and all other applicable Canadian securities Laws.

"Board" means the board of directors of the Corporation.

"Business Day" means any day of the year, other than a Saturday, a Sunday or any day on which banks are required or authorized to close in Vancouver, British Columbia or Brussels, Belgium.

"Circular" means the notice of Shareholder Meeting and the accompanying management information circular to be sent to Shareholders in connection with the Shareholder Meeting, as the same may be amended, supplemented or otherwise modified subject to this Agreement.

"Closing" means the completion of the Refinancing as contemplated in this Agreement.

"Closing Time" means 8:00 am (Vancouver time) / 11 am (Toronto time) / 5 pm (Brussels time) on the Closing Date.

"Closing Date" means the first Business Day following the fulfillment of the last of the Pre-Closing Conditions, provided that such conditions have been fulfilled on or prior to 12:01 am (Toronto time) on April 30, 2011.

"Contract" means any agreement, contract, licence, mortgage, deed of trust, pledge, guaranty, security agreement, security pledge agreement, undertaking, engagement or commitment of any nature, written or oral.

"Corporation" means Powertech Uranium Corp., a corporation organized under the laws of British Columbia.

"Damages" means any losses, liabilities, damages or expenses (including legal fees and expenses) whether resulting from an action, suit, proceeding, arbitration, claim

or demand that is instituted or asserted by a third party, including a Governmental Entity, or a cause, matter, thing, act, omission or state of facts not involving a third party.

“Debenture” has the meaning ascribed thereto in the Recitals.

“Engagement Letter” means the engagement letter between the Corporation and the Agent dated February 2, 2011.

“First Private Placement Agreement” has the meaning ascribed thereto in the Recitals.

“First Tranche Prior Note” has the meaning ascribed thereto in the Recitals.

“First Tranche Prior Note Maturity Date” has the meaning ascribed thereto in Section 2.2.

“Governmental Entity” means (i) any international, multinational, national, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision or authority of any of the above; (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, and includes any Securities Regulatory Authority.

“Indian Springs” means Indian Springs Land and Cattle Co., LLC.

“Laws” means applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, statutory rules, principles of common and civil law and equity, terms and conditions of any grant of approval, permission, orders, decrees, rules, regulations and municipal by-laws, whether domestic, foreign or international; (ii) judicial, arbitral, administrative, ministerial, departmental and regulatory judgments, orders, writs, injunctions, decisions, rulings, authority, licence, decrees and awards of any Governmental Entity (including the Securities Regulatory Authorities); and (iii) policies, practices and guidelines of any Governmental Entity (including the Securities Regulatory Authorities), which, although not actually having the force of law, are considered by such Governmental Entity as requiring compliance as if having the force of law, in each case binding on or affecting the Person, or the assets of the Person, referred to in the context in which such word is used, and the term “applicable” with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority (including the Securities Regulatory Authorities) having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities, in each case as such Laws may be amended from time to time.

“Loan Facility” has the meaning ascribed thereto in the Recitals.

“Loan Facility Placement Agreement” has the meaning ascribed thereto in the Recitals.

“Misrepresentation” has the meaning ascribed to such term under the Applicable Securities Laws.

“New Note” has the meaning ascribed thereto in the Recitals.

“Notice” has the meaning specified in Section 5.1.

“Offering” has the meaning ascribed thereto in the Recitals.

“Parties” means the Corporation, Powertech USA, Indian Springs and Synatom.

“Person” means a natural person, partnership, limited partnership, limited liability partnership, limited liability company, unlimited liability company, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

“Powertech Indemnified Parties” has the meaning ascribed thereto in Section 5.2(2).

“Powertech USA” means Powertech (USA) Inc., a corporation organized under the laws of South Dakota.

“Pre-Closing Conditions” means (i) the approval of the Shareholders Resolution by Shareholders at the Shareholders Meeting; (ii) the completion of the Offering; and (iii) the termination of the Shareholders’ Agreement by written agreement executed by all of the parties thereto.

“Prior Agreements” has the meaning ascribed thereto in the Recitals.

“Prior Security Agreements” means, collectively, all security agreements, security pledge agreements, deeds of trust, mortgages, fixture filings, assignments of leases and proceeds, acknowledgements and confirmations and all other collateral or security documents made or entered into by the Corporation, Powertech USA and/or Indian Springs prior to the date hereof in favour of Synatom, including, without limitation, the Security Agreement of Powertech USA dated December 19, 2008, the Security Agreement of Indian Springs dated December 19, 2008, the Amended and Restated Security Pledge Agreement between the Corporation and Synatom dated February 11, 2009, the Amended and Restated Security Pledge Agreement between Powertech USA and Synatom dated February 11, 2009, the Confirmation and Acknowledgment of Powertech USA dated August 4, 2009, the Confirmation and Acknowledgment of Indian Springs dated August 4, 2009, the

Guaranty of Powertech USA dated August 4, 2009, the Guaranty of Indian Springs dated August 4, 2009, the Confirmation and Acknowledgement of Powertech dated October 15, 2009, and the Confirmation and Acknowledgement of Powertech USA dated October 14, 2009.

“**Prior Notes**” has the meaning ascribed thereto in the Recitals.

“**Recitals**” means the recitals to this Agreement.

“**Refinancing**” has the meaning ascribed thereto in the Recitals.

“**Second Private Placement Agreement**” has the meaning ascribed thereto in the Recitals.

“**Securities Act**” means the *Securities Act* (British Columbia), and all rules, regulations, orders, notices and policy statements thereunder, as amended from time to time, and any successor legislation.

“**Securities Regulatory Authorities**” means collectively, the provincial and territorial securities regulatory authority in each of the provinces and territories of Canada, and the TSX.

“**Shares**” means the common shares in the capital of the Corporation.

“**Shareholder Meeting**” means the special meeting of the Shareholders, including any adjournment or postponement thereof, to be called and held to consider the Shareholder Resolutions.

“**Shareholder Resolutions**” means the resolutions regarding: (i) the Refinancing; and (ii) if required by the TSX, the Offering, to be considered by the Shareholders at a special meeting of Shareholders called for that purpose, such resolutions to be in form and substance satisfactory to the Corporation and Synatom, acting reasonably.

“**Shareholders**” means holders of Shares.

“**Shareholders’ Agreement**” has the meaning ascribed thereto in the Recitals.

“**Synatom**” means Société Belge de Combustibles Nucléaires Synatom SA, a corporation organized under the laws of Belgium and registered with the register of legal entities at Brussels under number BE 0406820671.

“**Synatom Indemnified Parties**” has the meaning ascribed thereto in Section 5.2(1).

“**Termination, Voting and Lock-up Agreement**” means the Termination, Voting and Lock-up Agreement in the form attached hereto as Schedule 2.1(2)(a).

“**TSX**” means the Toronto Stock Exchange.

“**Unsecured Guaranty Agreement**” has the meaning ascribed thereto in the Recitals.

“**US Subsidiaries**” means Powertech USA and Indian Springs.

SCHEDULE 2.1(2)(a)

FORM OF TERMINATION, VOTING AND LOCK-UP AGREEMENT

See attached.

POWERTECH URANIUM CORP.

and

POWERTECH (USA), INC.

and

INDIAN SPRINGS LAND AND CATTLE CO., LLC

and

SOCIÉTÉ BELGE DE COMBUSTIBLES NUCLÉAIRES SYNATOM SA

TERMINATION, VOTING AND LOCK-UP AGREEMENT
_____ , 2011

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SCHEDULES

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TERMINATION, VOTING AND LOCK-UP AGREEMENT

Termination, Voting and Lock-up Agreement dated _____, 2011 among Powertech Uranium Corp. (the "**Corporation**"), Powertech (USA), Inc. ("**Powertech USA**"), Indian Springs Land and Cattle Co., LLC ("**Indian Springs**"), and Société Belge de Combustibles Nucléaires Synatom SA ("**Synatom**").

WHEREAS the Parties entered into a refinancing agreement dated February 4, 2011 (the "**Refinancing Agreement**") providing for, among other things, the Refinancing (as defined below);

AND WHEREAS the shareholders' agreement among Synatom, Wallace M. Mays, the Wallace M. Mays 2006 Family Trust No. 1, Richard F. Clement, Jr., the Clement Family Limited Partnership, Thomas A. Doyle and Greg Burnett dated as of June 2, 2008 has been terminated by written agreement of the parties thereto;

AND WHEREAS the resolutions regarding the Refinancing were considered and passed by the shareholders of the Corporation at a special meeting of Shareholders held on March 14, 2011 that was called for that purpose;

AND WHEREAS the Corporation has completed an equity financing of \$ _____ by way of a preliminary short form prospectus and a (final) short form prospectus for the distribution of securities of the Corporation to the public in certain provinces of Canada in accordance with applicable securities laws;

AND WHEREAS pursuant to the Refinancing Agreement, among other things, on the date hereof (i) the Parties intend to terminate the Prior Agreements (as defined herein) upon entering into this Agreement; (ii) the Corporation intends to pay to or to the order of Synatom, the amount of \$12,500,000; (iii) the Corporation and Synatom entered into a unsecured non-interest bearing promissory note (the "**New Note**"), pursuant to which the Corporation has agreed to repay to Synatom the amount of \$7,500,000; (iv) Powertech USA executed and delivered in favour of Synatom an unsecured guarantee (the "**Unsecured Guaranty Agreement**") of the Corporation's obligations under the New Note (collectively, the "**Refinancing**");

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms.

Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in Schedule 1.1 of this Agreement, unless there is something in the subject matter or context inconsistent therewith.

Section 1.2 Headings, etc.

The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect its interpretation.

Section 1.3 Gender and Number.

Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and *vice versa*.

Section 1.4 Currency.

All references in this Agreement to dollars or to "\$" are expressed in Canadian currency unless otherwise specifically indicated.

Section 1.5 Numerical Expressions.

Numerical expressions in this Agreement follow the international convention whereby a comma (,) separates the thousands and a full stop (.) separates the decimals.

Section 1.6 Certain Phrases.

In this Agreement, (i) the words "**including**", "**includes**" and "**include**" mean "**including (or includes or include) without limitation**", and (ii) the words "**the aggregate of**", "**the total of**", "**the sum of**", or a phrase of similar meaning means "**the aggregate (or total or sum), without duplication, of**". The expressions "**Article**", "**Section**" and other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of this Agreement. In the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding".

Section 1.7 Statutory References.

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it as they may have been or may from time to time be amended, re-enacted or superseded.

Section 1.8 Schedules.

The Schedules attached to this Agreement form an integral part of it for all purposes of it.

**ARTICLE 2
REPRESENTATIONS AND WARRANTIES, ACKNOWLEDGEMENT AND
TERMINATION PRIOR AGREEMENTS**

Section 2.1 Representations and Warranties of the Corporation, Powertech USA and Indian Springs

Each of the Corporation, Powertech USA and Indian Springs represent and warrant in favour of Synatom, acknowledging and confirming that Synatom is relying on such representation and warranty in connection with the transactions contemplated in the Refinancing, that: (i) No Event of Default (as defined in the Debenture), and no event which, with the giving of notice or passage of time, or both, would constitute an Event of Default (as defined in the Debenture), has occurred or is continuing under the Debenture; and (ii) No Event of Default (as defined in the Loan Facility), and no event which, with the giving of notice or passage of time, or both, would constitute an Event of Default (as defined in the Loan Facility), has occurred or is continuing under the Loan Facility.

Section 2.2 Acknowledgment regarding Funds Received and New Note

Synatom hereby acknowledges receipt of (i) the amount of \$12.5 million from the Corporation; and (ii) the New Note, that have been paid and delivered pursuant to Sections 2.1(2)(b) and (c), respectively of the Refinancing Agreement. The Parties acknowledge and agree that such payment has been made, and the New Note delivered to Synatom, on account of the principal amounts owing pursuant to the Debenture and the Prior Notes and not on account of interest owing thereunder.

Section 2.3 Termination of Prior Agreements.

As of the date hereof, the Prior Agreements, including all rights and obligations of the Parties under such Prior Agreements, are terminated, null, void and of no further force and effect.

Section 2.4 Discharge of Security.

- (1) In connection with the foregoing, and the other transactions contemplated herein, Synatom irrevocably and unconditionally acknowledges and agrees that (i) all mortgages, charges, assignments, transfers, pledges, liens, encumbrances, guarantees, agreements and other security interests of Synatom in and to or affecting any of the shares, undertaking, property and assets of the Corporation or the US Subsidiaries, including, without limitation, the mortgages, charges, assignments, transfers, pledges, liens, encumbrances, guarantees, agreements and other security interests issued, granted, given, made or otherwise entered into pursuant to, or in respect of,

or otherwise referred to in, or contemplated by the Prior Agreements (collectively, the “**Security Interests**”) are hereby released and discharged, and (ii) all original share certificates, promissory notes, debentures and other collateral or property in the possession of Synatom will be delivered to the Corporation as soon as reasonably practicable following the date hereof.

- (2) Synatom agrees to promptly execute and deliver, at the request and expense of the Corporation, all financing statements, discharge statements, and all other documents and instruments reasonably required to evidence or record the discharge and release by Synatom of the Security Interests and Synatom irrevocably authorizes the Corporation and its counsel and agents including, without limitation, Clark Wilson LLP, at the Corporation’s expense, to take all steps and proceedings required to give effect to the full discharge of any registrations effected in favour of Synatom in respect of the Security Interests granted by the Corporation and the US Subsidiaries in favour of Synatom.

ARTICLE 3 LOCK-UP

Section 3.1 Lock-Up Period.

Synatom covenants that during the Lock-up Period, it will not, directly or indirectly, sell, grant an option or right for the sale of, or otherwise dispose of, or announce any intention to do so, the 10,890,000 Shares beneficially owned by Synatom on the date hereof, without the prior written consent of the Corporation.

ARTICLE 4 VOTING BY SYNATOM DURING LOCK-UP PERIOD

Section 4.1 Voting by Synatom During the Lock-up Period.

Synatom hereby covenants and agrees in favour of the Corporation to vote, or cause to be voted, all of the Shares beneficially owned by Synatom in favour of management of the Corporation’s proposed slate of directors at any meeting of Shareholders held during the Lock-Up Period.

ARTICLE 5 MISCELLANEOUS

Section 5.1 Notice.

- (1) Any notice, direction or other communication (each a “**Notice**”) given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or facsimile (but not by electronic mail) and addressed:

To Synatom at:

Avenue Ariane 7, 1200
Brussels, Belgium
Attention: M. Robert Leclère, Chief Executive Officer
Telephone: 32 2 505 07 35
Facsimile: 32 2 505 07 90

With a copy, which shall not constitute notice, to:

Stikeman Elliott LLP
Barristers and Solicitors
199 Bay Street
Toronto, Ontario
M5L 1B9
Attention: Donald Belovich
Telephone: 416 869 5606
Facsimile: 416 947 0866

To the Corporation and to Powertech USA and to Indian Springs at:

Powertech Uranium Corp.
1205-789 West Pender Street
Vancouver, BC V6V 1H2
Attention: Thomas A. Doyle
Telephone: 604 685 9181
Facsimile: 604 685 9182

With a copy, which shall not constitute notice, to:

Clark Wilson LLP
Barristers and Solicitors
800-885 West Georgia Street
Vancouver, BC V6C 3H1
Attention: Virgil Z. Hlus
Telephone: 604 891 7707
Facsimile: 604 687 6314

- (2) A Notice is deemed to be delivered and received (i) if sent by personal delivery, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; (ii) if sent by same-day service courier, on the date of delivery if sent on a Business Day and delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; (iii) if sent by overnight courier, on the next Business Day; or (iv) if sent by facsimile, on the Business Day following the date of confirmation of

transmission by the originating facsimile. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed.

Section 5.2 Time of the Essence.

Time shall be of the essence of this Agreement.

Section 5.3 Announcements.

The Parties shall consult with each other before issuing any press release, news release or otherwise making any filings or public statements with respect to this Agreement and the transactions contemplated herein and shall not issue such press release without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed, in each case, subject to applicable laws and the exercise of such fiduciary duties, as may be appropriate.

Section 5.4 Third Party Beneficiaries.

The Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties. No Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum. The Parties reserve their right to vary or rescind the rights, granted by or under this Agreement to any Person who is not a Party, at any time and in any way whatsoever, without notice to or consent of that Person.

Section 5.5 No Agency or Partnership.

Nothing contained in this Agreement makes or constitutes any Party, or any of its directors, officers or employees, the representative, agent, principal, partner, joint venturer, employer or employee of any other Party. It is understood that no Party has the capacity to make commitments of any kind or incur obligations or liabilities binding upon any other Party.

Section 5.6 Expenses.

Except as otherwise expressly provided in this Agreement, each Party will pay for its own costs and expenses incurred in connection with this Agreement and the transactions contemplated by it. The fees and expenses referred to in this Section are those which are incurred in connection with the negotiation, preparation, execution and performance of this Agreement, and the transactions contemplated by this Agreement, including the fees and expenses of legal counsel, investment advisers and accountants.

Section 5.7 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by all of the Parties.

Section 5.8 Waiver.

- (1) No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.
- (2) If a Party waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

Section 5.9 Entire Agreement.

This Agreement, together with the Ancillary Agreements, constitutes the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Note and the Ancillary Agreements. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement, except as set out herein or in the Ancillary Agreements. For greater certainty, notwithstanding the foregoing, each of the Ancillary Agreements remains in full force and effect subject to the terms thereof.

Section 5.10 Successors and Assigns.

- (1) This Agreement becomes effective only when executed by all of the Parties. After that time, it is binding on and enures to the benefit of the Parties and their respective heirs, administrators, executors, legal personal representatives, successors and permitted assigns.
- (2) Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Parties.

Section 5.11 Further Assurances.

The Parties agree to execute and deliver such further and other papers, cause such meetings to be held, resolutions to be passed, exercise their vote and influence, and do and perform and cause to be done and performed, such further and other acts and things that may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

Section 5.12 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 5.13 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matters arising out of this Agreement and waive objection to the venue of any proceeding in such courts or that such courts provide an inconvenient forum.

Section 5.14 Counterparts.

This Agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document. Receipt of an originally executed counterpart signature page by facsimile or an electronic reproduction of an originally executed counterpart signature page by electronic mail is effective execution and delivery of this Agreement.

Section 5.15 Authorship.

The Parties to this Agreement waive the application to this Agreement of any laws or rule of construction providing that ambiguities in any agreement or other document shall be construed against the Party drafting such agreement or other document.

Section 5.16 Non-Merger.

Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties shall not merge on and shall survive the closing of the transactions contemplated in this Agreement. Notwithstanding the closing of the transactions contemplated in this Agreement or any investigation made by or on behalf of any Party, the covenants, representations and warranties shall continue in full force and effect. The closing of the transactions contemplated in this Agreement shall not prejudice any right of one Party against any other Party in respect of anything done or omitted under this Agreement or in respect of any right to damages or other remedies.

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

POWERTECH URANIUM CORP.

By: _____
Authorized Signing Officer

POWERTECH (USA), INC.

By: _____
Authorized Signing Officer

**INDIAN SPRINGS LAND AND
CATTLE CO., LLC**

By: _____
Authorized Signing Officer

**SOCIÉTÉ BELGE DE COMBUSTIBLES
NUCLÉAIRES SYNATOM SA**

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

SCHEDULE 1.1 DEFINED TERMS

“**Affiliate**” or “**affiliate**” means, unless otherwise specified, an affiliate within the meaning of Section 1.2 of National Instrument 45-106 – *Prospectus and Registration Exemptions*.

“**Agreement**” means this refinancing agreement and all Schedules attached to it and the expressions “**Article**” and “**Section**”, followed by a number mean and refer to the specified Article or Section of this Agreement.

“**Ancillary Agreements**” mean the Refinancing Agreement, the New Note and the Unsecured Guaranty Agreement.

“**Board**” means the board of directors of the Corporation.

“**Business Day**” means any day of the year, other than a Saturday, a Sunday or any day on which banks are required or authorized to close in Vancouver, British Columbia or Brussels, Belgium.

“**Change of Control**” means:

- (i) the sale by the Corporation of all or substantially all of its assets;
- (ii) the acceptance by the Shareholders, representing in the aggregate fifty percent (50%) or more of all of the issued Shares, of any offer, whether by way of a takeover bid or otherwise, for all or any of the outstanding Shares;
- (iii) the acquisition, by whatever means, by a person (or two or more persons who, in such acquisition, have acted jointly or in concert or intend to exercise jointly or in concert any voting rights attaching to the Shares acquired), directly or indirectly, of beneficial ownership of such number of Shares or rights to Shares, which together with such person’s then-owned Shares and rights to Shares, if any, represent (assuming the full exercise of such rights) fifty percent (50%) or more of the combined voting rights attached to the then-outstanding Shares;
- (iv) the entering into of any agreement by the Corporation to merge, consolidate, restructure, amalgamate, initiate an arrangement or be absorbed by, into or with another corporation other than a corporation wholly owned by the Corporation;
- (v) the passing of a resolution by the Board or Shareholders to substantially liquidate the assets of the Corporation or wind up the

Corporation's business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Corporation in circumstances where the business of the Corporation is continued and the shareholdings remain substantially the same following the re-arrangement); or

- (vi) the circumstance in which individuals who were members of the Board immediately prior to a meeting of the Shareholders involving a contest for the election of directors no longer constitute a majority of the Board following such election.

"Corporation" means Powertech Uranium Corp., a corporation organized under the laws of British Columbia.

"Debenture" means the secured convertible debenture in the principal amount of \$9,000,000 dated February 11, 2009 issued by the Corporation to Synatom pursuant to the Second Private Placement Agreement.

"Event of Default" means an Event of Default under the New Note, as defined in Section 5.1 thereof.

"First Private Placement Agreement" means the private placement agreement among the Corporation, Powertech USA and Synatom dated June 2, 2008.

"Indian Springs" means Indian Springs Land and Cattle Co., LLC.

"Loan Facility" means the loan facility between the Corporation and Synatom dated October 14, 2009 entered into pursuant to the Loan Facility Placement Agreement.

"Loan Facility Placement Agreement" means the loan facility placement agreement among the Corporation, Powertech USA and Synatom dated August 4, 2009.

"Lock-up Period" means the period from the date hereof to earlier of: (i) the date that is eighteen months from the date hereof; (ii) the date upon which a Change of Control occurs; and (iii) the date upon which an Event of Default occurs.

"New Note" has the meaning ascribed thereto in the Recitals.

"Notice" has the meaning specified in Section 5.1.

"Parties" means the Corporation, Powertech USA, Indian Springs and Synatom.

“Person” means a natural person, partnership, limited partnership, limited liability partnership, limited liability company, unlimited liability company, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

“Powertech USA” means Powertech (USA) Inc., a corporation organized under the laws of South Dakota.

“Prior Agreements” means, collectively, the First Private Placement Agreement, the Second Private Placement Agreement, the Debenture, the Loan Facility Placement Agreement, the Loan Facility and the Prior Notes.

“Prior Notes” means the four promissory notes issued by the Corporation to Synatom pursuant to the Loan Facility, each in the amount of \$3,450,000, issued on October 14, 2009, December 1, 2009, March 29, 2010 and June 30, 2010 respectively.

“Recitals” means the recitals to this Agreement.

“Refinancing” has the meaning ascribed thereto in the Recitals.

“Refinancing Agreement” has the meaning ascribed thereto in the Recitals.

“Second Private Placement Agreement” means the private placement agreement among the Corporation, Powertech USA and Synatom dated December 19, 2008.

“Security Interests” has the meaning ascribed thereto in Section 2.4.

“Shares” means the common shares in the capital of the Corporation.

“Shareholders” means holders of Shares.

“Synatom” means Société Belge de Combustibles Nucléaires Synatom SA, a corporation organized under the laws of Belgium and registered with the register of legal entities at Brussels under number BE 0406820671.

“Unsecured Guaranty Agreement” has the meaning ascribed thereto in the Recitals.

“US Subsidiaries” means Powertech USA and Indian Springs.

SCHEDULE 2.1(2)(c)
FORM OF NEW NOTE

See attached.

UNSECURED NON-INTEREST BEARING PROMISSORY NOTE

Unsecured non-interest bearing promissory note dated _____, 2011 between Powertech Uranium Corp. (the "**Corporation**") and Société Belge de Combustibles Nucléaires Synatom SA (the "**Holder**").

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms.

Capitalized terms used in this Note and not otherwise defined have the meanings given to them in Schedule 1.1, unless there is something in the subject matter or context inconsistent therewith.

Section 1.2 Headings, etc.

The provision of a Table of Contents, the division of this Note into Articles and Sections and the insertion of headings are for convenient reference only and do not affect its interpretation.

Section 1.3 Gender and Number.

Any reference in this Note to gender includes all genders. Words importing the singular number also include the plural and *vice versa*.

Section 1.4 Currency.

All references in this Note to dollars or to "\$" are expressed in Canadian currency unless otherwise specifically indicated.

Section 1.5 Numerical Expressions.

Numerical expressions in this Note follow the international convention whereby a comma (,) separates the thousands and a full stop (.) separates the decimals.

Section 1.6 Certain Phrases.

In this Note, (i) the words "**including**", "**includes**" and "**include**" mean "**including (or includes or include) without limitation**", and (ii) the words "**the aggregate of**", "**the total of**", "**the sum of**", or a phrase of similar meaning means "**the aggregate (or total or sum), without duplication, of**". The expressions "**Article**", "**Section**" and other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of the Note. In the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "**from**" means "**from and including**" and the words "**to**" and "**until**" each mean "**to but excluding**".

Section 1.7 Statutory References.

Except as otherwise provided in this Note, any reference in this Note to a statute refers to such statute and all rules and regulations made under it as they may have been or may from time to time be amended, re-enacted or superseded.

Section 1.8 Schedules.

The schedules attached to this Note form an integral part of it for all purposes of it.

Section 1.9 Accounting Terms.

All accounting terms not specifically defined in this Note shall be interpreted in accordance with GAAP.

**ARTICLE 2
THE NOTE**

Section 2.1 Promise to Pay.

For value received, subject to the terms and conditions of this Note, the Corporation hereby promises to pay to or to the order of the Holder, the U.S. dollar equivalent of the amount of SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000.00) on the Maturity Date, without interest.

Section 2.2 Prepayment in Cash or Common Shares.

The Outstanding Amount may, at the election of the Corporation, be prepaid in cash, in whole or in part, at any time and from time to time on not less than 10 Business Days prior written notice, provided however that any such prepayment amount shall not be less than an amount equal to \$250,000. The Outstanding Amount may also be prepaid in full prior to the Maturity Date, upon and subject to the provisions and conditions of Article 4.

**ARTICLE 3
COVENANTS**

Section 3.1 Affirmative Covenants.

So long as any amounts owing under this Note remain unpaid, the Corporation shall and shall cause its subsidiaries to:

- (a) Subject to the next sentence, punctually pay and discharge every obligation, the failure to pay or discharge of which might result in any Lien, other than Permitted Liens, or right of distress, forfeiture, termination or sale or any other remedy being enforced against its assets, properties or undertaking and provide to the Holder, when required, evidence of such payment and discharge. The Corporation

may, on giving the Holder such security (if any) as the Holder may require, refrain from paying or discharging any obligation, the liability for which is being contested in good faith;

- (b) Preserve and maintain its corporate existence and all its rights, licences, powers, privileges, franchises and goodwill;
- (c) Observe and perform all of its obligations and under the Leases which are material and necessary for any of the Corporation's projects and other material agreements to which it is a party or upon or under which any of its assets, properties or undertaking is held;
- (d) Carry on and conduct its business in a proper and efficient manner so as to preserve and protect its assets, properties and undertaking and income therefrom including collecting all accounts receivable in the ordinary course of business;
- (e) Keep proper books of record and account, in which full and correct entries of all transactions in relation to its business are made;
- (f) Comply in all material respects with the requirements of all applicable Laws;
- (g) Make repairs, renewals, replacements, additions and improvements to its assets, properties and undertaking so that the business may be properly and advantageously conducted at all times in accordance with prudent business management practice;
- (h) Pay or cause to be paid, when due, (i) all taxes, assessments and governmental charges or levies imposed upon it or upon its income, sales, capital or profit or any other property belonging to it, and (ii) all claims which, if unpaid, might by law become a Lien upon the assets, except any such tax, assessment, charge, levy or claim which is being contested in good faith and by proper proceedings and in respect of which the Corporation has established adequate reserves in accordance with GAAP or which are Permitted Liens;
- (i) Advise the Holder immediately upon becoming aware of any Event of Default (as hereinafter defined) and deliver to the Holder upon request a certificate in form and substance satisfactory to the Holder signed by a senior officer certifying that to the best of his knowledge no Event of Default has occurred or, if such is not the case, specifying all Events of Default and their nature and status;

- (j) Promptly cure or cause to be cured any defects in the execution and delivery of this Note or any defects in the validity or enforceability of this Note;
- (k) Keep all of its assets, properties and undertaking insured in such amounts as the Holder may reasonably require against loss or damage by fire and such other risks as the Holder may from time to time specify. The Corporation shall, whenever from time to time requested by the Holder, provide the Holder with satisfactory evidence of such insurance. Evidence satisfactory to the Holder of the renewal of every policy of insurance shall be left with the Holder at least seven (7) days before their termination. Each policy of insurance shall be in form and substance acceptable to the Holder and shall not be subject to any co-insurance clause;
- (l) Immediately on the happening of any loss or damage furnish or cause to be furnished at its own expense all necessary proofs and do all necessary acts to enable the Holder to obtain payment of the insurance monies, which, in the sole discretion of the Holder, may be applied in reinstating the insured property or be paid to the Corporation or its subsidiaries or be applied in payment of the monies owing hereunder, whether due or not then due, or paid partly in one way and partly in another;
- (m) Allow the Holder and its authorized representatives at any reasonable time and upon 2 days notice to enter the premises of the Corporation and its subsidiaries in order to inspect its assets, properties and undertaking and the books and records of the Corporation and its subsidiaries and make extracts therefrom, and permit the Holder or such representatives prompt access to such other persons as the Holder may deem necessary or desirable for the purposes of inspecting or verifying any matters relating to any part of its assets, properties or undertaking or the books and records of the Corporation and its subsidiaries; and
- (n) Promptly give written notice together with a detailed explanation to the Holder of (i) all claims or proceedings pending or threatened against the Corporation or its subsidiaries which may give rise to uninsured liability in excess of \$250,000 or which may have a Material Adverse Effect, and (ii) all damage to or loss or destruction of any property comprising part of its assets, properties or undertaking which may give rise to an insurance claim in excess of \$250,000;

Section 3.2 Negative Covenants.

So long as any Outstanding Amount under this Note remain unpaid, the Corporation shall not and shall cause its subsidiaries not to, without the prior written consent of the Holder:

- (a) Create, incur, grant, assume or suffer to exist any Liens over its assets, properties or undertaking other than Permitted Liens;
- (b) Incur, suffer or permit to exist any indebtedness, liabilities or obligations, whether contingent or otherwise, other than Permitted Debt;
- (c) Remove, destroy, lease, transfer, assign, sell or otherwise dispose of any of any of its assets, properties or undertaking, except for (i) *bona fide* dispositions in the ordinary course of business at fair market value, (ii) assets, properties or undertakings which has no material economic value in the business of the Corporation or is obsolete;
- (d) Purchase, establish or acquire in any manner any new business undertaking or make any change in the nature of the Corporation's business as presently carried on that would result in a Material Adverse Effect;
- (e) Enter into any reorganization, consolidation, amalgamation, arrangement (including a plan of arrangement under corporate law), winding-up, merger or other similar transaction or any right, option or privilege convertible into shares in the capital of the Corporation;
- (f) Acquire or invest in any securities except instruments or securities which are rated AA or better by Canadian Bond Rating Service or Dominion Bond Rating Service or by a rating service in the U.S. of similar recognized standing, or make any loans to or investments in any other person other than in the context of granting ordinary trade credit;
- (g) Engage in any transactions with Persons not dealing at arm's length (as defined in Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions*) with the Corporation and its subsidiaries except in the ordinary course of, and pursuant to the reasonable requirements of, business and at prices and on terms not less favourable to the Corporation than could be obtained in a comparable arm's length transaction with another Person;
- (h) Except as expressly permitted by, or contemplated in, the Ancillary Agreements: (i) declare, make, pay or commit to any form of

distribution or reduction of the profits of the Corporation or of its capital, including any dividend (including stock dividends) or other distribution on any present or future shares; (ii) purchase, redeem or retire or acquire any of its shares, or any option, warrant or other right to acquire any such shares, or apply or set apart any of its assets therefor; (iii) pay any bonus to shareholders; (iv) make any payment on account of loans made to shareholders of the Corporation; (v) pay any bonus to employees in an amount in excess \$100,000 in any one calendar year; or (vi) pay any management fees, except pursuant to the terms of agreements to which it is a party and that are existing on the date hereof, pursuant to any amendments to such agreements or pursuant to any new agreements, provided that any such amended agreements or new agreements are substantially similar to the agreements existing on the date hereof;

- (i) Incorporate or acquire any subsidiaries, or commence to carry on its business, otherwise than through the Corporation or its current subsidiaries;
- (j) Transfer any material assets from Powertech USA to Indian Springs;
- (k) Compromise or adjust to compromise or adjust any of its accounts receivable (or extend the time for payment thereof) or grant any discounts, allowances or credits, in each case other than in the normal course of business; and
- (l) Redate any invoice or sale or provision of service or make sales or provide services on extended dating beyond that customary in the business of the Corporation.

ARTICLE 4 CONVERSION OF AMOUNTS OWING UNDER THE NOTE

Section 4.1 Prepayment or Repayment of Outstanding Amount in Common Shares.

- (1) Upon and subject to the provisions and conditions of this Article 4, provided that an Event of Default shall not have occurred (i) the Outstanding Amount may be prepaid in full (if and only if the Maturity Date has not occurred on or prior to the date that is eighteen (18) months from the date hereof), on any date on or after the date that is eighteen (18) months from the date hereof until the Maturity Date (a “**Permitted Common Share Prepayment**”); or (ii) the Outstanding Amount may be repaid in full on the Maturity Date (a “**Common Share Repayment**”), in each case, by the issuance to, or to the order of, the Holder of that number of duly and validly issued fully paid and

non-assessable Common Shares as is equal to the Outstanding Amount divided by the Conversion Price.

- (2) Notwithstanding Section 4.1(1) and any other provision of this Note, and notwithstanding that a Common Share Repayment Notice shall have been sent by the Corporation to the Holder, if at any time after the date a Common Share Repayment Notice is sent to the Holder and before the date that the Common Shares otherwise issuable to the Holder pursuant thereto are so issued to the Holder, there occurs (i) a consolidation, amalgamation or merger of the Corporation with or into any other body corporate, or plan of arrangement involving the Corporation, which results in a reclassification or redesignation of the Common Shares or a change or exchange of the Common Shares into other shares or securities; or (ii) the transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to another corporation or entity, then in each case the right of the Corporation to repay the Outstanding Amount in Common Shares as otherwise specified in Section 4.1(1) shall be null, void and of no further force and effect.

Section 4.2 Manner of Exercise of Right to Prepay or Repay in Common Shares.

The Corporation may exercise its right to effect a Permitted Common Share Prepayment or a Common Share Repayment by sending to the Holder at its principal address a notice (a "**Common Share Repayment Notice**") specifying the same at least 10 Business Days prior to the prepayment date or the Maturity Date, as applicable. On the effective date of the Permitted Common Share Prepayment or Common Share Repayment, as applicable, the Holder shall be entered in the books of the Corporation as the holder of the number of Common Shares into which the Outstanding Amount is convertible and, as soon as practicable, the Corporation shall deliver to the Holder a certificate or certificates for such Common Shares and, if applicable, a cheque for any amount payable under Section 4.5.

Section 4.3 Common Shares

The Common Shares issued upon a Permitted Common Share Prepayment or Common Share Repayment, as applicable, shall rank only in respect of dividends declared in favour of shareholders of record on and after the date of Permitted Common Share Prepayment or Common Share Repayment, as applicable or such later date as the Holder becomes the holder of record of Common Shares pursuant to Section 4.2. As of and from the applicable date, the Common Shares so issued shall, for all purposes, be and be deemed to be issued and outstanding as fully paid and non-assessable Common Shares.

Section 4.4 Adjustment of Conversion Price.

- (1) The Conversion Price in effect at any date shall be subject to adjustment from time to time as provided in this Section 4.4.

- (2) If at any time after the date a Common Share Repayment Notice is sent to the Holder:
- (a) the Corporation subdivides (by any stock split, stock dividend, recapitalization or otherwise) its outstanding Common Shares into a greater number of Common Shares;
 - (b) the Corporation consolidates (by combination, reverse stock split or otherwise) its outstanding Common Shares into a smaller number of Common Shares; or
 - (c) there occurs a reclassification or redesignation of the Common Shares, any change of the Common Shares into other shares or securities or any other capital reorganization involving the Common Shares other than transactions covered by Section 4.4(3);

any Conversion Price in effect immediately prior to such subdivision will be equitably proportionally adjusted.

- (3) If any question arises with respect to the adjustments provided in this Section 4.4, such question shall be conclusively determined by a firm of chartered accountants appointed by the Holder and acceptable to the Corporation. Such chartered accountants shall be given access to all necessary records of the Corporation and their determination shall be binding upon the Corporation and the Holder.

Section 4.5 No Requirement to Issue Fractional Shares.

The Corporation shall not be required to issue fractional Common Shares in connection with a Permitted Common Share Prepayment or a Common Share Repayment. If any fractional interest in a Common Share would, except for the provisions of this Section 4.5, be deliverable in connection with the conversion of the Outstanding Amount pursuant to a Permitted Common Share Prepayment or a Common Share Repayment, the Corporation shall, *in lieu* of delivering any certificate of fractional interest, satisfy the fractional interest by paying to the Holder an amount of lawful money of Canada equal (computed to the nearest whole cent, and one-half of a cent being rounded up) to the Outstanding Amount remaining outstanding after so much of the Outstanding Amount as may be converted into a whole number of Common Shares has been so converted.

Section 4.6 Certificate as to Adjustment.

The Corporation shall, from time to time immediately after the occurrence of any event which requires an adjustment or re-adjustment as provided in Section 4.4(2), deliver a certificate of the Corporation to the Holder specifying the nature of the event requiring the same and the amount of the necessary adjustment and

setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

ARTICLE 5 EVENTS OF DEFAULT

Section 5.1 Events of Default.

The occurrence of any of the following events shall constitute an “**Event of Default**” under this Note:

- (a) If the Corporation fails to pay any principal or other amounts payable under this Note or any other Ancillary Agreement when such amounts become due and payable and such failure remains unremedied for 10 days;
- (b) If any representation or warranty made or deemed to be made by the Corporation, a US Subsidiary or any other Loan Party in this Note, in any other Ancillary Agreement or in any certificate, statement or report furnished in connection therewith is found to be false or incorrect in any way so as to make it materially misleading when made or deemed to be made;
- (c) The Corporation fails to perform, observe or comply with any of the covenants contained in Section 3.1; and, if the circumstances giving rise to such failure are capable of modification or rectification (such that, thereafter the covenant would be observed or performed), the failure remains uncorrected for a period of 10 days following the earlier of (x) the date on which the Holder provides notice to the Corporation of such failure; and (y) the date on which the Corporation becomes aware of any such failure;
- (d) If the Corporation fails to perform, observe or comply with any covenants contained in Section 3.2;
- (e) If the Corporation, a US Subsidiary or any other Loan Party fails to perform, observe or comply with any other term, covenant or agreement contained in this Note or any other Ancillary Agreement to which it is a party; and, if the circumstances giving rise to such failure are capable of modification or rectification (such that, thereafter the covenant would be observed or performed), the failure remains uncorrected for a period of 30 days following the earlier of (x) the date on which the Holder provides notice to the Corporation of such failure; and (y) the date on which the Corporation becomes aware of any such failure;

- (f) If the Corporation, a US Subsidiary or any other Loan Party fails to pay the principal of, or premium or interest on, any debts that are individually or in the aggregate in an amount in excess of \$250,000 (other than under this Note) which is outstanding when such amount becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure continues after the applicable grace period, if any, specified in the agreement or instrument relating to the debt; or any other event occurs or condition exists and continues after the applicable grace period, if any, specified in any agreement relating to any such debt, if its effect is to accelerate, or permit the acceleration of the debt; or any such debt shall be declared to be due and payable prior to its stated maturity;
- (g) If any judgment or order for the payment of money in excess of \$250,000 is rendered against the Corporation, a US Subsidiary or any other Loan Party and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order, or (ii) there shall be any period of 10 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect;
- (h) If the Corporation, a US Subsidiary or any other Loan Party (i) becomes insolvent or generally not able to pay its debts as they become due, (ii) admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors, (iii) institutes or has instituted against it any proceeding seeking (x) to adjudicate it a bankrupt or insolvent, (y) liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors including any plan of compromise or arrangement (including a plan of arrangement under corporate law) or other corporate proceeding involving or affecting its creditors, or (z) the entry of an order for relief or the appointment of a Receiver, monitor, trustee custodian, or other similar official for it or for any substantial part of its properties and assets, and in the case of any such proceeding instituted against it (but not instituted by it), either the proceeding remains undismitted or unstayed for a period of 30 days, or any of the actions sought in such proceeding (including the entry of an order for relief against it or the appointment of a Receiver, monitor, trustee, custodian or other similar official for it or for any substantial part of its properties and assets) occurs, or (iv) takes any corporate action to authorize any of the above actions;
- (i) There is a Change of Control of the Corporation or Powertech USA;

- (j) There has occurred or been threatened, in the opinion of the Holder, acting reasonably, an event or development likely to have a Material Adverse Effect; or
- (k) If any financial statement provided by the Corporation to the Holder is false or misleading in any material respect.

Section 5.2 Consequences of an Event of Default.

Upon the occurrence of any Event of Default, all Outstanding Amounts shall at the option of the Holder become immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are expressly waived by the Corporation. Upon a declaration that the Outstanding Amounts are immediately due and payable, the Holder may commence such legal action or proceedings as it, in its sole discretion, deems expedient. The rights and remedies of the Holder under this Note and any Ancillary Agreement are cumulative and are in addition to, and not in substitution for, any other rights or remedies. Nothing contained in this Note or any Ancillary Agreement with respect to the indebtedness or liability of the Corporation to the Holder, nor any act or omission of the Holder with respect to this Note or the Ancillary Agreements shall in any way prejudice or affect the rights, remedies and powers of the Holder under this Note or any Ancillary Agreement.

**ARTICLE 6
MISCELLANEOUS**

Section 6.1 Withholding Taxes.

All payments to the Holder by the Corporation hereunder shall be made free and clear of, and without deduction or withholding for, any taxes, levies, imposts, deductions, charges or withholdings and all related liabilities (all such taxes, levies, imposts, deductions, charges, withholdings and liabilities being referred to as "Taxes") imposed by Canada (or any political subdivision or taxing authority of it). In the event that such Taxes are required by applicable law to be deducted or withheld, Holder shall be solely responsible for remitting such Taxes to the relevant Governmental Entity.

Section 6.2 Indemnification.

The Corporation agrees to indemnify the Holder and its shareholders, directors, officers, employees, affiliates, agents and representatives (collectively, the "Synatom Indemnified Parties") from and against any and all Damages which may be imposed on, incurred by, or asserted against the Holder and arising by reason of any action (including any action referred to herein) or inaction or omission to do any act legally required of the Corporation.

Section 6.3 Substitution

The Holder may at any time, by notice in writing to the Corporation, assign this Note, or any of its rights hereunder, to one or more of its Affiliates.

Section 6.4 Notice.

Any notice, direction or other communication (each a “**Notice**”) given regarding the matters contemplated by this Note must be in writing, sent by personal delivery, courier or facsimile (but not by electronic mail) and addressed:

To the Holder at:

Avenue Ariane 7, 1200
Brussels, Belgium
Attention: M. Robert Leclère, Chief Executive Officer
Telephone: 32 2 505 07 35
Facsimile: 32 2 505 07 90

With a copy, which shall not constitute notice, to:

Stikeman Elliott LLP
Barristers and Solicitors
199 Bay Street
Toronto, Ontario
M5L 1B9
Attention: Donald Belovich
Telephone: 416-869-5606
Facsimile: 416-947-0866

To the Corporation and to Powertech USA at:

Powertech Uranium Corp.
1205-789 West Pender Street
Vancouver, BC V6V 1H2
Attention: Thomas A. Doyle
Telephone: 604 685 9181
Facsimile: 604 685 9182

With a copy, which shall not constitute notice, to:

Clark Wilson LLP
Barristers and Solicitors
800-885 West Georgia Street
Vancouver, BC V6C 3H1
Attention: Virgil Z. Hlus
Telephone: 604 891 7707
Facsimile: 604 687 6314

A Notice is deemed to be delivered and received (i) if sent by personal delivery, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; (ii) if sent by same-day service courier, on the date of delivery if sent on a Business Day and delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; (iii) if sent by overnight courier, on the next Business Day; or (iv) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed.

Section 6.5 Time of the Essence.

Time shall be of the essence of this Note.

Section 6.6 Announcements.

The Parties shall consult with each other before issuing any press release, news release or otherwise making any filings or public statements with respect to this Note and the transactions contemplated herein and shall not issue such press release without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, in each case, subject to applicable Laws and the exercise of such fiduciary duties, as may be appropriate.

Section 6.7 Third Party Beneficiaries.

Except as otherwise provided in Section 6.2, the Parties intend that this Note will not benefit or create any right or cause of action in favour of any Person, other than the Parties or, if applicable, their respective Affiliates. Except for the Synatom Indemnified Parties, no Person, other than the Parties and such Affiliates, is entitled to rely on the provisions of this Note in any action, suit, proceeding, hearing or other forum. Despite the foregoing, the Corporation acknowledges to each of the Synatom Indemnified Parties their direct rights against it under Section 6.2 of this Note. To the extent required by law to give full effect to these direct rights, the Holder acknowledges and agrees that they are acting as agent and/or as trustee of Synatom

Indemnified Parties. The Parties reserve their right to vary or rescind the rights, granted by or under this Note to any Person who is not a Party, at any time and in any way whatsoever, without notice to or consent of that Person, including any Synatom Indemnified Party.

Section 6.8 No Agency or Partnership.

Nothing contained in this Note makes or constitutes any Party, or any of its directors, officers or employees, the representative, agent, principal, partner, joint venturer, employer, employee of any other Party. It is understood that no Party has the capacity to make commitments of any kind or incur obligations or liabilities binding upon any other Party.

Section 6.9 Expenses.

Except as otherwise expressly provided in this Note, each Party will pay for its own costs and expenses incurred in connection with this Note and the transactions contemplated by it. The fees and expenses referred to in this Section are those which are incurred in connection with the negotiation, preparation, execution and performance of this Note, and the transactions contemplated by this Note, including the fees and expenses of legal counsel, investment advisers and accountants.

Section 6.10 Amendments.

This Note may only be amended, supplemented or otherwise modified by written agreement signed by all of the Parties.

Section 6.11 Waiver.

- (1) No waiver of any of the provisions of this Note will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Note will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.
- (2) If a Party waives compliance with any of the conditions, obligations or covenants contained in this Note, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

Section 6.12 Entire Agreement.

This Note, together with the Ancillary Agreements, constitutes the entire agreement between the Parties with respect to the transactions contemplated by this Note and supersedes all prior agreements, understandings, negotiations and

discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Note, except as specifically set forth in this Note and the Ancillary Agreements. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Note, except as set out herein or in the Ancillary Agreements. For greater certainty, notwithstanding the foregoing, each of the Ancillary Agreements remains in full force and effect subject to the terms thereof.

Section 6.13 Successors and Assigns.

- (1) This Note becomes effective only when executed by all of the Parties. After that time, it is binding on and enures to the benefit of the Parties and their respective heirs, administrators, executors, legal personal representatives, successors and permitted assigns.
- (2) Except as otherwise provided in this Note, neither this Note nor any of the rights or obligations under this Note are assignable or transferable by the Corporation or Powertech USA without the prior written consent of the Holder. Moreover, except as otherwise provided in this Note, neither this Note nor any of the rights or obligations under this Note are assignable or transferable by the Holder without the prior written consent of the Corporation, such consent not to be unreasonably withheld or delayed, provided that the Holder may without such consent, assign all or part of its rights and obligations under this Note, without reducing its own obligations hereunder, to any of its Affiliates.

Section 6.14 Further Assurances.

The Parties agree to execute and deliver such further and other papers, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, and do and perform and cause to be done and performed, such further and other acts and things that may be necessary or desirable in order to give full effect to this Note and every part thereof.

Section 6.15 Severability.

If any provision of this Note is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Note and the remaining provisions will remain in full force and effect.

Section 6.16 Governing Law.

This Note shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the non-exclusive

jurisdiction of the courts of the Province of British Columbia with respect to any matters arising out of this Agreement and waive objection to the venue of any proceeding in such courts or that such courts provide an inconvenient forum.

Section 6.17 Counterparts.

This Note may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together will be deemed to constitute one and the same instrument. The Party sending the facsimile transmission will also deliver the original signed counterpart to the other Party, however, failure to deliver the original signed counterpart shall not invalidate this Note.

Section 6.18 Authorship.

The Parties to this Agreement waive the application to this Agreement of any laws or rule of construction providing that ambiguities in any agreement or other document shall be construed against the Party drafting such agreement or other document.

Section 6.19 Non-Merger.

Except as otherwise expressly provided in this Note, the covenants, representations and warranties shall not merge on and shall survive the closing of the transactions contemplated in this Note. Notwithstanding the closing of the transactions contemplated in this Note or any investigation made by or on behalf of any Party, the covenants, representations and warranties shall continue in full force and effect. The closing of the transactions contemplated in this Note shall not prejudice any right of one Party against any other Party in respect of anything done or omitted under this Note or in respect of any right to damages or other remedies.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF the Parties have executed this Note as of the date first written above.

POWERTECH URANIUM CORP.

By: _____
Authorized Signing Officer

**SOCIÉTÉ BELGE DE
COMBUSTIBLES NUCLÉAIRES
SYNATOM SA**

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

SCHEDULE 1.1 DEFINED TERMS

"Affiliate" or **"affiliate"** means, unless otherwise specified, an affiliate within the meaning of Section 1.2 of National Instrument 45-106 *Prospectus and Registration Exemptions*.

"Ancillary Agreements" means, collectively, the Refinancing Agreement, the Unsecured Guaranty Agreement and the Termination, Voting and Lock-up Agreement.

"Business Day" means any day of the year, other than a Saturday, a Sunday or any day on which banks are required or authorized to close in Vancouver, British Columbia or Brussels, Belgium.

"Change of Control" means that there is a change in the person that can exercise control of the Corporation or Powertech USA, as the case may be, where "control" means the possession of the power, in law or in fact, to direct or cause the direction of the management and policies of a corporation whether through legal and beneficial ownership of a majority of voting securities of such corporation, by agreement or otherwise.

"Common Shares" means the common shares in the capital of the Corporation, and shall, where the context permits, include (i) any securities into which such common shares may be converted, reclassified, redesignated, subdivided, consolidated or otherwise changed; (ii) any securities of the Corporation or of any other Person received by the holders of such common shares as a result of any merger, amalgamation, reorganization, arrangement or other similar transaction involving the Corporation; and (iii) any securities of the Corporation which are received by any one or more Persons as a stock dividend or distribution on or in respect of such common shares.

"Common Share Repayment" has the meaning specified in Section 4.1(1).

"Common Share Repayment Notice" has the meaning specified in Section 4.2.

"Conversion Price" means the greater of: (i) the 20 day volume weighted average price of the Common Shares on the TSX for the period ending two Business Days prior to the Maturity Date or the prepayment date, as applicable, subject to adjustment as provided in Section 4.4 hereof, less a 15% discount; and (ii) \$0.60.

"Corporation" means Powertech Uranium Corp., a corporation organized under the laws of British Columbia.

"Damages" means any losses, liabilities, damages or expenses (including legal fees and expenses) whether resulting from an action, suit, proceeding, arbitration, claim

or demand that is instituted or asserted by a third party, including a Governmental Entity, or a cause, matter, thing, act, omission or state of facts not involving a third party.

“Dewey-Burdock Project Permits” means the permits set out in Appendix 1.1(A).

“Event of Default” has the meaning specified in Section 5.1.

“GAAP” means generally accepted accounting principles as set out in the Canadian Institute of Chartered Accountants Handbook-Accounting, at the relevant time applied on a consistent basis.

“Governmental Entity” means (i) any international, multinational, national, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision or authority of any of the above; (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, and includes any Securities Regulatory Authority.

“Holder” means Société Belge de Combustibles Nucléaires Synatom SA, a corporation organized under the laws of Belgium and registered with the register of legal entities at Brussels under number BE 0406820671.

“Indian Springs” means Indian Springs Land and Cattle Co., LLC.

“Laws” means applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, statutory rules, principles of common and civil law and equity, terms and conditions of any grant of approval, permission, orders, decrees, rules, regulations and municipal by-laws, whether domestic, foreign or international; (ii) judicial, arbitral, administrative, ministerial, departmental and regulatory judgments, orders, writs, injunctions, decisions, rulings, authority, licence, decrees and awards of any Governmental Entity (including the Securities Regulatory Authorities); and (iii) policies, practices and guidelines of any Governmental Entity (including the Securities Regulatory Authorities), which, although not actually having the force of law, are considered by such Governmental Entity as requiring compliance as if having the force of law, in each case binding on or affecting the Person, or the assets of the Person, referred to in the context in which such word is used, and the term “applicable” with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority (including the Securities Regulatory Authorities) having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities, in each case as such Laws may be amended from time to time.

“Leases” means the leases in specified in Appendix 1.1(B).

“Lien” means any mortgage, charge, pledge, hypothecation, security interest, assignment, encumbrance, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition that in substance secures payment or performance of an obligation.

“Loan Party” means any Person other than the Holder that has executed and delivered an Ancillary Agreement.

“Material Adverse Effect” means any effect that when considered either individually or in the aggregate (i) is materially adverse or is reasonably likely to be materially adverse to the properties, assets, liabilities, obligations (whether absolute, accrued, conditional or otherwise), businesses, affairs, condition (financial or otherwise), operations, results of operations or prospects of the Corporation or its subsidiaries, taken as a whole; or (ii) will, or would reasonably be expected to, prevent or materially impair the ability of the Parties to consummate the transactions contemplated hereby.

“Maturity Date” means the earlier of the date that is: (i) six (6) months after the date on which the last of the Dewey-Burdock Project Permits is obtained, and (ii) two (2) years from the date hereof.

“Note” means this unsecured non-interest bearing promissory note between the Corporation and the Holder.

“Notice” has the meaning specified in Section 6.4.

“Outstanding Amount” means any and all amounts that remain unpaid and outstanding from time to time under this Note.

“Party” means a party to this Note and any other Person who may become a party to this Note.

“Permitted Common Share Prepayment” has the meaning specified in Section 4.1(1).

“Permitted Debt” means (i) financing leases or purchase money obligations in an aggregate amount not to exceed \$250,000, (ii) unsecured trade payables and other liabilities incurred in the ordinary course of business, (iii) corporate credit card arrangements subject to an aggregate limit of \$100,000, and (iv) other indebtedness consented to in writing by the Holder.

“Permitted Liens” means, in respect of any Person, any one or more of the following:

- (i) Liens for taxes, assessments or governmental charges or levies which are not delinquent or the validity of which is being contested at the time by the Person in good faith by proper legal proceedings if, in the Holder's opinion, acting reasonably, adequate provision has been made for their payment;
- (ii) Inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of construction, maintenance, repair or operation of assets of the Person, provided that such Liens are related to obligations not due or delinquent, are not registered against title to any assets of the Person and in respect of which adequate holdbacks are being maintained as required by applicable law or such Liens are being contested in good faith by appropriate proceedings and in respect of which there has been set aside a reserve (segregated to the extent required by GAAP) in an adequate amount and provided further that such Liens do not, in the Holder's opinion, acting reasonably, reduce the value of the asset against which such Liens have arisen or materially interfere with the use of such assets in the operation of the business of the Person;
- (iii) Easements, rights-of-way, servitudes, restrictions and similar rights in real property comprised in the assets of the Person or interests therein granted or reserved to other Persons, provided that such rights do not, in the Holder's opinion, acting reasonably, reduce the value of the assets against which such rights have been granted or reserved or materially interfere with the use of such assets in the operation of the business of the Person and further provided that such rights do not relate to any defect in title, royalty or encumbrance, to the Corporation's mineral projects, including the Centennial, Indian Springs and Dewey-Burdock projects;
- (iv) The reservations, limitations, provisos and conditions, if any, expressed in any original grant from the Her Majesty Queen Elizabeth II or her predecessors of any real property located in Canada or any interest therein, provided they do not, in the Holder's opinion, acting reasonably, reduce the value of the real property against which they are registered or materially interfere with the use of such real property in the operation of the business of the Person;
- (v) Liens given to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in connection with the operation of the business or the ownership of the assets of the Person, provided that such Liens do not, in the Holder's opinion, acting reasonably, reduce the value of any asset of the Person or materially interfere with the use of any such asset in the operation of the business of the Person;
- (vi) Servicing agreements, development agreements, site plan agreements, and other agreements with Governmental Entities pertaining to the use or

- development of any of the real property of the Person, provided same are complied with and do not in the Holder's opinion, acting reasonably, reduce the value of the subject real property or materially interfere with the use of the real property in the operation of the business of the Person including, without limitation, any obligations to deliver letters of credit and other security as required;
- (vii) Applicable municipal and other governmental restrictions, including municipal by-laws and regulations, affecting the use of land or the nature of any structures which may be erected thereon, provided such restrictions have been complied with and do not in the Holder's opinion, acting reasonably, reduce the value of any real property of the Person or materially interfere with the use of the real property in the operation of the business of the Person;
 - (viii) In the case of property located outside the United States, the right reserved to or vested in any Governmental Entity by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of the Person, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof, and in the case of property located within the United States, the paramount title of the United States;
 - (x) Any Lien securing a purchase money obligation, provided that (i) no such Lien affects any property other than the property acquired by the incurring of such purchase money obligation, and (ii) such Lien does not secure an amount in excess of the original purchase price of such property, less repayments made from time to time;
 - (xi) The mortgage made by Powertech USA in favour of Elston Bros. Realty Co., LLC in respect of certain mineral interests located in Custer County, South Dakota to secure the payment of the principal amount of \$1,600,000 owing by Powertech USA to Elston Bros. Realty Co., LLC;
 - (xii) The mortgage made by Powertech USA in favour of Richard E. Elston in respect of certain mineral interests located in Custer County, South Dakota to secure the payment of the principal amount of \$850,000 owing by Powertech USA to Richard E. Elston; and
 - (xiii) The Special Warranty Uranium Deed Subject to Condition Subsequent granted to Anadarko Land Corp. ("**Anadarko**") in connection with the Purchase and Sale Agreement, dated September 27, 2006, between Anadarko and the Corporation.

“Person” means a natural person, partnership, limited partnership, limited liability partnership, limited liability company, unlimited liability company, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

“Powertech USA” means Powertech (USA), Inc., a corporation organized under the laws of South Dakota.

“Refinancing Agreement” means the refinancing agreement dated February 4, 2011 among the Corporation, Powertech USA, Indian Springs and the Holder.

“Securities Regulatory Authorities” means collectively, the provincial and territorial securities regulatory authority in each of the provinces and territories of Canada, and the TSX.

“Synatom Indemnified Parties” has the meaning ascribed thereto in Section 6.2.

“Taxes” has the meaning specified in Section 6.1.

“Unsecured Guaranty Agreement” means the unsecured guaranty agreement made by Powertech USA in favour of the Holder, dated as of the date hereof.

“Termination, Voting and Lock-up Agreement” means the Termination, Voting and Lock-up Agreement among the Holder, the Corporation, Powertech USA and Indian Springs dated as of the date hereof.

“TSX” means the Toronto Stock Exchange.

“US Subsidiaries” means Powertech USA and Indian Springs.

APPENDIX 1.1(A)

DEWEY-BURDOCK PROJECT PERMITS

	Permit	Agency	Authority	Applicability
1.	Radioactive Source Material & By-Product Material License	U.S. Nuclear Regulatory Commission (NRC)	Atomic Energy Act of 1954, as amended, 10 C.F.R Part 40	Required for recovery, processing, possession, transfer and disposal of uranium source and by-product materials.
2.	National Environmental Policy Act (NEPA) (If and when required by law.)	Likely U.S. Nuclear Regulatory Commission	42 U.S.C. §4321 et seq.	Commence and proceed with NEPA process. (if and when required by law.) NEPA requires preparation of an Environmental Impact Statement (EIS) as a prerequisite for “major Federal actions,” such as EPA’s issuance of UIC permit(s). EIS preparation can take 12-24 months, and sometimes longer.
3.	Underground Injection Control (UIC) Permit	U.S. Environmental Protection Agency	Part C of the Safe Drinking Water Act (SDWA) (Pub. L. 93-523, as amended; 42 U.S.C. 300h et seq.); 40 C.F.R. Part 144	Required for Class III, wells, wells which inject for extraction of minerals, including In situ production of uranium or other metals; this category includes only in-situ production from ore bodies which have not been conventionally mined.
4.	Aquifer Exemption Under Safe Drinking Water Act	U.S. Environmental Protection Agency	40 C.F.R. Parts 144, 146	Required for in-situ mining.

5.	Underground Injection Control Permit for Class III Injection Wells	South Dakota Department of Environment and Natural Resources, Board of Water Management	ARSD 74:55	Required for in-situ mining; mirrors EPA requirements. The SD UIC permit review by the Water Management Board suffices for the UIC portion of the Large Scale Mine Permit but must be approved 90 days prior to the approval of the Large Scale Mine Permit. However, the application for the Large Scale Mine Permit can be submitted for review while the SD UIC permit review is being conducted.
6.	Unique and Special Lands Permit	South Dakota Department of Environment and Natural Resources	South Dakota Mined Land Reclamation Act; Chapter 45-6B-33	Determination of whether lands intended for mining are unique, special or critical required prior to submittal of application for mining.
7.	Large Scale Mine Permit	South Dakota Department of Environment and Natural Resources, Board of Minerals and Environment	South Dakota Mined Land Reclamation Act; Chapter 45-6B; ARSD 74:29	Required for uranium in-situ mining.
8.	State Water Board Groundwater Discharge Permit	South Dakota Department of Environment and Natural Resources, Board of Water Management	SDCL 34A-2; ARSD 74:54	Required for land application of waste water, falling film evaporator (closed evaporator), and pond evaporation
9.	National Pollution Discharge Elimination System Permit (NPDES)	South Dakota Department of Environment and Natural Resources, Board of Water Management	ARSD 74:52	NPDES permits would be required for (1) land application of water, and/or (2) pond evaporation of water.

APPENDIX 1.1(B)
LEASES

Each of the mining leases as more particularly described under the heading "Mining Leases" in each of the attached.

SCHEDULE 2.1(2)(d)
FORM OF UNSECURED GUARANTEE

See attached.

UNSECURED GUARANTY AGREEMENT

This unsecured guaranty agreement (the "**Guaranty**"), made effective as of the day of _____, 2011 (the "**Effective Date**"), is by Powertech (USA), Inc., a South Dakota corporation (the "**Guarantor**"), for and on behalf of Powertech Uranium Corp., a corporation organized and existing under the laws of British Columbia, Canada ("**Powertech Uranium**"), in favor of Société Belge de Combustibles Nucléaires Synatom SA, a société anonyme organized and existing under the laws of Belgium ("**Synatom**").

RECITALS

A. Powertech Uranium, the Guarantor, Indian Springs Land and Cattle Co., LLC ("**Indian Springs**") and Synatom entered into a refinancing agreement dated February 4, 2011 (the "**Refinancing Agreement**") providing for, among other things, the Refinancing (as defined below);

B. The shareholders' agreement among Synatom, Wallace M. Mays, the Wallace M. Mays 2006 Family Trust No. 1, Richard F. Clement, Jr., the Clement Family Limited Partnership, Thomas A. Doyle and Greg Burnett dated as of June 2, 2008 has been terminated by written agreement of the parties thereto;

C. The resolutions regarding the Refinancing were considered and passed by the shareholders of the Powertech Uranium (the "**Shareholders**") at a special meeting of Shareholders held on March 14, 2011 that was called for that purpose;

D. Powertech Uranium has completed an equity financing of CDN\$_____ by way of a preliminary short form prospectus and a (final) short form prospectus for the distribution of securities of Powertech Uranium to the public in certain provinces of Canada in accordance with applicable securities laws;

E. Pursuant to the Refinancing Agreement, among other things, on the Effective Date: (i) Powertech Uranium, the Guarantor, Indian Springs and Synatom entered into a Termination, Voting and Lock-up Agreement (as defined in the New Note as hereinafter defined) thereby terminating the Prior Agreements (as defined in the Termination, Voting and Lock-up Agreement); (ii) Powertech Uranium paid to or to the order of Synatom, the amount of CDN\$12,500,000; (iii) Powertech Uranium and Synatom entered into an unsecured non-interest bearing promissory note (the "**New Note**"), pursuant to which Powertech Uranium has agreed to repay to Synatom the amount of Seven Million Five Hundred Thousand Canadian Dollars (CDN\$7,500,000) (the "**Loan Amount**"); and (iv) the Guarantor has agreed to execute and deliver this Guaranty to Synatom (collectively, the "**Refinancing**");

F. the Guarantor is a wholly-owned subsidiary of Powertech Uranium and the Guarantor will derive substantial economic and other benefits as a result of Synatom and Powertech Uranium entering into the New Note;

G. It is a requirement under the Refinancing Agreement that the Guarantor execute and deliver this Guaranty to Synatom; and

H. In order to induce Synatom to enter into and to perform its obligations under the New Note, the Guarantor wishes to issue this Guaranty in favor of Synatom, guaranteeing payment and performance by Powertech Uranium of the Loan Amount, and all other debts, obligations and liabilities of Powertech Uranium that at any time or from time to time are due or otherwise accrue or become due or otherwise payable by Powertech Uranium to Synatom in any currency, however or wherever incurred, and whether incurred by Powertech Uranium alone or jointly with another or others, under or related to the this Guaranty, the New Note or any other documents or instruments referred to herein or therein or executed in connection herewith or therewith, including any amendments, modifications or extensions hereof or thereof, together with all expenses, costs and charges incurred by or on behalf of Synatom in connection with this Guaranty, the New Note or any other documents or instruments referred to herein or therein or executed in connection herewith or therewith, including amendments, modifications or extensions hereof or thereof, including all legal fees, court costs, receiver's or agent's remuneration and of taking, defending or participating in any action or proceeding in connection with any of the foregoing matters, whether or not directly relating to the enforcement of this Guaranty, the New Note or any other documents or instruments referred to herein or therein or executed in connection herewith or therewith (collectively, the "**Obligations**").

UNSECURED GUARANTY

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Guarantor undertakes in favor of Synatom as follows:

1. **Defined Terms.** Words, terms and phrases that begin with initial capital letters used, but not defined, in this Guaranty shall have the meanings ascribed to such words, terms and phrases in Schedule 1.1 the New Note. Unless expressly indicated otherwise, the rules of construction set forth in Section 1.6 of the New Note are incorporated in this Guaranty by reference as if fully set forth herein. In the event of a conflict in definitions between this Guaranty and the New Note, the meaning given in this Guaranty shall prevail over the meaning given in the New Note.

2. **Guaranty.** The Guarantor hereby absolutely, unconditionally and irrevocably guarantees the performance and payment of the Obligations from and after the Effective Date. The Guarantor agrees that immediately upon a failure by Powertech

Uranium in the payment or performance of its Obligations when due, the Guarantor will pay and perform such Obligations. Any amount payable under this Guaranty not paid when due, and any judgment for such an amount and interest thereon, shall bear interest at an annual rate equal to the prime rate of interest as published in *The Wall Street Journal* from time to time, plus five percentage points (5%), calculated on the basis of a year of three hundred sixty (360) days and the actual number of days elapsed, and compounded quarterly on the last Business Day of March, June, September and December, respectively.

3. **Nature of Guaranty.** This Guaranty is a guaranty of payment and performance and not of collection. All of the Guarantor's obligations hereunder will be paid and performed by the Guarantor without counterclaim, deduction, defense, deferment, reduction, or set-off. This Guaranty shall continue for as long as any Obligations remain outstanding. As between Synatom and the Guarantor, any amounts received by Synatom from whatever source on account of any Obligations (arising by whatever means) may be applied by Synatom toward the payment of any Obligations when due and payable, in such order of application as Synatom may from time to time elect, and, notwithstanding any performance or payments made by or for the account of the Guarantor pursuant to this Guaranty, the Guarantor will not be subrogated to any rights of Synatom until such time as Synatom shall have received performance and payment in full of all of the Obligations and performance of all obligations of the Guarantor hereunder. All payments of the Obligations under this Guaranty relating to the Loan Amount, including interest thereon, shall be made in lawful currency of Canada. Any payments under this Guaranty other than the Obligations related to the Loan Amount and any interest thereon shall be made in lawful currency of the United States. All payments of any kind under this Guaranty shall be made at the address of Synatom designated in the New Note. The Guarantor waives any right it may have in any jurisdiction to pay any Obligations under this Guaranty in a currency other than the lawful currency of Canada or the United States, as set forth in this Section 3.

4. **Representations and Warranties.** The Guarantor hereby represents and warrants as follows: (a) the delivery of this Guaranty by the Guarantor and the performance of its obligations under this Guaranty have been duly authorized by all necessary action on its part; (b) this Guaranty constitutes a legal, valid, and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with the terms hereof, subject to bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to any equitable remedies, to the discretion of the court before which proceedings to obtain such remedies may be pending; (c) this Guaranty is not in conflict with or is not limited by any other contract, agreement or arrangement, whether written or oral, to which the Guarantor is a party; and (d) there are no bankruptcy, insolvency, reorganization, receivership or other arrangement proceedings pending by or against the Guarantor or, to its knowledge, threatened against it.

5. **The Guarantor's Waivers.** The Guarantor waives: (a) separate notice of acceptance hereof; (b) separate notice of presentment for payment, demand, protest and notice thereof as to any instrument; (c) all other separate notice and demands to which the Guarantor might otherwise be entitled in respect of the Obligations; (d) any defense based upon any legal disability or other defense of Powertech Uranium, any other guarantor or other Person, or by reason of the cessation or limitation of the liability of Powertech Uranium from any cause other than full payment and performance of the Obligations; (e) any defense based upon any lack of authority of the officers, directors, partners or agents acting or purporting to act on behalf of Powertech Uranium or any principal of Powertech Uranium or any defect in the formation of Powertech Uranium or any principal of Powertech Uranium; (f) any and all rights and defenses arising out of an election or remedies by Synatom, even if that election of remedies, including a non-judicial foreclosure has destroyed the Guarantor's rights of subrogation and reimbursement against the Obligations; (g) any defense based upon Synatom's election, in any proceeding instituted under the Federal Bankruptcy Code (the "**Bankruptcy Code**"), of the application of Section 1111(b)(2) of the Bankruptcy Code or any successor statute; (h) any right of subrogation, any right to enforce any remedy which Synatom may have against Powertech Uranium and any right to participate in, or benefit from, any other security for the Obligations now or hereafter held by Synatom; and (i) all diligence in collection of or realization upon any payments on, or assurance of performance of, any of the Obligations or any obligation hereunder, or in collection on, realization upon, or protection of any security for, or guaranty of, any of the Obligations or any obligation hereunder.

6. **Bankruptcy of Powertech Uranium.** If all or any portion of the Obligations are paid or performed, the obligations of the Guarantor hereunder shall continue and shall be deemed revived and continue in full force and effect under this Guaranty in the event that all or any part of such payment or performance is avoided or recovered, directly or indirectly, from Synatom as a preference, fraudulent transfer or otherwise under the Bankruptcy Code or other similar laws, irrespective of (a) any notice of revocation given by the Guarantor prior to such avoidance or recovery, or (b) full payment and performance of the Obligations.

7. **Independent Obligation.** This Guaranty is independent of the Obligations. Synatom may bring a separate action to enforce the provisions of this Guaranty against the Guarantor without taking action against Powertech Uranium or any other party or joining Powertech Uranium or any other party as a party to such action.

8. **Notices.** All notices, approvals, requests, demands and other communications hereunder to be delivered to the Guarantor or Synatom and all notices, approvals requests, demands and other communications hereunder shall be delivered to the Guarantor and to Synatom at their respective addresses set forth in the New Note. All such notices shall be given in accordance with the notice provisions of the New Note.

9. **Integration, Assignment, Modification, Payment of Expenses.** This Guaranty, together with the Refinancing Agreement, the New Note and the Termination, Voting and Lock-up Agreement, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements between the Guarantor and Synatom. This Guaranty may not be assigned by the Guarantor without the prior written consent of Synatom, which consent may be withheld in the sole and absolute discretion of Synatom. As between the Guarantor and Synatom, Synatom may assign or otherwise transfer all or any portion of the right to receive performance of or payment upon any of the Obligations to any third party. Subject to the foregoing, this Guaranty shall be binding upon and shall inure to the benefit of the Guarantor and Synatom and their respective successors and assigns. This Guaranty may be amended or modified only by a writing signed by the Guarantor and Synatom. The Guarantor shall pay all of Synatom's expenses (including costs and expenses of litigation and reasonable attorneys' fees) in enforcing or endeavoring to realize upon this Guaranty. The unenforceability or invalidity of any provision of this Guaranty shall not affect the validity of the remainder of this Guaranty.

10. **Waiver.** The failure of Synatom to insist upon strict performance of any of the terms, conditions, agreements, or covenants in this Guaranty in any one or more instances shall not be deemed to be a waiver by Synatom of its rights to enforce thereafter any of such terms, conditions, agreements, or covenants of this Guaranty. Any waiver by Synatom of any of the terms, conditions, agreements, or covenants in this Guaranty must be in writing signed by Synatom.

11. **Law and Jurisdiction.** This Guaranty shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of South Dakota, without regard to South Dakota conflicts of laws principles that would require the application of the laws of any other jurisdiction. The Guarantor hereby consents to the exclusive jurisdiction of the federal courts of the United States located in Rapid City, South Dakota, and irrevocably agrees that all actions or proceedings arising out of or relating to this Guaranty may be litigated in such courts. THE GUARANTOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY SUCH ACTIONS, SUITS, PROCEEDINGS, CLAIMS OR COUNTERCLAIMS SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

12. **Time is of the Essence.** Time shall be of the essence with regard to the performance by the Guarantor of its obligations under this Guaranty.

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IN WITNESS WHEREOF, this Guaranty has been executed on the date below, but with effect as of the Effective Date.

WITNESS

GUARANTOR

POWERTECH (USA), INC.

Date:

By: _____
Title: _____
Date: _____