

POWERTECH URANIUM CORP.

and

POWERTECH (USA), INC.

and

SOCIÉTÉ BELGE DE COMBUSTIBLES NUCLÉAIRES SYNATOM SA

PRIVATE PLACEMENT AGREEMENT

June 2, 2008

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PRIVATE PLACEMENT AGREEMENT

Private Placement Agreement dated June 2, 2008 among Powertech Uranium Corp. (the “**Corporation**”), Powertech (USA), Inc. (“**Powertech USA**”) and Société Belge de Combustibles Nucléaires Synatom SA (the “**Purchaser**”).

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, 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 the 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
ISSUE AND SALE OF PURCHASED SECURITIES**

Section 2.1 Purchase and Sale.

Subject to the terms and conditions of this Agreement, at Closing the Corporation shall allot and issue to the Purchaser, free and clear of all Liens, and the Purchaser shall subscribe for and purchase from the Corporation, 6,000,000 Common Shares (the "**Purchased Shares**") for a purchase price of \$1.50 per Common Share, for an aggregate subscription price of \$9,000,000 (the "**Purchase Price**").

Section 2.2 Payment of the Purchase Price.

At the Closing, the Purchaser will pay the Purchase Price, to or to the order of the Corporation, by bank draft or wire transfer of immediately available funds.

**ARTICLE 3
ISSUE AND SALE OF WARRANTS**

Section 3.1 Issue and Sale of Warrants.

- (1) Subject to the terms and conditions of this Agreement, at Closing the Corporation shall issue to the Purchaser, for no additional consideration, free and clear of all Liens, 12,000,000 warrants to acquire Common Shares ("**Warrants**", and together with the Purchased Shares, the "**Purchased Securities**"). Each Warrant shall entitle the Purchaser to purchase one Common Share at a price of \$2.00 per Common Share, free and clear of all Liens, and such Warrants shall be issued by the Corporation to the Purchaser substantially in the form of the Warrants attached hereto as Schedule 3.1.
- (2) The Warrants may be exercised as follows:
 - (a) the first series of 6,000,000 Warrants (the "**First Series Warrants**") may be exercised at any time until the earlier of:

- (i) in the event that Permit Applications for both the Centennial and the Dewey-Burdock projects of the Company have been duly filed with the competent authorities, the date that is 10 days following receipt by the Purchaser of a written notice from the Company confirming the same; and
- (ii) the date that is 12 months following the Closing,

provided that, notwithstanding the foregoing, in no event shall the First Series Warrants expire prior to the date that is 6 months following the Closing; and

- (b) the second series of 6,000,000 Warrants (the “**Second Series Warrants**”) may be exercised at any time until the earlier of: (i) in the event that the Company has obtained all of the Required Permits to construct and operate either the Centennial or the Dewey-Burdock project, the date that is 10 days following receipt by the Purchaser of a written notice from the Company confirming the same; and (ii) the date that is 24 months following the Closing.
- (3) Any unexercised First Series Warrants will lapse, be void and of no further force and effect at the end of the period specified in Section 3.1(2)(a), and any unexercised Second Series Warrants will lapse, be void and of no further force and effect at the end of the period specified in Section 3.1(2)(b).
 - (4) The Purchaser shall only be permitted to transfer the Warrants to one or more of its Affiliates.
 - (5) The exercise of the Warrants shall be conditional on the approval of the Shareholder Resolution by the Shareholders, by a simple majority of the votes cast, at the Shareholder Meeting.

Section 3.2 Shareholder Meeting.

- (1) The Corporation hereby represents that its Board has approved this Agreement and the transactions contemplated hereby and has resolved to recommend that Shareholders vote for the Shareholder Resolution at the Shareholder Meeting.
- (2) As promptly as reasonably practicable after the execution and delivery of this Agreement, the Corporation shall, in consultation with the Purchaser (i) establish a record date for, duly call, give notice of, convene and hold the Shareholder Meeting at a date no later than July 15, 2008; and (ii) prepare the Circular, together with any other documents required by the charter documents and by-laws of the Corporation and applicable Laws in connection with the Shareholder Meeting. The Circular shall include, among other things, the recommendation of the Board as described in Section 3.2(1),

and shall otherwise be in form and substance satisfactory to the Purchaser 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) The Purchaser 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 3.2(2), 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) The Purchaser 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 the Purchaser) 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 the Purchaser's prior written consent, which consent will not be unreasonably withheld, except as required by applicable Laws. The Corporation shall keep the Purchaser updated with respect to proxy solicitation results as reasonably requested by the Purchaser.
- (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 Common Shares of which he or she is the beneficial owner in favour of the Shareholder Resolution.

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE CORPORATION**

Section 4.1 Representations and Warranties of the Corporation.

The Corporation represents and warrants as to those matters set forth in Schedule 4.1 and acknowledges and confirms that the Purchaser is relying upon such representations and warranties in connection with the purchase by it of the Purchased Securities.

**ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

Section 5.1 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants as to those matters set forth in Schedule 5.1 and acknowledges and confirms that the Corporation is relying on such representations and warranties in connection with the sale by it of the Purchased Securities.

**ARTICLE 6
COVENANTS OF THE PARTIES**

Section 6.1 Conduct of Business Prior to Closing.

During the Interim Period, the Corporation and Powertech USA will conduct the Business in the Ordinary Course and, without limitation to the generality of the foregoing, refrain from issuing any Common Shares (except insofar as required pursuant to Corporation Options outstanding on the date hereof) or other Securities, and from taking any action specified in Section 10.1, except with the prior written approval of the Purchaser.

Section 6.2 Access for Due Diligence.

- (1) During the Interim Period, the Corporation shall (i) upon reasonable notice, permit the Purchaser and its employees, agents, counsel, accountants or other representatives to have reasonable access during normal business hours to the premises of the Corporation and its subsidiaries, the Books and Records of the Corporation and its subsidiaries, and the senior personnel of the Corporation and its subsidiaries, so long as the access does not unduly interfere with the ordinary conduct of the Business; and (ii) furnish to the Purchaser or its employees, agents, counsel, accountants or other representatives, such financial and operating data and other information with respect to operations, properties, prospects and financial affairs of the Corporation, its subsidiaries and the Business, including (without limitation) with respect to:

- (a) the ownership, terms and conditions, validity and good standing of the various properties, mining rights and mineral interests that the Corporation and its subsidiaries purport to own; and
- (b) the operations, mineral reserves and resources, life of mine plans, permitting and prospects of the mining operations of the Corporation and its subsidiaries,

as the Purchaser from time to time reasonably requests.

- (2) No investigations made by or on behalf of the Purchaser, whether under this Section 6.2 or any other provision of this Agreement, shall have the effect of waiving, diminishing the scope of, or otherwise affecting any representation or warranty made in this Agreement.

Section 6.3 Confidentiality Agreement.

The Corporation and the Purchaser acknowledge having signed the Confidentiality Agreement and each of the Parties and Powertech USA agree to comply with such agreement in accordance with its terms.

Section 6.4 Actions to Satisfy Closing Conditions.

- (1) Subject to the terms and conditions of this Agreement, the Corporation shall take all such actions as are within its power to control and use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Schedule 7.1 including ensuring that during the Interim Period and at Closing, there is no breach of any of its representations and warranties.
- (2) Subject to the terms and conditions of this Agreement, the Purchaser shall take all such actions as are within its power to control and to use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Schedule 7.2 including ensuring that during the Interim Period and at Closing, there is no breach of any of its representations and warranties.

Section 6.5 Filings and Authorizations.

Each of the Corporation and the Purchaser, as promptly as practicable after the execution of this Agreement, will (i) make, or cause to be made, all filings and submissions under all Canadian and U.S. Laws applicable to it, that are required for it to consummate the allotment and issuance of the Purchased Securities and the transactions contemplated herein in accordance with the terms of this Agreement, including all filings and submissions required by the Securities Regulatory Authorities; (ii) use its best efforts to obtain, or cause to be obtained, all

Authorizations necessary or advisable to be obtained by it in order to consummate the allotment and issuance of the Purchased Securities and the transactions contemplated herein in accordance with the terms of this Agreement; and (iii) use its commercially reasonable efforts to take, or cause to be taken, all other actions necessary, proper or advisable in order for it to fulfil its obligations under this Agreement. The Corporation and the Purchaser will coordinate and cooperate in exchanging information and supplying assistance that is reasonably requested in connection with this Section including providing each other with advanced copies and reasonable opportunity to comment on all notices and information supplied to or filed with any Governmental Entity (including notices and information which the Corporation or the Purchaser, in each case acting reasonably, considers highly confidential and sensitive which may be provided on a confidential and privileged basis to outside counsel of the other Party), and all notices and correspondence received from any Governmental Entity. The Corporation and the Purchaser will keep each other reasonably informed, subject to applicable Laws, as to the status of all the proceedings of all filings, submissions, notices and information made, submitted or provided pursuant to this Section 6.5.

Section 6.6 Additional Covenants.

Subject to the terms and conditions of this Agreement, the Corporation and Powertech USA shall perform all obligations required or reasonably desirable to be performed by them under this Agreement, co-operate with the Purchaser in connection therewith, and do all such other acts and things as may be necessary or reasonably desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing, the Corporation and Powertech USA shall, in consultation with the Purchaser:

- (a) use commercially reasonable efforts to defend all lawsuits or other legal, regulatory or other proceedings to which it is a Party challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;
- (b) use commercially reasonable efforts to have lifted or rescinded any injunction or restraining order relating to the Corporation or other order which may adversely affect the ability of the Parties to consummate the transactions contemplated hereby; and
- (c) comply, in all material respects, promptly with all requirements which applicable Canadian and U.S. Laws may impose on the Corporation or Powertech USA with respect to the transactions contemplated hereby.

Section 6.7 Notice of Untrue Representation or Warranty.

The Corporation shall promptly notify the Purchaser, and the Purchaser shall promptly notify the Corporation, upon any representation or warranty made by it

contained in this Agreement becoming untrue or incorrect during the Interim Period and for the purposes of this Section 6.7 each representation and warranty shall be deemed to be given at and as of all times during the Interim Period. Any such notification shall set out particulars of the untrue or incorrect representation or warranty and details of any actions being taken by the Corporation or the Purchaser, as the case may be, to rectify that state of affairs.

Section 6.8 No Shop.

During the Interim Period, the Corporation shall continue to comply with Section 7 of the Confidentiality Agreement.

**ARTICLE 7
CONDITIONS OF CLOSING**

Section 7.1 Conditions for the Benefit of the Purchaser.

The Purchaser's obligation to subscribe for and purchase the Purchased Shares is subject to the conditions set forth in Schedule 7.1 being satisfied at or prior to Closing, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion.

Section 7.2 Conditions for the Benefit of the Corporation.

The Corporation's obligation to issue the Purchased Securities is subject to the conditions set forth in Schedule 7.2 being satisfied at or prior to Closing, which conditions are for the exclusive benefit of the Corporation and may be waived, in whole or in part, by the Corporation in its sole discretion.

**ARTICLE 8
CLOSING**

Section 8.1 Date, Time and Place of Closing.

The completion of the transaction of purchase and sale contemplated by this Agreement shall take place at the offices of Stikeman Elliott LLP, 199 Bay Street, Toronto, Ontario, Canada, M5L 1B9 at 11:00 a.m. (Toronto time) on the Closing Date or at such other place, on such other date and at such other time as may be agreed upon in writing between the Corporation and the Purchaser. Notwithstanding the location of the Closing, each party agrees that the Closing may be completed by the exchange of undertakings between the respective legal counsel for the parties, provided such undertakings are satisfactory to each party's respective legal counsel.

Section 8.2 Closing Procedures.

Subject to satisfaction or waiver by the relevant Party of the conditions of closing, at the Closing, the Corporation shall deliver a share certificate for the

Purchased Shares, and certificates for the Warrants, and upon such delivery the Purchaser shall pay or satisfy the Purchase Price in accordance with Section 2.2.

ARTICLE 9 TERMINATION

Section 9.1 Termination Rights.

This Agreement may, by notice in writing given prior to the Closing, be terminated:

- (a) by mutual consent of the Parties;
- (b) by the Purchaser if any of the conditions in Schedule 7.1 have not been satisfied at or prior to June 16, 2008 (or such later date as the Parties may have agreed in writing prior to June 16, 2008) and the Purchaser has not waived such condition at or prior to such date, or if any of said conditions are no longer satisfied on the Closing Date;
- (c) by the Corporation if any of the conditions in Schedule 7.2 have not been satisfied at or prior to June 16, 2008 (or such later date as the Parties may have agreed in writing prior to June 16, 2008) and the Corporation has not waived such condition at or prior to such date, or if any of said conditions are no longer satisfied on the Closing Date;
- (d) by the Purchaser, should there occur any Material Adverse Change;
- (e) by the Purchaser, if any Person (other than the Purchaser, any of its Affiliates or any other Person with which the Purchaser is acting in concert) announces, or announces its intention to make, a public take-over bid for all or part of the Common Shares, or if any Person acquires, or enters into any Contract to acquire, more than 20% of the Common Shares, calculated on a non-diluted basis; or
- (f) by either Party if there has been a material breach of any provision of this Agreement by the other Party and such breach has not been waived by the non-breaching Party.

Section 9.2 Termination Fees

- (1) Notwithstanding any other provision relating to the payment of fees, if the Purchaser shall have terminated this Agreement pursuant to Section 9.1(b), but only with respect to Sections (1), (2), (4), (5), (7), (8), (9) (other than as a result of the failure to obtain Belgium Minister of Energy Approval), (10) and (11) of Schedule 7.1, Section 9.1(d), Section 9.1(e), or Section 9.1(f) in the event of a material breach of any provision of this Agreement by the Corporation, then the Corporation shall pay to the Purchaser (or as it may direct), within

five Business Days of such termination, the amount of \$300,000 (the “**Expense Reimbursement Fee**”), by bank draft or wire transfer of immediately available funds to an account designated by the Purchaser.

- (2) The Corporation acknowledges that the agreements contained in this Section 9.2 are an integral part of this Agreement and that, without these agreements, the Purchaser would not enter into this Agreement. For greater certainty (i) the Corporation shall not be obligated to make more than one payment under Section 9.2(1) if one or more of the events specified therein occurs; and (ii) the obligations of the Corporation under this Section 9.2 shall survive the termination of this Agreement, regardless of the circumstances thereof.
- (3) Each Party’s right of termination under this Article 9, and in the case of the Purchaser, the right to receive any Expense Reimbursement Fee, is in addition to, and without prejudice to, any other rights and remedies it may have under this Agreement or otherwise at law or equity, and the exercise of a right of termination will not be an election of remedies. Nothing in this Article 9 limits or affects any other rights or causes of action any Party may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement.
- (4) The Parties acknowledge and agree that an award of money damages would be inadequate for any breach of this Agreement by any Party and any such breach would cause the non-breaching Party irreparable harm. Accordingly, the Parties agree that, in the event of any breach or threatened breach of this Agreement by one of the Parties, the non-breaching Party will also be entitled, without the requirement of posting a bond or other security, to such equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or equity to each of the Parties.

ARTICLE 10 NEGATIVE COVENANTS

Section 10.1 Negative Covenants.

The Corporation covenants that, from the date hereof until the later of:

- (a) in the event that not all of the First Series Warrants are exercised, the date of the termination of the remaining First Series Warrants;
- (b) in the event all of the First Series Warrants are exercised but not all of the Second Series Warrants are exercised, the date of the termination of the remaining Second Series Warrants; and

- (c) in the case referred to in Section 11.4, the date that is 30 days following the 30 day period specified in Section 11.4,

it shall not, without the prior written consent of the Purchaser:

- (i) (A) split, combine, classify or reclassify any of its outstanding Common Shares or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for, Common Shares or otherwise alter or amend any terms, conditions or rights of the Common Shares; (B) change or amend its authorized share capital; (C) issue any preferred shares; (D) change the size of the Board (except as otherwise expressly required pursuant to the terms of this Agreement); or (D) amend its charter documents or by-laws in any way that materially and adversely affects the rights of the Purchaser as a Shareholder and/or pursuant to its rights under this Agreement;
- (ii) make any capital expenditure or increase its indebtedness for borrowed money or make any loan or advance or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of any Person for any amount in the aggregate in excess of \$5,000,000;
- (iii) acquire or dispose of any significant block of mining properties or rights or interests therein that would indicate a change of policy or direction of the Corporation or Powertech USA;
- (iv) make any significant change to, or discontinuation of, any development plan regarding any uranium in-situ recovery project; or
- (v) authorize any merger, amalgamation, arrangement, share exchange, take-over bid, tender offer, recapitalization, consolidation or business combination directly or indirectly involving the Corporation or Powertech USA or the sale or other disposition of a substantial portion of the assets of the Corporation (including any shareholding in Powertech USA) or of Powertech USA.

ARTICLE 11 ANTI-DILUTION RIGHTS

Section 11.1 Notice of Proposed Issuances of Securities.

From the date hereof until the later of: (i) the date of exercise or expiry of all of the Second Series of Warrants; and (ii) the date that the Purchaser and/or its Affiliates own in the aggregate less than 15% of the issued and outstanding Common Shares, calculated on a non-diluted basis (the “**Pre-Emptive Rights Period**”), the Corporation shall give the Purchaser not less than 10 days prior written notice before issuing any Securities (each such notice as it relates to Securities, other than the proposed issuance of Corporation Option Shares, is referred to as a “**Proposed Securities Issue Notice**” and each such notice as it relates to the proposed issuance of Corporation Option Shares, is referred to as a “**Proposed Corporation Option Share Issue Notice**”). Each such Proposed Securities Issue Notice shall be given, among other reasons, to permit the Purchaser or its Affiliates to exercise all or part of the Warrants prior to the issuance of any Securities specified therein.

Section 11.2 Pre-emptive Rights re Securities

- (1) Each Proposed Securities Issue Notice must specify the terms and conditions of the offering, including (i) the total number of Securities proposed to be issued or sold (the “**Offered Securities**”); (ii) the rights, privileges, restrictions, terms and conditions of the Offered Securities; (iii) the consideration for each Offered Security; and (iv) the closing date.
- (2) Upon receipt of a Proposed Securities Issue Notice, the Purchaser shall have the right, exercisable for a period of 20 days by written notice to the Corporation, to subscribe for and purchase from the Corporation, for the same consideration as that for which the Offered Securities are proposed to be issued and sold (or the cash equivalent thereof) (and to the exclusion of any consideration the cash equivalent of which is not readily ascertainable), up to its Proportionate Interest of the Offered Securities. If the Purchaser fails to deliver any such notice within such period, then any right of the Purchaser to subscribe for any of the Offered Securities shall be extinguished.
- (3) For greater certainty, the pre-emptive rights of the Purchaser contained in this Section 11.2 shall only apply so long as the Purchaser and/or its Affiliates own in the aggregate not less than 15% of the issued and outstanding Common Shares, calculated on a non-diluted basis.

Section 11.3 Pre-emptive Rights re Corporation Option Shares

- (1) Each Proposed Corporation Option Share Issue Notice must specify the terms and conditions of the offering, including (i) the total number of Corporation Option Shares to be issued (the “**Offered Corporation Option Shares**”); and (ii) the closing date.

- (2) Upon receipt of a Proposed Corporation Option Share Issue Notice, the Purchaser shall have the right, exercisable for a period of 20 days by written notice to the Corporation, to subscribe for and purchase from the Corporation, at the Market Price, up to a number of Common Shares as is equal to its Proportionate Interest of the Offered Corporation Option Shares. If the Purchaser fails to deliver any such notice within such period, then any right of the Purchaser to subscribe for any additional Common Shares pursuant to this Section 11.3 shall be extinguished.
- (3) For greater certainty, the pre-emptive rights of the Purchaser contained in this Section 11.3 shall only apply so long as the Purchaser and/or its Affiliates own in the aggregate not less than 15% of the issued and outstanding Common Shares, calculated on a non-diluted basis.

Section 11.4 One-Time Pre-emptive Rights Following Exercise of All Warrants

- (1) Notwithstanding any other provision of this Agreement, if the Purchaser exercises all of the Warrants and at such time the Purchaser and its Affiliates in the aggregate shall own less than 33.34% of the Common Shares, calculated on a Fully Diluted Basis, then the Purchaser shall have the right, exercisable for a period of 30 days from the date when all Warrants have been exercised by written notice to the Corporation, to subscribe for and purchase from the Corporation, at the Market Price, up to a number of Common Shares as is necessary to increase the Purchaser's ownership of Common Shares (calculated together with Common Shares held by its Affiliates) to 33.34% of the Common Shares, calculated on a Fully Diluted Basis.
- (2) If the Purchaser fails to deliver any such notice within such period, then any right of the Purchaser to subscribe for any additional Common Shares pursuant to this Section 11.4 shall be extinguished.

Section 11.5 Closing Mechanics

Any completion of a transaction of purchase and sale of Securities pursuant to the provisions of Section 11.2(2), Section 11.3(2) or Section 11.4(1) shall occur at a time and place agreed to by the Corporation and the Purchaser, acting reasonably, but not later than 30 days following the Purchaser's notice pursuant to Sections 11.2(2), 11.3(2) or 11.4(1), as the case may be. At such closing, the Corporation shall issue and deliver to the Purchaser actual possession of the relevant Securities, free and clear of all Liens, against delivery by the Purchaser of a certified cheque, bank draft or wire transfer of immediately available funds in the full amount of the purchase price for the Securities, as applicable.

Section 11.6 Substitution

The Purchaser may at any time, by notice in writing to the Corporation, assign any of its pre-emptive rights under Sections 11.2, 11.3 and 11.4 with respect to any particular proposed issue of Securities to one or more of its Affiliates.

Section 11.7 Covenant of the Corporation

Notwithstanding any other provision of this Agreement, the Corporation covenants that, during the Pre-Emptive Rights Period:

- (a) if the Corporation proposes to issue any Securities (the “**Proposed Offering**”) and if, in connection therewith, Synatom has notified the Corporation that it intends to exercise any of its rights under this Article 11 (the “**Pre-Emptive Rights**”), then should the TSX require Shareholder approval of the Securities that would be issuable to Synatom pursuant to the exercise by Synatom of the Pre-Emptive Rights (the “**Proposed Synatom Offering**”), the Corporation shall submit to Shareholders for approval as one transaction both the Proposed Offering and the Proposed Synatom Offering, and thereafter the Corporation shall not proceed with the Proposed Offering unless and until both the Proposed Offering and the Proposed Synatom Offering are approved by Shareholders in accordance with applicable Law; and
- (b) without the prior written approval of Synatom, it shall not at any time issue any Securities to insiders (as defined in the TSX Company Manual) in a private placement (as defined in the TSX Company Manual) if to do so would cause the TSX to require the approval of Shareholders of the issuance of any Securities to Synatom in connection with the exercise by Synatom of any of its rights under Section 11.4.

ARTICLE 12 CERTAIN NEGATIVE AND OTHER COVENANTS AND CORPORATE GOVERNANCE RIGHTS

Section 12.1 Negative Covenants.

- (1) The Corporation and Powertech USA covenant that, from the date that the Purchaser and/or its Affiliates acquire not less than 30% of the issued and outstanding Common Shares, calculated on a non-diluted basis, and thereafter for so long as the Purchaser and/or its Affiliates own in the aggregate not less than such percentage of the issued and outstanding Common Shares, calculated on a non-diluted basis, neither the Corporation nor Powertech USA shall, without the prior approval of their respective boards of directors by not less than 75% of the votes cast by directors at a meeting duly called to consider such matter:

- (a) make any capital expenditure or increase its indebtedness for borrowed money or make any loan or advance or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of any Person for any amount in the aggregate in excess of \$5,000,000;
- (b) acquire or dispose of any significant block of mining properties or rights or interests therein that would indicate a change of policy or direction of the Corporation or Powertech USA;
- (c) make any significant change to, or discontinuation of, any development plan regarding any uranium in-situ recovery project; or
- (d) authorize any merger, amalgamation, arrangement, share exchange, take-over bid, tender offer, recapitalization, consolidation or business combination directly or indirectly involving the Corporation or Powertech USA or the sale or other disposition of a substantial portion of the assets of the Corporation (including any shareholding in Powertech USA) or of Powertech USA;
- (e) (i) alter or amend any terms, conditions or rights of any of its shares (including the Common Shares in the case of the Corporation); (ii) change or amend its authorized share capital; (iii) issue any preferred shares; or (iv) amend its charter documents or by-laws in any way that materially and adversely affects the rights of the Purchaser as a Shareholder and/or pursuant to its rights under this Agreement.

Section 12.2 Corporate Governance Rights

- (1) Subject to compliance with applicable Laws, and the constating documents of the Corporation and Powertech USA from and after the Closing Date and for so long as the Purchaser and/or its Affiliates own in the aggregate not less than 10% of the issued and outstanding Common Shares, calculated on a non-diluted basis, the Purchaser shall be entitled (but not obliged), at any time and from time to time, to nominate directors (each a "**Purchaser Representative**") to the board of directors of the Corporation and to the board of directors of Powertech USA in proportion to its then Proportionate Interest of Common Shares (the "**Proportionate Number of Directors**").
- (2) Where the calculation referred to in Section 12.2(1) results in the Proportionate Number of Directors not being a whole number, such Proportionate Number of Directors shall be rounded up to the nearest whole number where such calculation ends with a figure of .5 or greater and shall be rounded down to the nearest whole number where such calculation ends with a figure less than .5.
- (3) Each Purchaser Representative will be an individual who:

- (a) consents in writing to act as a director of the Corporation or Powertech USA, as applicable; and
 - (b) is not disqualified from acting as a director of the Corporation or Powertech USA, as applicable, under any applicable Law (except if such disqualification is based on the residency of such individual).
- (4) The Corporation and Powertech USA, as applicable, will compensate the Purchaser Representatives in a manner which is no less favourable than the manner in which they compensate their incumbent directors (excluding grants of stock options).
- (5) The Purchaser may give written notice to the Corporation and Powertech USA, as applicable, at any time and from time to time identifying the individuals the Purchaser intends to nominate as its Purchaser Representatives. In such event, the Corporation or Powertech USA, as applicable, shall within 10 Business Days following receipt of such notice, cause the individuals nominated as Purchaser Representatives to be elected or appointed to the Board or Powertech USA's board of directors, as applicable, in any manner permitted by Law and by the Corporation's or Powertech USA's constating documents, as applicable. Unless and until the Purchaser gives notice to the Corporation or Powertech USA, as applicable, as provided in this Section 12.2(5), nominating new individuals to replace incumbent Purchaser Representatives on the Board or Powertech USA's board of directors, as applicable, the Corporation or Powertech USA, as applicable, will continue to include the incumbent Purchaser Representatives among the management nominees for election to the Board or the board of directors of Powertech USA, as applicable, at each meeting of shareholders of the Corporation or Powertech USA, as applicable, at which directors are to be elected. If, at any time, the Purchaser ceases to be entitled to nominate a number of Purchaser Representatives equal to the number of incumbent Purchaser Representatives, the Purchaser will promptly procure the resignation of such number of incumbent Purchaser Representatives as exceeds the Purchaser's entitlement hereunder.

Section 12.3 Audit Committee Representation.

For so long as the Purchaser is entitled to nominate at least one Purchaser Representative to the Board, the Purchaser shall be entitled (but not obliged), at any time and from time to time, to nominate, a Purchaser Representative selected by the Purchaser to the audit committee of the Corporation and of Powertech USA, provided that such Purchaser Representative is an individual who meets the applicable criteria as to independence and financial literacy as set forth in Multilateral Instrument 52-110 - *Audit Committees* and the charter of the audit committee of the Corporation or Powertech USA, as the case may be.

Section 12.4 Project Development Representation.

For so long as the Purchaser is entitled to nominate at least one Purchaser Representative to the Board, the Purchaser shall be entitled (but not obliged), at any time and from time to time, at its own expense, to second one engineer to the Corporation or Powertech USA, or both, to fully participate in the development of projects undertaken by the Corporation or Powertech USA, as applicable.

Section 12.5 Post-Closing Covenant.

Each of the Corporation and Powertech USA covenant to use their respective best efforts to undertake and complete the matters specified in Section 12.5 of the Corporation Disclosure Letter as soon as reasonably practical following Closing in a manner that minimizes the adverse tax consequences thereof to the Corporation and Powertech USA, as applicable, and otherwise in form and substance satisfactory to the Purchaser and its advisors, acting reasonably.

ARTICLE 13 DIVIDENDS

Section 13.1 Dividends

The Corporation hereby represents that its Board has approved the following statement of policy, which policy shall be reviewed on an annual basis, as to the payment of dividends:

- (a) the Corporation will seek to achieve and maintain a net cash flow covering projected costs for two years forward and, as of the date such net cash flow is achieved, will thereafter distribute 40% of its net income as dividends.

ARTICLE 14 REGISTRATION RIGHTS

Section 14.1 Registration Rights.

- (1) Subject to the provisions of this Section 14.1, the Purchaser, and any Affiliate of the Purchaser to whom the Purchaser transfers any of (i) the Purchased Securities; or (ii) Securities acquired by the Purchaser or any of its Affiliates pursuant to the exercise of the Warrants or the provisions of Article 11 of this Agreement (the "**Demand Holder**") may, at any time, make a written demand to the Corporation to file a Prospectus under Applicable Securities Laws in respect of all or part of its Registrable Securities (a "**Demand Registration**"). All demands made pursuant to this Article 14 shall specify, or provide an estimate, as applicable, of the aggregate amount of Registrable

Securities to be qualified for distribution at such Demand Holder's request and shall also specify the intended methods of disposition thereof. The Corporation shall cooperate in a timely manner in connection with such disposition and the procedures in Schedule 14.1 shall apply. For greater certainty, the Demand Registration rights of the Purchaser and its Affiliates contained in this Section 14.1 shall only apply so long as the Purchaser and/or its Affiliates own in the aggregate not less than 9% of the issued and outstanding Common Shares, calculated on a non-diluted basis.

- (2) Notwithstanding any other provisions of this Article 14, in no event shall more than two Demand Registrations occur during any calendar year.
- (3) If any offering pursuant to a Demand Registration involves an Underwritten Offering, the Demand Holder will have the right to select the lead underwriter or underwriters of the Underwritten Offering.
- (4) The Corporation shall be entitled to postpone (but not more than once in any twelve month period), for a reasonable period of time, not in excess of 20 Business Days, the filing of a Prospectus filed with Canadian securities regulatory authorities if the Corporation delivers to the Demand Holder a certificate signed by two senior officers of the Corporation certifying that, in the good faith judgment of the Board, the filing of such Prospectus and offering would reasonably be expected to materially adversely affect or materially interfere with any bona fide material financing of the Corporation or any material transaction under consideration by the Corporation or would require disclosure of material information that has not been disclosed to the public, the premature disclosure of which would materially adversely affect the Corporation. Such certificate shall contain a statement of the reasons for such postponement and an approximation of the anticipated delay. If the Corporation shall so postpone the filing of a Prospectus filed with Canadian securities regulatory authorities, the Demand Holder shall have the right to withdraw the request for registration by giving written notice to the Corporation, and in the event of such withdrawal, such request shall not be counted for purposes of the number of Demand Registrations to which the Demand Holder is entitled to make annually pursuant to the terms of Section 14.1(2).
- (5) Whenever the Corporation shall effect a Demand Registration pursuant to this Section 14.1 in connection with an Underwritten Offering, no securities other than Registrable Securities shall be included among the securities covered by such Demand Registration unless the lead underwriter of such offering shall have advised each holder of Registrable Securities requesting such registration in writing that it believes that the inclusion of such other securities would not adversely affect such offering.

- (6) Notwithstanding any other provision of this Agreement, the Demand Holder shall have the right to withdraw a request for registration (in the event of an Underwritten Offering, such withdrawal may only be made prior to the date on which the Corporation enters into a binding underwriting agreement in connection with the Underwritten Offering) due to a decline in the trading price of the Common Shares on the TSX or other stock exchange on which the Common Shares are then listed, or as a result of other concerns regarding the state of the financial markets generally, by delivering notice in writing to that effect to the Corporation, and in the event of such withdrawal, such request shall be deemed not to have been delivered and such request shall not be counted for purposes of the number of Demand Registrations to which the Demand Holder is entitled to make annually pursuant to the terms of Section 14.1(2).

ARTICLE 15 OPTION TO PURCHASE URANIUM

Section 15.1 Option to Purchase Uranium

- (1) Following the date hereof, upon the Purchaser and/or its Affiliates acquiring in the aggregate not less than 15% of the issued and outstanding Common Shares, calculated on a non-diluted basis, and thereafter for so long as the Purchaser and/or its Affiliates own in the aggregate not less than such percentage of the issued and outstanding Common Shares:
- (a) the Corporation shall give prompt written notice to the Purchaser of any uranium sold by the Corporation or Powertech USA to any other Person (a “**Uranium Sale Notice**”). The Uranium Sale Notice must specify the quantities, qualities, selling prices, timing and delivery terms (the “**Third Party Uranium Sale Price**”) of the uranium sold and all other material terms of the uranium sale that was made; and
 - (b) upon receipt of a Uranium Sale Notice, the Purchaser shall have the option, exercisable for a period of 60 days from the date of the receipt by it of a Uranium Sale Notice, to purchase from the Corporation or Powertech USA, as applicable, an amount of uranium equal to the Specified Percentage at the Third Party Uranium Sale Price. The completion of such purchase and sale of uranium shall take place at such time, place, and in such manner of delivery, as may be agreed upon in writing between the Corporation or Powertech USA, as applicable, and the Purchaser, and in any event shall occur no later than 15 days following notice by the Purchaser of its exercise of its right to purchase such uranium or the scheduled date(s) of delivery to the relevant third party, whichever is later.

ARTICLE 16 INDEMNIFICATION

Section 16.1 Survival.

- (1) The representations and warranties contained in this Agreement and the certificates to be delivered pursuant to Paragraph (1) of Schedule 7.1 and Paragraph (1) of Schedule 7.2 will survive the Closing and continue in full force and effect for a period of two years after the Closing Date, except that:
 - (a) the representations and warranties set out in Paragraphs (7), (8), and (9) of Schedule 4.1 (the “**Specified Sections of Schedule 4.1**”) and the corresponding representations and warranties set out in the certificates to be delivered pursuant to Paragraph (1) of Schedule 7.1 and Paragraph (1) of Schedule 7.2 will survive and continue in full force and effect without limitation of time; and
 - (b) any representation and warranty involving fraud or fraudulent misrepresentation by the Party giving that representation and warranty will survive and continue in full force and effect without limitation of time.
- (2) No Party has any obligation or liability with respect to any representation or warranty made by such Party in this Agreement or the certificates to be delivered pursuant to Paragraph (1) of Schedule 7.1 and Paragraph (1) of Schedule 7.2 after the end of the applicable time period specified in Section 16.1(1) except for claims relating to the representations and warranties that the Party has been notified of prior to the end of the applicable time period.

Section 16.2 No Effect of Knowledge.

The right to indemnification or other remedy of any Party based on the representations, warranties, covenants and obligations contained in this Agreement and the certificates to be delivered pursuant to Paragraph (1) of Schedule 7.1 and Paragraph (1) of Schedule 7.2, exists notwithstanding the Closing and notwithstanding any investigation or knowledge acquired prior to the Closing.

Section 16.3 Indemnification in Favour of the Purchaser.

- (1) The Corporation and Powertech USA will jointly and severally indemnify and save harmless the Purchaser and its respective shareholders, directors, officers, employees, agents and representatives harmless of and from, and will pay for, any Damages suffered by, imposed upon or asserted against it or any of them as a result of, in respect of, connected with, or arising out of, under, or pursuant to:

- (a) any breach or inaccuracy of any representation or warranty given by the Corporation and Powertech USA contained in this Agreement or the certificate to be delivered pursuant to Paragraph (1) of Section 7.1; and
 - (b) any failure of the Corporation and Powertech USA to perform or fulfil any of its covenants or obligations under this Agreement.
- (2) The right to indemnification under Section 16.3(1)(b) exists notwithstanding Section 16.1 and notwithstanding any representation and warranty in Schedule 4.1.
 - (3) Any right to indemnification in favour of the Purchaser shall be exercised in accordance with the procedures set forth in Schedule 16.

Section 16.4 Indemnification in Favour of the Corporation.

- (1) The Purchaser will indemnify and save the Corporation and its shareholders, directors, officers, employees, agents and representatives harmless of and from, and will pay for, any Damages suffered by, imposed upon or asserted against it or any of them as a result of, in respect of, connected with, or arising out of, under or pursuant to:
 - (a) any breach or inaccuracy of any representation or warranty given by the Purchaser contained in this Agreement, or the certificate to be delivered pursuant Paragraph (1) of Schedule 7.2; and
 - (b) any failure of the Purchaser to perform or fulfil any of its covenants or obligations under this Agreement.
- (2) The right to indemnification under Section 16.4(1)(b) exists notwithstanding Section 16.1 and notwithstanding any representation and warranty in Schedule 5.1.
- (3) Any right to indemnification in favour of the Corporation shall be exercised in accordance with the procedures set forth in Schedule 16.

**ARTICLE 17
ARBITRATION**

Section 17.1 Settling Disputes.

Subject to Section 17.3, if any dispute, claim, question or difference arises with respect to this Agreement or its performance, enforcement, breach, termination or validity (a “**Dispute**”), the Parties will use their reasonable efforts to attempt to settle the Dispute.

Section 17.2 Arbitration.

Subject to Section 17.3, except as is expressly provided in this Agreement, if the Parties do not reach a solution pursuant to Section 17.1 within a period of 15 Business Days following the first notice of the Dispute by any Party to the other, then upon written notice by any Party to the other, the Dispute shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. The arbitration shall take place in Vancouver, British Columbia and the arbitration proceedings will be conducted in English.

Section 17.3 Arbitration Does Not Apply.

Section 17.1 and Section 17.2 do not apply to Third Party Claims which will be resolved in the manner set forth in Schedule 16, nor to remedies for injunction or specific performance.

**ARTICLE 18
MISCELLANEOUS**

Section 18.1 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 the Purchaser at:

Avenue Ariane 7, 1200
Brussels, Belgium
Attention: Manager, Fuel Supply Department
Telephone: 32 2 505 07 30
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: William Braithwaite and Donald Belovich
Telephone: 416-869-5654 / 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

- (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 18.2 Time of the Essence.

Time shall be of the essence of this Agreement.

Section 18.3 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 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 18.4 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 or, if applicable, their respective Affiliates. No Person, other than the Parties and such Affiliates, is 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 at any time and in any way whatsoever, if any, granted by or under this Agreement to any Person who is not a Party or an Affiliate of any Party, without notice to or consent of that Person.

Section 18.5 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, 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 18.6 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 18.7 Amendments.

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

Section 18.8 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 18.9 Entire Agreement.

This Agreement, together with the Confidentiality Agreement, the Shareholders' Agreement and the Voting 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, including the Memorandum of Understanding, which is hereby terminated, null, void and of no further force and effect, without prejudice to any rights of the Parties arising from any prior breach thereof. 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, the Shareholders' Agreement and the Voting Agreement. 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 Shareholders' Agreement and the Voting Agreement.

Section 18.10 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) Except as otherwise provided in this Agreement, neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by the Corporation or Powertech USA without the prior written consent of the Purchaser, nor by the Purchaser without the prior written consent of the Corporation, provided that the Purchaser may, without such consent, assign all or part of its rights and obligations under this Agreement, without reducing its own obligations hereunder, to any of its Affiliates.

Section 18.11 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 Agreement and every part thereof.

Section 18.12 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 18.13 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.

Section 18.14 Counterparts.

This Agreement 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 Agreement

Section 18.15 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 Agreement 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: "Thomas Doyle"
Authorized Signing Officer

POWERTECH (USA), INC.

By: "Thomas Doyle"
Authorized Signing Officer

**SOCIÉTÉ BELGE DE COMBUSTIBLES
NUCLÉAIRES SYNATOM SA**

By: "Robert Leclère"
Authorized Signing Officer

By: "signed"
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 private placement 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.

"Assets" means all property and assets of the Corporation and Powertech USA of every nature and kind and wheresoever situated.

"Authorization" means, with respect to any Person, any order, permit, approval, consent, waiver, clearance, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.

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

"Books and Records" means all information in any form relating to the Business, including books of account, financial and accounting information and records, personnel records, tax records, sales and purchase records, customer and supplier lists, lists of potential customers, referral sources, research and development reports and records, production reports and records, equipment logs, operating guides and manuals, business reports, plans and projections, marketing and advertising materials and all other documents, files, correspondence and other information (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices).

"Business" means the exploration and development of uranium properties as currently conducted by the Corporation and its subsidiaries, as well as the operation of subsequent in situ uranium recovery projects.

"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 transactions of issue and sale contemplated in Section 2.1 and Section 3.1 of this Agreement.

"Closing Date" means the fifth Business Day following the fulfillment (or waiver, if applicable) of the last of the conditions in Article 7, provided that such conditions have been fulfilled (or waived, if applicable) on or before June 16, 2008, or such later date as the Parties may agree in writing prior to June 16, 2008.

"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.

"Competition Act" means the Canadian Competition Act, R.S.C. 1985, c. C-34 as amended.

"Confidentiality Agreement" means the confidentiality agreement entered into between the Corporation and the Purchaser, dated February 22, 2008.

"Contract" means any agreement, contract, licence, undertaking, engagement or commitment of any nature, written or oral.

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

"Corporation Disclosure Letter" means the letter of even date herewith delivered by the Corporation to the Purchaser, in a form accepted by and initialled on behalf of the Purchaser, with respect to certain matters in this Agreement.

"Corporation Mining Rights" has the meaning specified in Paragraph (17) of Schedule 4.1.

"Corporation Options" mean options to acquire Common Shares issued under the Corporation Option Plan.

"Corporation Option Plan" means the Corporation's 2006 Stock Option Plan.

"Corporation Option Shares" means Common Shares issued upon the exercise of Corporation Options.

“Corporate Records” means the corporate records of the Corporation and Powertech USA, including (i) all constating documents and by-laws; (ii) all minutes of meetings and resolutions of shareholders and directors (and any committees); and (iii) the share certificate books, securities register, register of transfers and register of directors.

“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.

“Demand Holder” has the meaning specified in Section 14.1(1).

“Demand Registration” has the meaning specified in Section 14.1(1).

“Direct Claim” means any cause, matter, thing, act, omission or state of facts not involving a Third Party Claim which entitles an Indemnified Person to make a claim for indemnification under this Agreement.

“Dispute” has the meaning specified in Section 17.1.

“Distribution” means a distribution of Common Shares to the public by way of a Prospectus under Applicable Securities Laws in any applicable jurisdiction in Canada.

“Distribution Expenses” means any and all fees and expenses incidental to the Corporation’s performance of, or compliance with, the terms of a Demand Registration, including, without limitation (i) the fees and expenses of qualifying the Registrable Securities; (ii) listing and filing fees of securities regulators and stock exchanges; (iii) fees and expenses of compliance with Applicable Securities Laws; (iv) printing and copying expenses; (v) courier and delivery expenses; (vi) expenses incurred in connection with any marketing and road show; (vii) the fees and disbursements of counsel for the Corporation, including any local counsel, as applicable; (viii) fees and disbursements of all independent public accountants (including the expenses of any audit or “comfort” letters) and fees and expenses of any other special experts retained by the Corporation; and (ix) any other fees and expenses of the underwriters, other than Selling Expenses, customarily paid by issuers or sellers of securities.

“Environmental Laws” has the meaning specified in Paragraph (20) of Schedule 4.1.

“Expense Reimbursement Fee” has the meaning specified in Section 9.2(1).

“First Series Warrants” has the meaning specified in Section 3.1(2).

“Fully Diluted Basis” means taking into account the issued and outstanding Common Shares and assuming conversion to or exercise for Common Shares of all outstanding Securities.

“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.

“Hazardous Materials” has the meaning specified in Paragraph (20) of Schedule 4.1.

“Indemnified Person” means a Person with indemnification rights or benefits under Section 16.3 or Section 16.4, or otherwise under this Agreement.

“Indemnifying Party” means a Party against which a claim may be made for indemnification under this Agreement, including pursuant to Article 16.

“Inspectors” has the meaning specified in Schedule 14.1.

“Interim Period” means the period between the close of business on the date of this Agreement and the Closing.

“Investment Canada Act” means the Canadian Investment Canada Act, R.S.,1985, c.28 (1st supp.), as amended.

“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.

“Lien” means (i) any mortgage, charge, pledge, hypothecation, security interest, assignment by way of security, encumbrance, lien (statutory or otherwise), hire purchase agreement, conditional sale agreement, deposit arrangement, title retention agreement or arrangement; (ii) any trust arrangement; (iii) any arrangement which creates a right of set-off out of the ordinary course of business; (iv) any option, warrant, right or privilege capable of becoming a Transfer; or (v) any agreement to grant any such rights or interests.

“Market Price” means the volume weighted average trading price of the Common Shares on the TSX, or if the Common Shares are not traded on the TSX, on such other stock exchange or public market on which the Common Shares are then listed and traded, calculated by dividing the total value by the total volume of the Common Shares traded for the five trading days immediately preceding the relevant date.

“Material Adverse Change” means any change, effect, event, development, occurrence or set of circumstances, individually or in the aggregate (i) that 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.

“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.

“Memorandum of Understanding” means the Memorandum of Understanding between the Corporation and the Purchaser dated March 19, 2008.

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

“Notice” has the meaning specified in Section 18.1.

“Offered Corporation Option Shares” has the meaning specified in Section 11.3.

“Offered Securities” has the meaning specified in Section 11.2.

“Ordinary Course” means, with respect to an action taken by a Person, that such action is consistent with the past practices of the Person and is taken in the ordinary course of the normal day-to-day operations of the Person.

“Parties” means the Corporation, Powertech USA and the Purchaser and any other Person who may become a party to this Agreement.

“Permit Applications” means the applications for those permits specified in Schedule 1.1(A).

“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., corporation organized under the laws of South Dakota.

“Pre-Emptive Rights” has the meaning specified in Section 11.7;

“Pre-Emptive Rights Period” has the meaning specified in Section 11.1.

“Proportionate Interest” mean the Purchaser’s rateable ownership of Common Shares, expressed as a percentage, which percentage is determined by dividing the number of Common Shares owned, or over which control or direction is exercised, by the Purchaser and its Affiliates, or in respect of which they have given notice of exercise of Warrants or any pre-emptive rights under Article 11, by the total number of Common Shares then outstanding, in each case calculated on a non-diluted basis.

“Proportionate Number of Directors” has the meaning specified in Section 12.2.

“Proposed Corporation Option Share Issue Notice” has the meaning specified in Section 11.1.

“Proposed Offering” has the meaning specified in Section 11.7;

“Proposed Securities Issue Notice” has the meaning specified in Section 11.1.

“Proposed Synatom Offering” has the meaning specified in Section 11.7;

“Prospectus” means collectively a “preliminary prospectus” and a “prospectus” as those terms are used under Applicable Securities Laws.

“Public Record” means information which has been publicly filed at www.SEDAR.com by the Corporation pursuant to a requirement under Applicable Securities Laws.

“Purchased Securities” has the meaning specified in Section 3.1(1).

“Purchased Shares” has the meaning specified in Section 2.1.

“Purchase Price” has the meaning specified in Section 2.1.

“Purchaser” 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.

“Purchaser Representative” has the meaning specified in Section 12.2.

“Registrable Securities” means the Common Shares issued to or held, directly or indirectly, by the Purchaser (or its Affiliates to whom Purchased Securities are issued or transferred); provided that as to any particular Registrable Securities, such securities will cease to be Registrable Securities when they have been distributed to the public pursuant to a Distribution or sold to the public through a broker, dealer, or market maker in compliance with Applicable Securities Laws; provided further that for purposes of this Agreement, a Person will be deemed to be the holder of Registrable Securities, and the Registrable Securities will be deemed to be in existence, whenever such Person has the right to acquire such Registrable Securities (upon conversion or exercise or otherwise, but disregarding any restrictions or limitations upon exercise of such right), whether or not the acquisition has actually been effected, and such Person will be entitled to exercise the rights of a holder of Registrable Securities hereunder.

“Required Permits” means those permits specified in Schedule 1.1(B).

“Second Series Warrants” has the meaning specified in Section 3.1(2).

“Securities” means collectively Common Shares and all preferred shares, debentures, options, warrants, convertible bonds, convertible securities, financial instrument or other rights exercisable or convertible for Common Shares.

“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.

“Selling Expenses” means any and all underwriting and sales commissions and fees and disbursements of counsel for the Purchaser (or its Affiliates to whom Purchased Securities are transferred).

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

“Shareholder Resolution” means the ordinary resolution to be considered by the Shareholders at the Shareholder Meeting approving (i) the issuance, effectiveness, terms and conditions and exercise of the Warrants; (ii) the pre-emptive rights of the Purchaser contained in Section 11.2(2), Section 11.3(2) and Section 11.4(1), such resolution to be in form and substance satisfactory to the Corporation and the Purchaser, acting reasonably.

“Shareholders” means holders of Common Shares.

“Shareholders’ Agreement” means the shareholders’ agreement dated as of the date hereof among the Purchaser, 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.

“Specified Percentage” means a fraction equal to $x / (1-x)$, where x is equal to the Proportionate Interest.

“Specified Sections of Schedule 4.1” has the meaning specified in Section 16.1.

“Third Party Claim” means any action, suit, proceeding, arbitration, claim or demand that is instituted or asserted by a third party, including a Governmental Entity, against an Indemnified Person which entitles the Indemnified Person to make a claim for indemnification under this Agreement.

“Third Party Uranium Sale Price” has the meaning specified in Section 15.1(1).

“TSX” means the Toronto Stock Exchange.

“Underwritten Offering” means a sale of Common Shares to an underwriter for reoffering to the public or a sale of Common Shares by an underwriter as agent on behalf of the seller in each case pursuant to a Prospectus filed with the relevant Securities Regulatory Authorities.

“Uranium Sale Notice” has the meaning specified in Section 15.1(1).

“Voting Agreement” means the voting agreement dated as of the date hereof among the Purchaser, the Corporation, 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.

“Warrants” has the meaning specified in Section 3.1(1).

**SCHEDULE 1.1(A)
PERMIT APPLICATIONS**

CENTENNIAL PROJECT

	Permit	Agency	Authority	Applicability
1.	Radioactive Materials License	Colorado Department of Public Health & Environment, Radiation Control Division	C.R.S. § 25-11-101 et seq; 6 CCR 1007-1	License to receive title to, receive, possess, use, transfer, or deliver source and byproduct materials, to operate uranium and thorium processing facilities and for the disposition of the resulting byproduct material.
2.	National Environmental Policy Act (NEPA) (If and when required by law.)	Likely U.S. Environmental Protection Agency	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.	Class III 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, 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.	Class I 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 I wells for deep well disposal.
6.	Exploration/Prospecting Permit (if not already filed)	Colorado Department of Natural Resources, Division of Reclamation, Mining, and Safety	C.R.S. § 34-32-101 et seq	Required for uranium in-situ mining.
7.	Section 112D Mining and Reclamation Permit	Colorado Department of Natural Resources, Division of Reclamation, Mining & Safety	C.R.S. § 34-32-101 et seq	Required for any mining activity that disturbs more than 2 acres or extracts more than 70,000 tons/year of mineral and/or overburden.
8.	National Pollution Discharge Elimination System (NPDES) Permit	Colorado Department of Public Health & Environment, Water Quality Control Division	Colorado Water Quality Control Act as amended, and in particular sections 25-8-501 through 505, C.R.S., as amended	NPDES permits would be required for (1) land application of water, and/or (2) pond evaporation of water.

DEWEY-BURDOCK PROJECT

	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.

**SCHEDULE 1.1(B)
REQUIRED PERMITS**

CENTENNIAL PROJECT

PRIMARY PERMITS

	Permit	Agency	Authority	Applicability
1.	Radioactive Materials License	Colorado Department of Public Health & Environment, Radiation Control Division	C.R.S. § 25-11-101 et seq; 6 CCR 1007-1	License to receive title to, receive, possess, use, transfer, or deliver source and byproduct materials, to operate uranium and thorium processing facilities and for the disposition of the resulting byproduct material.
2.	National Environmental Policy Act (NEPA) (If and when required by law.)	Likely U.S. Environmental Protection Agency	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.	Class III 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, 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	U.S. Environmental	40 C.F.R. Parts	Required for in-situ mining.

	Under Safe Drinking Water Act	Protection Agency	144, 146	
5.	Class I 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 I wells for deep well disposal.
6.	Exploration/Prospecting Permit (if not already filed)	Colorado Department of Natural Resources, Division of Reclamation, Mining, and Safety	C.R.S. § 34-32-101 et seq	Required for uranium in-situ mining.
7.	Section 112D Mining and Reclamation Permit	Colorado Department of Natural Resources, Division of Reclamation, Mining & Safety	C.R.S. § 34-32-101 et seq	Required for any mining activity that disturbs more than 2 acres or extracts more than 70,000 tons/year of mineral and/or overburden.
8.	National Pollution Discharge Elimination System (NPDES) Permit	Colorado Department of Public Health & Environment, Water Quality Control Division	Colorado Water Quality Control Act as amended, and in particular sections 25-8-501 through 505, C.R.S., as amended	NPDES permits would be required for (1) land application of water, and/or (2) pond evaporation of water.
9.	Use by Special Review Permit (Special Land Use Review)	Weld County Planning and Zoning	Weld County Code, Chapter 23	Special Land Use Review is required for industrial/mining operations.

SECONDARY PERMITS (applications to be prepared and submitted after Primary Permits; this is not intended to necessarily be a complete list of secondary permits because operational decisions made in the future may dictate the need for one or more additional secondary permits).

	Permit	Agency	Authority	Applicability
1.	Approvals Necessary for Water Supply Plan	Water Court and the Colorado State Engineer's Office	C.R.S. Title 37, Article 90	Dependant on project design, required for (1) deep well disposal; (2) land application of water; (3) falling film evaporator (closed evaporator); and (4) pond evaporation of water.
2.	Water Well Permits	Colorado State Engineer's Office	C.R.S. Title 36, Article 90	Dependant on project design, required for (1) deep well disposal; (2) land application of water; (3) falling film evaporator (closed evaporator); and (4) pond evaporation of water.
3.	Stormwater Discharge Permit	Colorado Department of Public Health and Environment, Water Quality Control Division	C.R.S. § 25-8-501 et seq.; 5 CCR 1002-61	Discharge of industrial stormwater, either directly to surface waters or indirectly through municipal storm sewers, must be covered by a permit.
4.	OSHA ID	U.S. Department of Labor, Occupational Safety & Health Administration (OSHA)	Occupational Safety & Health Act of 1970, as amended	Requires ID number and approved procedures and training plan.
5.	Dam Safety Permit or Design Approval for Impoundment	Colorado State Engineer's Office	C.R.S. Title 37, Article 87; 2 CCR 402-1	Required for pond evaporation of water.
6.	Building/Construction Permit	Weld County Department of Planning Services	Weld County Code, Chapter 29	Required for all structures; grading.
7.	Flood Hazard	Weld County Department of	Weld County Code,	Required to ensure plans conform to County flood

	Development Permit	Planning Services	Chapter 23	control/floodplain management requirements.
8.	Sewage Disposal Permit	Weld County Department of Health	Weld County Code, Chapter 30	Permit required; forms available.
9.	Highway Access/Engineering Permit	Weld County Department of Public Works	Weld County Code, Chapter 8	Required to evaluate the impact of development on county roads and bridges; will likely require a Traffic Impact Study.
10.	Right-of-Way/Construction Inspection Permit	Weld County Department of Public Works	Weld County Code, Chapter 8	Required to evaluate construction activities within rights-of-way.
11.	Hazardous Waste Certification/Inventory Statement	Weld County	Weld County Code	Statement required; forms available.
12.	Environmental Planning	Weld County	Weld County Code	Required for review of proposed commercial developments, including discharge permits under authority of CDPHE, well permits under the authority of DOW.
13.	Air Quality Construction Permit and Title V Air Quality Operating Permit	Colorado Department of Public Health & Environment, Air Quality Control Division	C.R.S. § 25-7-101 et seq	Dependant on project design, state air permits may be required for construction and operation of (1) process facilities; (2) land application of water; (3) falling film evaporator (closed evaporator); and (4) pond evaporation of water.

DEWEY-BURDOCK PROJECT

PRIMARY 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.

SECONDARY PERMITS (applications to be prepared and submitted after Primary Permits; this is not intended to necessarily be a complete list of secondary permits because operation decisions made in the future may dictate the need for one or more additional secondary permits.

	Permit	Agency	Authority	Applicability
1.	State Water Rights Permit	South Dakota Department of Environment and Natural Resources, Board of Water Management	SDCL 46-1; SDCL 46-5	Dependant on project design, required for (1) deep well disposal; (2) land application of water; (3) falling film evaporator (closed evaporator); and (4) pond evaporation of water.
2.	Stormwater Discharge Permit	South Dakota Department of Environment and Natural Resources, Surface Water Quality Program	ARSD 74:52	Required for all industrial facilities.
3.	OSHA ID	U.S. Department of Labor, Occupational Safety & Health Administration (OSHA)	Occupational Safety & Health Act of 1970, as amended	Requires ID number and approved procedures and training plan.
4.	Building/Construction Permit	Fall River County and/or Custer County		Required for all new construction.
5.	Road Use/Grading Permit	Fall River County and/or Custer County		Required for road improvements.
6.	Wastewater Disposal Permit	Fall River County and/or Custer County		Required for septic system/leach field.
7.	Air Quality Construction Permit and Title V Air Quality Operating Permit	South Dakota Department of Environment and Natural Resources, Air Quality Program	SDCL 34A-1; ARSD 74:36	Dependant on project design, state air permits may be required for construction and operation of (1) process facilities; (2) land application of water; (3) falling film evaporator (closed evaporator); and (4) pond evaporation of water.

**SCHEDULE 3.1
FORM OF WARRANTS**

See attached.

SCHEDULE 4.1
REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

Except as set forth in the Corporation Disclosure Letter:

Corporate Matters

- (1) The Corporation and its subsidiaries are corporations incorporated and existing under the Laws of their jurisdictions of incorporation and each has the corporate power to own and operate its property, carry on its business and enter into and perform their obligations under this Agreement.
- (2) The execution and delivery of, and performance by the Corporation and Powertech USA of, this Agreement have been duly authorized by all necessary corporate action on the part of the Corporation and Powertech USA, as applicable.
- (3) The execution and delivery of and performance by the Corporation and Powertech USA of this Agreement:
 - (a) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any Person to exercise any rights under, any of the terms or provisions of their respective constating documents or by-laws;
 - (b) do not and will not (or would not with the giving of notice, the lapse of time or the happening or any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any Person to exercise any rights under, any of the terms or provisions of any Contract, lease or instrument to which the Corporation or Powertech USA is a party or pursuant to which any of its assets or property may be affected;
 - (c) do not and will not result in a breach of, or cause the termination or revocation of, any Authorization held by the Corporation or Powertech USA or necessary to the operation of the Business; and
 - (d) do not and will not result in the violation of any Law, except where such violation would not reasonably be expected to result in a Material Adverse Effect on the Corporation.
- (4) This Agreement has been duly executed and delivered by the Corporation and Powertech USA and constitute legal, valid and binding agreements of

- each of them enforceable against them in accordance with its terms, subject to any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (5) Except for (i) the approval of the Shareholders of the Shareholder Resolution at the Shareholder Meeting; (ii) the approval of the TSX, (iii) the filing of exempt distribution reports; and (iv) the approvals, if any, required by any Governmental Entity in Belgium, no filing with, notice to, or Authorization of, any Governmental Entity is required on the part of the Corporation or Powertech USA as a condition to the lawful completion of the transactions contemplated by this Agreement.
 - (6) There is no requirement to obtain any consent, approval or waiver of a party under any Contract, lease or instrument that the Corporation or Powertech USA is a party to, to the completion of the transactions contemplated by this Agreement.
 - (7) The authorized capital of the Corporation consists of an unlimited number of Common Shares and an unlimited number of preferred shares. As at the date hereof (i) there are 49,429,020 Common Shares and no preferred shares (and no more) issued and are outstanding as fully paid and non assessable, (ii) 6,075,000 Corporation Options (and no more) outstanding; and (iii) at the Closing Date, except for Corporation Option Shares issued after the date hereof and prior to the Closing Date, 55,429,020 Common Shares (including the Purchased Shares) and no preferred shares (and no more) shall have been duly issued and shall be outstanding as fully paid and non-assessable.
 - (8) Except for the Purchaser's right under this Agreement and pursuant to Corporation Options, no Person has any written or oral agreement, option or warrant or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming such for the purchase or acquisition from the Corporation of any Securities.
 - (9) The Purchased Securities, when issued in accordance with the provisions of this Agreement, shall be duly authorized, fully paid and non-assessable and the Purchaser will have good and valid title to the Purchased Securities, free and clear of all Liens.
 - (10) The Corporate Records are, in all material respects, complete and accurate and all corporate proceedings and actions reflected in the Corporate Records

have been conducted or taken in compliance with all applicable Laws and with the articles and by-laws of the Corporation. Without limiting the generality of the foregoing (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation; (ii) the minute books contain all resolutions passed by the directors and shareholders (and committees, if any) and all such resolutions were properly passed; and (iii) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be.

- (11) The Corporation has no subsidiaries other than Powertech USA and holds no shares or other ownership, equity or proprietary interests in any other Person.

Securities Law Matters

- (12) The Corporation has complied with Applicable Securities Laws in connection with the offer, sale and issuance of the Purchased Securities.
- (13) The Corporation is currently in compliance with all Applicable Securities Laws and the rules and requirements of the TSX, including without limitation the requirements to publicly disclose any material fact or material change as required pursuant thereto, except where failing to be in compliance would not reasonably be expected to result in a Material Adverse Effect on the Corporation.

Matters Relating to the Assets

- (14) The Corporation and its subsidiaries own all of the properties and assets that they purport to own, and as reflected in the Public Record, including all the properties and assets reflected as being owned by the Corporation and its subsidiaries in their respective financial Books and Records, in each case free and clear of all Liens.
- (15) No Person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase or other acquisition from the Corporation of any of the Assets or any interest therein.

Litigation

- (16) There is no claim, grievance, action, proceeding or investigation pending or, to the knowledge of the Corporation, threatened against or relating to the Corporation or any of its subsidiaries or affecting any of their properties or assets before any Governmental Entity that, if adversely determined, would

reasonably be expected to result in a Material Adverse Change. To the knowledge of the Corporation, neither the Corporation, nor any of its subsidiaries is subject to any outstanding order, writ, injunction or decree that has had or is reasonably likely to result in a Material Adverse Change.

Title to Mining Properties

- (17) Each of the Corporation and its subsidiaries has good title (whether in fee simple or equivalent or by means of a lease or other arrangement (collectively, the “**Corporation Mining Rights**”)), free and clear of any title defect, royalty or encumbrance, to its mineral projects, including the Centennial, Indian Springs and Dewey-Burdock projects. To the best of the knowledge of the Corporation, there are no conflicting mining claims that could constitute a material defect in the Corporation’s or its subsidiaries’ title to any of the Corporation Mining Rights. To the best of the knowledge of the Corporation, there are no pending or, threatened, suits, claims, actions, proceedings or investigations of any nature affecting the Corporation Mining Rights. To the best of the knowledge of the Corporation, there are no material restrictions on the use, transfer or ability to otherwise exploit any such Corporation Mining Rights, except as required by applicable Laws or the terms of the Corporation Mining Rights. Neither the Corporation, any subsidiary nor any other party has received notice from any Governmental Entity or any other Person of any proposal or intention to withdraw, revoke, amend or terminate any of the Corporation Mining Rights or has any reason to believe that any such withdrawal, revocation, amendment or termination is pending or threatened or will occur in the future and all material obligations in respect of the Corporation Mining Rights have been complied with at all times, and no action, claim, demand, dispute or liability in respect of the same is outstanding or, to the knowledge of the Corporation, threatened.

Competition Act (Canada)

- (18) Neither the value of the assets in Canada of the Corporation and its subsidiaries, nor the gross revenues from sales in or from Canada generated by those assets, all as determined in the manner prescribed in the Competition Act and the Notifiable Transactions Regulations including section 14 thereof, exceeds \$50 million.

Investment Canada Act

- (19) Neither the Corporation nor its subsidiaries engage in any of the activities of a business described in subsection 14.1(5) of the Investment Canada Act. The book value of the assets of the Corporation and its subsidiaries, calculated in

accordance with the Investment Canada Act and the regulations thereto, as at March 31, 2008, is under \$295 million.

Compliance with Environmental Laws

- (20) To the best of the knowledge of the Corporation, except as could not individually or in the aggregate reasonably be expected to have a Material Adverse Effect on the Corporation (i) each of the Corporation and its subsidiaries is not in violation of any applicable Law relating to pollution or occupational health and safety, the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including laws relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "Hazardous Materials") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "Environmental Laws"); (ii) there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, information requests, claims, Liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws against the Corporation and its subsidiaries; (iii) there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up, remediation or other response actions, or any action, suit or proceeding by any private party or governmental body or agency, against or affecting the Corporation and its subsidiaries relating to Hazardous Materials or any Environmental Laws; and (iv) each of the Corporation and its subsidiaries is not the subject of any international, foreign, federal, provincial, municipal or private action, suit, litigation, grievance, arbitration proceeding, governmental proceeding, investigation or claim involving a demand for damages or other potential liability with respect to violations of Environmental Laws.

Financial Statements

- (21) The Corporation's audited consolidated financial statements for the year ending March 31, 2007 and its interim consolidated financial statements for the period ending December 31, 2007, both as filed in the System for Electronic Document Analysis and Retrieval (SEDAR), present a true and fair view of the consolidated assets, liabilities, shareholders' equity, results of operations and cash-flows of the Corporation as of March 31, 2007 and as of December 31, 2007, respectively, under Canadian generally accepted accounting principles.
- (22) Except as specifically disclosed in the Corporation Disclosure Letter, since December 31, 2007, no Material Adverse Change has occurred, and no

material loss contingency has arisen for which a loss reserve should be established or increased under Canadian generally accepted accounting principles.

SCHEDULE 5.1
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Corporate Matters

- (1) The Purchaser is a corporation incorporated and existing under the laws of Belgium and has the corporate power and authority to enter into and perform its obligations under this Agreement.
- (2) The execution and delivery of, and performance by the Purchaser of, this Agreement has been duly authorized by all necessary corporate action on the part of the Purchaser.
- (3) The execution and delivery of, and performance by the Purchaser of, this Agreement do not and will not result in the violation of any Law.
- (4) This Agreement have been duly executed and delivered by the Purchaser and constitute legal, valid and binding agreements of the Purchaser, enforceable against it in accordance with its terms, subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

Securities Law Matters

- (5) The Purchaser acknowledges that the Purchased Securities are being offered on a "private placement" basis and are listed and quoted for trading on the facilities of the TSX.
- (6) The Purchaser is an "accredited investor" for the purposes of NI 45-106 - *Prospectus and Registration Exemptions*.
- (7) The Purchaser has been independently advised as to and is aware of the resale restrictions under Applicable Securities Laws with respect to the Common Shares.
- (8) The certificates representing the Common Shares and any Common Share issued pursuant to the exercise of, prior to the expiration of the applicable hold period with respect to, the First Series Warrants or the Second Series Warrants, as the case may be, or ownership statements issued under a direct registration system or other electronic book-entry system, will bear a legend in accordance with Applicable Securities Laws substantially in the form of the following legend:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ● [NTD: INSERT THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE].”

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE LISTED ON THE TORONTO STOCK EXCHANGE BUT CANNOT BE TRADED THROUGH THE FACILITIES OF THE EXCHANGE SINCE THEY ARE NOT FREELY TRANSFERABLE AND CONSEQUENTLY ANY CERTIFICATE REPRESENTING SUCH SECURITIES IS NOT “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON THE TORONTO STOCK EXCHANGE.”

- (9) The Purchaser is at arm’s-length, within the meaning of the policies of the TSX, with the Corporation.
- (10) The Purchaser acknowledges that the Corporation is required to file a report of trade with all applicable Securities Regulatory Authorities containing personal information about the Purchaser.

SCHEDULE 7.1
CONDITIONS FOR THE BENEFIT OF THE PURCHASER

- (1) **Truth of Representations and Warranties.** The representations and warranties of the Corporation contained in this Agreement shall have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date and the Corporation shall have executed and delivered a certificate of a senior officer to that effect. Upon the delivery of such certificate, the representations and warranties of the Corporation in this Agreement shall be deemed to have been made on and as of the Closing Date with the same force and effect as if made on and as of such date.
- (2) **Performance of Covenants.** The Corporation shall have fulfilled or complied with all covenants contained in this Agreement to be fulfilled or complied with by it at or prior to the Closing, and the Corporation shall have executed and delivered a certificate of a senior officer to that effect.
- (3) **Due Diligence.** The Purchaser shall have been satisfied, in its sole discretion, with the results of its due diligence investigations of the operation, properties, prospects and financial affairs of the Corporation and its subsidiaries.
- (4) **TSX Approval.** The Purchaser shall have been provided with evidence satisfactory to it, acting reasonably, that the TSX shall have approved the issuance to the Purchaser of the Purchased Securities and the pre-emptive rights of the Purchaser contained in Section 11.2(2), Section 11.3(2) and Section 11.4(1).
- (5) **Securities Laws.** The issuance of the Purchased Securities is exempt from the prospectus and registration requirements of Applicable Securities Laws.
- (6) **Belgium Minister of Energy Approval.** The Purchaser being satisfied, in its sole discretion, that the Belgian Minister of Energy does not oppose any of the transactions contemplated in this Agreement pursuant to Article 3 of the Belgian Royal Decree of June 10, 1994.
- (7) **Shareholders' Agreement.** The Shareholders' Agreement is in full force and effect and none of the parties thereto, other than the Purchaser, have breached or violated any term or condition thereof.

- (8) **Voting Agreement.** The Voting Agreement is in full force and effect and none of the parties thereto, other than the Purchaser, have breached or violated any term or condition thereof.
- (9) **Approvals.** The Corporation shall have obtained all orders, permits, approvals, waivers, consents, licenses or similar authorizations of Securities Regulatory Authorities necessary to complete the Closing.
- (10) **Deliveries.** The Corporation shall have delivered or cause to be delivered to the Purchaser at Closing the following in form and substance satisfactory to the Purchaser:
 - (a) Certified copies of (i) the charter documents and by laws of the Corporation; (ii) all resolutions of the Shareholders and the Board approving the entering into and completion of the transactions contemplated by this Agreement; and (iii) a list of the directors and officers authorized to sign agreements together with their specimen signatures;
 - (b) A certificate of status, compliance, good standing or like certificate with respect to the Corporation and Powertech USA issued by appropriate Governmental Entity;
 - (c) The certificates referred to in Paragraph (1) and Paragraph (2) of this Schedule 7.1;
 - (d) An opinion of counsel to the Corporation, in a form acceptable to the Purchaser, with respect to the issuance of the Purchased Securities and the other transactions contemplated in this Agreement;
 - (e) Evidence that all necessary steps and proceedings as approved by counsel for the Purchaser to permit all of the Purchased Securities to be allotted and issued to the Purchaser or its nominee(s) have been taken.
- (11) **No Legal Action.** No legal or regulatory acts nor proceedings shall be pending or threatened by any Person which would enjoin, restrict or prohibit the issuance, sale or purchase of the Purchased Securities or any other transactions contemplated hereby.

SCHEDULE 7.2
CONDITIONS FOR THE BENEFIT OF THE CORPORATION

- (1) **Truth of Representations and Warranties.** The representations and warranties of the Purchaser contained in this Agreement shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect. Upon delivery of such certificate, the representations and warranties of the Purchaser in this Agreement shall be deemed to have been made on and as of the Closing Date with the same force and effect as if made on and as of such date.
- (2) **Performance of Covenants.** The Purchaser shall have fulfilled or complied with all covenants contained in this Agreement to be fulfilled or complied with by it at or prior to Closing and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect.
- (3) **Securities Laws.** The issuance of the Purchased Securities is exempt from the prospectus and registration requirements of Applicable Securities Laws.
- (4) **Approvals.** The Corporation shall have obtained all orders, permits, approvals, waivers, consents, licenses or similar authorizations of Securities Regulatory Authorities necessary to complete the Closing.
- (5) **No Legal Action.** No legal or regulatory acts nor proceedings shall be pending or threatened by any Person which would enjoin, restrict or prohibit the issuance, sale or purchase of the Purchased Securities or any other transactions contemplated hereby.
- (6) **Belgium Legal Opinion.** An opinion of counsel to the Purchaser, in a form acceptable to the Corporation and the Purchaser's counsel, that all applicable Laws in Belgium have been complied with respect to the issuance of the Purchased Securities and the other transactions contemplated in this Agreement.

SCHEDULE 14.1
REGISTRATION PROCEDURES & EXPENSES

1. REGISTRATION

1.1 Registration Procedures

Whenever the Corporation is under an obligation pursuant to the provisions of this Agreement to effect the qualification for the offer and sale or other disposition or distribution of any Registrable Securities on behalf of a Demand Holder, the Corporation shall, as expeditiously as is practicable, do the following:

- (a) prepare and file with the appropriate regulatory authorities a Prospectus and any other documents necessary, including amendments and supplements in respect of those documents, to permit the offer and sale or other disposition or Distribution and, in so doing, act as expeditiously as is practicable and in good faith to settle all deficiencies and obtain those receipts and clearances and provide those undertakings and commitments as may be reasonably required by any securities regulatory authority, all as may be necessary to permit the offer and sale or other disposition or Distribution in compliance with all Applicable Securities Laws;
- (b) furnish to such Demand Holder such number of copies of the Prospectus (including any preliminary prospectus), any documents incorporated by reference in such Prospectus and such other documents as such Demand Holder may reasonably request in order to facilitate the offer and sale or other disposition or Distribution of the Common Shares and provide such Demand Holder and its counsel with an opportunity to review, and provide comments to the Corporation on the Prospectus;
- (c) if an Underwritten Offering is contemplated, execute and perform the obligations under an underwriting agreement, in a form reasonably satisfactory to the Demand Holder, containing customary representations, warranties and indemnities for the benefit of such Demand Holder and the underwriter(s);
- (d) subject to applicable laws, keep the Prospectus current until such Demand Holder has completed the offer and sale or other disposition or Distribution described in the Prospectus provided that such Demand Holder uses reasonable commercial efforts to complete the offer and sale or other disposition or Distribution as soon as reasonably practicable, provided that the Corporation shall only have

to comply with this obligation during the period in which the rights granted in Article 14 of the Agreement are in force;

- (e) use its commercially reasonable efforts to furnish to the underwriter or underwriters involved in the Distribution all documents as they may reasonably request;
- (f) use its commercially reasonable efforts to obtain a customary legal opinion of the Corporation's counsel addressed to such Demand Holder and the underwriters;
- (g) notify such Demand Holder promptly when a Prospectus is required to be delivered under Applicable Securities Laws in respect of the Common Shares, of the happening of any event as a result of which any Prospectus includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing or if it is necessary to amend or supplement such Prospectus to comply with any applicable Law, and to promptly prepare and file with the appropriate securities regulatory authorities a supplement to or of such Prospectus as may be necessary to correct such untrue statement or eliminate such omission and so that such Prospectus, as amended or supplemented, will comply with all applicable Laws, and furnish without charge to such Demand Holder as many copies of such supplement or amendment as such Demand Holder requests;
- (h) make available for inspection during its regularly scheduled business hours by such Demand Holder and/or its advisors or any underwriter and/or its advisors participating in any offer and sale or other disposition or Distribution pursuant to such Prospectus (collectively, the "**Inspectors**"), all financial and other records, pertinent corporate documents, material contracts and properties of the Corporation and its subsidiaries, as shall be reasonably necessary to enable them to exercise their due diligence responsibility, provided, however, that any information that is not generally publicly available at the time of delivery of such information shall be kept confidential by such Persons unless (i) disclosure of such information is required by court or administrative order; (ii) disclosure of such information is required by any applicable Law; or (iii) such information becomes generally available to the public other than as a result of a disclosure or failure to safeguard by such Person. In the case of a proposed disclosure pursuant to (i) or (ii) above, such Person shall, wherever practicable, be

required to give the Corporation written notice of the proposed disclosure prior to such disclosure and, if requested by the Corporation, assist the Corporation in seeking to prevent or limit the proposed disclosure. Without limiting the foregoing, no such information shall be used by such Person as the basis for any market transactions in securities of the Corporation or its subsidiaries in violation of law;

- (i) cause the Corporation's officers, directors and employees to supply all information reasonably requested by any Inspector in connection with such Prospectus and to participate in marketing efforts such as road shows, institutional investor meetings and similar events;
- (j) use its commercially reasonable efforts to list such Common Shares on each securities, exchange or quotation system on which Common Shares are then listed or quoted, if such Common Shares are not already so listed or quoted;
- (k) use reasonable best efforts to prevent the issuance of any stop order, cease trade order or other order suspending the use of any Prospectus and, if any such order is issued, to obtain the withdrawal of any such order at the earliest possible moment;
- (l) in connection with the preparation and filing of each Prospectus, the Corporation will give such Demand Holder and its counsel, accountants and other agents the opportunity to participate in the preparation of the Prospectus, and each amendment thereof or supplement thereto, and will give each of them such access to its Books and Records and such opportunities to discuss the business of the Corporation with its officers and the independent public accountants who have issued a report on its financial statements as shall be necessary, in the opinion of such holders and such underwriters or their respective counsel, to conduct a reasonable investigation; and
- (m) take such other actions and execute and deliver such other documents as may be necessary to give full effect to the rights of such Demand Holder under this Agreement.

1.2 Rights and Obligations of the Demand Holder

The Demand Holder will furnish to the Corporation such information and execute such documents regarding Common Shares and the intended method of disposition thereof as the Corporation may reasonably request in order to effect the requested Demand Registration. If an Underwritten Offering is contemplated, the

Demand Holder shall execute an underwriting agreement containing customary representations, warranties and indemnities for the benefit of the underwriters and the Corporation with respect to written information furnished by it expressly for use in the Prospectus. The Demand Holder shall have the right to withdraw from a proposed Underwritten Offering at any time prior to the signing of the underwriting agreement, without incurring any obligation to the Corporation or any proposed underwriter, except as set forth in Section 2 below.

2. EXPENSES

2.1 Distribution Expenses

The Corporation or its subsidiaries will pay all Distribution Expenses in connection with all Prospectuses filed in connection with a Demand Registration.

2.2 Selling Expenses

The Demand Holder will pay all Selling Expenses in connection with each Prospectus filed in connection with a Demand Registration, as the case may be, in proportion to its share of the proceeds from the sale or distribution of the relevant Securities.

SCHEDULE 16
PROCEDURES FOR INDEMNIFICATION

Notification

- (1) If a Third Party Claim is instituted or asserted against an Indemnified Person, the Indemnified Person will notify the Indemnifying Party in writing of the Third Party Claim. The notice must specify in reasonable detail, the identity of the Person making the Third Party Claim and, to the extent known, the nature of the Damages and the estimated amount needed to investigate, defend, remedy or address the Third Party Claim.
- (2) If an Indemnified Person becomes aware of a Direct Claim, the Indemnified Person will notify the Indemnifying Party in writing of the Direct Claim.
- (3) Notice to an Indemnifying Party under this Section of a Direct Claim or a Third Party Claim is assertion of a claim for indemnification against the Indemnifying Party under this Agreement. Upon receipt of such notice, the procedure for Third Party Claims outlined below in this Schedule 16 will apply to any Third Party Claim and the provisions of Section 17.2 will apply to any Direct Claim.
- (4) The omission to notify the Indemnifying Party will not relieve the Indemnifying Party from any obligation to indemnify the Indemnified Person, unless the notification occurs after the expiration of the specified period set out in Section 16.1 or (and only to that extent that) the omission to notify materially prejudices the ability of the Indemnifying Party to exercise its right to defend provided under the procedure for Third Party Claims outlined below in this Schedule 16.

Procedure for Third Party Claims.

- (5) Subject to the terms of this Section, upon receiving notice of a Third Party Claim, the Indemnifying Party may participate in the investigation and defence of the Third Party Claim and may also elect to assume the investigation and defence of the Third Party Claim.
- (6) The Indemnifying Party may not assume the investigation and defence of a Third Party Claim if:
 - (a) the Indemnifying Party is also a party to the Third Party Claim and the Indemnified Person determines in good faith that joint representation would be inappropriate;

- (b) the Indemnifying Party fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend the Third Party Claim and provide indemnification with respect to the Third Party Claim;
 - (c) the Indemnifying Party does not unconditionally acknowledge in writing its obligation to indemnify and hold the Indemnified Person harmless with respect to the Third Party Claim; or
 - (d) the Third Party Claim seeks relief against the Indemnified Person other than monetary damages or the Indemnified Person determines in good faith that there is a reasonable probability that the Third Party Claim may adversely affect it or its Affiliates and the Indemnified Person has notified the Indemnifying Party that it will exercise its exclusive right to defend, compromise or settle the Third Party Claim.
- (7) In order to assume the investigation and defence of a Third Party Claim, the Indemnifying Party must give the Indemnified Person written notice of its election within 15 days of Indemnifying Party's receipt of notice of the Third Party Claim.
- (8) If the Indemnifying Party assumes the investigation and defence of a Third Party Claim:
- (a) the Indemnifying Party will pay for all costs and expenses of the investigation and defence of the Third Party Claim except that the Indemnifying Party will not, so long as it diligently conducts such defence, be liable to the Indemnified Person for any fees of other counsel or any other expenses with respect to the defence of the Third Party Claim, incurred by the Indemnified Person after the date the Indemnifying Party validly exercised its right to assume the investigation and defence of the Third Party Claim;
 - (b) the Indemnifying Party will reimburse the Indemnified Person for all costs and expenses incurred by the Indemnified Person in connection with the investigation and defence of the Third Party Claim prior to the date the Indemnifying Party validly exercised its right to assume the investigation and defence of the Third Party Claim;
 - (c) legal counsel chosen by the Indemnifying Party to defend the Third Party Claim must be satisfactory to the Indemnified Person, acting reasonably; and

- (d) the Indemnifying Party may not compromise and settle or remedy, or cause a compromise and settlement or remedy, of a Third Party Claim without the prior written consent of the Indemnified Person, which consent may not be unreasonably withheld or delayed.
- (9) If the Indemnifying Party (i) is not entitled to assume the investigation and defence of a Third Party Claim under (6) of this Schedule 16; (ii) does not elect to assume the investigation and defence of a Third Party Claim; or (iii) assumes the investigation and defence of a Third Party Claim but fails to diligently pursue such defence, or the Indemnified Person concludes that the Third Party Claim is not being defended to its satisfaction, acting reasonably, the Indemnified Person has the right (but not the obligation) to undertake the defence of the Third Party Claim. In the case where the Indemnifying Party fails to diligently pursue the defence of the Third Party Claim or the Indemnified Person concludes that the Third Party Claim is not being defended to its satisfaction, acting reasonably, the Indemnified Person may not assume the defence of the Third Party Claim unless the Indemnified Person gives the Indemnifying Party written demand to diligently pursue the defence and the Indemnifying Party fails to do so within 14 days after receipt of the demand, or such shorter period as may be required to respond to any deadline imposed by a court, arbitrator or other tribunal.
- (10) If, under (9) of this Schedule 16, the Indemnified Party undertakes the investigation and defence of a Third Party Claim, the Indemnified Party may compromise and settle the Third Party claim but the Indemnifying Party will not be bound by any compromise or settlement of the Third Party Claim effected without its consent (which consent may not be unreasonably withheld or delayed).
- (11) The Indemnified Person and the Indemnifying Party agree to keep each other fully informed of the status of any Third Party Claim and any related proceedings and to use their reasonable efforts to minimize Damages with respect to any Third Party Claim. If the Indemnifying Party assumes the investigation and defence of a Third Party Claim, the Indemnified Person will, at the request and expense of the Indemnifying Party, use its reasonable efforts to make available to the Indemnifying Party, on a timely basis, those employees whose assistance, testimony or presence is necessary to assist the Indemnifying Party in investigating and defending the Third Party Claim. The Indemnified Person shall, at the request and expense of the Indemnifying Party, make available to the Indemnifying Party, or its representatives, on a timely basis all documents, records and other materials in the possession, control or power of the Indemnified Person, reasonably required by the Indemnifying Party for its use solely in defending any Third Party Claim

which it has elected to assume the investigation and defence of. The Indemnified Person shall cooperate on a timely basis with the Indemnifying Party in the defence of any Third Party Claim.