

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (the “**Agreement**”) is made as of the 20th day of September, 2023,

BETWEEN:

name of Securityholder, please print

(the “**Securityholder**”)

– and –

JMAC ENERGY SERVICES LLC, a limited liability company existing under the laws of the State of Delaware

(“**JMAC**”)

– and –

ATHABASCA MINERALS INC., a corporation existing under the laws of the Province of Alberta

(“**Company**” and, together with JMAC, the “**Parties**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of that number of issued and outstanding common shares (the “**Common Shares**”) in the capital of the Company, as is set forth on the Securityholder’s signature page to this Agreement;

AND WHEREAS the Securityholder is the registered and/or beneficial owner of that number of options to purchase Common Shares (the “**Options**”) and that number of deferred share units to purchase Common Shares (the “**DSUs**”) as is set forth on the Securityholder’s signature page to this Agreement;

AND WHEREAS the Parties have entered into an arrangement agreement (the “**Arrangement Agreement**”) concurrently with the entering into of this Agreement and propose, subject to the terms and conditions of the Arrangement Agreement, to consummate an arrangement as set forth in the plan of arrangement attached to the Arrangement Agreement (the “**Arrangement**”);

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Securityholder to, among other things: (a) vote or cause to be voted the Subject Securities (as defined herein) in favour of the approval of the Arrangement and any other matter that could reasonably be expected to facilitate the Arrangement; and (b) abide by the restrictions and covenants set forth herein;

AND WHEREAS the Parties are relying on the covenants, representations and warranties of the Securityholder set forth in this Agreement in connection with the Parties execution and delivery of the Arrangement Agreement;

AND WHEREAS the Securityholder is entering into this Agreement solely in their capacity as a securityholder of the Company and not in any other capacity.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

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

“**business day**” has the meaning ascribed thereto in the Arrangement Agreement;

“**Change in Recommendation**” has the meaning ascribed thereto in the Arrangement Agreement;

“**Circular**” has the meaning ascribed thereto in the Arrangement Agreement;

“**Effective Date**” means the date upon which all of the conditions to completion of the Arrangement Agreement have been satisfied or waived and all documents agreed to be delivered in connection therewith have been delivered to the satisfaction of the Parties, acting reasonably;

“**Effective Time**” means 12:01 a.m. (Calgary time) on the Effective Date;

“**Subject DSUs**” means that number of DSUs set forth on the Securityholder’s signature page to this Agreement, being all of the DSUs owned legally and/or beneficially by the Securityholder or over which the Securityholder exercises control or direction;

“**Subject Options**” means that number of Options set forth on the Securityholder’s signature page to this Agreement, being all of the Options owned legally and/or beneficially by the Securityholder or over which the Securityholder exercises control or direction;

“**Subject Securities**” means, collectively, the Subject Shares, the Subject Options and the Subject DSUs;

“**Subject Shares**” means that number of Common Shares set forth on the Securityholder’s signature page to this Agreement, being all of the Common Shares owned legally and/or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, and shall further include any Common Shares issued upon the exercise by the Securityholder of Options and/or DSUs, and any Common Shares otherwise acquired by the Securityholder after the date hereof; and

“**Transfer**” has the meaning ascribed thereto in Section 2.1(f).

Section 1.2 No Strict Construction

The language used in this Agreement is the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

ARTICLE 2 COVENANTS

Section 2.1 General Covenants of the Securityholder

The Securityholder hereby covenants and agrees in favour of the Parties that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement:

- (a) the Securityholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered with respect to any of the Subject Securities;
- (b) at any meeting of securityholders of the Company (including the Meeting and in connection with any combined or separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) called to vote upon the Arrangement Agreement or the transactions contemplated by the Arrangement Agreement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent or resolution in lieu of a meeting) with respect to the Arrangement Agreement or the transactions contemplated by the Arrangement Agreement is sought, the Securityholder shall cause its Subject Securities (which have a right to vote at such Meeting) to be counted as present, in person or by proxy, for purposes of establishing quorum and shall vote (or cause to be voted) such Subject Securities in favour of the approval of the Arrangement, any other transactions contemplated in the Arrangement Agreement, any other matter necessary for the consummation of the Arrangement, and any proposal to adjourn or postpone the Meeting to a later date if there are not sufficient votes in favour of the approval of the Arrangement at the Meeting, provided that such adjourned or postponed Meeting will not be held later than the Outside Date. If the Securityholder is the beneficial owner, but not the registered holder, of any of its Subject Securities, the Securityholder agrees to take all actions necessary to cause the registered holder and any nominees to vote all of its Subject Securities in accordance with this Section 2.1(b);
- (c) at any meeting of securityholders of the Company (including in connection with any combined or separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the holders of Common Shares, Options and/or DSUs of the Company is sought (including by written consent or resolution in lieu of a meeting), the Securityholder shall cause its Subject Securities (which have a right to vote at such meeting) to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) such Subject Securities against: (i) any Acquisition Proposal for the Company; (ii) any action, agreement, transaction or proposal that would result in a material breach of any representation, warranty, covenant, agreement or other obligation of the Company in the Arrangement Agreement or of the Securityholder under this Agreement; and (iii) any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement or any of the transactions contemplated by the Arrangement Agreement. If the Securityholder is the beneficial owner, but not the registered holder, of any of its Subject Securities, the Securityholder agrees to take all

- actions necessary to cause the registered holder and any nominees to vote all of its Subject Securities in accordance with this Section 2.1(c);
- (d) immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any person (other than JMAC and its subsidiaries and related entities) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
 - (e) the Securityholder will not, directly or indirectly:
 - (i) make, solicit, assist, initiate, promote, facilitate or knowingly encourage (including by way of furnishing information or entering into any form of agreement, arrangement or understanding) the initiation of any inquiries or proposals that may reasonably be expected to constitute or lead to an Acquisition Proposal;
 - (ii) assist any person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Parties in connection with the Arrangement or the transactions contemplated herein;
 - (iii) participate in any discussions or negotiations with any person (other than the Parties or any of its affiliates) regarding, or furnish to any person any information or otherwise cooperate with, respond to, assist or participate in, an Acquisition Proposal;
 - (iv) approve, accept, endorse or recommend, or propose publicly or privately to accept, approve, endorse or recommend, any Acquisition Proposal;
 - (v) accept or enter into or publicly or privately propose to accept or enter into, any letter of intent, agreement in principle, agreement, understanding, undertaking or arrangement or other contract in respect of an Acquisition Proposal, or requiring it to abandon, terminate or fail to consummate the Arrangement, or providing for the payment of any break, termination or other fees or expenses to any person in relation to an Acquisition Proposal;
 - (vi) make a Change in Recommendation; or
 - (vii) make any public announcement or take any other action inconsistent with the recommendation of the Company's board of directors to approve the Arrangement;
 - (f) subject to Section 2.4, the Securityholder agrees not to directly or indirectly: (i) sell, transfer, assign, tender, exchange, grant a participation interest in, gift, option, pledge, hypothecate, grant a security interest in, place in trust or otherwise convey, dispose or encumber (each, a "**Transfer**"), or enter into any agreement, understanding, option or other arrangement with respect to the Transfer of, any of its Subject Securities to any person, other than pursuant to the Arrangement Agreement; (ii) grant any proxies or powers of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to any of its Subject Securities, other than pursuant to this Agreement; (iii)

otherwise enter into any agreement or arrangement with any person or entity, including a shareholders' agreement, or commit any act that could limit, restrict or affect the Securityholder's legal power, authority, or right to vote any of its Subject Securities or otherwise prevent or disable the Securityholder from performing any of the Securityholder's obligations under this Agreement; or (iv) requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution, other than pursuant to the Arrangement Agreement; provided, however, that the foregoing restrictions shall not prevent the Securityholder from exercising or agreeing to cancel any of its Subject Securities in accordance with their terms or the Arrangement Agreement, as applicable;

- (g) the Securityholder shall not take any other action of any kind, directly or indirectly, which might reduce the success of, or delay or interfere with the completion of, the transactions contemplated by the Arrangement Agreement;
- (h) the Securityholder shall promptly notify the Parties upon any of the Securityholder's representations or warranties contained in this Agreement becoming untrue or incorrect in any material respect, and for the purposes of this provision, each representation and warranty shall be deemed to be given at and as of all times during such period (irrespective of any language which suggests that it is only being given as at the date hereof);
- (i) the Securityholder shall not exercise: (i) any rights of appraisal or rights of dissent provided under any Law or otherwise in connection with the Arrangement or the transactions contemplated by the Arrangement Agreement that the Securityholder may have; or (ii) any other shareholder rights or remedies available to the Securityholder, whether arising under Law or otherwise, to impede, frustrate, nullify, prevent, hinder, delay, upset or challenge the Arrangement;
- (j) at the request of JMAC, the Securityholder will, and will cause its applicable affiliates to, use all commercially reasonable efforts in its capacity, and their capacities, as a shareholder to assist the Parties to successfully complete the Arrangement and the other transactions contemplated by the Arrangement Agreement and this Agreement, including without limitation cooperating with JMAC and the Company to make all requisite regulatory filings, provided that the Securityholder shall not be obligated to incur any expense in providing such cooperation, including by participating in any claim, action, suit, proceeding or investigation whether civil, criminal, administrative, or investigative, unless JMAC reimburses the Securityholder for such expenses;
- (k) if, after the date hereof, the Securityholder owns legally and/or beneficially, or exercises control or direction over, directly or indirectly, additional Common Shares, Options, DSUs or other securities of the Company, such securities shall be deemed to be subject to the terms hereof as Subject Securities; and
- (l) no later than eight business days prior to the date of the Meeting: (i) with respect to any Subject Securities entitled to vote thereat that are in registered form, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the approval of the Arrangement; and (ii) with respect to any Subject Securities entitled to vote thereat that are held beneficially, the Securityholder shall deliver or cause to be delivered, in accordance

with the instructions set out in the Circular, a duly executed voting instruction form to the intermediary through which the Securityholder holds its beneficial interest in such Subject Securities, instructing that such Subject Securities be voted at the Meeting in favour of the approval of the Arrangement. Such proxy, proxies or voting instructions shall name those individuals as may be designated by the Company and such proxy, proxies or voting instructions shall only be revoked with the written consent of the Company or upon termination of this Agreement. The Securityholder hereby agrees that neither it nor any person on its behalf will take any action to withdraw, amend, revoke or invalidate any proxy, proxies or voting instructions deposited by the Securityholder pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Securityholder might have unless this Agreement is terminated in accordance with its terms.

Section 2.2 Alternative Transaction

In the event that, the Arrangement Agreement is amended by the Parties for any reason, including, without limitation, Section 7.3(b) [*Right to Match*] of the Arrangement Agreement (any such transaction, an “**Alternative Transaction**”), then the Securityholder shall, during the term of this Agreement, support the completion of such Alternative Transaction in accordance with the terms and conditions of this Agreement.

Section 2.3 Covenants of Parties

Each Party agrees to comply with its obligations under the Arrangement Agreement. Each Party hereby agrees and confirms to the Securityholder that it will use commercially reasonable efforts to take steps required of it to consummate the Arrangement and cause the specified consideration payable for the Subject Securities to be made available, as applicable, in accordance with and subject to the terms and conditions of the Arrangement Agreement and the Arrangement.

Section 2.4 Securityholder Reorganization

The Securityholder shall have the right to directly or indirectly take such actions as are necessary or desirable to reorganize its capital, assets and structure as the Securityholder may reasonably determine including, without limitation, transferring some or all of the Subject Securities to one or more of its partners or any other person and winding up or otherwise ceasing to exist; provided, however, that no such reorganization will be undertaken unless each person who receives any Subject Securities currently owned by the Securityholder enters into a voting and support agreement substantially in the same form as this Agreement mutatis mutandis with the Parties in relation to such Subject Securities and agrees to be bound hereby in place of the Securityholder in relation to such Subject Securities to the same extent as the Securityholder is bound hereby.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Securityholder

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

- (a) **Incorporation; Capacity; Authorization.** Where the Securityholder is a corporation or other entity, it is a corporation or other entity duly incorporated, amalgamated or organized, as applicable, and validly existing under the laws of the jurisdiction of its incorporation, organization or formation as applicable, and has all requisite power,

capacity and authority and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder. Where the Securityholder is an individual, the Securityholder has the power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder.

- (b) **Enforceable.** This Agreement has been duly executed and delivered by the Securityholder, and, upon execution by the Parties, constitutes a legal, valid and binding agreement of the Securityholder enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (c) **Ownership of Subject Securities.** The Securityholder is the sole registered and/or beneficial owner of the Subject Securities. The Securityholder does not directly or indirectly control or direct, or own or have any registered or beneficial interest in, any other securities of the Company and the Securityholder has no other agreement or option, or right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Securityholder or Transfer to the Securityholder of additional securities of the Company. The Securityholder is (and will be immediately prior to the Effective Time) the registered and/or beneficial owner of the Subject Securities, with good and marketable title thereto, free and clear of any and all Liens.
- (d) **No Breach.** The execution and delivery of this Agreement by the Securityholder, the consummation by the Securityholder of the transactions contemplated hereby, and the compliance by the Securityholder with any of the provisions hereof, will not constitute a violation of or default under, or conflict with:
 - (i) result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) (or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal) under any provision of the certificate of incorporation, articles, by-laws or any other constating document of the Securityholder, if applicable, or under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, contract, license, agreement, lease, permit or other instrument or obligation to which the Securityholder is a party or by which the Securityholder or any of its properties or assets (including the Subject Securities) may be bound;
 - (ii) any restriction of any kind or any contract, commitment, agreement, understanding or arrangement to which it is a party or by which it is bound, other than as would not be reasonably expected to have a materially adverse effect on the Securityholder's ability to perform its obligations hereunder; and
 - (iii) subject to compliance with any approval or Laws contemplated by the Arrangement Agreement, violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to JMAC or any of its properties or assets.

- (e) **No Proceedings.** There are no claims, actions, suits, arbitrations, inquiries, investigations or proceedings pending or, to the knowledge of the Securityholder, threatened against the Securityholder that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Securityholder's ability to perform its obligations hereunder. The Securityholder is not subject to any outstanding judgment, order, writ, injunction or decree that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Securityholder's ability to perform its obligations hereunder.
- (f) **No Agreements.** No person has any agreement or option, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or Transfer of any of the Subject Securities, or any interest therein or right thereto, including with respect to voting of any of the Subject Securities, except pursuant to this Agreement or the Arrangement Agreement or, in the case of Subject Options and Subject DSUs, in accordance with their terms.
- (g) **Voting.** The Securityholder has the sole and exclusive right to enter into this Agreement and to vote the Subject Securities as contemplated herein. None of the Subject Securities is subject to any proxy, power of attorney, attorney-in-fact, shareholders' agreement, voting trust, vote pooling or other agreement with respect to the right to vote, to call meetings of shareholders or to give consents or approvals of any kind.
- (h) **Consents.** Subject to compliance with any approval or Laws contemplated by the Arrangement Agreement, no consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Securityholder in connection with:
 - (i) the execution, delivery or performance by the Securityholder and enforcement against the Securityholder of this Agreement; or
 - (ii) the consummation of any transactions by the Securityholder provided for herein, except for, in either case, the filing of insider trading reports under applicable securities Laws.

Section 3.2 Representations and Warranties of the Parties

- (a) JMAC hereby represents, warrants and covenants to the Securityholder, acknowledging that the Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:
 - (i) **Organization; Capacity; Authorization.** JMAC is a company incorporated, amalgamated or organized, as applicable, and validly existing under the laws of Delaware and has all requisite authority, corporate power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder.
 - (ii) **Enforceable.** This Agreement has been validly executed and delivered by it and, upon execution by the Securityholder, constitutes a legal, valid and binding agreement of it enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that

a court may exercise in the granting of equitable remedies such as specific performance and injunction.

- (iii) **No Breach.** The execution and delivery of this Agreement by it, the consummation by it of the transactions contemplated hereby, and the compliance by it with any of the provisions hereof, will not constitute a violation of or default under, or conflict with, any restriction of any kind or any contract, commitment, agreement, understanding or arrangement to which it is a party or by which it is bound, other than as would not be reasonably expected to have a materially adverse effect on its ability to perform its obligations hereunder.
- (b) The Company hereby represents, warrants and covenants to the Securityholder, acknowledging that the Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:
 - (i) **Organization; Capacity; Authorization.** The Company is a corporation duly incorporated, amalgamated or organized, as applicable, and validly existing under the laws of the Province of Alberta and has all requisite authority, corporate power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder.
 - (ii) **Enforceable.** This Agreement has been validly executed and delivered by it and, upon execution by the Securityholder, constitutes a legal, valid and binding agreement of it enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
 - (iii) **No Breach.** The execution and delivery of this Agreement by it, the consummation by it of the transactions contemplated hereby, and the compliance by it with any of the provisions hereof, will not constitute a violation of or default under, or conflict with, any restriction of any kind or any contract, commitment, agreement, understanding or arrangement to which it is a party or by which it is bound, other than as would not be reasonably expected to have a materially adverse effect on its ability to perform its obligations hereunder.

ARTICLE 4 TERMINATION

Section 4.1 Termination

This Agreement may be terminated:

- (a) at any time upon the written agreement of the Parties and the Securityholder;
- (b) by the Securityholder upon written notice to the Parties: (i) if any of the representations and warranties of the Parties in this Agreement shall not be true and correct in all material respects; (ii) if either of the Parties shall not have complied with its covenants to the Securityholder contained in this Agreement; provided that the Securityholder

has notified the Parties in writing of any of the foregoing events and the same has not been cured within 10 business days of the date such notice was received by the Parties; or (iii) if JMAC, without the prior written consent of the Securityholder, decreases the consideration to be received by the Securityholder in any manner; or

- (c) by the Parties upon written notice to the Securityholder if: (i) any of the representations and warranties of the Securityholder in this Agreement shall not be true and correct in all material respects; or (ii) the Securityholder shall not have complied with its covenants to the Parties contained in this Agreement, provided that the Parties have jointly notified the Securityholder in writing of any of the foregoing events and the same has not been cured within 10 business days of the date such notice was received by the Securityholder.

Section 4.2 Automatic Termination

This Agreement shall automatically terminate on the earliest to occur of any of the following:

- (a) the Effective Time; or
- (b) the date and time that the Arrangement Agreement is terminated in accordance with its terms.

Section 4.3 Effect of Termination

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no party hereto shall have liability to any other party hereto (or any shareholder, director, officer, employee, agent, consultant or representative of such party) and the Securityholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given with respect to the Subject Securities; provided that neither the termination of this Agreement nor anything contained in this Article 4 will relieve either party hereto from any liability for any breach by it of this Agreement.

ARTICLE 5 GENERAL

Section 5.1 Fiduciary Obligations

The Parties agree and acknowledge that the Securityholder is bound hereunder solely in its capacity as a securityholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Securityholder or any of its directors, officers or principal shareholders in their capacity as a director or officer of the Company or any of the subsidiaries of the Company. For the avoidance of doubt, nothing in this Agreement shall: (a) limit or restrict the Securityholder hereto from properly fulfilling their fiduciary duties as a director or officer of the Company (including, without limitation, any action permitted by the Arrangement Agreement); (b) require the Securityholder, in their capacity as an officer of the Company, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with, instructions or directions of the board of directors of the Company undertaken in the exercise of their fiduciary duties; or (c) preclude or prevent the Securityholder, as sole member and manager of JMAC, from exercising JMAC's rights under the Arrangement Agreement, and any exercise of such rights by JMAC under the Arrangement Agreement will not be deemed to be a breach of this Agreement.

Section 5.2 Recitals

The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the parties hereto represent they are true, accurate and correct.

Section 5.3 Further Assurances

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

Section 5.4 Disclosure

Each of the Securityholder and the Parties hereby consents to the disclosure of the substance of this Agreement in any press release or any Circular relating to a Meeting and the filing of a copy thereof by the Company at www.sedarplus.ca.

Except as set forth above or as required by applicable Laws or regulations or by any Governmental Entity, the Securityholder shall make no public announcement or statement with respect to this Agreement without the approval of the Parties, which approval shall not be unreasonably withheld or delayed. The Securityholder agrees to consult with the Parties prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of Laws.

Section 5.5 Time of the Essence

Time is of the essence in this Agreement.

Section 5.6 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of the Canada and "\$" refers to Canadian dollars.

Section 5.7 Governing Law

This Agreement shall be governed by, and be construed in accordance with, the Laws of the Province of Alberta and the federal Laws of Canada applicable therein but the reference to such Laws shall not, by conflict of laws rules or otherwise, require the application of the Law of any jurisdiction other than the Province of Alberta.

Section 5.8 Entire Agreement

This Agreement, including any schedules hereto and the provisions of the Arrangement Agreement incorporated herein by reference, or that are for the benefit of a party hereto pursuant to the Arrangement Agreement, constitutes the entire agreement between the parties hereto 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 hereto.

Section 5.9 Independent Legal Advice

The Securityholder acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that the Securityholder has either done so or waived their right to do so in connection with the entering into of this Agreement.

Section 5.10 Amendments

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

Section 5.11 Gender and Number

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

Section 5.12 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 5.13 Assignment

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

Section 5.14 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or by e-mail transmission, or as of the following business day if sent by prepaid overnight courier, to the parties hereto at the following addresses (or at such other addresses as shall be specified by either party hereto by notice to the others given in accordance with these provisions):

(a) to the Parties, addressed as follows:

(i) if to JMAC

JMAC Energy Services LLC
121 – 48 Avenue SW
Williston, ND, 58801
USA

Attention: Jon McCreary

Email: 


With a copy (which shall not constitute notice) to:

Field LLP
Suite 400, 444 7 Ave SW
Calgary, AB T2P 0X8

Attention: Melissa Cook
Email: mcook@fieldlaw.com

(ii) if to the Company:

Athabasca Minerals Inc.
407 2 Street SW, Suite 1730
Calgary, AB T2P 2Y3

Attention: Dana Archibald, Chief Executive Officer
Email: 

With a copy (which shall not constitute notice) to:

Fasken Martineau DuMoulin LLP
350 – 7th Avenue SW, Suite 3400
Calgary, AB T2P 3N9

Attention: Sarah Gingrich
Email: sgingrich@fasken.com

(b) to the Securityholder, as set forth on the Securityholder's signature page to this Agreement.

Section 5.15 Specific Performance and other Equitable Rights

The parties hereto agree that irreparable harm would occur, for which money damages would not be an adequate remedy at Law, in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to interim, interlocutory and permanent injunctive relief, specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement without the proof of actual damages and without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the parties hereto may be entitled at Law or in equity.

Section 5.16 Authority to Bind Principal

Where the Securityholder is a corporation or other entity, the signature of the representative of such Securityholder herein shall act as an express representation that the representative is authorized to, and does hereby, bind the principals of such Securityholder to all rights, duties, obligations, and responsibilities of such Securityholder under this Agreement.

Section 5.17 Expenses

All costs and expenses incurred in connection with this Agreement shall be paid by the party hereto incurring such cost or expense.

Section 5.18 Counterparts

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

[Remainder of page intentionally left blank. Signature pages follow.]

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

JMAC ENERGY SERVICES LLC

By: _____
Name: Jon McCreary
Title: Chief Executive Officer

ATHABASCA MINERALS INC.

By: _____
Name: Dana Archibald
Title: Chief Executive Officer

(Print Name of Securityholder)

(Signature of Securityholder or Authorized Signatory)

(Print Name and Title of Authorized Signatory, if applicable)

(Place of Residency)

Address: _____

Telephone: _____

E-mail: _____

(Number of Common Shares Held)

(Number of Options Held)

(Number of DSUs Held)