

## VOTING SUPPORT AGREEMENT

**THIS VOTING SUPPORT AGREEMENT** (the “**Agreement**”) is dated as of June 4, 2025, by and between Premier American Uranium Inc., a corporation existing under the laws of the Province of Ontario (the “**Purchaser**”), and the undersigned registered and/or beneficial owner of the securities listed on the signature page hereto (the “**Shareholder**”).

**WHEREAS** the Shareholder is the registered and/or beneficial owner of and/or otherwise has control or direction over such number of common shares (the “**Subject Shares**”) in the capital of Nuclear Fuels Inc., a corporation existing under the laws of the Province of British Columbia (the “**Company**”), and such other securities of the Company as described more particularly on the signature page hereto (together with any additional Subject Shares or such other securities of the Company acquired after the date hereof, the “**Subject Securities**”);

**AND WHEREAS** the Company is, concurrently herewith, entering into an arrangement agreement (the “**Arrangement Agreement**”) with the Purchaser pursuant to which, among other things, the Purchaser is proposing to acquire all of the issued and outstanding common shares in the capital of the Company in the manner provided for by the plan of arrangement attached to the Arrangement Agreement under the provisions of the *Business Corporations Act* (British Columbia) (the “**Plan of Arrangement**”);

**AND WHEREAS** the Shareholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder.

**NOW THEREFORE** in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE 1** **INTERPRETATION**

- 1.1 All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Arrangement Agreement. All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as amended, modified, restated or waived, from time to time.

### **ARTICLE 2** **COVENANTS OF THE SHAREHOLDER**

- 2.1 The Shareholder hereby covenants and irrevocably agrees, from the date hereof until the earlier of (i) the Effective Time, and (ii) the termination of this Agreement pursuant to Article 7 (such earlier time, the “**Expiration Time**”):
- (a) to direct all of its Affiliates to take the actions under this Agreement;
  - (b) not to, directly or indirectly, without the prior written consent of the Purchaser: (A) option for sale, offer, sell, gift, assign, transfer, exchange, assign, dispose of, pledge, tender, encumber, grant a security interest in, hypothecate or otherwise convey or encumber any of the Subject Securities, or any right or interest therein (legal or equitable) (“**Transfer**”), to any Person or (B) enter into any agreement, commitment, understanding or other arrangement to do any of the foregoing, other than pursuant to the Arrangement Agreement or this Agreement;

- (c) except to the extent contemplated by this Agreement, not to, directly or indirectly, grant any proxy, power of attorney or other right to vote the Subject Securities, or enter into any voting agreement, voting trust, vote pooling or other agreement or commitment with respect to the right to vote, call meetings of the securityholders of the Company or give consents or approval of any kind with respect to any of the Subject Securities or agree to do any of the foregoing;
- (d) not to, directly or indirectly, take any action or make any public statements which may reasonably be expected to indirectly take any action which might be reasonably expected to impede, prevent or materially delay the approval of the Arrangement Resolution by the Company Securityholders;
- (e) not to solicit, initiate, encourage or otherwise facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any of its subsidiaries or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (f) not to make any statements which may reasonably be construed as being opposed to the Plan of Arrangement or the other transactions contemplated by the Arrangement Agreement or any aspect thereof and not to bring, or threaten to bring, any suit or proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, preventing, impeding, delaying or varying the Plan of Arrangement or the other transactions contemplated by the Arrangement Agreement or any aspect thereof, including not exercising any securityholder rights or remedies available under applicable Laws;
- (g) not to, directly or indirectly, take any action that would make any representation or warranty contained herein untrue or incorrect or that would have the effect of impairing the ability of the Shareholder to perform the Shareholder's obligations under this Agreement or preventing or delaying the consummation of any of the transactions contemplated hereby;
- (h) not to exercise any Dissent Rights with respect to the Arrangement;
- (i) subject to Section 2.3 hereto, if the Arrangement Agreement is amended or terminated such that the transactions (or any of them) contemplated by the Arrangement Agreement are to be accomplished by means of an alternative transaction structure other than as currently contemplated in the Arrangement Agreement whereby the Purchaser or any of its Affiliates would offer to acquire all of the Subject Shares, that complies with the following terms and conditions: (A) the amended transaction would provide the Shareholder with consideration equivalent to or greater than, on an after-tax basis, the transactions set out in the Arrangement Agreement, and (B) the consummation of the amended transaction would not take materially longer than the consummation of the transactions set out in the Arrangement Agreement (any such transaction is referred to as an “**Alternative Transaction**”), support the completion of the Alternative Transaction in the same manner as this Agreement provides with respect to the Arrangement, including, in the case of a take-over bid, by causing all of the applicable Subject Securities to be validly tendered in acceptance of such take-over bid together with the letter of transmittal and, if applicable, notice of guaranteed delivery, and any other documents required in accordance with such

take-over bid, and not withdraw such Subject Securities from such take-over bid except with the consent of the Purchaser; and

- (j) not do indirectly that which the Shareholder may not do directly by the terms of this Section 2.1 including not to cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.
- 2.2 For greater certainty, any Subject Securities or other securities of the Company that the Shareholder purchases or with respect to which the Shareholder otherwise acquires beneficial ownership of, and/or otherwise has control or direction over, directly or indirectly, after the date of this Agreement and prior to the Expiration Time, including by reason of any stock split, stock dividend, reclassification, recapitalization or other similar transaction or pursuant to the exercise of options, convertible securities or warrants to purchase such shares, the conversions of any Subject Shares into other classes of shares of the Company or the conversion of any debt for such shares shall be subject to the terms and conditions of this Agreement to the same extent as if they comprised a portion of the Subject Securities and shall be deemed to be included in the Subject Securities for the purposes hereof.
- 2.3 Notwithstanding any other provision of this Agreement, the Purchaser hereby acknowledges and agrees that: (a) the Shareholder is bound hereunder solely in its capacity as a securityholder of the Company and that the provisions hereof shall not be deemed or interpreted to bind the Shareholder in its capacity as a director or officer of the Company (if the Shareholder holds such office); and (b) nothing in this Agreement will prevent the Shareholder from acting in accordance with the Shareholder's fiduciary duties or duty to act in the best interests of the Company as a director or officer of the Company and/or any of its subsidiaries (if the Shareholder holds such office).

### **ARTICLE 3**

#### **AGREEMENT TO VOTE IN FAVOUR OF THE ARRANGEMENT RESOLUTION**

- 3.1 The Shareholder hereby covenants and irrevocably agrees, from the date hereof until the Expiration Time, except as permitted by this Agreement:
- (a) to cause to be counted as present for purposes of establishing quorum and to vote the applicable Subject Securities, and, in the case of Subject Securities held by an Affiliate of the Shareholder, to cause any holder of record of applicable Subject Securities to vote or to execute a written consent or other approval (including written consent in lieu of a meeting) with respect to the Subject Securities at the Company Meeting (or any adjournment or postponement thereof or at every other meeting of the Company Securityholders with respect to the Arrangement, the Arrangement Agreement or the transactions contemplated by the Arrangement): (i) in favour of the Arrangement and any other matter necessary for the consummation of the Arrangement; (ii) against any Adverse Proposal; and (iii) against any action, proposal, transaction, agreement or other matter that would reasonably be expected to impede, interfere with, delay, discourage, postpone or adversely affect the timely consummation of the Arrangement, the Plan of Arrangement or any of the other transactions contemplated by the Arrangement Agreement or this Agreement;
  - (b) if the Shareholder is the holder of record of any of the Subject Securities, no later than five Business Days prior to the date of the Company Meeting, the Shareholder shall deposit or cause to be deposited, a duly executed proxy(ies) in respect of the Subject Securities

appointing as proxyholder(s), the individual(s) designated by the Company in the Company Circular and directing the holder of such proxy or proxies to vote all applicable Subject Securities as required by Section 3.1(a), and such proxy or proxies shall be completed and delivered in accordance with the instructions set out in the Company Circular and shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser unless this Agreement is terminated in accordance with Article 7;

- (c) if the Shareholder is the beneficial owner of any of the Subject Securities, no later than five Business Days prior to the date of the Company Meeting, the Shareholder shall deposit or cause to be deposited, a duly executed voting instruction form(s) delivered to the intermediary through which the Shareholder holds its beneficial interest in the Subject Securities instructing that the individual(s) designated by the Company in the Company Circular be appointed as proxyholder(s) and that the applicable Subject Securities be voted at the Company Meeting as required by Section 3.1(a), and such voting instructions shall be completed and delivered in accordance with the instructions set out in such voting instruction and shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser unless this Agreement is terminated in accordance with Article 7; and
- (d) not to tender for any bid or tender offer for the Subject Shares or take any action (including the voting (or granting of a proxy to vote) of the Subject Securities) that may lead to or otherwise result in an Adverse Proposal.

- 3.2 For the purposes of this Agreement, “**Adverse Proposal**” means: (a) any Acquisition Proposal or (b) any other matter that would reasonably be expected to impede, interfere with, delay, postpone, discourage or adversely affect the Arrangement, the Plan of Arrangement or any of the other transactions contemplated by the Arrangement Agreement or this Agreement.

#### **ARTICLE 4**

#### **COVENANTS OF THE PURCHASER**

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

#### **ARTICLE 5**

#### **REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDER**

- 5.1 The Shareholder represents, warrants and, where applicable, covenants to the Purchaser as follows, and acknowledges that the Purchaser is relying upon these representations, warranties and covenants in connection with entering into this Agreement and the Arrangement Agreement:
- (a) (i) the Shareholder is the sole registered and/or beneficial owner of the Subject Securities or it directly or indirectly, exercises control or direction over all of the Subject Securities set forth on the signature page hereto, (ii) except pursuant hereto, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which the Shareholder is a party or subject relating to the pledge, disposition, Transfer or voting of any of the Subject Shares set forth on the signature page hereto and there are no

voting trusts or voting agreements with respect to such Subject Securities, (iii) other than the Subject Securities, neither the Shareholder nor any of its Affiliates, beneficially owns, or exercises control or direction over any additional securities, or any securities convertible or exchangeable into any additional securities, of the Company, and (iv) the Shareholder has the sole right to vote (or cause to be voted) all the Subject Securities now held, and will have the right to vote (or cause to be voted) all the Subject Securities hereafter acquired by him or her;

- (b) this Agreement has been duly and validly executed and delivered by the Shareholder and, assuming this Agreement has been duly and validly executed and delivered by the Purchaser, constitutes a legal, valid and binding obligation, enforceable by the Purchaser against the Shareholder 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) the Subject Securities are free and clear of any security interests, liens, claims, pledges, options, rights of first refusal, co-sale rights, agreements, limitations on the Shareholder's voting rights, charges and other encumbrances of any nature (other than any encumbrances created by this Agreement or arising under applicable Securities Laws) ("**Encumbrances**") that could adversely affect the Arrangement, the Plan of Arrangement, the Arrangement Agreement, or the exercise or fulfillment of the rights and obligations of the Purchaser or the Shareholder under this Agreement or the Arrangement Agreement;
- (d) there are no Proceedings in progress or pending before any Governmental Authority or, to the knowledge of the Shareholder, threatened against the Shareholder or its Affiliates that would reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to enter into this Agreement and to perform its obligations hereunder; and
- (e) no consent of the Shareholder's spouse, if applicable, is necessary under any applicable Law in order for the Shareholder to enter into and perform its obligations hereunder.

## **ARTICLE 6**

### **REPRESENTATIONS, WARRANTIES OF THE PURCHASER**

6.1 The Purchaser represents and warrants to the Shareholder as follows and acknowledges that the Shareholder is relying upon these representations and warranties in connection with the entering into of this Agreement:

- (a) the Purchaser has been duly formed and is validly existing under the laws of the Province of Ontario and has the requisite corporate power and authority to conduct its business as it is now being conducted and to enter into this Agreement and to perform its obligations hereunder;
- (b) the execution and delivery of this Agreement and the completion by the Purchaser of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action of the Purchaser and no other corporate proceedings on the part of the Purchaser are necessary to authorize the execution and delivery by it of this Agreement or the completion by the Purchaser of the transactions contemplated hereby; and

- (c) this Agreement has been duly executed and delivered by the Purchaser and constitutes the legal, valid and binding obligation of the Purchaser 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.

## **ARTICLE 7**

### **TERMINATION**

- 7.1 Prior to the occurrence of a termination event set out in Section 7.2, this Agreement may be terminated at any time: (a) by a written instrument executed by each of the Purchaser and the Shareholder; (b) by the Shareholder if (i) any of the representations and warranties of the Purchaser in this Agreement shall not be true and correct in all material respects, (ii) the Purchaser shall not have complied with its covenants to the Shareholder contained in this Agreement in all material respects, or (iii) without the prior written consent of the Shareholder, the Arrangement Agreement has been amended in a manner that is adverse to the Shareholder or results in a reduction in, or change in the form of, the consideration offered by the Purchaser pursuant to the Arrangement; (c) by the Purchaser if (i) any of the representations and warranties of the Shareholder in this Agreement shall not be true and correct in all material respects, or (ii) the Shareholder shall not have complied with its covenants to the Purchaser contained in this Agreement in all material respects.
- 7.2 This Agreement shall automatically terminate and be of no further force and effect, without any required notice, upon the earliest to occur of:
  - (a) the Effective Time; and
  - (b) the date on which the Arrangement Agreement is validly terminated in accordance with its terms.
- 7.3 If this Agreement is terminated in accordance with this Article 7, the provisions of this Agreement will become void and no party shall have liability to any other party, except in respect of a breach of this Agreement which occurred prior to such termination.

## **ARTICLE 8**

### **DISCLOSURE**

- 8.1 The Shareholder: (i) consents to the details of this Agreement being set out in the Company Circular and this Agreement being made publicly available, including by filing on SEDAR+, as may be required pursuant to applicable Securities Laws or any Governmental Authority in connection with the Arrangement; (ii) consents to and authorizes the publication and disclosure by the Purchaser and the Company of its identity and holding of Subject Securities, the nature of its commitments and obligations under this Agreement and any other information, in each case that the Purchaser or the Company reasonably determines is required to be disclosed by applicable Law in any press release, or any other disclosure document in connection with the Arrangement and any transactions contemplated by the Arrangement Agreement; (iii) agrees to promptly give to the Purchaser and the Company any information either may reasonably require for the preparation of any such disclosure documents, including the Company Circular; and (iv) agrees to promptly notify the Purchaser and the Company of any required corrections with respect to any written information supplied by it specifically for use in any such disclosure document, if and to the extent that any

such information shall have become false or misleading in any material respect. Except as contemplated by the immediately preceding sentence and as otherwise required by applicable Laws or by any Governmental Authority or in accordance with the requirements of any stock exchange, no party shall make any public announcement or statement with respect to this Agreement without the approval of the other, which shall not be unreasonably withheld, conditioned or delayed.

## **ARTICLE 9**

### **GENERAL**

- 9.1 This Agreement shall become effective upon execution and delivery hereof by the Shareholder and the Purchaser.
- 9.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.
- 9.3 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 and no Person, other than the parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.
- 9.4 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.
- 9.5 Time shall be of the essence of this Agreement.
- 9.6 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by e-mail or similar means of recorded electronic communication:

(a) if to the Purchaser:

Premier American Uranium Inc.  
303 - 217 Queen St. West  
Toronto, Ontario M5V 0P5

Attention: Colin Healy  
E-mail: **[Redacted – Contact Information]**

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

Cassels Brock & Blackwell LLP  
Suite 3200, Bay Adelaide Centre – North Tower  
40 Temperance Street  
Toronto, Ontario M5H 0B4

Attention: Jamie Litchen  
Email: **[Redacted – Contact Information]**

(b) In the case of the Shareholder:

To the address set forth under the Shareholder's signature to this Agreement,

or to such other street address, individual or electronic communication number or address as may be designated by notice given by any party to the others. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the following Business Day if not given during such hours on any day.

- 9.7 This Agreement will be governed by, construed and interpreted and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, without regard to the conflict of laws, rules or principles thereof (or any other jurisdiction to the extent such laws, rules or principles would direct a matter to another jurisdiction). Each of the parties hereby irrevocably attorns and submits to the exclusive jurisdiction of the British Columbia courts situated in Vancouver, British Columbia in respect of all matters arising under and in relation to this Agreement, and irrevocably waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.
- 9.8 Each of the parties hereto agrees with the other that: (i) monetary damages may not be a sufficient remedy for any breach of this Agreement by any of the parties, (ii) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, and (iii) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to any preliminary applications for such relief to any court of competent jurisdiction.
- 9.9 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not irremediably affected in any manner materially adverse to any party hereto. 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 transactions contemplated hereby are fulfilled according to their original tenor to the extent possible.
- 9.10 This Agreement constitutes the entire agreement between the parties and supersedes all other prior agreements, understandings and undertakings, both written and oral, among the parties with respect to the subject matter hereof.
- 9.11 The Shareholder confirms that it has had the opportunity to obtain independent legal advice regarding its rights, duties and obligations hereunder and the Shareholder has sought, or has willingly waived the right to seek independent legal advice regarding its respective rights, duties and obligations hereunder.
- 9.12 Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.



- 9.13 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce more than one counterpart. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

***[Remainder of page left intentionally blank.]***

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

**PREMIER AMERICAN URANIUM INC.**

By: \_\_\_\_\_  
Name:

Title:

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**WITNESS**

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**[INDIVIDUAL SHAREHOLDER]**

Address of Shareholder:

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Email: 

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(Number of Common Shares Held)

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(Number of Options Held)

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(Number of Warrants Held)

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