



Fission
URANIUM CORP.

**NOTICE OF SPECIAL MEETING
AND
MANAGEMENT INFORMATION CIRCULAR

FOR THE
SPECIAL MEETING OF SHAREHOLDERS AND OPTIONHOLDERS**

**TO BE HELD AT 10:00 A.M.
ON NOVEMBER 28, 2013
AT THE ADDRESS OF
BLAKE, CASSELS & GRAYDON LLP
SUITE 2600, THREE BENTALL CENTRE
595 BURRARD STREET, VANCOUVER, BC V7X 1L3**

FISSION URANIUM CORP.

October 29, 2013

Dear Shareholders and Optionholders:

You are invited to attend a special meeting (the "**Fission Meeting**") of the shareholders (the "**Fission Shareholders**") and the optionholders (the "**Fission Optionholders**") of Fission Uranium Corp. ("**Fission**" or the "**Company**") to be held at the offices of Blake, Cassels & Graydon LLP, Suite 2600, 595 Burrard Street, Vancouver, British Columbia, V7X 1L3, on November 28, 2013 commencing at 10:00 a.m. (Vancouver time).

At the Fission Meeting you will be asked to consider and vote upon a proposed statutory plan of arrangement of the Company (the "**Fission Arrangement**"). The Fission Arrangement involves, among other things, the distribution of common shares (each, a "**Fission Spinco Share**") of Fission 3.0 Corp. ("**Fission Spinco**"), being an entity recently incorporated by the Company, to Fission Shareholders such that each Fission Shareholder will hold: (i) one new common share of the Company post-Fission Arrangement ("**New Fission Share**"); and (ii) one Fission Spinco Share for each common share of the Company currently held ("**Fission Share**") on the effective date of the Fission Arrangement.

Upon completion of the Fission Arrangement, each Fission Option will be deemed to be exchanged for one option to acquire a New Fission Share at an exercise price reduced to reflect the spinout of certain assets to Fission Spinco.

The holders of Fission warrants (the "**Fission Warrants**") are entitled to receive, upon exercise of the Fission Warrants, the number of New Fission Shares and Fission Spinco Shares which they would have been entitled to receive as a result of the Fission Arrangement, if immediately prior to the effective date of the Fission Arrangement, they had exercised their Fission Warrants.

The Fission Arrangement is part of a larger transaction involving Fission and Alpha Minerals Inc. ("**Alpha**"), pursuant to which Fission is acquiring all of the common shares of Alpha, following the spinout by Alpha of certain of its mineral properties and cash (the "**Alpha Arrangement**"). The Fission Arrangement will not be completed unless the Alpha Arrangement is also approved by Alpha securityholders. For more information about the Alpha Arrangement, see Alpha's Management Information Circular dated October 29, 2013 available on SEDAR at www.sedar.com. At the Fission Meeting you are only being asked to consider and vote for the Fission Arrangement. If you are also a shareholder of Alpha, information regarding voting for the Alpha Arrangement is contained in the Alpha Management Information Circular.

Upon completion of the Fission Arrangement, Fission Spinco will own certain of Fission's exploration assets including the PLN Property (as defined in the accompanying Management Information Circular) and is expected to have approximately \$3 million in cash. Fission Shareholders will hold 100% of the Fission Spinco Shares upon completion of the Fission Arrangement. Detailed information regarding the Fission Arrangement is contained in the attached Notice of Meeting and Management Information Circular.

In order to become effective, the Fission Arrangement must be approved by a special resolution passed by: (a) at least a two-thirds majority of the votes cast by Fission Shareholders; and (b) at least a two-thirds majority of the votes cast by Fission Shareholders and Fission Optionholders, voting as a single class, in each case, at the Fission Meeting and present in person or by proxy. Completion of the Fission Arrangement is also subject to receipt of certain required regulatory approvals, including the approval of the TSX Venture Exchange and the Court of Queen's Bench of

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Alberta (the “**Court**”), and other customary closing conditions, all of which are described in more detail in the attached Management Information Circular.

All directors and all senior officers of Fission holding in the aggregate approximately 5,808,732 Fission Shares representing 3.83% of the issued and outstanding Fission Shares, have indicated their support for the Fission Arrangement.

The board of directors of Fission (the “**Fission Board**”) has unanimously determined that the Fission Arrangement is fair and is in the best interest of Fission Shareholders. **Accordingly, the Fission Board recommends that the Fission Shareholders and Fission Optionholders vote FOR the Fission Arrangement.**

The TSX-V has determined that its due bill trading procedure will be used in connection with the distribution of the Fission Spinco Shares to the Fission Shareholders. Additional information respecting due bills and the trading procedures to be followed are included in the accompanying Notice of Special Meeting and Management Information Circular.

Voting

If you are not registered as the holder of your Fission Shares but hold your shares through a broker or other intermediary, you should follow the instructions provided by your broker or other intermediary to vote your Fission Shares. See the section in the accompanying Management Information Circular entitled “*General Proxy Information - Non-Registered Holders*” for further information on how to vote your Fission Shares.

If you are a registered Fission Shareholder or are a Fission Optionholder, please vote online at www.investorvote.com or by completing the enclosed form of proxy. You should specify your choice by marking the box on the enclosed form of proxy and by dating, signing and returning your proxy either in the enclosed return envelope addressed to Computershare Investor Services Inc., at its offices at 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1 or by toll free North American fax number 1-866-249-7775, or by international fax number 1-416-263-9524 at least forty-eight hours (excluding Saturdays, Sundays and holidays) prior to the time of the Fission Meeting. The Chair of the Fission Meeting may waive the proxy cut-off time at his discretion without notice. Please vote as soon as possible. Voting by proxy will not prevent you from voting in person if you attend the Fission Meeting and revoke your proxy, but will ensure that your vote will be counted if you are unable to attend.

Fission has retained Kingsdale Shareholder Services Inc. (“**Kingsdale**”) as proxy solicitation agent in respect of the Fission Arrangement. If you have any questions, please contact Kingsdale by telephone: 1-800-749-9052 (toll free within North America) or collect at 416-867-2272 or by email: contactus@kingsdaleshareholder.com.

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While certain matters, such as the timing of the receipt of Court approval, are beyond the control of Fission, if the resolution approving the Fission Arrangement is passed by the requisite majority of Fission Shareholders and Fission Optionholders at the Fission Meeting, it is anticipated that the Fission Arrangement will be completed and become effective on or about December 6, 2013.

Sincerely,

“*Ross McElroy*”

President, COO & Director

If you have any questions or need assistance completing your proxy or Voting Instruction Form, please call Kingsdale Shareholder Services Inc. at 1-800-749-9052 or email contactus@kingsdaleshareholder.com.

FREQUENTLY ASKED QUESTIONS ABOUT THE FISSION ARRANGEMENT AND THE FISSION MEETING

Following are some questions that you, as a Fission Shareholder or Fission Optionholder, may have relating to the Fission Meeting and answers to those questions. These questions and answers do not provide all of the information relating to the Fission Meeting or the matters to be considered at the Fission Meeting and are qualified in their entirety by the more detailed information contained elsewhere in this Circular. You are urged to read this Circular in its entirety before making a decision related to your Fission Shares and Fission Options.

Q: What am I voting on?

A: You are being asked to consider and, if deemed advisable, to vote FOR the resolution approving the Fission Arrangement (the “**Fission Arrangement Resolution**”), which provides for, among other things, the distribution of Fission Spinco Shares to Fission Shareholders such that Fission Shareholders will hold: (i) one New Fission Share; and (ii) one Fission Spinco Share.

You are not being asked to vote on the Alpha Arrangement, which will only be voted on by shareholders of Alpha. If you are also a shareholder of Alpha, please refer to Alpha’s management information circular regarding the Alpha Arrangement available at Alpha’s profile on SEDAR at www.sedar.com for more information about the Alpha Arrangement, including information regarding voting for Alpha shareholders.

Fission Shareholders are also being asked to approve the Fission Spinco Option Plan. Fission Spinco has adopted the Fission Spinco Option Plan in order to provide incentive compensation to directors, officers, employees and consultants of Spinco and its subsidiaries as well as to assist Fission Spinco and its subsidiaries in attracting, motivating and retaining qualified directors, management personnel and consultants. The purpose of the Fission Spinco Option Plan is to provide additional incentive for participants’ efforts to promote the growth and success of the business of Fission Spinco.

Q: When and where is the Fission Meeting?

A: The Fission Meeting will take place on November 28, 2013 at 10:00 a.m. (Vancouver time), at the offices of Blake, Cassels & Graydon LLP, Suite 2600 - 595 Burrard Street, Vancouver, British Columbia, V7X 1L3.

Q: Who is soliciting my proxy?

A: Your proxy is being solicited by management of Fission. This Circular is furnished in connection with that solicitation. The solicitation of proxies for the Fission Meeting will be made primarily by mail, and may be supplemented by telephone.

Q: Who can attend and vote at the Fission Meeting and what is the quorum for the Fission Meeting?

A: Only Fission Shareholders and Fission Optionholders of record as of the close of business on October 23, 2013, the record date for the Fission Meeting, are entitled to receive notice of and to attend, and vote at, the Fission Meeting or any adjournment(s) or postponement(s) of the Fission Meeting.

If you have any questions or need assistance completing your proxy or Voting Instruction Form, please call Kingsdale Shareholder Services Inc. at 1-800-749-9052 or email contactus@kingsdaleshareholder.com.

The quorum for the transaction of business at the Fission Meeting will be two persons present in person, each being a Fission Shareholder entitled to vote at the Fission Meeting or a duly appointed proxyholder or representative for a Fission Shareholder so entitled.

Q: How many Fission Shares and Fission Options are entitled to vote?

A: As of October 23, 2013, there were 151,502,270 Fission Shares and 13,525,916 Fission Options outstanding and entitled to vote at the Fission Meeting. You are entitled to one vote for each Fission Share that you own and one vote for each Fission Option that you own.

Q: What will I receive in the Fission Arrangement?

A: If the Fission Arrangement is completed, Fission Shareholders will be entitled to receive one New Fission Share and one Fission Spinco Share for every one outstanding Fission Share held and Fission Optionholders will be deemed to have exchanged each Fission Option held for one option to purchase one New Fission Share at an exercise price reduced to reflect the spinout of certain assets of Fission to Fission Spinco.

Q: What vote is required at the Fission Meeting to approve the Resolutions?

A: The Fission Arrangement Resolution must be passed by the affirmative vote of: (a) at least two-thirds of the votes cast at the Fission Meeting by Fission Shareholders; and (b) at least two-thirds of the votes cast at the Fission Meeting by Fission Shareholders and Fission Optionholders (voting together as a single class), in each case, in person or represented by proxy and entitled to vote at the Fission Meeting.

The Fission Spinco Option Plan must be approved by a simple majority of the Fission Shareholders.

Q: How do I vote?

A: Registered Fission Shareholders and Fission Optionholders can vote in the following ways:

- **Mail:** To the offices of Computershare Investor Services Inc. Attention: Proxy Department, 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1 or
- **Fax:** Computershare Investor Services Inc.: 416-263-9524 toll-free 1-866-249-7775 or
- **Online:** Go to the website indicated on the proxy form (www.investorvote.com) and follow the instructions on the screen or
- **Phone:** Call the toll-free number indicated on the proxy form (1.866.732.VOTE) and follow the instructions using your 15 digit control number located at the bottom left hand corner of your proxy or
- **In Person:** Present yourself to a representative of Computershare at the Fission Meeting.

All Fission Optionholders are registered holders. Non-registered shareholders are either “objecting beneficial owners” or “**OBOs**”, who object to intermediaries disclosing information about their identity and ownership in the Corporation or “non-objecting beneficial owners” or “**NOBOs**”, who do not object to such disclosure.

If you have any questions or need assistance completing your proxy or Voting Instruction Form, please call Kingsdale Shareholder Services Inc. at 1-800-749-9052 or email contactus@kingsdaleshareholder.com.

Canadian NOBOs may vote in the following ways:

- **Mail:** To the offices of Computershare Investor Services Inc. Attention: Proxy Department, 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1 or
- **Fax:** Computershare Investor Services Inc.: 416-263-9524 toll-free 1-866-249-7775 or
- **Online:** Go to the website indicated on the voting instruction form (“VIF”). (www.investorvote.com) and follow the instructions on the screen or
- **Phone:** Call the toll-free number indicated on the proxy form (1.866.734.VOTE) and follow the instructions using your 15 digit control number located at the bottom left hand corner of your VIF.

U.S. NOBOs and Canadian and U.S. OBOs will have received this Circular from their nominee, together with a form of proxy or a VIF. If that is the case, it is most important that you comply strictly with the instructions that have been given to you by your nominee on the VIF.

Q: What if I return my proxy but do not mark it to show how I wish to vote?

A: If your proxy is signed and dated and returned without specifying your choice or is returned specifying both choices, your Fission Shares and Fission Options will be voted FOR the Fission Arrangement Resolution and FOR the Fission Spinco Stock Option Plan in accordance with the recommendations of the Fission Board.

Q: When is the cut-off time for delivery of proxies?

A: Proxies must be received not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Fission Meeting or any adjournment thereof. In this case, assuming no adjournment, the proxy-cut off time is 10:00 a.m. (Vancouver time) November 26, 2013. The Chair of the Fission Meeting may waive the proxy cut-off time at his discretion without notice.

Q: Can I change my vote?

A: Yes. If you want to revoke your proxy after you have delivered it, you can do so at any time before it is used. You may do this by (a) attending the Fission Meeting and voting in person if you were a Registered Fission Shareholder or Fission Optionholder at the Record Date; (b) voting again online; (c) signing and returning a proxy bearing a later date; (d) signing a written statement which indicates, clearly, that you want to revoke your proxy and delivering this signed written statement to the Registered Office of Fission at Suite 700 - 595 Howe Street, Vancouver, British Columbia, V6C 2T5; or (e) in any other manner permitted by law.

Your proxy will only be revoked if a revocation is received by 4:00 p.m. (Vancouver time) on the last Business Day before the day of the Fission Meeting, or is delivered to the person presiding at the Fission Meeting before it commences. Registered Fission Shareholders and Fission Optionholders that revoke their proxy and do not replace it with another that is deposited with us before the deadline, can still vote their shares, but to do so they must attend the Fission Meeting in person.

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Q: What are the recommendations of the Directors on the Fission Arrangement?

A: After taking into consideration, among other things, the Court approval and the advice of its financial advisor regarding the fairness of the consideration to be received by Fission Shareholders and the Fission Optionholders, the directors have concluded that the Fission Arrangement is in the best interests of Fission and fair to the Fission Shareholders and Fission Optionholders and recommend that Fission Shareholders and Fission Optionholders vote FOR the Fission Arrangement Resolution to approve the Fission Arrangement.

Q: Why are the Directors making this recommendation?

A: In reaching their conclusion that the Fission Arrangement is fair to Fission Shareholders and Fission Optionholders and that it is in the best interests of Fission, the directors considered and relied upon a number of factors, including those described under the headings “*The Fission Meeting – Reasons for the Fission Arrangement*” in this Circular.

Q: In addition to the approval of Fission Securityholders, are there any other approvals required for the Arrangement?

A: Yes, the Fission Arrangement requires the approval of the Court and also is subject to the receipt of certain regulatory approvals, including the approval of the TSX-V. See “*The Fission Meeting – Court Approval of the Fission Arrangement*” and “*The Fission Meeting – Regulatory Approvals*” in this Circular. In addition, the Fission Arrangement will not be completed unless the Alpha Arrangement also receives necessary Court approvals and is approved by Alpha securityholders.

Q: Do any Directors or executive officers of Fission have any interests in the Fission Arrangement that are different from, or in addition to, those of the Fission Shareholders?

A: In considering the recommendation of the Fission Board to vote in favour of the matters discussed in this Circular, Fission Securityholders should be aware that some of the directors and executive officers of Fission have interests in the Fission Arrangement that are different from, or in addition to, the interests of Fission Securityholders generally. See “*The Fission Meeting – Interests of Certain Persons in the Fission Arrangement*” in this Circular.

Q: Do I need to send in my Fission Share certificates?

A: No. You are not required to send the certificates representing your Fission Shares to validly cast your vote in respect of the Fission Arrangement Resolution or to receive New Fission Shares or Fission Spinco Shares.

Q: When can I expect to receive my Fission Spinco Shares?

A: Assuming completion of the Fission Arrangement, if you hold your Fission Shares through an intermediary, then you are not required to take any action and Fission Spinco Shares will be delivered to your intermediary through the procedures in place for such purposes between CDS & Co. or similar entities and such intermediaries. If you hold your Fission Shares through an intermediary, you should contact your intermediary if you have questions regarding this process.

In the case of Registered Fission Shareholders, as soon as practicable after the Effective Date, Fission Spinco will cause Computershare to forward certificates representing Fission Spinco Shares to which the Registered Fission Shareholder is entitled by first class mail to the address of the Fission Shareholder as shown on the register maintained by Computershare.

See “*The Fission Meeting – Procedure for Distribution of Share Certificates*” in this Circular.

Q: How will the votes be counted?

A: Computershare Investor Services Inc., Fission’s transfer agent, counts and tabulates the proxies. Proxies are counted and tabulated by the transfer agent in such a manner as to preserve the confidentiality of the voting instructions of Registered Fission Shareholders and Fission Optionholders, subject to a limited number of exceptions.

Q: How will I know when the Fission Arrangement will be implemented?

A: The Effective Date will occur upon satisfaction or waiver of all of the conditions to the completion of the Fission Arrangement. If the requisite level of approval is obtained at the Fission Meeting and all other conditions are satisfied, the Effective Date is expected to occur on or about December 6, 2013. On the Effective Date, Fission will publicly announce that the conditions are satisfied or waived and that the Fission Arrangement has been implemented.

Q: Are there risks I should consider in deciding whether to vote for the Fission Arrangement Resolution?

A: Yes. Fission Securityholders and Fission Optionholders should carefully consider the risk factors relating to the Fission Arrangement. Some of these risks include, but are not limited to: (i) the Arrangement Agreement may be terminated in certain circumstances, including in the event of a change having a Material Adverse Effect on Fission; (ii) there can be no certainty that all conditions precedent to the Fission Arrangement will be satisfied; (iii) Fission will incur costs even if the Fission Arrangement is not completed, and also may be required to pay the Termination Payment to Alpha; (iv) directors and executive officers of Fission may have interests in the Fission Arrangement that are different from those of the Fission Shareholders; (v) the market price for Fission Shares and Fission Spinco Shares (if Fission Spinco Shares are listed) may decline; (vi) Fission may sell Fission Spinco Shares on behalf of a Fission Shareholder to meet Fission’s withholding tax obligations (including any applicable interest and penalties) arising as a result of any deemed dividend, and any such sales may negatively impact the trading price of the Fission Spinco Shares (if listed); (vii) there is no guarantee that the Fission Spinco Shares will be listed on the TSX-V or that a market for such shares will develop; (viii) Fission Spinco Shares may not be qualified investments under the Tax Act for a Registered Plan; (ix) the Fission Arrangement is expected to be a taxable transaction for U.S. federal income tax purposes and, as a result, may accelerate adverse U.S. federal income tax consequences to U.S. Holders under the PFIC rules; and (x) the issue of Fission Spinco Shares under the Fission Arrangement and their subsequent sale may cause the market price of Fission Shares to decline from current or anticipated levels.

See “*The Fission Meeting – Risks Associated with the Fission Arrangement*” in this Circular.

Q: What are the Canadian income tax consequences of the Fission Arrangement?

If you have any questions or need assistance completing your proxy or Voting Instruction Form, please call Kingsdale Shareholder Services Inc. at 1-800-749-9052 or email contactus@kingsdaleshareholder.com.

A: For a summary of certain material Canadian income tax consequences of the Fission Arrangement, see "*Certain Canadian Federal Income Tax Considerations*". Such summary is not intended to be legal or tax advice to any particular Fission Securityholder. Fission Securityholders should consult their own tax and investment advisors with respect to their particular circumstances.

Q: What are the U.S. Federal income tax consequences of the Fission Arrangement?

A: For a summary of certain material U.S. federal income tax consequences of the Fission Arrangement, see "*Certain United States Federal Income Tax Considerations*". Such summary is not intended to be legal or tax advice to any particular Fission Securityholders that are U.S. Holders. U.S. Holders should consult their own tax advisors with respect to their particular circumstances.

Q: Am I entitled to Dissent Rights?

A: The Fission Interim Order provides the Registered Fission Shareholders with Dissent Rights in connection with the Fission Arrangement that will be available if the Fission Arrangement Resolution is approved by the Fission Securityholders. **Registered Fission Shareholders considering exercising Dissent Rights should seek the advice of their own legal counsel and tax and investment advisors and should carefully review the description of such rights set forth in this Circular and the Fission Interim Order, and comply with the provisions of the Dissent Rights the full text of which is set out on Appendix "C" to this Circular. See "*The Fission Meeting – Dissent Rights*" in this Circular.**

Q: What will happen to the Fission Shares that I currently own after completion of the Fission Arrangement?

A: Upon completion of the Fission Arrangement, certificates representing Fission Shares shall for all purposes be deemed to be the New Fission Shares. No new certificates for New Fission Shares will be issued.

Q: How does the Fission Arrangement relate to the Alpha Arrangement?

A: The Fission Arrangement and Alpha Arrangement are two separate statutory plans of arrangement that comprise a larger transaction whereby ownership of the PLS Property will be consolidated in Fission. Consolidation of the ownership of the PLS Property will be accomplished through the acquisition by Fission of all of the common shares of Alpha pursuant to the Alpha Arrangement. Additionally, prior to the acquisition of the Alpha common shares, both Alpha and Fission will spin out all of their mineral properties other than their interests in the PLS Property, plus approximately \$3 million to Alpha Spinco and Fission Spinco, respectively. Neither of the Fission Arrangement or Alpha Arrangement will be completed unless both are completed.

NOTICE OF MEETING

NOTICE IS HEREBY GIVEN that a special meeting (the “**Fission Meeting**”) of the holders of common shares (“**Fission Shareholders**”) and options (“**Fission Options**”) of Fission Uranium Corp. (“**Fission**” or the “**Company**”) will be held at the offices of Blake, Cassels & Graydon LLP, Suite 2600, 595 Burrard Street, Vancouver, British Columbia, V7X 1L3, on November 28, 2013 at 10:00 a.m. (Vancouver time) for the following purposes:

1. to consider pursuant to an Fission Interim Order of the Court of Queen’s Bench of Alberta dated October 28, 2013 (the “**Fission Interim Order**”) and, if thought advisable, to pass, with or without amendment, a special resolution (the “**Fission Arrangement Resolution**”) approving an arrangement (the “**Fission Arrangement**”) under section 192 of the *Canada Business Corporations Act*, the full text of which resolution is set forth in Appendix “A” to the accompanying Management Information Circular (the “**Circular**”);
2. to approve Fission Spinco’s Stock Option plan; and
3. to transact such further or other business as may properly come before the Fission Meeting or any adjournments thereof.

The Circular provides additional information relating to the matters to be addressed at the Fission Meeting, including the Fission Arrangement, and is deemed to form part of this Notice.

Registered Fission Shareholders and Fission Optionholders are entitled to vote at the Fission Meeting either in person or by proxy. Registered Fission Shareholders and Fission Optionholders who are unable to attend the Fission Meeting in person are encouraged to read, complete, sign, date and return the enclosed form of proxy in accordance with the instructions set out in the proxy and in the Circular. In order to be valid for use at the Fission Meeting, proxies must be received by Computershare Investor Services Inc., at its office 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1 or by toll free North American fax number 1-866-249-7775, or by international fax number 1-416-263-9524 at least 48 hours (excluding Saturdays, Sundays and holidays) prior to the time of the Fission Meeting. The Chair of the Fission Meeting may waive the proxy cut-off time at his discretion without notice. Please advise Fission of any change in your mailing address.

If you are a non-registered shareholder, please refer to the section in the Circular entitled “*General Proxy Information - Non-Registered Holders*” for information on how to vote your Fission Shares.

Take notice that, pursuant to the Fission Interim Order, each registered Fission Shareholder, has been granted the right to dissent in respect of the Fission Arrangement Resolution and, if the Fission Arrangement becomes effective, to be paid the fair value of the common shares of Fission in respect of which such registered Fission Shareholder dissents by the Company, in accordance with the dissent procedures contained in the Fission Interim Order. To exercise such right, (a) a written notice of dissent with respect to the Fission Arrangement Resolution from the registered Fission Shareholder must be received by Fission at its address for such purpose, Blake, Cassels & Graydon LLP, 2600 – 595 Burrard Street, Vancouver, British Columbia, V7X 1L3, Attention: Sean Boyle, by not later than 4:00 p.m. (Vancouver time) on November 25, 2013, or two Business days prior to any adjournment of the Fission Meeting, and (b) the registered Fission Shareholder must have otherwise complied with the dissent procedures in the Fission Interim Order. The right to dissent is described in the Circular and the text of the Fission Interim Order is set forth in Appendix “C” to the Circular.

If you have any questions or need assistance completing your proxy or Voting Instruction Form, please call Kingsdale Shareholder Services Inc. at 1-800-749-9052 or email contactus@kingsdaleshareholder.com.

Failure to strictly comply with the requirements set forth in the Fission Interim Order may result in the loss of any right of dissent.

DATED at Vancouver, British Columbia this 29th day of October, 2013.

**BY ORDER OF THE BOARD OF DIRECTORS OF
FISSION URANIUM CORP.**

“Ross McElroy”
President, COO and Director

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INFORMATION CONTAINED IN THIS INFORMATION CIRCULAR

The information contained in this Circular, unless otherwise indicated, is given as of October 29, 2013.

No person has been authorized to give any information or to make any representation in connection with the matters being considered herein other than those contained in this Circular and, if given or made, such information or representation should be considered or relied upon as not having been authorized. This Circular does not constitute an offer to sell, or a solicitation of an offer to acquire, any securities, or the solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such an offer of proxy solicitation. Neither the delivery of this Circular nor any distribution of securities referred to herein shall, under any circumstances, create any implication that there has been no change in the information set forth herein since the date of this Circular.

Information contained in this Circular should not be construed as legal, tax or financial advice and Fission Shareholders and Fission Optionholders are urged to consult their own professional advisors in connection with the matters considered in this Circular.

The Fission Arrangement has not been approved or disapproved by any securities regulatory authority, nor has any securities regulatory authority passed upon the fairness or merits of the Fission Arrangement or upon the accuracy or adequacy of the information contained in this Circular and any representation to the contrary is unlawful.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS AND RISKS

This Circular and the documents incorporated into this Circular by reference, contain “forward-looking statements” within the meaning of the U.S. Private Securities Litigation Reform Act of 1995 and “forward-looking information” within the meaning of the applicable Canadian securities legislation (forward-looking information and forward-looking statements being collectively herein after referred to as “forward-looking statements”) that are based on expectations, estimates and projections as at the date of this Circular or the dates of the documents incorporated herein by reference, as applicable. These forward-looking statements include but are not limited to statements and information concerning: the Fission Arrangement; the Alpha Arrangement; covenants of Fission; Covenants of Alpha; the timing for the implementation of the Fission Arrangement and the potential benefits of the Fission Arrangement; the timing for the implementation of the Alpha Arrangement; the likelihood of the Fission Arrangement being completed; the likelihood of the Alpha Arrangement being completed; principal steps of the Fission Arrangement; statements relating to the business and future activities of, and developments related, to Fission and Fission Spinco after the date of this Circular and prior to the Effective Time and to and of Fission and Fission Spinco after the Effective Time; Fission Securityholder Approval and Court approval of the Fission Arrangement; regulatory approval of the Fission Arrangement; listing of the Fission Spinco Shares on the TSX-V; market position, and future financial or operating performance of Fission or Fission Spinco; participation of Fission Shareholders in the Fission Spinco Properties; participation by Fission Shareholders in the PLS Property; liquidity of New Fission Shares and Fission Spinco Shares following the Effective Time; statements based on the *pro forma* financial statements of Fission and Fission Spinco attached hereto as Appendices “H” and “I” to this Circular, respectively; ability of Fission to develop the PLS Property; ability of Fission Spinco to develop the Fission Spinco Properties; anticipated developments in operations; the future price of metals; the timing and amount of estimated future production; costs of production and capital expenditures; mine life of mineral projects, the timing and

amount of estimated capital expenditure; costs and timing of exploration and development and capital expenditures related thereto; operating expenditures; success of exploration activities, estimated exploration budgets; currency fluctuations; requirements for additional capital; government regulation of mining operations; environmental risks; unanticipated reclamation expenses; title disputes or Claims; limitations on insurance coverage; the timing and possible outcome of pending litigation in future periods; the timing and possible outcome of regulatory and permitted matters; goals; strategies; future growth; planned exploration activities and planned future acquisitions; the adequacy of financial resources; and other events or conditions that may occur in the future.

Any statements that involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions or future events or performance (often but not always using phrases such as “expects”, or “does not expect”, “is expected”, “anticipates” or “does not anticipate”, “plans”, “budget”, “scheduled”, “forecasts”, “estimates”, “believes” or “intends” or variations of such words and phrases or stating that certain actions, events or results “may” or “could”, “would”, “might”, or “will” be taken to occur or be achieved) are not statements of historical fact and may be forward-looking statements and are intended to identify forward-looking statements, which include statements relating to, among other things, the ability of Fission or Fission Spinco to continue to successfully compete in the market.

These forward-looking statements are based on the beliefs of Fission’s management, as well as on assumptions, which such management believes to be reasonable based on information currently available at the time such statements were made. However, there can be no assurance that the forward-looking statements will prove to be accurate. Such assumptions and factors include, among other things, the satisfaction of the terms and conditions of the Fission Arrangement and the Alpha Arrangement, including the approval of the Fission Arrangement and the Alpha Arrangement and their respective fairness by the Court, and the receipt of the required governmental and regulatory approvals and consents.

By their nature, forward-looking statements are based on assumptions and involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Fission or Fission Spinco to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Forward-looking statements are subject to a variety of risks, uncertainties and other factors which could cause actual events or results to differ from those expressed or implied by the forward-looking statements, including, without limitation: the Fission Arrangement Agreement may be terminated in certain circumstances; general business, economic, competitive, political, regulatory and social uncertainties; uranium price volatility; uncertainty related to mineral exploration properties; risks related to the ability to finance the continued exploration of mineral properties; risks related to Fission and Fission Spinco not having any proven or provable mineral reserves; history of losses of Fission and expectation of future losses for Fission and Fission Spinco; risks related to factors beyond the control of Fission or Fission Spinco; limited business history of Fission Spinco; risks and uncertainties associated with exploration and mining operations; risks related to the ability to obtain adequate financing for planned development activities; lack of infrastructure at mineral exploration properties; risks and uncertainties relating to the interpretation of drill results and the geology, grade and continuity of mineral deposits; uncertainties related to title to mineral properties and the acquisition of surface rights; risks related to governmental regulations, including Environmental Laws and regulations and liability and obtaining permits and licences; future changes to Environmental Laws and regulations; unknown environmental risks for past activities; commodity price fluctuations; risks related to reclamation activities on mineral properties; risks related to political instability and unexpected regulatory change; currency fluctuations and risks associated with a fixed exchange

ratio; influence of third party stakeholders; conflicts of interest; risks related to dependence on key individuals; risks related to the involvement of some of the directors and officers of Fission and Fission Spinco with other natural resource companies; enforceability of Claims; the ability to maintain adequate control over financial reporting; risks related to the common shares of Fission and Fission Spinco, including price volatility due to events that may or may not be within such Parties' control; disruptions or changes in the credit or security markets; risks related to international operations; risks related to joint venture operations; actual results of current exploration activities; reserve and resource estimate risk; actual results of current reclamation activities; conclusions of economic evaluations; changes in project parameters as plans continue to be refined; changes in labour costs or other costs of production; labour disputes and other risks of the mining industry; delays in obtaining governmental approvals or financing or in the completion of development or construction activities; the ability to renew existing licenses or permits or obtain required licenses and permits; increased infrastructure and/or operating costs; risks of not meeting production and cost forecasts; discrepancies between actual and estimated production; mineral reserves and resources and metallurgical recoveries; mining operational and development risk; litigation risks; risks of sovereign investment and operating in foreign countries; foreign countries' regulatory requirements; speculative nature of uranium exploration; risks related to directors and officers of Fission possibly having interests in the Fission Arrangement that are different from other Fission Shareholders; risks relating to the possibility that more than 5% of Fission Shareholders may exercise their Dissent Rights; risks related to instability in the global economic climate; dilutive effects to Fission Shareholders; risks related to the ability to complete acquisitions; risks related to the ability of Fission and Fission Spinco to find appropriate joint venture partners; environmental risks; community and non-governmental actions and regulatory risks.

This list is not exhaustive of the factors that may affect any of forward-looking statements of Fission and Fission Spinco. Forward-looking statements are statements about the future and are inherently uncertain. Actual results could differ materially from those projected in the forward-looking statements as a result of the matters set out or incorporated by reference in this Circular generally and certain economic and business factors, some of which may be beyond the control of Fission and Fission Spinco. Some of the important risks and uncertainties that could affect forward-looking statements are described further under the heading "*The Fission Meeting – Risks Associated with the Fission Arrangement*" and in Appendix "E" to this Circular under the heading "*Information Concerning Fission Spinco – Risk Factors*". Fission and Fission Spinco do not intend, and do not assume any obligation, to update any forward-looking statements, other than as required by applicable law. For all of these reasons, Fission Shareholders and Fission Optionholders should not place undue reliance on forward-looking statements.

NOTE TO UNITED STATES SECURITYHOLDERS

THE FISSION ARRANGEMENT AND THE SECURITIES TO BE ISSUED IN CONNECTION WITH THE FISSION ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE IN THE UNITED STATES, NOR HAS THE SEC OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE IN THE UNITED STATES PASSED UPON THE FAIRNESS OR MERITS OF THE FISSION ARRANGEMENT OR UPON THE ADEQUACY OR ACCURACY OF THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The New Fission Shares and the Fission Spinco Shares to be received by Fission Shareholders pursuant to the Fission Arrangement, have not been registered under the U.S. Securities Act or applicable state Securities Laws, and are being issued in reliance on the exemption from the

registration requirements of the U.S. Securities Act set forth in Section 3(a)(10) thereof on the basis of the approval of the Court, and similar exemptions from registration under applicable state Securities Laws. Section 3(a)(10) of the U.S. Securities Act exempts the issuance of any securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration under the U.S. Securities Act where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the fairness of the terms and conditions of such issuance and exchange to those to whom the securities will be issued, at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the fairness of the terms and conditions of the Fission Arrangement will be considered. The Court issued the Fission Interim Order on October 28, 2013 and, subject to the approval of the Fission Arrangement by the Fission Shareholders and the Fission Optionholders, a hearing on the Fission Arrangement will be held on November 29, 2013 at 3:00 p.m. (Calgary Time) at the Calgary Courts Centre, 601 - 5 Street SW, Calgary, Alberta, Canada. All Fission Shareholders and Fission Optionholders are entitled to appear and be heard at this hearing. The Fission Final Order will constitute a basis for the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof and comparable state securities laws with respect to the New Fission Shares and the Fission Spinco Shares to be received by Fission Shareholders in exchange for their Fission Shares pursuant to the Fission Arrangement. Prior to the hearing on the Fission Final Order, the Court will be informed of this effect of the Fission Final Order. See *“The Fission Meeting – Regulatory Law Matters and Securities Law Matters”*.

The solicitation of proxies made pursuant to this Circular is not subject to the requirements of Section 14(a) of the Exchange Act. Accordingly, this Circular has been prepared in accordance with disclosure requirements applicable in Canada, and the solicitations and transactions contemplated in this Circular are made in the United States for securities of a Canadian issuer in accordance with Canadian corporate and Securities Laws. Fission Shareholders and Fission Optionholders in the United States should be aware that such requirements are different from those of the United States applicable to registration statements under the U.S. Securities Act and to proxy statements under the Exchange Act.

Without limiting the foregoing, information concerning the mineral properties of Fission and Fission Spinco has been prepared in accordance with the requirements of Canadian Securities Laws, which differ in material respects from the requirements of Securities Laws of the United States applicable to U.S. companies subject to the reporting and disclosure requirements of the SEC. Under SEC standards, mineralization may not be classified as a “reserve” unless the determination has been made that the mineralization could be economically and legally produced or extracted at the time of the reserve determination, and the SEC does not recognize the reporting of mineral deposits which do not meet the SEC Industry Guide 7 definition of “reserve”. In accordance with NI 43-101, the terms “mineral reserve”, “proven mineral reserve”, “probable mineral reserve”, “mineral resource”, “measured mineral resource”, “indicated mineral resource” and “inferred mineral resource” used in this Circular or in the documents incorporated by reference in this Circular are defined in the Canadian Institute of Mining, Metallurgy and Petroleum (the “**CIM**”) Definition Standards for Mineral Resources and Mineral Reserves adopted by the CIM Council, as amended. While the terms “mineral resource”, “measured mineral resource”, “indicated mineral resource” and “inferred mineral resource” are recognized and required by NI 43-101, the SEC does not recognize them. Fission U.S. Securityholders are cautioned that, except for that portion of the mineral resources classified as mineral reserves, mineral resources do not have demonstrated economic value. Inferred mineral resources have a high degree of uncertainty as to their existence as to whether they can be

economically or legally mined. Under Canadian Securities Laws, estimates of inferred mineral resources may not form the basis of an economic analysis. It cannot be assumed that all or any part of an inferred mineral resource will ever be upgraded to a higher category. Therefore, Fission U.S. Securityholders are cautioned not to assume that all or any part of an inferred mineral resource exists, that it can be economically or legally mined, or that it will ever be upgraded to a higher category. Likewise, Fission U.S. Securityholders are cautioned not to assume that all or any part of measured or indicated mineral resources will ever be upgraded to mineral reserves.

The financial statements and other financial information included or incorporated by reference in this Circular have been prepared in accordance with IFRS and are subject to Canadian auditing and auditor independence standards and thus may not be comparable to financial statements prepared in accordance with United States generally accepted accounting principles and United States auditing and auditor independence standards.

Fission Securityholders should be aware that the acquisition by Fission Shareholders of the New Fission Shares and Fission Spinco Shares pursuant to the Fission Arrangement described herein may have tax consequences both in the United States and in Canada. Fission Shareholders who are resident in, or citizens of, the United States are advised to review the summary contained in this Circular under the heading "*Certain United States Federal Income Tax Considerations*" and under the heading "*Certain Canadian Federal Income Tax Considerations*", and Fission Shareholders and Fission Optionholders are urged to consult their own tax advisors to determine the particular United States tax consequences to them of the Fission Arrangement in light of their particular situation, as well as any tax consequences that may arise under the laws of any other relevant foreign, state, local, or other taxing jurisdiction.

The enforcement by investors of civil liabilities under United States Securities Laws may be affected adversely by the fact that each of Fission and Fission Spinco is incorporated or organized outside the United States, that some or all of their respective officers and directors and the experts named herein are residents of a country other than the United States, and that all or a portion of the assets of each of Fission, and Fission Spinco and of said persons are located outside the United States. As a result, it may be difficult or impossible for Fission U.S. Securityholders to effect service of process within the United States upon Fission and Fission Spinco, their respective officers or directors or the experts named herein, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal Securities Laws of the United States or "blue sky" laws of any state within the United States. In addition, Fission U.S. Securityholders should not assume that the courts of Canada: (a) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal Securities Laws of the United States or "blue sky" laws of any state within the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal Securities Laws of the United States or "blue sky" laws of any state within the United States.

The New Fission Shares and Fission Spinco Shares to be received by Fission Shareholders pursuant to the Fission Arrangement will be freely transferable under U.S. federal Securities Laws, except by persons who are "affiliates" (as such term is defined in the U.S. Securities Act) of Fission or Fission Spinco, as applicable, after the Effective Date, or were "affiliates" of Fission or Fission Spinco, as applicable, within 90 days prior to the Effective Date. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract, or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer. Any resale of such New Fission Shares or Fission Spinco Shares by

such an affiliate (or former affiliate) may be subject to the registration requirements of the U.S. Securities Act, absent an exemption therefrom. See “*The Fission Meeting – Regulatory Law Matters and Securities Law Matters*”.

No broker, dealer, salesperson or other person has been authorized to give any information or make any representation other than those contained in this Circular and, if given or made, such information or representation must not be relied upon as having been authorized by Fission or Fission Spinco.

CURRENCY AND EXCHANGE RATES

Unless otherwise indicated herein, references to “\$”, “Cdn\$” or “Canadian dollars” are to Canadian dollars, and references to “US\$” or “U.S. dollars” are to United States dollars.

The following table sets out: (i) the rates of exchange for one U.S. dollar expressed in Canadian dollars in effect at the end of the periods indicated; (ii) the average rates of exchange for such periods; and (iii) the highest and lowest rates of exchange during such periods, based on the closing rates of exchange as quoted by the Bank of Canada.

	Year Ended June 30, 2013		
	<u>2011</u>	<u>2012</u>	<u>2013</u>
High	0.958	0.956	0.978
Low	1.043	1.028	1.032
Average	1.002	1.004	1.005
Period End	0.977	1.028	1.032

On October 28, 2013, the closing exchange rate for one United States dollar expressed in Canadian dollars as reported by the Bank of Canada was Cdn\$1.0445.

REPORTING CURRENCIES AND ACCOUNTING PRINCIPLES

The historical financial statements of Fission incorporated by reference in this Circular are reported in Canadian dollars and have been prepared in accordance with IFRS.

GLOSSARY OF TERMS

In this Circular and accompanying Notice of Meeting, unless there is something in the subject matter inconsistent therewith, the following terms shall have the respective meanings set out below, words importing the singular number shall include the plural and vice versa and words importing any gender shall include all genders.

- “ABCA”** means the *Business Corporations Act* (Alberta) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.
- “Acquisition Proposal”** means, other than the transactions contemplated by the Arrangement Agreement and other than any transaction involving only a Party and/or one or more of its wholly-owned Subsidiaries, any offer, proposal or inquiry from any Person or group of Persons, whether or not in writing and whether or not delivered to the shareholders of a Party, after the date hereof relating to: (a) any acquisition or purchase, direct or indirect, of: (i) the assets of that Party and/or one or more of its Subsidiaries that, individually or in the aggregate, constitute 20% or more of the consolidated assets of that Party and its Subsidiaries, taken as a whole, or which contribute 20% or more of the consolidated revenue of a Party and its Subsidiaries, taken as a whole, or (ii) 20% or more of any voting or equity securities of that Party or any one or more of its Subsidiaries that, individually or in the aggregate, contribute 20% or more of the consolidated revenues or constitute 20% or more of the consolidated assets of that Party and its Subsidiaries, taken as a whole; (b) any take-over bid, tender offer or exchange offer that, if consummated, would result in such Person or group of Persons beneficially owning 20% or more of any class of voting or equity securities of that Party; or (c) a plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving that Party and/or any of its Subsidiaries whose assets or revenues, individually or in the aggregate, constitute 20% or more of the consolidated assets or revenues, as applicable, of that Party and its Subsidiaries, taken as a whole.
- “affiliate”** has the meaning ascribed to that term in the National Instrument 45-106 – *Prospectus and Registration Exemptions*.
- “Alpha Arrangement”** means an arrangement under section 193 of the ABCA on the terms and conditions set forth in the Alpha Plan of Arrangement, subject to any amendment or variation thereto made in accordance with the terms of the Arrangement Agreement, the Alpha Plan of Arrangement, or at the direction of the Court in the Alpha Final Order.
- “Alpha Arrangement Resolution”** means the special resolution of the Alpha Securityholders approving the Alpha Arrangement.

“Alpha Assumption Agreement”	has the meaning ascribed to that term in this Circular under “ <i>The Fission Meeting – The Arrangement Agreement – Conditions to the Fission Arrangement and the Alpha Arrangement Becoming Effective</i> ”.
“Alpha Board”	means the board of directors of Alpha.
“Alpha Class A Shares”	has the meaning ascribed to that term in the Alpha Plan of Arrangement.
“Alpha Change in Recommendation”	has the meaning ascribed thereto in this Circular under “ <i>The Fission Meeting – The Arrangement Agreement – Termination</i> ”.
“Alpha Expense Fee”	means Cdn\$1,000,000.
“Alpha Final Order”	means the final order of the Court in form acceptable to Alpha and Fission, each acting reasonably, approving the Alpha Arrangement pursuant to Subsection 193(9)(a) of the ABCA, as such order may be amended by the Court with the consent of the Parties at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal.
“Alpha Interim Order”	means the interim order of the Court pursuant to Subsection 193(4) of the ABCA relating to the Alpha Arrangement and providing for, among other things, the calling and holding of the Alpha Meeting, as the same may be amended, supplemented or varied by the Court.
“Alpha Lease”	means that certain lease agreement, by and between Alpha and Waterman Development Corporation, as amended or modified, regarding the office lease at Suite 408 - 1199 West Pender Street Vancouver, BC Canada V6E 2R1.
“Alpha Locked-up Shareholder”	means Pinetree Resource Partnership, 1313366 Ontario Inc., The K2 Principal Fund L.P., Garrett Ainsworth, Charles Roy, James Yates, Warren Stanyer, Kurt Bordian, Michael Gunning, Alan Graham and Ben Ainsworth, who together hold 3,272,866 Alpha Shares, 1,695,000 Alpha Options and 795,333 warrants exercisable for Alpha Shares.
“Alpha Material Adverse Effect”	means any one or more changes, effects, events, occurrences or states of fact, either individually or in the aggregate, that is, or would reasonably be expected to be, material and adverse to the assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), business, operations, results of operations, capital, property, obligations (whether absolute, accrued, conditional or otherwise) or financial condition of Alpha and its Subsidiary taken as a whole, other than changes, effects, events, occurrences or states of fact resulting from: (a) a change in the market price of the Alpha Shares following and reasonably attributable to the public announcement of the execution of the Arrangement Agreement and the transactions contemplated hereby, (b) any

changes affecting the global uranium mining industry generally; (c) any change in the market price of uranium; (d) general economic, financial, currency exchange, securities or commodity market conditions in Canada or the United States; (e) any change in IFRS occurring after the date hereof; (f) any change in applicable Laws or in the interpretation thereof by any Governmental Entity occurring after the date hereof; (g) the commencement, occurrence or continuation of any war, armed hostilities or acts of terrorism; or (h) any natural disaster, provided, however, that with respect to clauses (b) to (h), such changes do not relate primarily to Alpha and its Subsidiary, taken as a whole, or does not have a disproportionate effect on Alpha and its Subsidiary, taken as a whole, compared to other companies of similar size operating in the uranium mining industry and references in the Arrangement Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether a “Alpha Material Adverse Effect” has occurred.

- “Alpha Meeting”** means the special meeting of Alpha Securityholders voting as a single class, including any adjournment or postponement thereof, to be called and held in accordance with the Alpha Interim Order to consider the Alpha Arrangement Resolution.
- “Alpha Options”** means the outstanding options to purchase Alpha Shares granted under Alpha’s 2013 stock option plan, approved by Alpha Shareholders on July 23, 2013.
- “Alpha Plan of Arrangement”** means the plan of arrangement of Alpha, substantially in the form of Schedule “A” to the Arrangement Agreement, and any amendments or variations thereto made in accordance with the Alpha Plan of Arrangement or upon the direction of the Court in the Alpha Final Order with the consent of Alpha and Fission, each acting reasonably.
- “Alpha Proposed Agreement”** has the meaning ascribed to that term in this Circular under “*The Fission Meeting – The Arrangement Agreement – Alpha Non-Solicitation*”.
- “Alpha Pre-Spinout Reorganization”** has the meaning ascribed to that term in this Circular under “*The Fission Meeting – The Arrangement Agreement – Conditions to the Fission Arrangement and the Alpha Arrangement Becoming Effective*”.
- “Alpha Purchase and Sale Agreement”** has the meaning ascribed to that term in this Circular under “*The Fission Meeting – The Arrangement Agreement – Conditions to the Fission Arrangement and the Alpha Arrangement Becoming Effective*”.
- “Alpha Related Assets”** means all Contracts, Permits, Environmental Permits, intellectual property, business information (other than financial books and records), geological, geophysical and other technical information, data, records,

reports and studies exclusively related to any Alpha Spinco Property (but excluding all such assets related to the PLS Property), marketable securities held by Alpha as of September 2, 2013 and fixtures, furnishings, equipment, computer equipment ordinarily located at Alpha's office in Vancouver, British Columbia and storage facilities located in Saskatoon, Saskatchewan and Lumby, British Columbia.

“Alpha Retained Liabilities”	means all debts, obligations and liabilities of Alpha related to the PLS Property, obligations and liabilities of Alpha related to general and administrative expenses, as well as the Alpha Severance Obligation.
“Alpha Securityholders Approval”	has the meaning ascribed to that term in Section 2.2(c) of the Arrangement Agreement.
“Alpha Securityholder”	means the Alpha Shareholders, the holders of Alpha Options and the holders of Alpha warrants.
“Alpha Severance Obligation”	has the meaning ascribed to that term in this Circular under “ <i>The Fission Meeting – The Arrangement Agreement – Other Covenants – Alpha Employees</i> ”.
“Alpha Shareholder”	means the holders of Alpha Shares.
“Alpha Shares”	means the issued and outstanding common shares of Alpha.
“Alpha Spinco”	means a yet to be incorporated Subsidiary of Alpha.
“Alpha Spinco Obligations”	means all obligations and liabilities of any type whatsoever (including contingent or absolute obligations, and future obligations) of Alpha related to (x) the Alpha Spinco Properties, including the Employee Obligations and Environmental Liabilities related to the Alpha Spinco Properties, (y) the Alpha Lease, or (z) the Alpha Related Assets.
“Alpha Spinco Properties”	means the properties and assets listed in Exhibit I to the Alpha Plan of Arrangement.
“Alpha Spinco Purchase and Sale Agreement”	means the agreement entered into between Alpha and Alpha Spinco pursuant to which Alpha Spinco acquired Alpha's interest in the Alpha Spinco Properties, the Alpha Lease and all Alpha Related Assets.
“Alpha Spinco Shares”	means the common shares in the capital of Alpha Spinco.
“Alpha Spinout”	means the transfer of Alpha Spinco Shares pursuant to the Alpha Plan of Arrangement.
“Alpha Termination Fee”	means Cdn\$6,000,000.

“Alpha TSX-V Approval”	means the conditional approval of the TSX-V in respect of the Alpha Arrangement.
“Alpha Voting Agreement”	means the voting agreements (including all amendments thereto) between Fission and the Alpha Locked-up Shareholders setting forth the terms and conditions upon which they have agreed, among other things, to vote their Alpha Shares in favour of the Alpha Arrangement.
“Arrangement Agreement”	means the arrangement agreement dated as of September 17, 2013 between Alpha and Fission as may be supplemented or amended from time to time.
“Asset Purchase Agreement”	has the meaning ascribed to that term in this Circular under “ <i>The Fission Meeting – The Arrangement Agreement – Conditions to the Fission Arrangement and the Alpha Arrangement Becoming Effective</i> ”.
“Assumed Alpha Spinco Liabilities”	means the accounts payable, and all other outstanding debts and amounts owing by Alpha in respect of the Alpha Spinco Properties on the day prior to the Effective Date.
“Assumed Fission Spinco Liabilities”	means the accounts payable, and all other outstanding debts and amounts owing by Fission in respect of the Fission Spinco Properties on the day prior to the Effective Date.
“Assumption Agreement”	has the meaning ascribed to that term in this Circular under “ <i>The Fission Meeting – The Arrangement Agreement – Conditions to the Fission Arrangement and the Alpha Arrangement Becoming Effective</i> ”.
“Authorizations”	means any authorization, order, permit, approval, grant, license, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, bylaw, rule or regulation, whether or not having the force of Law, and includes any Environmental Permit.
“BCSC”	means the British Columbia Securities Commission.
“Broker Warrants”	has the meaning ascribed to that term in this Circular under “ <i>The Fission Arrangement - Subsequent Events</i> ”.
“Business Day”	means any day that is not a Saturday, a Sunday or a statutory or civic holiday in Toronto, Ontario, or Vancouver, British Columbia.
“Canadian Securities Administrators”	means the voluntary umbrella organization of Canada’s provincial and territorial securities regulators.
“CBCA”	means the <i>Canada Business Corporations Act</i> , R.S.C. 1985, c. C-44, as amended.

“Certificate of Arrangement”	means the certificate giving effect to the Fission Arrangement issued by the Director pursuant to Section 192(7) of the CBCA.
“CGNC”	means, Fission Spinco’s Corporate Governance and Nominating Committee.
“Circular”	means, collectively, the Notice of Special Meeting and this Management Information Circular of Fission, including all appendices hereto, sent to Fission Shareholders and Fission Optionholders in connection with the Fission Meeting.
“Claims”	means any demand, action, cause of action, investigation, inquiry, suit, proceeding, claim, complaint, arbitration, charge, prosecution, assessment or reassessment, including any appeal or application for review, judgment, arbitration award, grievance, settlement or compromise.
“Class A Shares”	means the renamed and redesignated Fission Shares as described in section 3.1 of the Fission Plan of Arrangement.
“Code”	means the United States Internal Revenue Code of 1986, as amended.
“Code of Ethics”	means Fission Spinco’s Code of Business Ethics and Conduct, attached as Schedule “1” to Appendix “E” of this Circular.
“Contract”	means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding, joint venture, partnership or other right or obligation (written or oral) to which a Party or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound or affected or to which any of their respective properties or assets is subject.
“Consideration”	means the consideration to be received by the Alpha Shareholders (other than a dissenting Alpha Shareholder) pursuant to the Alpha Plan of Arrangement in consideration for their Alpha Class A Shares, consisting of 5.725 New Fission Shares and a cash payment of \$0.0001.
“Consultants”	means Ainsworth-Jenkins Holdings Inc. and Mumbo Management Inc., or either of them.
“Court”	means the Alberta Court of Queen’s Bench.
“CRA”	means the Canada Revenue Agency.
“Depository”	means any trust company, bank or other financial institution agreed to in writing by Alpha and Fission for the purpose of, among other things, exchanging certificates representing Alpha Shares for the Consideration in connection with the Alpha Arrangement.

“Denison”	means Denison Mines Corp.
“Denison Arrangement”	has the meaning ascribed to that term in Appendix “D” in this Circular under “ <i>Description of Business</i> ”.
“Director”	means the Director appointed pursuant to Section 260 of the CBCA.
“Dissent Notice”	means a written objection to the Fission Arrangement Resolution by a Registered Fission Shareholder in accordance with the Dissent Procedures.
“Dissent Procedures”	means the dissent procedures described in this Circular under “ <i>The Fission Meeting – Dissent Rights</i> ”.
“Dissent Rights”	means the rights of dissent in respect to the Fission Arrangement under the CBCA as described in the Fission Plan of Arrangement.
“Dissent Shares”	means Fission Shares held by a Dissenting Fission Shareholder and in respect of which the Dissenting Fission Shareholder has duly and validly exercised the Dissent Rights in accordance with the Dissent Procedures.
“Dissenting Shareholder”	means a registered Fission Shareholder who duly exercises its Dissent Rights pursuant to the Fission Plan of Arrangement and the Fission Interim Order and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights.
“Due Bill”	means an instrument used to evidence the transfer of title to any dividend, distribution, interest, security or right to a listed security contracted for, or evidencing, the obligation of a seller to deliver such dividend, distribution, interest, security or right to a subsequent purchaser.
“Due Bill Period”	has the meaning ascribed to it under the heading “The Fission Meeting - Procedure for the Receipt of Certificates – Information Concerning Due Bills”.
“Effective Date”	means the date upon which the Fission Arrangement becomes effective, being the date shown on the Certificate of Arrangement.
“Effective Time”	means 12:01 a.m. (Vancouver Time) on the Effective Date or such other time on the Effective Date as may be agreed in writing by Fission and Fission Spinco.
“Eligible Person”	has the meaning ascribed to that term in Appendix “E” in this Circular under “ <i>Options to Purchase Securities – Summary of the Fission Spinco Option Plan</i> ”.

“Employee Obligations”	has the meaning ascribed to that term in Section 6.6 of the Arrangement Agreement and for greater certainty, Employee Obligations shall exclude the Alpha Severance Obligation.
“Environmental Laws”	means all Laws, imposing obligations, responsibilities, liabilities or standards of conduct for or relating to: (a) the regulation or control of pollution, contamination, activities, materials, substances or wastes in connection with or for the protection of human health or safety, the environment or natural resources (including climate, air, surface water, groundwater, wetlands, land surface, subsurface strata, wildlife, aquatic species and vegetation); or (b) the use, generation, disposal, treatment, processing, recycling, handling, transport, distribution, destruction, transfer, import, export or sale of hazardous substances.
“Environmental Permits”	means all Permits or program participation requirements with or from any Governmental Entity under any Environmental Laws.
“Exchange Act”	means the United States <i>Securities Act of 1933</i> , as amended and the rules and regulations promulgated thereunder.
“Ex-Date”	has the meaning ascribed to it under the heading “The Fission Meeting - Procedure for the Receipt of Certificates – Information Concerning Due Bills”.
“Fair Market Value”	<p>With reference to:</p> <ul style="list-style-type: none"> (i) a Fission Share means the amount that is the volume-weighted average price of the Fission Shares on the TSX-V over the twenty trading days before the Effective Date; (ii) a New Fission Share means the amount that is the Fair Market Value of a Fission Share minus the Fair Market Value of a Fission Spinco Share; and (iii) a Fission Spinco Share means the amount that is the fair market value of Fission Spinco as determined by an independent valuation of Fission Spinco determined on a basis after giving effect to the Fission Arrangement, as approved by the Fission Board, divided by the total number of Fission Spinco Shares outstanding upon completion of the Fission Arrangement. <p>provided, that if any of the foregoing calculations results in a negative Fair Market Value, the Fair Market Value shall be deemed to be \$0.01.</p>
“Fission Energy”	means Fission Energy Corp., a corporation existing under the laws of Canada.
“Fission Final Order”	means the final order of the Court pursuant to Section 192 of the CBCA, in a form acceptable to Alpha and Fission, each acting

reasonably, approving the Fission Arrangement, as such order may be amended by the Court (with the consent of both Alpha and Fission, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both Alpha and Fission, each acting reasonably) on appeal.

- “Fission” or “the Company”** means Fission Uranium Corp., a corporation existing under the laws of Canada.
- “Fission Arrangement”** means an arrangement under section 192 of the CBCA on the terms and conditions set forth in the Fission Plan of Arrangement, subject to any amendment or variation thereto made in accordance with the terms of the Arrangement Agreement, the Fission Plan of Arrangement, or at the direction of the Court in the Fission Final Order.
- “Fission Arrangement Resolution”** means the special resolution of the Fission Shareholders and Fission Optionholders, voting as a single class, approving the Fission Arrangement, to be considered at the Fission Meeting, substantially in the form of Appendix “A” hereto.
- “Fission Assumed Spinco Liabilities”** means the accounts payable, and all other outstanding debts and amounts owing by Fission in respect of the Spinco Assets on the day prior to the Effective Date.
- “Fission Board”** means the board of directors of Fission as the same is constituted from time to time.
- “Fission Change in Recommendation”** has the meaning ascribed to that term in this Circular under “*The Fission Meeting – The Arrangement Agreement – Termination*”.
- “Fission Expense Fee”** means Cdn\$1,000,000.
- “Fission Interim Order”** means the interim order of the Court contemplated by Section 3.2 of the Arrangement Agreement and made pursuant to Section 192 of the CBCA, in a form acceptable to Alpha and Fission, each acting reasonably, providing for, among other things, the calling and holding of the Fission Meeting, as the same may be amended by the Court with the consent of Alpha and Fission, each acting reasonably.
- “Fission Locked-up Shareholders”** means Dev Randhawa, Ross McElroy, William Marsh, Greg Downey, Frank Estergaard and Jeremy Ross, who together hold 5,808,732 Fission Shares and 5,343,333 Fission Options.
- “Fission Material Adverse Effect”** means any one or more changes, effects, events, occurrences or states of fact, either individually or in the aggregate, that is, or would reasonably be expected to be, material and adverse to the assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), business, operations, results of operations, capital, property, obligations (whether

absolute, accrued, conditional or otherwise) or financial condition of Fission and its Subsidiaries taken as a whole, other than changes, effects, events, occurrences or states of fact resulting from: (a) a change in the market price of the Fission Shares following and reasonably attributable to the public announcement of the execution of the Arrangement Agreement and the transactions contemplated hereby; (b) any changes affecting the global uranium mining industry generally; (c) any change in the market price of uranium; or (d) general economic, financial, currency exchange, securities or commodity market conditions in Canada or the United States; (e) any change in IFRS occurring after the date hereof; (f) any change in applicable Laws or in the interpretation thereof by any Governmental Entity occurring after the date hereof; (g) the commencement, occurrence or continuation of any war, armed hostilities or acts of terrorism; or (h) any natural disaster; provided, however, that with respect to clauses (b) to (h), such changes do not relate primarily to Fission and its Subsidiaries, taken as a whole, or does not have a disproportionate effect on Fission and its Subsidiaries, taken as a whole, compared to other companies of similar size operating in the uranium mining industry; and references in the Arrangement Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether a “Fission Material Adverse Effect” has occurred.

- “Fission Meeting”** means the special meeting of Fission Shareholders and Fission Optionholders, including any adjournment or postponement thereof, to be held for the purpose of, among other things, obtaining the Fission Securityholder Approval.
- “Fission Optionholder”** means a holder of Fission Options.
- “Fission Options”** means options to purchase Fission Shares.
- “Fission Plan of Arrangement”** means the plan of arrangement of Fission, substantially in the form of Appendix “B” hereto, and any amendments or variations thereto made in accordance with the Fission Plan of Arrangement or upon the direction of the Court in the Fission Final Order with the consent of Alpha and Fission, each acting reasonably.
- “Fission Pre-Spinout Reorganization”** has the meaning ascribed to that term in this Circular under *“The Fission Meeting – The Arrangement Agreement – Conditions to the Fission Arrangement and the Alpha Arrangement Becoming Effective”*.
- “Fission Proposed Agreement”** has the meaning ascribed to that term in this Circular under *“The Fission Meeting – The Arrangement Agreement – Conditions to the Fission Arrangement and the Alpha Arrangement Becoming Effective”*.

“Fission Related Assets”	means all Contracts, Permits, Environmental Permits, intellectual property, business information (other than financial books and records), geological, geophysical and other technical information, data, records, reports and studies exclusively related to any Fission Spinco Property (but excluding all such assets related to the PLS Property).
“Fission Retained Liabilities”	means all debts, obligations and liabilities of Fission related to the PLS Property and obligations and liabilities of Fission related to general and administrative expenses.
“Fission Securityholders”	means the Fission Shareholders and the Fission Optionholders.
“Fission Securityholder Approval”	means: (a) approval of at least two-thirds of the votes cast on the Fission Arrangement Resolution by Fission Shareholders; and (b) approval of at least two thirds of the votes cast on the Fission Arrangement Resolution by the Fission Shareholders and Fission Optionholders (voting as a single class) present in person or represented by proxy at the Fission Meeting.
“Fission Shareholders”	means the holders of Fission Shares.
“Fission Shares”	means the issued and outstanding common shares of Fission and, following the exchange of such common shares for New Fission Shares in accordance with the Fission Plan of Arrangement, means the New Fission Shares.
“Fission Spinco”	means Fission 3.0 Corp., a corporation existing under the laws of Canada.
“Fission Spinco Board”	means the board of directors of Fission Spinco as the same is constituted from time to time.
“Fission Spinco Indemnified Liability”	has the meaning ascribed to that term in this Circular under “ <i>The Fission Meeting – The Arrangement Agreement – Other Covenants – Fission Spinco Indemnity</i> ”.
“Fission Spinco Obligations”	means all obligations and liabilities of any type whatsoever (including contingent or absolute obligations, and future obligations) of Fission, including all Environmental Liabilities related to the Fission Spinco Properties, or the Fission Related Assets.
“Fission Spinco Properties”	means those properties listed in Exhibit I to the Fission Plan of Arrangement.
“Fission Spinco Shares”	means the common shares in the capital of Fission Spinco.

“Fission Spinco Option Plan”	means the stock option plan of Fission Spinco on substantially the same terms and conditions as the Fission Option Plan.
“Fission Option Plan”	means the Fission Stock Option Plan dated July 30, 2013.
“Fission Spinout”	means the transfer of Fission Spinco Shares pursuant to the Fission Plan of Arrangement.
“Fission Termination Fee”	means Cdn\$6,000,000.
“Fission U.S. Securityholders”	means Fission Securityholders in the United States.
“Fission Voting Agreements”	means the voting agreements (including all amendments thereto) between Fission and the Fission Locked-up Shareholders setting forth the terms and conditions upon which they have agreed, among other things, to vote their Fission Shares in favour of the Fission Arrangement.
“Fission Warrants”	means the 3,115,000 outstanding warrants to purchase Fission Shares.
“Flow-Through Obligations”	has the meaning ascribed to that term in Section 6.9 of the Arrangement Agreement.
“Governmental Entity”	means: (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency or entity, domestic or foreign; (b) any stock exchange, including the TSX-V; (c) any subdivision, agent, commission, board or authority of any of the foregoing; or (d) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.
“IFRS”	means International Financial Reporting Standards, as adopted by the International Accounting Standards Board.
“Initial Offering”	has the meaning ascribed to that term in this Circular under “ <i>The Fission Arrangement - Subsequent Events</i> ”.
“In-The-Money Amount”	in respect of a stock option means the amount, if any, by which the aggregate Fair Market Value at that time of the securities subject to the option exceeds the aggregate exercise price of the option.
“IRS”	means the Internal Revenue Service of the United States.

“Law” or “Laws”	means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any Permit of or from any Governmental Entity or self-regulatory authority (including the TSX-V), and the term “applicable” with respect to such Laws and in a context that refers to a Party, means such Laws as are applicable to such Party and/or its Subsidiaries or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party and/or its Subsidiaries or its or their business, undertaking, property or securities.
“Lead Underwriter”	has the meaning ascribed to that term in this Circular under <i>“The Fission Arrangement - Subsequent Events”</i> .
“Liens”	means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, encumbrances and adverse rights or Claims, other third party interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing.
“MD&A”	means management’s discussion and analysis of financial statements.
“NI 43-101”	means <i>National Instrument 43-101 “Standards of Disclosure for Mineral Projects”</i> of the Canadian Securities Administrators.
“NI 52-110”	means <i>National Instrument 52-110 “Audit Committees”</i> of the Canadian Securities Administrators.
“New Fission FT Shares”	means the flow-through common shares in the capital of Fission post-Fission Arrangement, issued to subscribers of Subscription Receipts under the Offering.
“New Fission Shares”	means a new class of voting common shares without par value which Fission will create and issue as described in the Fission Plan of Arrangement and for which the Class A Shares are, in part, to be exchanged under the Fission Plan of Arrangement and which, immediately after completion of the transactions comprising the Fission Plan of Arrangement, will be identical in every relevant respect to the Fission Shares.
“New Fission Option”	has the meaning ascribed to that term in this Circular under <i>“The Fission Meeting - Principal Steps of the Fission Arrangement”</i> .
“Non-Registered Holder”	means a Fission Shareholder who is not a Registered Fission Shareholder.

“Non-Resident Optionholders”	has the meaning ascribed to that term in this Circular under <i>“Certain Canadian Federal Income Tax Considerations – Non-Residents of Canada”</i> .
“Non-Resident Shareholders”	has the meaning attributed to that term in this Circular under <i>“Certain Canadian Federal Income Tax Considerations – Non-Residents of Canada”</i> .
“Notice of Dissent”	means a notice given in respect of the Dissent Rights as contemplated in the Fission Plan of Arrangement and the Fission Interim Order.
“Notice of Meeting”	means the notice to the Fission Securityholders which accompanies this Circular.
“Offering”	has the meaning ascribed to that term in this Circular under <i>“The Fission Arrangement - Subsequent Events”</i> .
“Option Shares”	means the Fission Shares issuable on exercise of New Fission Options.
“Outside Date”	means February 28, 2014, or such later date as may be agreed to in writing by the Parties.
“Outstanding Fission Voting Securities”	means the outstanding Fission Shares and Fission Options.
“paid-up capital”	has the meaning ascribed to such term for the purposes of the Tax Act.
“Parties”	means Fission, Fission Spinco and Alpha; and “Party” means any one of them.
“Permits”	means any license, permit, certificate, consent, order, grant, approval, agreement, classification, restriction, registration or other Authorization of, from or required by any Governmental Entity.
“Person”	includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status.
“PLS Mineral Rights”	has the meaning ascribed thereto in Section 4.1(m) of the Arrangement Agreement.
“PLN Property”	means the Patterson Lake North property located in Athabasca Basin, Canada, which will be Fission Spinco’s material property upon completion of the Fission Arrangement.

“PLN Technical Report”	means the Technical Report entitled “ <i>Patterson Lake North Property</i> ” dated October 15, 2013 prepared by Allan Armitage, Ph. D., P. Geol, on behalf of GeoVector Management Inc.
“PLS Property”	means the Patterson Lake South property located in Athabasca Basin, Canada, which is Fission’s material property upon completion of the Fission Arrangement.
“PLS Technical Report”	means the Technical Report entitled “ <i>Patterson Lake, Patterson Lake South, Clearwater West Properties</i> ” dated March 18, 2013 prepared by Allan Armitage, Ph. D., P. Geol, on behalf of GeoVector Management Inc.
“Pre-Acquisition Reorganization”	has the meaning ascribed to that term in this Circular under “ <i>The Fission Meeting – The Arrangement Agreement – Other Covenants – Pre-Acquisition Reorganization</i> ”.
“Record Date”	means October 23, 2013.
“Registered Plan”	means a trust governed by a registered retirement savings plan, a registered retirement income fund, a registered disability savings plan, a deferred profit sharing plan, a tax-free savings account or a registered education savings plan.
“Registered Fission Shareholder”	means a registered holder of Fission Shares.
“Registrar”	has the meaning attributed to that term in the CBCA.
“Regulation S”	means Regulation S under the U.S. Securities Act.
“Regulatory Approvals”	means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the waiver or lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Entities.
“Representatives”	with respect to a Party means any officers, directors, employees, representatives (including any financial, legal or other advisors) affiliates or agents of the Party or any of its subsidiaries.
“Resident Optionholders”	has the meaning ascribed thereto in this Circular under “ <i>Certain Canadian Federal Income Tax Considerations --Residents of Canada</i> ”.
“Resident Shareholders”	has the meaning ascribed thereto in this Circular under “ <i>Certain Canadian Federal Income Tax Considerations --Residents of Canada</i> ”.
“Rule 144”	means Rule 144 under the U.S. <i>Securities Act</i> .

“SEC”	means the United States Securities and Exchange Commission.
“Securities Act”	means the <i>Securities Act</i> (British Columbia) and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time.
“Securities Laws”	means the Securities Act and the U.S. Securities Act, together with all other applicable state, federal and provincial securities Laws, rules and regulations and published policies thereunder, as now in effect and as they may be promulgated or amended from time to time.
“Securities Authority”	means, collectively, the BCSC and the applicable securities commissions and other securities regulatory authorities in each of the other provinces and Territories of Canada and the TSX-V.
“SEDAR”	means the System for Electronic Document Analysis and Retrieval as outlined in NI 13-101, which can be accessed online at www.sedar.com .
“Spinout Assets”	means the assets purchased by Fission Spinco pursuant to the Asset Purchase Agreement.
“Subsidiary”	has the meaning ascribed to that term in the National Instrument 45-106 – <i>Prospectus and Registration Exemptions</i> .
“Subscription Receipts”	has the meaning ascribed to that term in this Circular under “ <i>The Fission Arrangement - Subsequent Events</i> ”.
“Superior Proposal”	means an unsolicited <i>bona fide</i> Acquisition Proposal made by a third party to a Party or its shareholders in writing after the date hereof: (i) to purchase or otherwise acquire, directly or indirectly, by means of a merger, take-over bid, amalgamation, plan of arrangement, business combination, consolidation, recapitalization, liquidation, winding-up or similar transaction, all of the Alpha Shares or all of the Fission Shares, as the case may be, and offering or making available the same consideration in form and amount to all shareholders of the Party to be purchased or otherwise acquired; (ii) that is reasonably capable of being completed without undue delay, taking into account all legal, financial, regulatory and other aspects of such proposal and the party making such proposal; (iii) is not subject to any financing condition and in respect of which any required financing to complete such Acquisition Proposal has been demonstrated to be available to the satisfaction of the board of directors of such Party, acting in good faith (after receipt of advice from its financial advisors and outside legal counsel); (iv) which is not subject to a due diligence and/or access condition; (v) that did not result from a breach of Section 8.1 or Section 8.2 of the Arrangement Agreement, as the case may be, by the receiving Party or its Representatives; (vi) is made available to all Alpha Shareholders or

Fission Shareholders, as the case may be, on the same terms and conditions; (vii) in respect of which the board of directors of such Party determines in good faith (after receipt of advice from its outside legal counsel with respect to (x) below and financial advisors with respect to (y) below) that (x) failure to recommend such Acquisition Proposal to its shareholders would be inconsistent with its fiduciary duties and (y) which would, taking into account all of the terms and conditions of such Acquisition Proposal, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction more favourable to its shareholders from a financial point of view than the Alpha Arrangement or Fission Arrangement.

- “Taxes”** means all taxes, duties, fees, premiums, assessments, imposts, levies, expansion fees and other charges of any kind whatsoever imposed by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, Québec and other pension plan premiums or contributions imposed by any Governmental Entity, and any transferee liability in respect of any of the foregoing.
- “Tax Act”** means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.
- “Tax Regulations”** has the meaning ascribed to that term in this Circular under “*Certain Canadian Federal Income Tax Considerations – Residents of Canada*”.
- “TSX-V”** means the TSX Venture Exchange.
- “Underwriters”** has the meaning ascribed to that term in this Circular under “*The Fission Arrangement - Subsequent Events*”.
- “underwriters’ Option”** has the meaning ascribed to that term in this Circular under “*The Fission Arrangement - Subsequent Events*”.
- “United States” or “U.S.”** means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.
- “U.S. Holder”** has the meaning ascribed to that term in this Circular under “*Certain United States Federal Income Tax Considerations*”.

“U.S. Person”	means a “U.S. person”, as such term is defined in Regulation S under the U.S. Securities Act.
“U.S. Securities Act”	means the United States <i>Securities Act of 1933</i> , as amended and the rules and regulations promulgated thereunder.
“U.S. Tax Laws”	means the provisions of the Code, currently applicable U.S. Treasury Regulations promulgated thereunder, administrative pronouncements, judicial decisions and the U.S. Treaty.
“U.S. Treaty”	means the Canada-United States Income Tax Convention (1980), as amended.

SUMMARY

This summary is qualified in its entirety by the more detailed information appearing elsewhere in this Circular, including the Appendices which are incorporated into and form part of this Circular. Terms with initial capital letters in this summary are defined in the Glossary of Terms immediately preceding this summary.

The Fission Meeting

The Fission Meeting will be held at the offices of Blake, Cassels & Graydon LLP, Suite 2600, 595 Burrard Street, Vancouver, British Columbia, V7X 1L3, on November 28, 2013 commencing at 10:00 a.m. (Vancouver time).

Record Date

Only Fission Shareholders and Fission Optionholders of record at the close of business on October 23, 2013 will be entitled to receive notice of and vote at the Fission Meeting, or any adjournment or postponement thereof.

Purpose of the Fission Meeting

At the Fission Meeting, both Fission Shareholders and Fission Optionholders will be asked to consider and, if deemed advisable, to pass, the Fission Arrangement Resolution approving a statutory plan of arrangement. The full text of the Fission Arrangement Resolution is set out in Appendix "A" to this Circular. In order to implement the Fission Arrangement, the Fission Arrangement Resolution must be approved, with or without amendment, by: (a) at least two-thirds of the votes cast in respect of the Fission Arrangement Resolution by Fission Shareholders; and (b) at least two-thirds of the votes cast in respect of the Fission Arrangement Resolution by Fission Shareholders and Fission Optionholders, voting as a single class, with Fission Optionholders having one vote for each Fission Option held, in each case, in person or represented by proxy at the Fission Meeting. See "*The Fission Meeting – Approval of Fission Arrangement Resolution*".

In addition, Fission Shareholders will be asked at the Fission Meeting to consider and, if deemed advisable, to pass an ordinary resolution approving the Fission Spinco Option Plan.

The Fission Arrangement

The Fission Arrangement and creation of the Fission Spinco are one element of a larger transaction to which Fission is a party.

On September 17, 2013, Fission and Alpha entered into the Arrangement Agreement pursuant to which they are proposing to complete a transaction whereby Fission will acquire all of the issued and outstanding shares of Alpha and consequently, its primary asset, a 50% interest in the PLS Property, the other 50% of which is held by Fission. Each of Fission and Alpha will also spin out respectively, the Fission Spinco Properties and the Alpha Spinco Properties and \$3,000,000 each, into Fission Spinco and Alpha Spinco, respectively.

Under the Arrangement Agreement, Fission has agreed to offer Alpha Shareholders 5.725 New Fission Shares and a cash payment of \$0.0001 for each Alpha Share held. Additionally, Alpha Shareholders will receive one Alpha Spinco Share for each Alpha Share held. Similarly, upon closing of the contemplated transactions, Fission Shareholders will receive one New Fission Share and one Fission Spinco Share for each Fission Share held.

At the Fission Meeting, the Fission Securityholders will be asked to vote on the Fission Arrangement pursuant to terms of the Arrangement Agreement and the Fission Plan of Arrangement. Fission Securityholders are not being asked to vote on the Alpha Arrangement. For more information on the Alpha Arrangement, see Alpha's Management Information Circular dated October 29, 2013, available on SEDAR at www.sedar.com.

The provisions of the Arrangement Agreement are the result of arm's length negotiations between Representatives of Fission and Alpha and their respective financial and legal advisors. On or about the end of August 2013, discussions ensued regarding the acquisition of Alpha by Fission and a spinout of each of Fission's and Alpha's exploration assets other than Fission's and Alpha's respective interests in the PLS Property. Upon the conclusion of such negotiations and the approval of their respective boards of directors, a non-binding letter of intent was signed on September 2, 2013 and Fission and Alpha issued a joint press release announcing the Fission Arrangement and Alpha Arrangement on September 3, 2013.

See "*The Fission Meeting – Background to Fission Arrangement*" and "*The Fission Meeting – The Fission Arrangement*".

Subsequent Events

On October 3, 2013, Fission entered into an engagement letter with Dundee Securities Ltd. (the "**Lead Underwriter**") on behalf of a syndicate of underwriters, including Raymond James Ltd., Cantor Fitzgerald Canada Corp., Canaccord Genuity Corp., and Macquarie Capital Markets Canada Ltd. (collectively and together with the Lead Underwriter, the "**Underwriters**") in connection with a bought-deal private placement (the "**Initial Offering**") of up to 7,500,000 non-transferable subscription receipts of Fission (the "**Subscription Receipts**") at a price of \$1.50 per Subscription Receipt exchangeable for, conditional upon certain conditions (the "**Escrow Release Conditions**"), including among others, closing of the Fission Arrangement and the Alpha Arrangement, flow-through common shares ("**New Fission FT Shares**") of Fission post-Fission Arrangement. The Underwriters were also granted the option to purchase additional Subscription Receipts equal to 15% of the Initial Offering (the "**Underwriters' Option**", together with the Initial Offering, the "**Offering**"). The Underwriters exercised the Underwriters' Option and purchased an additional 1,081,700 Subscription Receipts at the offering price, which for an aggregate total gross proceeds of \$12,872,550.

In connection with the Offering, the Underwriters will receive, upon satisfaction of the Escrow Release Conditions: (a) in respect of the first 7,670,500 Subscription Receipts distributed, a cash commission equal to 6.0% of the gross proceeds from the sale of such Subscription Receipts and that number of non-transferable broker warrants ("**Broker Warrants**") equal to 6.0% of that number of Subscription Receipts; and (b) in respect of up to 911,200 of the remaining Subscription Receipts distributed, a cash commission equal to 6.0% of 40% of the gross proceeds from the sale of such Subscription Receipts payable to the Underwriters and that number of Broker Warrants equal to 6.0% of 40% of that number of Subscription Receipts, issuable to the Underwriters. Each Broker Warrant will be exercisable into one common share of the Company for a period of 24 months from the date of issuance of the Broker Warrants which will be shortly after the Escrow Release Conditions are satisfied, at a price of \$1.50 per common share.

The gross proceeds of the Private Placement has been deposited in escrow on October 24, 2013 immediately following the closing of the Private Placement and will be released from escrow to Fission immediately following the closing of Fission Arrangement and Alpha Arrangement, including after completion of the Fission Spinout pursuant to the Asset Purchase Agreement, and receipt of all

required third party and regulatory approvals for the issuance of the New Fission FT Shares. Consequently, investors subscribing for the Subscription Receipt will only receive New Fission FT Shares and will not receive Fission Spinco Shares.

Principal Steps to the Fission Arrangement

Under the Fission Plan of Arrangement, commencing at the Effective Time, the following principal steps shall occur and shall be deemed to occur without any further act or formality, in the order and timing set out in the Fission Plan of Arrangement:

- (a) At the Effective Time: (i) Fission will transfer the Spinout Assets to Fission Spinco in accordance with the Asset Purchase Agreement; (ii) Fission Spinco will assume the Fission Assumed Spinco Liabilities pursuant to the Assumption Agreement in consideration of a cash payment in an amount equal thereto, and Fission will subscribe for Fission Spinco Shares for an amount equal to \$3,000,000; and (iii) following the completion of subparagraphs (a)(i) and (a)(ii), above, the total number of outstanding Fission Spinco Shares will be equal to the total number of outstanding Fission Shares immediately prior to the Effective Time.
- (b) At the Effective Time, each Fission Share held by a Dissenting Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all Liens, Claims and encumbrances, to Fission and Fission shall thereupon be obliged to pay the amount therefor determined and payable in accordance with the Fission Plan of Arrangement, and the name of each such holder shall be removed from the securities register as a holder of Fission Shares and such Fission Shares so transferred to Fission shall thereupon be cancelled;
- (c) Five minutes after the Effective Time, the authorized share capital of Fission shall be reorganized and its articles amended by:
 - i. renaming and redesignating all of the issued and unissued Fission Shares as Class A Shares;
 - ii. providing that the rights, privileges, restrictions and conditions attached to the Class A Shares are as follows:
 - A. to two votes at all meetings of shareholders of Fission except meetings at which only holders of a specified class of shares are entitled to vote and in such case shall be entitled to one vote.
 - B. to receive, subject to the rights of the holders of another class of shares, any dividend declared by Fission; and
 - C. to receive, *pari passu* with the New Fission Shares, and subject to the rights of the holders of another class of shares, the remaining property of Fission on the liquidation, dissolution or winding up of Fission, whether voluntary or involuntary.
 - iii. creating a new class consisting of an unlimited number of common shares without par value ("**New Fission Shares**");

- iv. providing that the rights, privileges, restrictions and conditions attached to the New Fission Shares are as follows:
 - A. to vote at all meetings of shareholders of Fission except meetings at which only holders of a specified class of shares are entitled to vote and shall be entitled to one vote for each common share held.
 - B. to receive, subject to the rights of the holders of another class of shares, any dividend declared by Fission; and
 - C. to receive, *pari passu* with the Class A Shares, and subject to the rights of the holders of another class of shares, the remaining property of Fission on the liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary.
- (d) Ten minutes after the Effective Time, Fission shall undertake a reorganization of capital within the meaning of Section 86 of the Tax Act as follows and in the following order:
 - i. each Fission Shareholder (other than a Dissenting Shareholder) will exchange each Class A Share held at the Effective Time for (A) one New Fission Share and (B) one Fission Spinco Share, and such Fission Shareholders shall cease to be the holders of the Class A Shares so exchanged;
 - ii. the authorized capital of Fission will be amended to delete the Class A Shares, none of which are issued and outstanding, and to delete the rights, privileges, restrictions and conditions attached to the Class A Shares; and
 - iii. the aggregate amount added to the stated capital of the New Fission Shares issued pursuant to paragraph (c)(iii) above, shall be equal to the amount if any, by which (A) the aggregate paid-up capital (as that term is defined for the purposes of the Tax Act) of Class A Shares (other than Fission Shares held by the Dissenting Shareholders) immediately prior to the Effective Time, exceeds (B) the Fair Market Value of the Fission Spinco Shares distributed to the Fission Shareholders.

No fractional shares will be issued and Fission Shareholders will not receive any compensation in lieu thereof. The name of each Fission Shareholder who is so deemed to exchange his, her or its Class A Shares, shall be removed from the securities register of Class A Shares with respect to the Class A Shares so exchanged and shall be added to the securities registers of New Fission Shares and Fission Spinco Shares as the holder of the number of New Fission Shares and Fission Spinco Shares deemed to have been received on the exchange.
- (e) Twenty minutes after the Effective Time, each Fission Option held by a Fission Optionholder that was outstanding at the Effective Time will be deemed to be exchanged for an option to purchase one New Fission Share at an exercise price equal to (x) the original exercise price of the Fission Option minus (y) the Fair Market Value of one Fission Spinco Share at the Effective Date. The term to expiry, conditions to and manner of exercising, and all other terms and conditions of a New Fission Option will be the same as the Fission Option for which it is exchanged, and any document or agreement previously evidencing a Fission Option shall thereafter evidence and be deemed to evidence such New Fission Option.

- (f) Twenty-five minutes after the Effective Time, the Fission Options will be cancelled without payment;
- (g) Thirty minutes after the Effective Time, Fission will surrender the Fission Spinco Share issued to Fission on incorporation to Fission Spinco for cancellation.

Recommendation of the Fission Board

After careful consideration of, among other things, advice from their financial and legal advisors, the Fission Board has determined that the Fission Plan of Arrangement is fair to Fission Shareholders and Fission Optionholders and is in the best interests of Fission. **Accordingly, the Fission Board recommends that Fission Shareholders and Fission Optionholders vote FOR the Fission Arrangement Resolution.**

Reasons for the Fission Arrangement

The Fission Board has reviewed and considered an amount of information and considered a number of factors relating to the Fission Arrangement with the benefit of advice from Fission's senior management and its financial and legal advisors. The following is a summary of the principal reasons for the recommendation of the Fission Board that Fission Shareholders and Fission Optionholders vote FOR the Fission Arrangement Resolution:

- (a) *Consolidation of the PLS Property.* If both the Fission Arrangement and the Alpha Arrangement are completed, Fission Shareholders will participate in the value creation associated with the consolidation of ownership of the PLS Property by Fission and improved operational efficiency with respect to the exploration, development and operation of the PLS Property. Fission Shareholders will hold approximately 49.7% of the issued and outstanding New Fission Shares upon completion of the Fission Arrangement and Alpha Arrangement.
- (b) *Continued Participation by Fission Shareholders in the Fission Spinco Properties Through Fission Spinco.* Fission Shareholders, through their ownership of Fission Spinco Shares, will also participate in the Fission Spinco Properties. The Fission Shareholders will hold 100% of the issued Fission Spinco Shares upon completion of the Fission Arrangement. Fission Spinco will have approximately \$3 million in cash to pursue development of the Fission Spinco Properties. It is expected that the current management of Fission will also participate as management of Fission Spinco.
- (c) *Investment Diversification.* The creation of two separate companies dedicated to the pursuit of their respective businesses will provide Fission Shareholders with diversification and increased liquidity for their investment portfolios, as they will hold a direct interest in two companies, each of which is focused and valued on different objectives.
- (d) *Approval of Fission Securityholders and the Court are Required.* The following required approvals protect the rights of Fission Shareholders: the Fission Arrangement must be approved by: (a) at least two-thirds of the votes cast in respect of the Fission Arrangement Resolution by Fission Shareholders; and (b) at least two-thirds of the votes cast in respect of the Fission Arrangement Resolution by Fission Shareholders and Fission Optionholders, voting as a single class, present in person or represented by proxy at the Fission Meeting; and the Fission Arrangement must also be sanctioned by the Court, which will consider the fairness of the Fission Arrangement to Fission Shareholders.

- (e) *Superior Proposals.* The Arrangement Agreement allows the Fission Board, in the exercise of its fiduciary duties, to respond to certain unsolicited Acquisition Proposals, prior to the Fission Securityholder Approval, which may be superior to the Fission Arrangement. The Fission Board received advice from its financial and legal advisors that the deal protection terms including the Fission Expense Fee and the Fission Termination Fee, and circumstances for payment of such expense and termination fees, are within the ranges typical in the market for similar transactions and are not a significant deterrent to potential Superior Proposals.
- (f) *Dissent Rights.* Registered Fission Shareholders who oppose the Fission Arrangement may, on strict compliance with the Dissent Procedures, exercise their Dissent Rights and receive the fair value of the Dissent Shares.
- (g) *Fission Voting Agreements.* The directors and senior officers of Fission have entered into the Fission Voting Agreements pursuant to which they agreed to vote in favour of the Fission Arrangement. As of the Record Date, such directors and officers and shareholders of Fission held 5,808,732 Fission Shares and 5,343,333 Fission Options representing approximately 6.76% of the Outstanding Fission Voting Securities.

See “*Cautionary Note Regarding Forward-Looking Statements and Risks*” and “*The Fission Meeting – Reasons for the Fission Arrangement.*”

Fission Voting Agreements

On September 17, 2013, Fission entered into the Fission Voting Agreements with its directors and senior officers. The Fission Voting Agreements set forth, among other things, the agreement of such directors and officers to vote their Fission Shares and Fission Options (if any) in favour of the Fission Arrangement. As of the Record Date, 11,152,065 of the Outstanding Fission Voting Securities were subject to the Fission Voting Agreements, representing approximately 6.76% of the Outstanding Fission Voting Securities.

See “*The Fission Meeting – Fission Voting Agreements*”.

Fission and Fission Spinco

Fission

Fission is a Canadian based resource company specializing in the strategic acquisition, exploration and development of uranium properties and is headquartered in Kelowna, British Columbia. Fission has exploration interests in Saskatchewan, Alberta and Peru. Fission Shares are listed on the TSX-V under the symbol "FCU". See Appendix “D” to this Circular - “*Information Concerning Fission*”.

Fission Spinco

Fission Spinco is currently a wholly-owned subsidiary of Fission that has been formed to acquire and hold the Fission Spinco Properties. The registered and records office of Fission Spinco is located at Suite 2600, 595 Burrard Street, Vancouver, British Columbia V7X 1L3. Upon completion of the Fission Arrangement and Alpha Arrangement, Fission Spinco expects that it will be a reporting issuer in British Columbia and Alberta and will hold the Fission Spinco Properties and approximately \$3 million in cash. An application will be made for listing of the Fission Spinco Shares on the TSX-V. Listing of the Fission Spinco Shares will be subject to meeting TSX-V original listing requirements

and there is no assurance such a listing will be obtained. See Appendix “E” - “*Information Concerning Fission Spinco*”.

The TSX-V has determined that the Due Bill trading procedure will be used in connection with the distribution of the Fission Spinco Shares to Fission Shareholders pursuant to the Fission Arrangement. As a result of the use of Due Bills, any Fission Shareholder who purchases their Fission Shares on the TSX-V in the period two days prior to the Effective Date up to and including the payment date of the Fission Spinco Shares issuable pursuant to the Fission Arrangement will be entitled to receive the Fission Spinco Shares. Any trades that are executed during this period will be automatically flagged to ensure that such purchasers receive the entitlement to the Fission Spinco Shares and the sellers do not. See heading “The Fission Meeting - Procedure for the Receipt of Certificates – Information Concerning Due Bills”.

Financial Statements of Fission and Fission Spinco

The financial statements of Fission and Fission Spinco, including *pro forma* financial statements that give effect to the Fission Plan of Arrangement and Alpha Plan of Arrangement, are set forth in Appendices “F”, “G”, “H” and “I” to this Circular.

Conditions to Fission Arrangement

Completion of the Fission Arrangement and the Alpha Arrangement is subject to a number of specified conditions being met as of the Effective Time, including, but not limited to:

- the Alpha Securityholder Approval having been obtained;
- the Alpha Interim Order and Alpha Final Order having been obtained on terms consistent with the Arrangement Agreement;
- all Regulatory Approvals having been obtained;
- the TSX-V Approvals having been obtained;
- the New Fission Shares being issued shall be exempt from the registration requirements of the U.S. Securities Act;
- the Arrangement Agreement not having been terminated; and
- the Fission Pre-Spinout Reorganization and the Alpha Pre-Spinout Reorganization having been effected.

The Arrangement Agreement also provides that the respective obligations of Alpha and Fission to complete the Fission Arrangement and the Alpha Arrangement are subject to the satisfaction or waiver of certain additional conditions precedent, including, there having not occurred any Material Adverse Effect in respect of either Alpha and Fission.

See “*The Fission Meeting – The Arrangement Agreement – Conditions to the Fission Arrangement and the Alpha Arrangement Becoming Effective.*”

Fission Non-Solicitation of Acquisition Proposals

Pursuant to the Arrangement Agreement, Fission has agreed not to solicit, initiate, encourage or facilitate any Acquisition Proposals. However, the Fission Board does have the right to consider and accept a Superior Proposal under certain conditions. Alpha has the right to match any Acquisition Proposal that the Fission Board has determined is, or is reasonably likely to be or lead to, a Superior Proposal in accordance with the Arrangement Agreement. If Fission accepts a Superior Proposal or if Alpha declines to match any Superior Proposal and terminates the Arrangement Agreement, Fission must pay Alpha the Termination Payment of Cdn\$6 million. Fission's right to accept Superior Proposals continues only until the Fission Meeting has occurred.

See "*The Fission Meeting – The Arrangement Agreement – Fission Non-Solicitation*".

Termination of Arrangement Agreement

The Arrangement Agreement may be terminated prior to the Effective Time in certain circumstances many of which lead to payment by Fission to Alpha of the Expenses and Termination Fees.

The Arrangement Agreement may be terminated:

- (a) by mutual written agreement of Fission and Alpha;
- (b) by Fission or Alpha if: (A) Effective Time has not occurred by the Outside Date; (B) after the date of the Arrangement Agreement, a law is enacted that makes the consummation of the Alpha Arrangement illegal; and (C) the Alpha Arrangement is not approved by the Alpha Securityholders;
- (c) by Fission if: (A) prior to the Effective Time (1) there is an Alpha Change in Recommendation; (2) the Alpha Board approves or recommends any Acquisition Proposal; (3) Alpha is in breach of any of its non-solicitation obligations; (B) Alpha is in breach of any representation, warranty or covenant under the Agreement which breach has resulted in the conditions precedent in favour of Fission requiring that at the Effective Time all covenants, representations and warranties of Alpha be true, not being satisfied, and incapable of being satisfied by the Outside Date; (C) Fission has been notified by Alpha of an Alpha Proposed Agreement and either (i) Fission does not deliver an amended Alpha Arrangement Proposal within 5 business days; or (ii) Fission delivers an amended Alpha Arrangement Proposal but the Alpha Board determines that the Acquisition Proposal continues to be a Superior Proposal; (D) Fission wishes to enter into a binding Superior Proposal; and (E) Fission Securityholder Approval is not obtained at the Fission Meeting.
- (d) by Alpha if: (A) prior to the Effective Time (1) there is a Fission Change in Recommendation; (2) the Fission Board approves or recommends any Acquisition Proposal; (3) Fission is in breach of any of its non-solicitation obligations; (B) Fission is in breach of any representation, warranty or covenant under the Agreement which breach has resulted in conditions precedent in favour of Alpha requiring that at the Effective Time all covenants, representations and warranties of Fission being true, not being satisfied, and incapable of being satisfied by the Outside Date; (C) Alpha has been notified by Fission of a Fission Proposed Agreement and either (i) Alpha does not deliver an amended Alpha Arrangement Proposal within 5 business days; or (ii) Alpha delivers an amended Alpha Arrangement Proposal but the Fission Board determines that the Acquisition Proposal continues to be a Superior Proposal; and (D) it wishes to enter into a binding Superior Proposal.

See “*The Fission Meeting – The Arrangement Agreement – Termination*”.

Procedure for Distribution of Certificates

Share Certificates

As soon as practicable after the Effective Date, Fission Spinco shall cause to be issued to the registered holders of the Fission Spinco Shares, certificates representing the number of Fission Spinco Shares to which such holders are entitled following the Effective Date and shall cause such certificates to be delivered or mailed to such holders.

No new share certificates shall be issued with respect to the New Fission Shares issued in connection with the Fission Arrangement. Rather, after the Effective Time, share certificates representing, on their face, Fission Shares, shall for all purposes be deemed to be share certificates representing New Fission Shares.

Option Certificates

No new option certificates shall be issued with respect to the New Fission Options issued in connection with the Fission Arrangement. Rather, after the Effective Time, option certificates representing, on their face, Fission Options, shall for all purposes be deemed to be option certificates representing New Fission Options.

Fractional Shares

Any fractional shares issuable pursuant to the Arrangement, including on exercise or conversion, will be rounded down to the nearest whole number.

See “*The Fission Meeting – Procedure for Distribution of Certificates*”.

Dissent Rights

The Fission Interim Order provides that each Registered Fission Shareholder will have the right to dissent and, if the Fission Arrangement becomes effective, to have such holder’s Fission Shares cancelled in exchange for payment from Fission equal to the Fair Market Value of such holder’s Fission Shares as of the day of the Fission Meeting in accordance with the provisions of the Fission Interim Order. In order to validly dissent, any such Registered Fission Shareholder must not vote any Fission Shares in respect of which Dissent Rights have been exercised in favour of the Fission Arrangement Resolution, must provide Fission with written objection to the Arrangement by 4:00 p.m. (Vancouver Time) on November 25, 2013, or two Business prior to any adjournment of the Fission Meeting, and must otherwise comply with the Dissent Procedures provided in the Fission Interim Order. A Non-Registered Fission Shareholder who wishes to exercise Dissent Rights must arrange for the Registered Fission Shareholder(s) holding its Fission Shares to deliver the Dissent Notice. See “*The Fission Meeting – Dissent Rights*.”

If a Dissenting Fission Shareholder fails to strictly comply with the requirements the Dissent Rights as set out under the Fission Interim Order, the CBCA and the Fission Plan of Arrangement, such holder will lose its Dissent Rights. The Dissent Rights are set out in their entirety in the Fission Interim Order, the text of which is set out in Appendix “C” to this Circular.

It is a condition of the Fission Arrangement that holders of no more than 5% of Fission Shares shall have exercised Dissent Rights (and not withdrawn such exercise).

Income Tax Considerations

Summary of Certain Canadian Income Tax Considerations

Resident Shareholders will generally be deemed for purposes of the Tax Act to receive a dividend from Fission on the exchange of Class A Shares for New Fission Shares and Fission Spinco Shares, to the extent that the Fair Market Value of the Fission Spinco Shares received by the Resident Shareholder exceeds the paid-up capital (as determined for the purposes of the Tax Act) attributable, on a pro rata basis, to the Class A Shares exchanged. The cost of the New Fission Shares will be deemed to be equal to the amount, if any, by which the adjusted cost base of the Class A Shares exceeds the Fair Market Value of the Fission Spinco Shares received.

On the exchange of Class A Shares for New Fission Shares and Fission Spinco Shares, a capital gain (or capital loss) may also be realized by a Resident Shareholder equal to the amount by which (a) the aggregate of the cost of the Fission Spinco Shares and of the New Fission Shares received less the amount of any dividend deemed to be received on the exchange exceeds (or is less than) (b) the aggregate of the adjusted cost base of the Class A Shares exchanged and any reasonable costs of disposition.

As set out above, if the aggregate Fair Market Value of the Fission Spinco Shares, at the time they are distributed on the exchange of Class A Shares for New Fission Shares and Fission Spinco Shares, exceeds the aggregate paid-up capital of the Class A Shares, a dividend will be deemed to be paid by Fission to Non-Resident Shareholders which will be subject to Canadian withholding tax. Fission and any relevant intermediary, may sell Fission Spinco Shares on behalf of a Fission Shareholder who is subject to this withholding, in order to meet Fission's withholding tax obligations (including any applicable interest and penalties) arising as a result of any deemed dividend.

Non-Resident Shareholders of Fission Shares will generally not be taxable in Canada with respect to any capital gains generated on the disposition of Class A Shares and New Fission Shares pursuant to the Arrangement so long as such shares do not constitute "taxable Canadian property" as defined in the Tax Act.

A summary of certain Canadian federal income tax considerations in respect of the proposed Arrangement is included under "*Certain Canadian Federal Income Tax Considerations*" and the foregoing is qualified in full by the information in such section.

Summary of Certain U.S. Federal Income Tax Considerations

For U.S. federal income tax purposes, it is anticipated that the Fission Arrangement will not be a tax-free transaction for Fission Shareholders that are U.S. Holders (as defined in "*Certain United States Federal Income Tax Considerations*" herein). In addition, based on their current and projected income, assets and business, it is possible that each of Fission and Fission Spinco will be classified for U.S. federal income tax purposes as a passive foreign investment company ("**PFIC**") for the current taxable year and in future taxable years. As a consequence, the complex U.S. federal income tax rules relating to PFICs may apply to U.S. Holders of Fission Shares, New Fission Shares and Fission Spinco Shares, potentially resulting in gains realized on the disposition of such shares being treated as ordinary income rather than as capital gains, and the application of interest charges to those gains as well as to certain distributions. Further, certain non-corporate U.S. Holders would

not be eligible for the preferential U.S. tax rates on dividends (if any) paid by Fission or Fission Spinco. While the U.S. federal income tax consequences of holding an interest in a PFIC can be mitigated, the mitigation requires compliance with certain U.S. tax return and reporting requirements. For a more detailed discussion of the consequences of Fission and Fission Spinco being classified as PFICs, including a discussion of a qualified electing fund election and a mark-to-market election, which could mitigate certain of the adverse tax consequences described above, see "*Certain United States Federal Income Tax Considerations*" herein. The foregoing is qualified in full by the information provided in that section. U.S. Holders are strongly encouraged to read that section in full and to consult their tax advisors with respect to the U.S. federal, state, local and non-U.S. tax consequences to them, in light of their particular circumstances, of the acquisition, ownership, and disposition of Fission Shares, Fission Spinco Shares and New Fission Shares.

Court Approval

The Fission Arrangement requires Court approval under the CBCA. In addition to this approval, the Court will be asked for a declaration following a Court hearing that the Fission Arrangement is fair to the Fission Shareholders. Prior to the mailing of this Circular, Fission submitted, along with other materials, a copy of the Circular to the Court and subsequently obtained the Fission Interim Order providing for the calling and holding of the Fission Meeting, the Dissent Rights and certain other procedural matters. Following receipt of Fission Securityholder Approval, Fission intends to make application to the Court for the Fission Final Order at 3:00 p.m. (Calgary time), or as soon thereafter as counsel may be heard, on November 29, 2013 at the Calgary Courts Centre, 601 - 5 Street SW, Calgary, Alberta, Canada, or at any other date and time as the Court may direct. Blake, Cassels & Graydon LLP, counsel to Fission, has advised that, in deciding whether to grant the Fission Final Order, the Court will consider, among other things, the fairness of the Fission Arrangement to Fission Shareholders.

Any Fission Shareholder who wishes to appear or be represented and to present evidence or arguments at that hearing must file and serve a response to petition no later than 4:00 p.m. (Vancouver time) on November 25, 2013 along with any other documents required, all as set out in the Fission Interim Order and Notice of Petition, the text of which are set out in Appendix "C" to this Circular and satisfy any other requirements of the Court. Such Persons should consult with their legal advisors as to the necessary requirements.

The Court may approve the Fission Arrangement either as proposed or as amended in any manner the Court may direct, and subject to compliance with such terms and conditions, if any, as the Court sees fit.

The Court will be advised, prior to the hearing, that the Court's approval of the Fission Arrangement (including the fairness thereof) will form a basis for the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof with respect to the Fission Spinco Shares to be received by Fission Shareholders pursuant to the Fission Arrangement. See "*The Fission Meeting – Court Approval of the Fission Arrangement*".

Regulatory Law Matters and Securities Law Matters

Canadian Securities Law Matters

The issuance pursuant to the Fission Arrangement of the New Fission Shares and the Fission Spinco Shares, as well as all other issuances, trades and exchanges of securities under the Fission Arrangement, will be made pursuant to exemptions from the registration and prospectus

requirements contained in applicable Canadian provincial securities legislation or, where required, exemption orders or rulings from various securities regulatory authorities in the provinces and territories of Canada where Fission Shareholders are resident. Fission is currently a “reporting issuer” under the applicable securities legislation in the provinces of British Columbia and Alberta. Under National Instrument 45-102 – *Resale of Securities* (and if required, orders and rulings from various securities regulatory authorities in the provinces and territories of Canada where Fission Shareholders are resident), the New Fission Shares and Fission Spinco Shares received by Fission Shareholders pursuant to the Fission Arrangement may be resold through registered dealers in Canadian provinces or territories without any “hold period” restriction (provided that no unusual effort is made to prepare the market or create a demand for these securities, no extraordinary commission or consideration is paid in respect of the sale and, if the seller is an insider or officer of the issuer, the seller has no reasonable grounds to believe that the issuer is in default of securities legislation). Resales of New Fission Shares and Fission Spinco Shares will, however, be subject to resale restrictions where the sale is made from the holdings of any Person or combination of Persons holding a sufficient number of New Fission Shares or Fission Spinco Shares, as the case may be, to affect materially the control of Fission or Fission Spinco, respectively.

See “*The Fission Meeting – Regulatory Law Matters and Securities Law Matters*”.

United States Securities Law Matters

The New Fission Shares and Fission Spinco Shares to be issued to Fission Shareholders in exchange for their Fission Shares pursuant to the Fission Arrangement have not been registered under the U.S. Securities Act or applicable state Securities Laws, and are being issued and exchanged in reliance on the exemption from the registration requirements of the U.S. Securities Act set forth in Section 3(a)(10) thereof and similar or other exemptions from registration under applicable state Securities Laws. The restrictions on resale of the New Fission Shares and Fission Spinco Shares outstanding after the Effective Date imposed by the U.S. Securities Act will depend on whether the holder of the New Fission Shares or Fission Spinco Shares is an “affiliate” of Fission or Fission Spinco, respectively, after the Effective Date or was an “affiliate” of Fission or Fission Spinco within 90 days prior to the Effective Date. As defined in Rule 144 under the U.S. Securities Act, an “affiliate” of an issuer is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer. Usually this includes the directors, executive officers and principal shareholders of the issuer. See “*The Fission Meeting – Regulatory Law Matters and Securities Law Matters*”.

The solicitation of proxies made pursuant to this Circular is not subject to the requirements of Section 14(a) of the Exchange Act. Accordingly, the solicitation of proxies and transactions contemplated herein are being made in accordance with Canadian corporate and Securities Laws. Fission Securityholders should be aware that requirements under such Canadian laws may differ from requirements of the United States applicable to registration statements under the U.S. Securities Act and to proxy statements under the Exchange Act. The financial statements and other financial information included or incorporated by reference in this Circular have been prepared in accordance with IFRS and thus may not be comparable to financial statements and financial information of United States companies.

NEITHER THE NEW FISSION SHARES NOR THE FISSION SPINCO SHARES TO WHICH FISSION SHAREHOLDERS WILL BE ENTITLED PURSUANT TO THE FISSION ARRANGEMENT HAVE BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR SECURITIES REGULATORY AUTHORITIES OF ANY STATE OF

THE UNITED STATES, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR SECURITIES REGULATORY AUTHORITY OF ANY STATE OF THE UNITED STATES PASSED ON THE ADEQUACY OR ACCURACY OF THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

See “*The Fission Meeting – Regulatory Law Matters and Securities Law Matters*”.

Risk Factors

Fission Shareholders and Fission Optionholders should carefully consider the risk factors relating to the Fission Arrangement. Some of these risks include, but are not limited to: (i) the Arrangement Agreement may be terminated in certain circumstances, including in the event of a change having a Material Adverse Effect on Fission; (ii) there can be no certainty that all conditions precedent to the Fission Arrangement and Alpha Arrangement will be satisfied; (iii) Fission will incur costs even if the Fission Arrangement is not completed, and also may be required to pay the Alpha Termination Fee and/or Alpha Expense Fee ; (iv) directors and executive officers of Fission may have interests in the Fission Arrangement that are different from those of the Fission Shareholders; (v) the market price for New Fission Shares and Fission Spinco Shares (if Fission Spinco Shares are listed) may decline; (vi) Fission and any relevant intermediary may sell Fission Spinco Shares on behalf of a Fission Shareholder to meet Fission’s withholding tax obligations (including any applicable interest and penalties) arising as a result of any deemed dividend and any such sales may negatively impact the trading price of the Fission Spinco Shares (if listed); (vii) there is no guarantee that the Fission Spinco Shares will be listed on the TSX-V or that a market for such shares will develop; (viii) Fission Spinco Shares may not be qualified investments under the Tax Act for a Registered Plan; (ix) the Fission Arrangement is expected to be a taxable transaction for U.S. federal income tax purposes and, as a result, may accelerate adverse U.S. federal income tax consequences to U.S. Holders under the PFIC rules; and (x) the issue of New Fission Shares under the Alpha Arrangement and their subsequent sale may cause the market price of New Fission Shares to decline from current or anticipated levels.

For more information see “*The Fission Meeting - Risks Associated with the Fission Arrangement*”. Additional risks and uncertainties, including those currently unknown or considered immaterial by Fission, may also adversely affect the Fission Shares, the Fission Spinco Shares, and/or the businesses of Fission and Fission Spinco following the Fission Arrangement. In addition to the risk factors relating to the Fission Arrangement set out in this Circular, Fission Shareholders and Fission Optionholders should also carefully consider the risk factors associated with the businesses of Fission Spinco included in this Circular, including the documents incorporated by reference therein. See “Appendix “E” - “*Information Concerning Fission Spinco - Risk Factors*”, for a description of these risks.

GENERAL PROXY INFORMATION

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by the management of Fission for use at the Fission Meeting, to be held on November 28, 2013, at the time and place and for the purposes set forth in the accompanying Notice of Meeting. While it is expected that the solicitation will be primarily by mail, proxies may be solicited personally or by telephone by the directors and regular employees of Fission at nominal cost paid by Fission. Fission has also retained Kingsdale Shareholder Services Inc. (“**Kingsdale**”) to provide the following services in connection with the Fission Meeting: review and analysis of the Circular, recommending corporate governance best practices where applicable, liaising with proxy advisory firms, developing and implementing Fission Shareholder and Fission Optionholder communication and engagement strategies, advice with respect to Meeting and proxy protocol, reporting and reviewing the tabulation of Shareholder proxies, and the solicitation of Fission Shareholder and Fission Optionholder proxies including contacting Fission Shareholders and Fission Optionholders by telephone. Fission will pay the cost of these services and any related expenses, which is estimated to be approximately \$300,000. Fission Shareholders and Fission Optionholders can contact Kingsdale either by mail at Kingsdale Shareholder Services Inc., The Exchange Tower, 130 King Street West, Suite 2950, P.O. Box 361, Toronto, Ontario M5X 1E2, by toll-free telephone in North America at 1-800-749-9052 or collect call outside North America at 416-867-2272, or by e-mail at contactus@kingsdaleshareholder.com.

How a Vote is Passed

At the Fission Meeting, Fission Shareholders and Optionholders will be asked, among other things, to consider and to vote to approve the Fission Arrangement Resolution approving the Fission Arrangement. To be effective, the Fission Arrangement must be approved by a resolution passed by: (a) not less than two-thirds of the votes cast by Fission Shareholders; and (b) not less than two-thirds of the votes cast by Fission Shareholders and Fission Optionholders, voting together as a single class, with the Fission Optionholders having one vote for each Fission Option held, in each case, voting in person or by proxy at the Fission Meeting.

Who can Vote?

If you are a Registered Fission Shareholder or Fission Optionholder as at October 23, 2013, you are entitled to attend at the Fission Meeting and cast a vote for each Fission Share and each Fission Option registered in your name on the Fission Arrangement Resolution. If the Fission Shares or Fission Options are registered in the name of a corporation, a duly authorized officer of the corporation may attend on its behalf, but documentation indicating such officer’s authority should be presented at the Fission Meeting. If you are a Registered Fission Shareholder or Fission Optionholder but do not wish to, or cannot, attend the Fission Meeting in person you can appoint someone who will attend the Fission Meeting and act as your proxyholder to vote in accordance with your instructions. If your Fission Shares are registered in the name of a “nominee” (usually a bank, trust company, securities dealer or other financial institution) you should refer to the section entitled “*Non-Registered Holders*” set out below.

It is important that your Fission Shares or Fission Options be represented at the Fission Meeting regardless of the number of Fission Shares or Fission Options you hold. If you will not be attending the Fission Meeting in person, we encourage you to complete, date, sign and return your form of proxy as soon as possible so that your Fission Shares and/or Fission Options will be represented.

How do I Vote?

Registered Fission Shareholders and Fission Optionholders can vote in a number of ways:

- **Mail:** To the offices of Computershare Investor Services Inc. Attention: Proxy Department, 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1 or
- **Fax:** Computershare Investor Services Inc.: 416-263-9524 toll-free 1-866-249-7775 or
- **Online:** Go to the website indicated on the proxy form (www.investorvote.com) and follow the instructions on the screen or
- **Phone:** Call the toll-free number indicated on the proxy form (1.866.732.VOTE) and follow the instructions using your 15 digit control number located at the bottom left hand corner of your proxy or
- **In Person:** Present yourself to a representative of Computershare at the Fission Meeting.

Appointment of Proxies

If you do not come to the Fission Meeting, you can still make your votes count by appointing someone who will be there to act as your proxyholder at the Fission Meeting. You can appoint the Persons named in the enclosed form of proxy, who are each a director and an officer of Fission. Alternatively, you can appoint any other Person to attend the Fission Meeting as your proxyholder. Regardless of who you appoint as your proxyholder, you can either instruct that appointee how you want to vote or you can let your appointee decide for you. You can do this by completing a form of proxy. In order to be valid, you must return the completed form of proxy forty-eight (48) hours, excluding Saturdays, Sundays and holidays, prior to the time of the Fission Meeting to our transfer agent, Computershare Investor Services Inc., 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1 or by toll free North American fax number 1-866-249-7775, or by international fax number 1-416-263-9524. The Chair of the Fission Meeting may waive the proxy cut-off time at his discretion without notice.

What is a Proxy?

A form of proxy is a document that authorizes someone to attend the Fission Meeting and cast your votes for you. We have enclosed a form of proxy with this Circular. You should use it to appoint a proxyholder, although you can also use any other legal form of proxy.

Appointing a Proxyholder

The persons named in the enclosed form of proxy are each either a director or an officer of Fission. **A Fission Securityholder who wishes to appoint some other person to represent such Fission Securityholder at the Fission Meeting may do so by crossing out the name on the form of proxy and inserting the name of the person proposed in the blank space provided in the enclosed form of proxy. Such other person need not be a Fission Securityholder.** To vote your Fission Shares or Fission Options, your proxyholder must attend the Fission Meeting. If you do not fill a name in the blank space in the enclosed form of proxy, the persons named in the form of proxy are appointed to act as your proxyholder.

Instructing your Proxy and Exercise of Discretion by your Proxy

You may indicate on your form of proxy how you wish your proxyholder to vote your Fission Shares or Fission Options. To do this, simply mark the appropriate boxes on the form of proxy. If you do this, your proxyholder must vote your Fission Shares or Fission Options in accordance with the instructions you have given.

If you do not give any instructions as to how to vote on a particular issue to be decided at the Fission Meeting, your proxyholder can vote your shares or options as he or she thinks fit. If you have appointed the persons designated in the form of proxy as your proxyholder they will, unless you give contrary instructions, vote **FOR** the Fission Arrangement Resolution.

Further details about these matters are set out in this Circular. The enclosed form of proxy gives the persons named on it the authority to use their discretion in voting on amendments or variations to matters identified on the Notice of Meeting. At the time of printing this Circular, the management of Fission is not aware of any other matter to be presented for action at the Fission Meeting. If, however, other matters do properly come before the Fission Meeting, the persons named on the enclosed form of proxy will vote on them in accordance with their best judgment, pursuant to the discretionary authority conferred by the form of proxy with respect to such matters.

Changing your mind

If you want to change your vote you can by (a) attending the Fission Meeting and voting in person if you were a Registered Fission Shareholder or Fission Optionholder at the Record Date of October 23, 2013; (b) voting again online; (c) signing and returning a proxy bearing a later date; (d) signing a written statement which indicates, clearly, that you want to revoke your proxy and delivering this signed written statement to the Registered Office of Fission located at Suite 700 - 595 Howe Street, Vancouver, British Columbia, V6C 2T5, or (e) in any other manner permitted by law.

Your proxy will only be revoked if a revocation is received by 10:00 a.m. (Vancouver time) on the last Business Day before the day of the Fission Meeting, or delivered to the person presiding at the Fission Meeting before it commences. Registered Fission Shareholders and Fission Optionholders who revoke their proxy and do not replace it with another that is deposited with us before the deadline, may still vote their shares and options, but to do so they must attend the Fission Meeting in person.

Non-Registered Holders

All Fission Options are registered in the names of the holders, therefore this section is not applicable to them. If your Fission Shares are not registered in your own name, they will be held in the name of a "nominee", usually a bank, trust company, securities dealer or other financial institution and, as such, your nominee will be the entity legally entitled to vote your Fission Shares and must seek your instructions as to how to vote your Fission Shares. The Notice of Meeting, the Circular and the proxy-related materials (collectively, the "**Meeting Materials**") are being sent to both registered and non-registered holders of Fission Shares and to holders of Fission Options.

Non-registered shareholders are either "objecting beneficial owners" or "**OBOs**", who object to intermediaries disclosing information about their identity and ownership in the Corporation or "non-objecting beneficial owners" or "**NOBOs**", who do not object to such disclosure.

Canadian Non-Objecting Beneficial Owners

In accordance with the requirements of National Instrument 54-101 of the Canadian Securities Administrators, Fission has elected to send the Meeting Materials directly to Canadian NOBOs. If you are a NOBO and we have sent these materials to you directly, your name and address and information about your holdings of Fission Shares have been obtained in accordance with applicable securities regulatory requirements from the nominee holding the securities on your behalf. By choosing to send these materials to you directly, Fission (and not your nominee) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. NOBOs may vote in the following ways:

- **Mail:** To the offices of Computershare Investor Services Inc. Attention: Proxy Department, 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1 or
- **Fax:** Computershare Investor Services Inc.: 416-263-9524 toll-free 1-866-249-7775 or
- **Online:** Go to the website indicated on the VIF (www.investorvote.com) and follow the instructions on the screen or
- **Phone:** Call the toll-free number indicated on the proxy form (1.866.734.VOTE) and follow the instructions using your 15 digit control number located at the bottom left hand corner of your VIF.

Voting in Person

If you are a Canadian NOBO and wish to vote in person at the Fission Meeting or appoint a nominee to vote on your behalf, insert your own name (or that of your nominee) in the space provided on the Proxy to appoint yourself (or your nominee) as proxy holder and follow the instructions to return the form. NOBOs who appoint themselves as proxy holders should present themselves at the Meeting (or their nominee should present themselves) to a representative of Computershare. Do not otherwise complete the request for voting instructions sent to you as you (or your nominee) will be voting at the Meeting.

U.S. Non-Objecting Beneficial Owners and U.S. and Canadian Objecting Beneficial Owners

Unless you have previously informed your nominee that you do not wish to receive material relating to shareholders' meetings, you will have received this Circular from your nominee, together with a form of proxy or a request for voting instruction form ("**VIF**"). If that is the case, it is most important that you comply strictly with the instructions that have been given to you by your nominee on the VIF. Fission intends to pay for intermediaries to deliver the Meeting Materials to OBOs. If you have voted and wish to change your voting instructions, you should contact your nominee to discuss whether this is possible and what procedures you must follow.

If your Fission Shares are not registered in your own name, Fission's transfer agent will not have a record of your name and, as a result, unless your nominee has appointed you as a proxyholder, will have no knowledge of your entitlement to vote. If you wish to vote in person at the Fission Meeting, therefore, please insert your own name in the space provided on the form of proxy or VIF that you have received from your nominee. If you do this, you will be instructing your nominee to appoint you as proxyholder. Please adhere strictly to the signature and return instructions provided by your nominee. It is not necessary to complete the form in any other respect, since you will be voting at

the Fission Meeting in person. Please register with the transfer agent, Computershare Investor Services Inc., upon arrival at the Fission Meeting.

Voting Securities and Principal Holders

The authorized voting share capital of Fission consists of an unlimited number of Fission Shares. Each holder of Fission Shares is entitled to one vote for each Fission Share registered in his or her name and each holder of Fission Options is entitled to one vote for each Fission Option held at the close of business on October 23, 2013, the date fixed by the directors as the record date for determining who is entitled to receive notice of and to vote at the Fission Meeting.

At the close of business on October 28, 2013, there were 151,502,270 Fission Shares and 13,525,916 Fission Options outstanding. To the knowledge of Fission's directors and officers, no persons or companies beneficially own, directly or indirectly, or exercise control or direction over shares carrying more than 10% of the voting rights attached to all Fission Shares and Fission Options.

THE FISSION MEETING

Background to the Fission Arrangement

The provisions of the Arrangement Agreement are the result of arm's length negotiations between Representatives of Fission and Alpha and their respective financial and legal advisors. On or about beginning of September 2013, discussions ensued regarding the acquisition of Alpha by Fission and a spinout of each of Fission's and Alpha's exploration assets other than Fission's and Alpha's respective interests in the PLS Property. Upon the conclusion of such negotiations and the approval of their respective boards of directors, a non-binding letter of intent was signed on September 2, 2013 setting forth the basic terms of the Alpha Arrangement and Fission Arrangement and Fission and Alpha issued a joint press release announcing the Fission Arrangement and Alpha Arrangement on September 3, 2013. From such date of the letter until September 17, 2013, Fission and Alpha, together with their legal advisors, completed due diligence on each other and drafted and negotiated the definitive Arrangement Agreement.

On September 17, the Fission Board reviewed with its legal counsel the terms of a draft arrangement agreement and met with Dundee to hear the views of Dundee regarding the fairness, from a financial point of view, of the consideration to be received by Fission Shareholders pursuant to the Fission Arrangement.

After careful consideration, including a thorough review of the financial presentation and advice delivered by Dundee, a thorough review of the terms of the Arrangement Agreement, and taking into account the best interests of Fission and the impact on Fission's stakeholders, and consultation with its financial and legal advisors, the Fission Board unanimously resolved: (i) to accept the advice of its legal and financial advisors; (ii) that the Fission Arrangement is fair, from a financial point of view, to the Fission Shareholders and is in the best interests of Fission; and (iii) to approve the Fission Arrangement and to recommend that Fission Shareholders and Fission Optionholders vote in favour of the Fission Arrangement Resolution. The Arrangement Agreement was executed on the evening of September 17, 2013 and Fission and Alpha issued a joint press release the following morning.

The Fission Arrangement is one element of a larger transaction between Fission and Alpha. Fission and Alpha are proposing to complete a transaction whereby Fission will acquire all of the issued and outstanding shares of Alpha and consequently, its primary asset, a 50% interest in the PLS Property, the other 50% of which is held by Fission. Each of Fission and Alpha are also spinning out

respectively, the Fission Spinco Properties and the Alpha Spinco Properties, into Fission Spinco and Alpha Spinco.

On September 17, 2013, Fission and Alpha entered into the Arrangement Agreement, pursuant to which Fission agreed to offer Alpha Shareholders 5.725 New Fission Shares and a cash payment of \$0.0001 for each Alpha Share held. Additionally, under the terms of the Arrangement Agreement, Alpha Shareholders will receive one Alpha Spinco Share for each Alpha Share held and Fission Shareholders will receive one New Fission Share and one Fission Spinco Share for each Fission Share held.

At the Fission Meeting, the Fission Securityholders are not being asked to vote on the Alpha Arrangement, rather the Fission Securityholders are being asked to vote on the Fission Arrangement pursuant to which Fission will spinout the Fission Spinco Properties and approximately \$3 million in cash to Fission Spinco pursuant to terms of the Arrangement Agreement and the Fission Plan of Arrangement. If you are also an Alpha Shareholder, please refer to Alpha's management information circular regarding the Alpha Arrangement available at Alpha's profile on SEDAR at www.sedar.com for more information about the Alpha Arrangement, including information regarding voting for Alpha Shareholders.

Subsequent Events

On October 3, 2013, Fission entered into an engagement letter with the Lead Underwriter on behalf of the Underwriters in connection with the Initial Offering of up to 7,500,000 non-transferable Subscription Receipts at a price of \$1.50 per Subscription Receipt exchangeable for, conditional upon the Escrow Release Conditions, including among others, closing of the Fission Arrangement and the Alpha Arrangement, New Fission FT Shares. The Underwriters were also granted the Underwriters' Option, The Underwriters exercised the Underwriters' Option and purchased an additional 1,081,700 Subscription Receipts at the offering price, which for an aggregate total gross proceeds of \$12,872,550.

In connection with the Offering, the Underwriters will receive, upon satisfaction of the Escrow Release Conditions: (a) in respect of the first 7,670,500 Subscription Receipts distributed, a cash commission equal to 6.0% of the gross proceeds from the sale of such Subscription Receipts and that number of Broker Warrants equal to 6.0% of that number of Subscription Receipts; and (b) in respect of up to 911,200 of the remaining Subscription Receipts distributed, a cash commission equal to 6.0% of 40% of the gross proceeds from the sale of such Subscription Receipts payable to the Underwriters and that number of Broker Warrants equal to 6.0% of 40% of that number of Subscription Receipts, issuable to the Underwriters. Each Broker Warrant will be exercisable into one common share of the Company for a period of 24 months from the date of issuance of the Broker Warrants which will be shortly after the Escrow Release Conditions are satisfied, at a price of \$1.50 per common share.

The gross proceeds of the Private Placement has been deposited in escrow on October 24, 2013 immediately following the closing of the Private Placement and will be released from escrow to Fission immediately following the closing of Fission Arrangement and Alpha Arrangement, including after completion of the Fission Spinout pursuant to the Asset Purchase Agreement, and receipt of all required third party and regulatory approvals for the issuance of the New Fission FT Shares. Consequently, investors subscribing for the Subscription Receipt will only receive New Fission FT Shares and will not receive Fission Spinco Shares.

The Fission Arrangement

At the Fission Meeting, Fission Securityholders will be asked to consider and, if thought advisable, to pass, the Fission Arrangement Resolution to approve the Fission Arrangement under the CBCA pursuant to the terms of the Arrangement Agreement and the Fission Plan of Arrangement. The Fission Arrangement, the Fission Plan of Arrangement and the terms of the Arrangement Agreement are summarized below. This summary does not purport to be complete and is qualified in its entirety by reference to the Arrangement Agreement, which has been filed by Fission under its profile on SEDAR at www.sedar.com, and the Fission Plan of Arrangement, which is attached to this Circular as Appendix "B".

In order to implement the Fission Arrangement, the Fission Arrangement Resolution must be approved by: (a) at least two-thirds of the votes cast by the Fission Shareholders; and (b) at least two-thirds of the votes cast by Fission Shareholders and Fission Optionholders, voting as a single class, present in person or by proxy at the Fission Meeting. A copy of the Fission Arrangement Resolution is set out in Appendix "A" of this Circular.

Unless otherwise directed, it is management's intention to vote **FOR** the Fission Arrangement Resolution. If you do not specify how you want your Fission Shares voted, the persons named as proxyholders will cast the votes represented by your proxy at the Fission Meeting **FOR** the Fission Arrangement Resolution.

If the Fission Arrangement is approved at the Fission Meeting and the Fission Final Order approving the Fission Arrangement is issued by the Court and the applicable conditions to the completion of the Fission Arrangement are satisfied or waived, the Fission Arrangement will take effect commencing at the Effective Time (which will be at 12:01 a.m. (Vancouver time)) on the Effective Date (which is expected to be on or about December 6, 2013).

Principal Steps of the Fission Arrangement

Under the Fission Plan of Arrangement, commencing at the Effective Time, the following principal steps shall occur and shall be deemed to occur without any further act or formality, in the order and timing set out in the Fission Plan of Arrangement:

- (a) At the Effective Time: (i) Fission will transfer the Spinout Assets to Fission Spinco in accordance with the Asset Purchase Agreement; (ii) Fission Spinco will assume the Fission Assumed Spinco Liabilities pursuant to the Assumption Agreement in consideration of a cash payment in an amount equal thereto, and Fission will subscribe for Fission Spinco Shares for an amount equal to \$3,000,000; and (iii) following the completion of subparagraphs (a)(i) and (a)(ii) above, the total number of outstanding Fission Spinco Shares will be equal to the total number of outstanding Fission Shares immediately prior to the Effective Time.
- (b) At the Effective Time, each Fission Share held by a Dissenting Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all Liens, Claims and encumbrances, to Fission and Fission shall thereupon be obliged to pay the amount therefor determined and payable in accordance with the Fission Plan of Arrangement, and the name of each such holder shall be removed from the securities register as a holder of Fission Shares and such Fission Shares so transferred to Fission shall thereupon be cancelled;

- (c) Five minutes after the Effective Time, the authorized share capital of Fission shall be reorganized and its articles amended by:
- i. renaming and redesignating all of the issued and unissued Fission Shares as Class A Shares;
 - ii. providing that the rights, privileges, restrictions and conditions attached to the Class A Shares are as follows:
 - A. to two votes at all meetings of shareholders of the corporation except meetings at which only holders of a specified class of shares are entitled to vote and in such case shall be entitled to one vote.
 - B. to receive, subject to the rights of the holders of another class of shares, any dividend declared by the corporation; and
 - C. to receive, *pari passu* with the New Fission Shares, and subject to the rights of the holders of another class of shares, the remaining property of the Corporation on the liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary.
 - iii. creating a new class consisting of an unlimited number of common shares without par value ("**New Fission Shares**");
 - iv. providing that the rights, privileges, restrictions and conditions attached to the New Fission Shares are as follows:
 - A. to vote at all meetings of shareholders of the corporation except meetings at which only holders of a specified class of shares are entitled to vote and shall be entitled to one vote for each common share held.
 - B. to receive, subject to the rights of the holders of another class of shares, any dividend declared by the corporation; and
 - C. to receive, *pari passu* with the Class A Shares, and subject to the rights of the holders of another class of shares, the remaining property of the Corporation on the liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary.
- (d) Ten minutes after the Effective Time, Fission shall undertake a reorganization of capital within the meaning of Section 86 of the Tax Act as follows and in the following order:
- i. each Fission Shareholder (other than a Dissenting Shareholder) will exchange each Class A Share held at the Effective Time for (A) one New Fission Share and (B) one Fission Spinco Share, and such Fission Shareholders shall cease to be the holders of the Class A Shares so exchanged;
 - ii. the authorized capital of Fission will be amended to delete the Class A Shares, none of which are issued and outstanding, and to delete the rights, privileges, restrictions and conditions attached to the Class A Shares; and

- iii. the aggregate amount added to the stated capital of the New Fission Shares issued pursuant to subparagraph (c)(iii) above shall be equal to the amount if any, by which (A) the aggregate paid-up capital (as that term is defined for the purposes of the Tax Act) of Class A Shares (other than Fission Shares held by the Dissenting Shareholders) immediately prior to the Effective Time, exceeds (B) the Fair Market Value of the Fission Spinco Shares distributed to the Fission Shareholders.

No fractional shares will be issued and Fission Shareholders will not receive any compensation in lieu thereof. The name of each Fission Shareholder who is so deemed to exchange his, her or its Class A Shares, shall be removed from the securities register of Class A Shares with respect to the Class A Shares so exchanged and shall be added to the securities registers of New Fission Shares and Fission Spinco Shares as the holder of the number of New Fission Shares and Fission Spinco Shares deemed to have been received on the exchange.

- (e) Twenty minutes after the Effective Time, each Fission Option held by a Fission Optionholder that was outstanding at the Effective Time will be deemed to be exchanged for an option to purchase one New Fission Share (a “**New Fission Option**”) at an exercise price equal to (x) the original exercise price of the Fission Option minus (y) the Fair Market Value of one Fission Spinco Share at the Effective Date. The term to expiry, conditions to and manner of exercising, and all other terms and conditions of a New Fission Option will be the same as the Fission Option for which it is exchanged, and any document or agreement previously evidencing a Fission Option shall thereafter evidence and be deemed to evidence such New Fission Option.
- (f) Twenty-five minutes after the Effective Time, the Fission Options will be cancelled without payment;
- (g) Thirty minutes after the Effective Time, Fission will surrender the Fission Spinco Share issued to Fission on incorporation to Fission Spinco for cancellation.

Recommendation of the Fission Board

The Fission Board, after consultation with its financial and legal advisors, has determined that the Fission Arrangement is fair to the Fission Securityholders and in the best interests of Fission. **Accordingly, the Fission Board recommends that Fission Securityholders vote FOR the Fission Arrangement Resolution.**

All directors of Fission and the senior officers of Fission intend to vote all of their Fission Shares and Fission Options in favour of the Fission Arrangement Resolution, subject to the terms of the Arrangement Agreement and the Fission Voting Agreements.

Reasons for the Fission Arrangement

The Fission Board has reviewed and considered an amount of information and considered a number of factors relating to the Fission Arrangement with the benefit of advice from Fission’s senior management and its financial and legal advisors. The following is a summary of the principal reasons for the recommendation of the Fission Board that Fission Shareholders vote FOR the Fission Arrangement Resolution:

- (a) *Consolidation of the PLS Property.* If both the Fission Arrangement and Alpha Arrangement are completed, Fission Shareholders will participate in the value creation associated with the consolidation of ownership of the PLS Property by Fission and improved operational efficiency with respect to the exploration, development and operation of the PLS Property. Fission Shareholders will hold approximately 49.7% of the issued and outstanding New Fission Shares upon completion of the Fission Arrangement and Alpha Arrangement.
- (b) *Continued Participation by Fission Shareholders in the Fission Spinco Properties Through Fission Spinco.* Fission Shareholders, through their ownership of Fission Spinco Shares, will also participate in the Fission Spinco Properties. The Fission Shareholders will hold 100% of the issued Fission Spinco Shares upon completion of the Fission Arrangement and Alpha Arrangement. Fission Spinco will have approximately \$3 million in cash to pursue development of the Fission Spinco Properties. It is expected that the current management of Fission will also participate as management of Fission Spinco.
- (c) *Investment Diversification.* The creation of two separate companies dedicated to the pursuit of their respective businesses will provide Fission Shareholders with diversification and increased liquidity for their investment portfolios, as they will hold a direct interest in two companies, each of which is focused and valued on different objectives;
- (d) *Approval of Fission Securityholders and the Court are Required.* The following required approvals protect the rights of Fission Shareholders: the Fission Arrangement must be approved by: (a) at least two-thirds of the votes cast in respect of the Fission Arrangement Resolution by Fission Shareholders; and (b) at least two-thirds of the votes cast in respect of the Fission Arrangement Resolution by Fission Shareholders and Fission Optionholders, voting as a single class, present in person or represented by proxy at the Fission Meeting; and the Fission Arrangement must also be sanctioned by the Court, which will consider the fairness of the Fission Arrangement to Fission Shareholders.
- (e) *Superior Proposals.* The Arrangement Agreement allows the Fission Board, in the exercise of its fiduciary duties, to respond to certain unsolicited Acquisition Proposals, prior to the Fission Securityholder Approval, which may be superior to the Fission Arrangement. The Fission Board received advice from its financial and legal advisors that the deal protection terms including the Fission Expense Fee, Fission Termination Fee, and circumstances for payment of such expense and termination fees, are within the ranges typical in the market for similar transactions and are not a significant deterrent to potential Superior Proposals.
- (f) *Dissent Rights.* Registered Fission Shareholders who oppose the Fission Arrangement may, on strict compliance with the Dissent Procedures, exercise their Dissent Rights and receive the fair value of the Dissent Shares.
- (g) *Fission Voting Agreements.* The directors and senior officers of Fission have entered into the Fission Voting Agreements pursuant to which they agreed to vote in favour of the Fission Arrangement. As of the Record Date, such directors and officers of Fission held 11,152,065 Fission Shares representing approximately 6.76% of the Outstanding Fission Voting Securities.

In view of the wide variety of factors and information considered in connection with their evaluation of the Fission Arrangement, the Fission Board did not find it practicable to, and therefore did not, quantify or otherwise attempt to assign any relative weight to each specific factor or item of

information considered in reaching their conclusions and recommendations. In addition, individual members of the Fission Board may have given different weights to different factors or items of information.

Treatment of Fission Options

Pursuant to the Fission Arrangement, the Fission Options will be treated as follows:

- Each Fission Option held by a Fission Optionholder that was outstanding as the Effective Time will be deemed to be exchanged for a New Fission Option at an exercise price equal to: (x) the original exercise price of the Fission Option minus (y) the Fair Market Value of one Fission Spinco Share at the Effective Date. Except as otherwise provided in the Fission Plan of Arrangement, the term, expiry, conditions to and manner of exercising, and all other terms and conditions of a New Fission Option will be the same as the Fission Option for which it is exchanged.

Approval of Fission Arrangement Resolution

At the Fission Meeting, the Fission Securityholders and Fission Optionholders will be asked to approve the Fission Arrangement Resolution, the full text of which is set out in Appendix "A" to this Circular. In order for the Fission Arrangement to become effective, as provided in the Fission Interim Order and by the CBCA, the Fission Arrangement Resolution must be approved by: (a) at least two-thirds of the votes cast on the Fission Arrangement Resolution by Fission Shareholders; and (b) at least two-thirds of the votes cast by Fission Shareholders and Fission Optionholders, voting as a single class and with Fission Optionholders having one vote for each Fission Option held, present in person or represented by proxy at the Fission Meeting. Should Fission Securityholders fail to approve the Fission Arrangement Resolution by the requisite majority, the Fission Arrangement will not be completed.

The Fission Board has approved the terms of the Arrangement Agreement and the Fission Plan of Arrangement and recommends that the Fission Securityholders vote FOR the Fission Arrangement Resolution. See "*The Fission Meeting - Recommendation of the Fission Board*" above.

Fission Voting Agreements

On September 17, 2013, Fission entered into the Fission Voting Agreements with its directors and senior officers. The Fission Voting Agreements set forth, among other things, the agreement of such directors and officers to vote their Fission Shares and Fission Options in favour of the Fission Arrangement. As of the Record Date, October 23, 2013, of the Outstanding Fission Voting Securities 11,152,065 were subject to the Fission Voting Agreements, representing approximately 6.76% of the Outstanding Fission Voting Securities.

The Fission Voting Agreements require voting support, prohibit solicitation of an alternative Acquisition Proposal, and impose a contractual hold period on Fission Shares held by the Fission Locked-up Shareholders expiring upon completion of the Fission Arrangement, or upon earlier termination of the Fission Voting Agreements.

Each Fission Locked-up Shareholder has agreed to vote his or her owned (directly or indirectly) securities of Fission, to the extent it is so entitled, in favour of the Fission Arrangement and against any other matter that could reasonably be expected to delay, prevent or frustrate the completion of

the Fission Arrangement. Under the terms of the Fission Voting Agreements, Fission has acknowledged that any Fission Locked-up Shareholder who is also a director or officer of Fission is bound under the Fission Voting Agreement only in such person's capacity as a securityholder, and not in his or her capacity as a director or officer.

The Fission Voting Agreements terminate: (i) by mutual agreement; (ii) by the Fission Locked-up Shareholders: (a) in case of breach any covenants of the Fission Voting Agreement by Fission; (b) if Fission decreases the number of Fission Spinco Shares issuable to Fission Shareholders; and (c) if Fission amends the Arrangement Agreement in a way that adversely affects the Fission Locked-up Shareholder; (iii) upon the completion of the Fission Arrangement; (iv) on the date of termination of the Arrangement Agreement in accordance with the terms thereof; or (v) on the Outside Date.

Under the terms of the Fission Voting Agreements, Fission Options may be exercised in accordance with their terms.

The Arrangement Agreement

The description of the Arrangement Agreement, both below and elsewhere in this Circular, is a summary only, is not exhaustive and is qualified in its entirety by reference to the terms of the Arrangement Agreement, which is incorporated by reference herein and may be found under Fission's profile on SEDAR at www.sedar.com.

Effective Date and Conditions of the Fission Arrangement

If the Fission Arrangement Resolution is passed, the Fission Final Order of the Court is obtained approving the Fission Arrangement, every requirement of the CBCA relating to the Fission Arrangement has been complied with and all other conditions disclosed under "*The Fission Meeting – The Arrangement Agreement - Conditions to the Fission Arrangement and Alpha Arrangement Becoming Effective*" are met or waived, the Fission Arrangement will become effective at 12:01 a.m. on the Effective Date. It is currently expected that the Effective Date will be on or about December 6, 2013.

Representations and Warranties

The Arrangement Agreement contains representations and warranties made by Alpha to Fission and representations and warranties made by Fission to Alpha. Those representations and warranties were made solely for purposes of the Arrangement Agreement and may be subject to important qualifications, limitations and exceptions agreed to by the Parties in connection with negotiating its terms and as set out in the disclosure letters delivered in connection with the Arrangement Agreement. Some of the representations and warranties are subject to a contractual standard of materiality or Alpha Material Adverse Effect or Fission Material Adverse Effect different from that generally applicable to public disclosure to Fission Shareholders, or are used for the purpose of allocating risk between the Parties to the Arrangement Agreement. For the foregoing reasons, you should not rely on the representations and warranties contained in the Arrangement Agreement as statements of factual information at the time they were made or otherwise.

The representations and warranties provided by Alpha in favour of Fission relate to, among other things: (a) the due incorporation, existence, authority to own assets and conduct of the business of Alpha; (b) the corporate power and authority of Alpha to enter into the Arrangement Agreement and perform its obligations thereunder; (c) the execution, delivery and enforceability of the Arrangement Agreement and the completion of the transactions contemplated thereunder will not result in a

violation, or breach of or default under Alpha or its Subsidiary's constating documents, material agreements, Laws or Permits; (d) Alpha's ownership of its Subsidiary; (e) compliance with applicable Laws; (f) all Authorizations necessary for ownership, development, maintenance or use of material assets of Alpha or its Subsidiary have been obtained; (g) the capitalization of Alpha; (h) absence of shareholder or voting support agreements relating to issued and outstanding shares of Alpha and its Subsidiary; (i) the applicability of U.S. Securities Laws to Alpha; (j) Alpha having made all required filings under applicable Securities Laws with the Securities Authorities and such filings not containing any untrue statement of a material fact or omitting to state a material fact; (k) the financial statements of Alpha, system of disclosure and control for the management of Alpha and maintenance of internal controls over financial reporting; (l) the absence of undisclosed liabilities; (m) ownership of mineral rights of Alpha and its Subsidiary; (n) upkeep of the ordinary course operational matters by Alpha; (o) labour and employment matters; (p) the absence of material changes; (q) the absence of Claims or proceedings against Alpha and its Subsidiary; (r) the due payment of Taxes and proper filing of Tax returns, the absence of Tax-related Claims or proceedings against Alpha and its Subsidiary, and other Tax-related matters; (s) the completeness and accuracy of the corporate minute books of Alpha and its Subsidiary; (t) the existence and maintenance of insurance policies of Alpha and its Subsidiary; (u) existence of non-arm's length transactions; (v) details of Alpha benefit plans; (w) compliance with Environmental Laws; (x) the absence of any judgment or order restricting the business activities of Alpha and its Subsidiary; (y) the existence and good standing of Alpha and its Subsidiary with respect to material Contracts; (z) absence of notification from any customer regarding termination of relationship with Alpha or its Subsidiary; (aa) the fees and commissions of brokers, bankers, and advisors in connection with the contemplated transaction; (bb) Alpha's reporting issuer status and the absence of a cease trade order against its securities; (cc) compliance of Alpha with TSX-V rules and requirements; (dd) no expropriation of the property or assets of Alpha or its Subsidiary; (ee) the absence of foreign corrupt practices and the inapplicability United States' *Foreign Corrupt Practices Act*, the *Corruption of Foreign Public Officials Act* (Canada) or any applicable Law to Alpha or its Subsidiary.

The representations and warranties provided by Fission in favour of Alpha relate to, among other things: (a) the due incorporation, existence, authority to own assets and conduct the business of Fission; (b) the corporate power and authority of Fission to enter into the Arrangement Agreement and perform its obligations thereunder; (c) the execution, delivery and enforceability of the Arrangement Agreement and the completion of the transactions contemplated thereunder will not result in a violation, or breach of or default under Fission's constating documents, material agreements, Laws or Permits; (d) Fission's ownership of its subsidiaries; (e) compliance with applicable laws; (f) all Authorizations necessary for ownership, development, maintenance or use of material assets of Fission have been obtained; (g) the capitalization of Fission; (h) absence of shareholder or voting support agreements relating to issued and outstanding shares of Fission; (i) the applicability of U.S. Securities Laws to Fission; (j) Fission having made all required filings under applicable Securities Laws with the Securities Authorities and such filings not containing any untrue statement of a material fact or omitting to state a material fact; (k) the financial statements of Fission, system of disclosure and control for the management of Fission and maintenance of internal controls over financial reporting; (l) the absence of undisclosed liabilities; (m) ownership of mineral rights of Fission; (n) upkeep of the ordinary course operational matters by Fission; (o) labour and employment matters; (p) the absence of material changes; (q) the absence of Claims or proceedings against Fission; (r) the due payment of Taxes and proper filing of Tax returns, the absence of Tax-related Claims or proceedings against Alpha and its Subsidiary, and other Tax-related matters; (s) the completeness and accuracy of the corporate minute books of Fission; (t) the existence and maintenance of insurance policies of Fission; (u) existence of non-arm's length transactions; (v)

details of Fission benefit plans; (w) compliance with Environmental Laws; (x) the absence of any judgment or order restricting the business activities of Fission; (y) the existence and good standing of Fission with respect to material Contracts; (z) absence of notification from any customer regarding termination of relationship with Fission; (aa) the fees and commissions of brokers, bankers, and advisors in connection with the contemplated transaction; (bb) Fission's reporting issuer status and the absence of a cease trade order against its securities; (cc) compliance of Fission with TSX-V rules and requirements; (dd) no expropriation of the property or assets of Fission; (ee) the absence of foreign corrupt practices and the inapplicability United States' *Foreign Corrupt Practices Act*, the *Corruption of Foreign Public Officials Act* (Canada) or any applicable Law to Fission.

Covenants of Alpha

Covenants relating to the Conduct of Business

Alpha agreed in the Arrangement Agreement to certain customary covenants relating to conduct of business from the date of the Arrangement Agreement until the Effective Date, as follows:

- to carry on, and to cause its Subsidiary to carry on, business in the ordinary course, and not enter into any transaction or incur any material obligation or liability out of the ordinary course of business, except as contemplated in the Arrangement Agreement;
- not to: (a) issue, sell or encumber any Alpha Shares or Alpha Options other than pursuant to the Arrangement Agreement; (b) sell, lease or dispose any assets of Alpha or its Subsidiary having a value greater than \$500,000 in aggregate; (c) amend or propose to amend the articles, by-laws or other constating documents or the terms of any securities of Alpha or its Subsidiary; (d) split, combine or reclassify any outstanding Alpha Shares or the securities of its Subsidiary; (e) redeem, purchase or offer to purchase any Alpha Shares or other securities of Alpha or any shares or other securities of its Subsidiary; (f) declare or set aside any dividend without consent of Fission; (g) reorganize, amalgamate or merge Alpha or its Subsidiary with any other Person; (h) reduce the stated capital of the shares of Alpha or of its Subsidiary; (i) incur in excess of \$250,000 in expenses in respect of the Alpha Spinco Properties; (j) acquire or agree to acquire any Person or property having a value greater than \$500,000 in aggregate; (k) except in the ordinary course of business, incur, create, assume or otherwise become liable for any indebtedness; (l) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Alpha or its Subsidiary; (m) pay, discharge or settle any Claims, liabilities or obligations other than the payment in the ordinary course of business; (n) authorize any release of any contractual right, except in the ordinary course of business; (o) waive or modify, other than in the ordinary course of the business, (i) any existing contractual rights in respect of any PLS Mineral Rights, (ii) any material Authorization, lease, concession, Contract or other document, or (iii) any other material legal rights or Claims; (p) waive or transfer any rights of value or modify or change in any material respect any existing licence, lease, Contract or other document, other than in the ordinary course of business; (q) take any action or fail to take any action which action or failure to act would result in the material loss under any material Permits necessary to conduct its businesses as now conducted; (r) incur business expenses other than in the ordinary course and consistent with past practice; (s) take any action to prevent the ability of Alpha to consummate the Alpha Arrangement or the other transactions contemplated by the Arrangement Agreement; (t) other than as provided in the Arrangement Agreement, increase the benefits payable to its directors or officers, enter into or modify any employment, severance, or similar agreements or arrangements with, or grant any bonuses, salary increases, severance or

termination pay to, any officer of Alpha or member of the Alpha Board; (u) in the case of employees who are not officers of Alpha or members of the Alpha Board, take any action with respect to the grant of any bonuses, salary increases, severance or termination pay; or (v) take any action, other than as contemplated by the Arrangement Agreement, making an investment in securities of any Person other than as contemplated by the Arrangement, or permitting any subsidiary to pay a dividend other than as contemplated by the Arrangement Agreement, or provide an indemnity to Alpha Spinco other than as contemplated by the Arrangement, that would preclude the application of the Canadian tax “bump” rules or that would have the effect of reducing the ability of Fission to obtain a full tax cost “bump” pursuant to paragraph 88(1)(d) of the Tax Act in respect of the shares of any affiliates or Subsidiary and other non-depreciable capital property owned by Alpha on the date hereof, upon an amalgamation or winding-up of Alpha (or its successor by amalgamation) including pursuant to paragraph 88(1)(c) of the Tax Act.

- not to establish or amend any performance or vesting criteria or accelerate vesting, exercisability or funding under any compensation or stock option or other employee benefit plan for the benefit of any directors, officers of Alpha or its Subsidiary;
- to use commercially reasonable efforts to cause its insurance policies not to be cancelled or terminated or any of the coverage thereunder to lapse;
- to use its commercially reasonable best efforts to maintain and preserve all of its rights under each of its PLS Mineral Rights and under each of its Authorizations;

In addition, Alpha agreed in the Arrangement Agreement to the following:

- (a) not to take any action which would render any representation or warranty made by it in the Arrangement Agreement untrue in any material respect; (b) to provide Fission with prompt written notice of: (A) any change in the business, assets, operations, capitalization, condition, prospects, share or debt ownership, results of operations, cash flows, properties (including the PLS Mineral Rights), articles, by-laws, licenses, Permits (including Authorizations), rights, or privileges, whether contractual or otherwise, or liabilities, of Alpha or its Subsidiary which, when considered either individually or in the aggregate, has resulted in or would reasonably be expected to result in an Alpha Material Adverse Effect; (B) the occurrence of any event which would or would be likely to (x) cause any of the representations of Alpha contained in the Arrangement Agreement to be untrue; or (y) result in the failure in any material respect of Alpha to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied prior to the Effective Time; (c) not to enter into or renew any agreement or other binding obligation of Alpha or its Subsidiary (A) containing (1) any limitation or restriction on the ability of Alpha or its Subsidiary or, following completion of the transactions contemplated by the Arrangement Agreement, the ability of Fission or its Subsidiary, to engage in any type of activity or business, (2) any limitation or restriction on the manner in which, or the localities in which, all or any portion of the business of Alpha or its Subsidiary or, following consummation of the transactions contemplated by the Arrangement Agreement, all or any portion of the business of Fission or its Subsidiaries, is or would be conducted, or (3) any limit or restriction on the ability of Alpha or its Subsidiary or, following completion of the transactions contemplated by the Arrangement Agreement, the ability of Fission or its Subsidiaries, to solicit customers or employees, or (B) that would reasonably be expected to materially delay or prevent the consummation of the transactions contemplated by the Arrangement Agreement; (d) other than

as provided by the Arrangement Agreement, not to enter into or renew any agreement or other binding obligation of Alpha or its Subsidiary that is not terminable within 30 days of the Effective Date without payment by Alpha or its Subsidiary that involves or would reasonably be expected to involve payments in excess of \$100,000 in the aggregate over the term of the Contract; and (e) not to incur any capital expenditures or enter into any agreement obligating Alpha or its Subsidiary to provide for future capital expenditures involving payments in excess of \$250,000 in the aggregate.

- Alpha and its Subsidiary shall: (a) duly and timely file all Tax returns required to be filed by it under applicable Law on or after the date hereof and all such Tax returns will be true, complete and correct in all material respects; (b) timely withhold, collect, remit and pay all Taxes which are to be withheld, collected, remitted or paid by it under applicable Law to the extent due and payable; (c) not make or rescind any material express or deemed election relating to Taxes; (d) not make a request for a Tax ruling or enter into any agreement with any taxing authorities or consent to any extension or waiver of any limitation period with respect to Taxes; (e) other than as provided in the Arrangement Agreement, not settle or compromise any Claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes; and (f) not amend any Tax return or change any of its methods of reporting income, deductions or accounting for income Tax purposes from those employed in the preparation of its income Tax return for the taxation year ended October 31, 2012, except as may be required by applicable Laws; and

Covenants relating to the transactions contemplated by the Arrangement Agreement

Alpha agreed in the Arrangement Agreement to certain customary covenants relating to the transactions contemplated by the Arrangement Agreement, as follows:

- Alpha shall: (a) use its commercially reasonable efforts to complete the Alpha Plan of Arrangement; (b) use its commercially reasonable efforts to obtain and assist Fission in obtaining all required Regulatory Approvals; (c) use its commercially reasonable efforts to obtain as soon as practicable following execution of the Arrangement Agreement all third party consents required under any of the material Contracts; (d) use its commercially reasonable efforts to obtain the Alpha TSX-V Approval; (e) defend all lawsuits or other legal, regulatory or other proceedings against Alpha challenging or affecting the Arrangement Agreement or the consummation of the transactions contemplated in the Arrangement Agreement; (f) provide such assistance as may be reasonably requested by Fission for the purposes of completing the Fission Meeting; (g) subject to applicable Law, make available and cause to be made available to Fission, and the agents and advisors thereto, information reasonably requested by Fission for the purposes of preparing, considering and implementing integration and strategic plans for the combined businesses of Fission and Alpha following completion of the Alpha Arrangement and confirming the representations and warranties of Alpha set out in the Arrangement Agreement; (h) use commercially reasonable efforts to satisfy all conditions precedent in the Arrangement Agreement and take all steps set forth in the Alpha Interim Order; and (i) elect under subsection 256(9) of the Tax Act for Alpha's taxation year end to be deemed to occur immediately before Fission's acquisition of the Alpha Class A Shares pursuant to the Alpha Plan of Arrangement.

Covenants of Fission

Covenants relating to the Conduct of Business

Fission agreed in the Arrangement Agreement to certain customary covenants relating to conduct of business from the date of the Arrangement Agreement until the Effective Date, as follows:

- to carry on, and to cause its Subsidiaries to carry on, business in the ordinary course, and not enter into any transaction or incur any material obligation or liability out of the ordinary course of business, except as contemplated in the Arrangement Agreement;
- not to: (a) issue, sell or encumber any Fission Shares or Fission Options other than pursuant to the Arrangement Agreement; (b) sell, lease or dispose any assets of Fission or its Subsidiaries having a value greater than \$500,000 in aggregate; (c) amend or propose to amend the articles, by-laws or other constating documents or the terms of any securities of Fission or its Subsidiaries; (d) split, combine or reclassify any outstanding Fission Shares or the securities of its Subsidiaries; (e) redeem, purchase or offer to purchase any Fission Shares or other securities of Fission or any shares or other securities of its Subsidiaries; (f) declare or set aside any dividend without consent of Fission; (g) reorganize, amalgamate or merge Fission or its Subsidiaries with any other Person; (h) reduce the stated capital of the shares of Fission or of its Subsidiaries; (i) incur in excess of \$1,000,000 in expenses in respect of the Fission Spinco Properties; (j) acquire or agree to acquire any Person or property having a value greater than \$500,000 in aggregate; (k) except in the ordinary course of business, incur, create, assume or otherwise become liable for any indebtedness; (l) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Fission or its Subsidiaries; (m) pay, discharge or settle any Claims, liabilities or obligations other than the payment in the ordinary course of business; (n) authorize any release of any contractual right, except in the ordinary course of business; (o) waive or modify, other than in the ordinary course of the business (i) any existing contractual rights in respect of any PLS Mineral Rights, (ii) any material Authorization, lease, concession, Contract or other document, or (iii) any other material legal rights or Claims; (p) waive or transfer any rights of value or modify or change in any material respect any existing licence, lease, Contract or other document, other than in the ordinary course of business; (q) take any action or fail to take any action which action or failure to act would result in the material loss under any material Permits necessary to conduct its businesses as now conducted; (r) incur business expenses other than in the ordinary course and consistent with past practice; (s) take any action to prevent the ability of Fission to consummate the Fission Arrangement or the other transactions contemplated by the Arrangement Agreement; (t) other than as provided in the Arrangement Agreement, increase the benefits payable to its directors or officers, enter into or modify any employment, severance, or similar agreements or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, any officer of Fission or member of the Fission Board; and (u) in the case of employees who are not officers of Fission or members of the Fission Board, take any action with respect to the grant of any bonuses, salary increases, severance or termination pay.
- not to establish or amend any performance or vesting criteria or accelerate vesting, exercisability or funding under any compensation or stock option or other employee benefit plan for the benefit of any directors, officers of Fission or its Subsidiaries;
- to use commercially reasonable efforts to cause its insurance policies not to be cancelled or terminated or any of the coverage thereunder to lapse;
- to use its commercially reasonable best efforts to maintain and preserve all of its rights under each of its PLS Mineral Rights and under each of its Authorizations;

In addition, Fission agreed in the Arrangement Agreement to the following:

- (a) not to take any action which would render any representation or warranty made by it in the Arrangement Agreement untrue in any material respect; (b) to provide Alpha with prompt written notice of: (A) any change in the business, assets, operations, capitalization, condition, prospects, share or debt ownership, results of operations, cash flows, properties (including the PLS Mineral Rights), articles, by-laws, licenses, Permits (including Authorizations), rights, or privileges, whether contractual or otherwise, or liabilities, of Fission or its Subsidiaries which, when considered either individually or in the aggregate, has resulted in or would reasonably be expected to result in a Fission Material Adverse Effect; (B) the occurrence of any event which would or would be likely to (x) cause any of the representations of Fission contained in the Arrangement Agreement to be untrue; or (y) result in the failure in any material respect of Fission to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied prior to the Effective Time; (c) not to enter into or renew any agreement or other binding obligation of Fission or its Subsidiaries (A) containing (1) any limitation or restriction on the ability of Fission or its Subsidiaries or, following completion of the transactions contemplated by the Arrangement Agreement, the ability of Fission or its Subsidiaries, to engage in any type of activity or business, (2) any limitation or restriction on the manner in which, or the localities in which, all or any portion of the business of Fission or its Subsidiaries or, following consummation of the transactions contemplated by the Arrangement Agreement, all or any portion of the business of Fission or its Subsidiaries, is or would be conducted, or (3) any limit or restriction on the ability of Fission or its Subsidiaries or, following completion of the transactions contemplated by the Arrangement Agreement, the ability of Fission or its Subsidiaries, to solicit customers or employees, or (B) that would reasonably be expected to materially delay or prevent the consummation of the transactions contemplated by the Arrangement Agreement; (d) not to enter into or renew any agreement or other binding obligation of Fission or its Subsidiaries that is not terminable within 30 days of the Effective Date without payment by Fission or its Subsidiaries that involves or would reasonably be expected to involve payments in excess of \$100,000 in the aggregate over the term of the Contract; (e) not to incur any capital expenditures or enter into any agreement obligating Fission or its Subsidiaries to provide for future capital expenditures involving payments in excess of \$250,000 in the aggregate; and (f) to incur exploration and development expenses on the PLS Property in accordance with the exploration program approved under the Joint Venture Agreement.
- Fission and its Subsidiaries shall: (a) duly and timely file all Tax returns required to be filed by it under applicable Law on or after the date hereof and all such Tax returns will be true, complete and correct in all material respects; (b) timely withhold, collect, remit and pay all Taxes which are to be withheld, collected, remitted or paid by it under applicable Law to the extent due and payable; (c) not make or rescind any material express or deemed election relating to Taxes; (d) not make a request for a Tax ruling or enter into any agreement with any taxing authorities or consent to any extension or waiver of any limitation period with respect to Taxes; (e) not settle or compromise any Claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes; (f) not amend any Tax return or change any of its methods of reporting income, deductions or accounting for income Tax purposes from those employed in the preparation of its income Tax return for the taxation year ended June 30, 2012, except as may be required by applicable Laws; and

Covenants relating to the transactions contemplated by the Arrangement Agreement

Fission agreed in the Arrangement Agreement to certain customary covenants relating to the transactions contemplated by the Arrangement Agreement, as follows:

- Fission shall: (a) use its commercially reasonable efforts to complete the Fission Plan of Arrangement; (b) use its commercially reasonable efforts to obtain and assist Alpha in obtaining all required Regulatory Approvals; (c) use its commercially reasonable efforts to obtain as soon as practicable following execution of the Arrangement Agreement all third party consents, required under any of the material Contracts; (d) apply for use its commercially reasonable efforts to obtain conditional approval of the listing and posting for trading on the TSX-V of the New Fission Shares and Option Shares; (e) apply for use its commercially reasonable efforts to obtain conditional approval of the listing and posting for trading on the TSX-V of the Fission Spinco Shares; (f) defend all lawsuits or other legal, regulatory or other proceedings against Fission challenging or affecting the Arrangement Agreement or the consummation of the transactions contemplated by the Arrangement Agreement; (g) subject to applicable Law, make available and cause to be made available to Alpha, and the agents and advisors thereto, information reasonably requested by Alpha for the purposes of confirming the representations and warranties of Fission set out in the Arrangement Agreement; (h) use commercially reasonable efforts to satisfy all conditions precedent in the Arrangement Agreement; (i) immediately prior to the Effective Time, obtain the resignation of two directors of Fission such that there will be two vacancies on the Fission Board, such Fission Board to have not more than five members; (j) immediately following the Effective Time, appoint two individuals designated by Alpha, to the Fission Board; (k) make joint elections with Eligible Holders pursuant to Section 85 of the Tax Act in accordance with the procedures and within the time limits set out in the Alpha Plan of Arrangement; and (l) in accordance with the terms of the Alpha Plan of Arrangement, 25 minutes after the Effective Time, subject to compliance with the U.S. Securities Act, to the extent applicable, each Alpha Option which is outstanding and has not been duly exercised prior to the Effective Time, shall be exchanged for a fully-vested option as described in the Alpha Plan of Arrangement.

Other Covenants

Pre-Acquisition Reorganization

- Alpha has agreed that, upon request by Fission, Alpha shall, (i) effect such reorganizations of Alpha or its Subsidiary's business as Fission may request, acting reasonably (each a "**Pre-Acquisition Reorganization**") and (ii) co-operate with Fission in order to determine the nature of the Pre-Acquisition Reorganizations that might be undertaken and the manner in which they might most effectively be undertaken; provided that the Pre-Acquisition Reorganizations will not impede or materially delay the consummation of the Alpha Arrangement. Fission shall provide written notice to Alpha of any proposed Pre-Acquisition Reorganization at least ten (10) business days prior to: (x) in the event approval of the Alpha Securityholders is required in respect of a proposed Pre-Acquisition Reorganization, the mailing date of the Alpha Meeting; and (y) in any other case, the Effective Date.
- In connection with the Pre-Acquisition Reorganization, Fission acknowledges and agrees that: (i) any Pre-Acquisition Reorganization shall not require Alpha or any Subsidiary to contravene any applicable Laws, their respective organization documents or any material Contract; (ii) Alpha and its Subsidiary shall not be obligated to take any action that could result in any Taxes being imposed on any Alpha Securityholders incrementally greater than the Taxes or other

consequences to such party in connection with the consummation of the Alpha Arrangement in the absence of any Pre-Acquisition Reorganization; and (iii) Fission and Alpha shall work cooperatively and use reasonable commercial efforts to prepare, prior to the Effective Time, all documentation necessary to do such other acts and things as are necessary to give effect to such Pre-Acquisition Reorganization.

Alpha Employees

The Arrangement Agreement requires that Alpha shall terminate the employment of all employees of Alpha as of the Effective Time and Alpha Spinco shall offer employment to all employees of Alpha, with effect from and after the Effective Time, on terms that are substantially the same as the terms applicable to such employees when they were employees of Alpha. Severance obligations of Alpha payable to the Consultants resulting from the change of control of Alpha as a result of the Alpha Plan of Arrangement shall be the responsibility of Alpha (the “**Alpha Severance Obligation**”). From and after the Effective Date, Alpha Spinco shall assume and be responsible for all obligations with respect to the engagement or employment of all employees and directors of Alpha, including with respect to all notice of termination and severance pay in accordance with applicable law (including employment standards), and contract, if applicable, and for all unpaid wages, accrued vacation pay and other amounts owing to employees or directors (other than the Consultants) of Alpha up to the Effective Time (whether or not payable after the Effective Time), and for all Claims of any nature or kind relating to employment or engagement by Alpha up to the Effective Time, including for breach of contract or wrongful dismissal. The obligations contained in this provision shall survive the execution and delivery of the Arrangement Agreement and the completion of the transactions contemplated by the Arrangement Agreement, including the Alpha Arrangement.

Alpha Spinco Indemnity

From and after the Effective Time, Alpha Spinco shall indemnify Fission and Alpha and their respective directors, officers, employees, agents and subsidiaries from and against any and all Claims or losses, including relating to Taxes, in connection with or relating in any way to any action, occurring before the Effective Time whether any such Claim arise, before, on or after the Effective Date, in connection with or relating in any way to: (i) the Alpha Spinco Properties, including the operations, activities and work, including exploration programs, in connection therewith; (ii) the Assumed Alpha Spinco Liabilities and the Alpha Spinco Obligations; (iii) carrying out or implementing the Alpha Pre-Spinout Reorganization; (iv) carrying out or implementing the Alpha Spinout; (v) any breach of Section 6.1(b)(xxii) of the Arrangement Agreement by Alpha; (vi) the Contracts with respect to the Alpha Spinco Properties and all liabilities and obligations relating thereto; (vii) any work, including exploration programs, conducted with respect to any of the Alpha Spinco Properties at any time; (viii) the exercise of Dissent Rights, up to the amount of the fair value paid to a Dissenting Shareholder for such Dissenting Shareholder’s Alpha Shares that represents the value of Alpha Spinco.

Fission Spinco Indemnity

From and after the Effective Time, Fission Spinco shall indemnify Fission and Alpha and their respective directors, officers, employees, agents and subsidiaries from and against any and all Claims or losses, including relating to Taxes, arising, whether before, on or after the Effective Date, in connection with or relating in any way to: (i) the Fission Spinco Properties, including the operations, activities and work, including exploration programs, in connection therewith; (ii) the

Assumed Fission Spinco Liabilities and the Fission Spinco Obligations; (iii) carrying out or implementing the Fission Pre-Spinout Reorganization; (iv) carrying out or implementing the Fission Spinout; (v) the Contracts with respect to the Fission Spinco Properties and all liabilities and obligations relating thereto; (vi) the exercise of Dissent Rights in respect of the Fission Arrangement, up to the amount of the fair value paid to a dissenting Fission Shareholder for such dissenting Fission Shareholder's Fission Shares that represents the value of Fission Spinco; (vii) any work, including exploration programs, conducted with respect to any of the Fission Spinco Properties at any time (together, the "**Fission Spinco Indemnified Liability**").

Covenants of Fission Relating to Flow-Through Obligations

Fission agrees that on and after the Effective Date, it shall not, directly or indirectly, and shall cause its Subsidiaries, not to directly or indirectly, take any action, inaction or to enter into any transaction whatsoever which would cause or result in Alpha not being able to discharge its Flow-Through Obligations.

Indemnity by Fission

Fission shall indemnify each of Alpha Spinco and Fission Spinco and its directors, officers, employees, agents and subsidiaries against any and all Claims or losses arising in connection with or relating in any way to any work, including exploration programs, conducted with respect to any of the Alpha Spinco Properties or the Fission Spinco Properties prior to the Effective Time, as the case may be at any time.

Conditions to the Fission Arrangement and the Alpha Arrangement Becoming Effective

In order for the Fission Arrangement and the Alpha Arrangement to become effective, certain conditions must have been satisfied or waived which conditions are summarized below.

Mutual Conditions

The obligations of the Parties to complete the Alpha Arrangement are subject to the fulfillment of each of the following conditions precedent on or before the Effective Time, each of which may only be waived with the mutual consent of the Parties:

- (a) the Alpha Arrangement Resolution shall have been approved and adopted by the Alpha Securityholders at the Alpha Meeting;
- (b) the Alpha Interim Order and the Alpha Final Order shall each have been obtained on terms consistent with the Arrangement Agreement;
- (c) no Governmental Entity shall have enacted any Law which is then in effect and has the effect of making the Alpha Arrangement illegal or otherwise preventing or prohibiting consummation of the Alpha Arrangement;
- (d) all Regulatory Approvals shall have been obtained;
- (e) the Alpha TSX-V Approval shall have been obtained;
- (f) Alpha shall effect, on the Effective Date, the following transactions:

- (i) Alpha will transfer the Alpha Spinco Properties, Alpha Lease and Alpha Related Assets to Alpha Spinco, on an “as is where is” basis, in exchange for Alpha Spinco Shares, in accordance with the (the “**Alpha Spinco Purchase and Sale Agreement**”). The Alpha Spinco Purchase and Sale Agreement shall provide, among other things, that the Alpha Spinco Obligations (but, for greater certainty, excluding the Alpha Retained Liabilities and the Assumed Alpha Spinco Liabilities) shall be assumed by Alpha Spinco and that, for purposes of the election under section 85 of the Tax Act (and any similar provision under any applicable provincial tax statute), the “elected amount” in respect of the Alpha Spinco Properties will be the lowest amount permitted under section 85 of the Tax Act in respect of each type of Alpha Spinco Property for purposes of the Tax Act, unless the Parties agree otherwise, provided that if there would be cash Taxes payable as a result of such elected amount, then the elected amount will be increased in respect of a “Canadian resource property” (as defined in the Tax Act) to the extent required to minimize the cash Taxes that arise from the transfer thereof to Alpha Spinco;
 - (ii) Alpha Spinco will assume the Assumed Alpha Spinco Liabilities pursuant to an assumption agreement (“Alpha Assumption Agreement”) in consideration of a cash payment by Alpha in an amount equal thereto, and Alpha will subscribe for Alpha Spinco Shares for an amount equal to \$3,000,000 (the steps in clauses (i) and (ii) are, together, the “Alpha Pre-Spinout Reorganization”); and
 - (iii) following the completion of the Alpha Pre-Spinout Reorganization, the total number of outstanding Alpha Spinco Shares will be equal to one half of the total number of outstanding Alpha Shares immediately prior to the Effective Time.
- (g) Fission shall effect, on or before the day prior to the Effective Date, the following transactions:
- (i) Fission will transfer the Fission Spinco Properties and the Fission Related Assets to Fission Spinco, on an “as is where is” basis, in exchange for Fission Spinco Shares, in accordance with an agreement of purchase and sale (the “**Asset Purchase Agreement**”). The Asset Purchase Agreement shall provide, among other things, that all obligations and liabilities of Fission, including the Fission Spinco Obligations (but, for greater certainty, excluding the Fission Retained Liabilities and the Assumed Fission Spinco Liabilities) shall be assumed by Fission Spinco. For purposes of the election under section 85 of the Tax Act (and any similar provision under any applicable provincial tax statute), the “elected amount” in respect of the Fission Spinco Properties will be the lowest amount permitted under section 85 of the Tax Act in respect of each type of property for purposes of the Tax Act, unless the Parties agree otherwise, provided that if there would be cash Taxes payable as a result of such elected amount, then the elected amount will be increased in respect of a Canadian resource property to the extent required to minimize the cash Taxes that arise from the transfer thereof to Fission Spinco;

- (ii) Fission Spinco will assume the Assumed Fission Spinco Liabilities pursuant to an assumption agreement in consideration of a cash payment by Fission in an amount equal thereto (the “**Assumption Agreement**”), and Fission will subscribe for Fission Spinco Shares for an amount equal to \$3,000,000 (the steps in clauses (i) and (ii) are, together, the “**Fission Pre-Spinout Reorganization**”); and
- (iii) following the completion of the Fission Pre-Spinout Reorganization, the total number of outstanding Fission Spinco Shares will equal the total number of outstanding Fission Shares immediately prior to Effective Time.
- (h) the New Fission Shares to be issued pursuant to the Alpha Arrangement shall be exempt from the registration requirements of the U.S. Securities Act; and
- (i) the Arrangement Agreement shall not have been terminated.

Conditions in favour of Fission

The obligation of Fission to complete the Alpha Arrangement is subject to the fulfillment of each of the following conditions precedent on or before the Effective Time (each of which is for the exclusive benefit of Fission and may be waived by Fission):

- (a) all covenants of Alpha under the Arrangement Agreement to be performed on or before the Effective Time which have not been waived by Fission shall have been duly performed by Alpha;
- (b) the representations and warranties of Alpha set forth in the Arrangement Agreement shall be true and correct in all respects;
- (c) there shall not be pending or threatened in writing any suit, action or proceeding by any Governmental Entity or any other Person that is reasonably likely to result in a:
 - (i) prohibition or restriction on the acquisition by Fission of any Alpha Shares, restriction or prohibition of the consummation of the Alpha Arrangement or a Person obtaining from Alpha or Fission any material damages directly or indirectly in connection with the Alpha Arrangement;
 - (ii) prohibition or material limit on the ownership by Fission of Alpha or any material portion of its business; or
 - (iii) imposition of limitations on the ability of Fission to acquire or hold, or exercise full rights of ownership of, any Alpha Shares;
- (d) there shall not have occurred an Alpha Material Adverse Effect that has not been publicly disclosed by Alpha prior to the date of the Arrangement Agreement or disclosed to Fission in writing prior to the date of the Arrangement Agreement, and since the date of the Arrangement Agreement, there shall not have occurred an Alpha Material Adverse Effect;
- (e) each of the Alpha Voting Agreements shall be in full force and effect;

- (f) the Fission Spinco Shares to be issued pursuant to the Fission Arrangement shall be exempt from the registration requirements of the U.S. Securities Act;
- (g) the distribution of the Fission Spinco Shares shall be exempt from the prospectus requirements of Canadian Securities Laws and shall be exempt from the registration requirements of the U.S. Securities Act and: (x) there shall be no resale restrictions on the Fission Spinco Shares under Securities Laws in Canada, except in respect of those holders who are subject to restrictions on resale as a result of being a “control person” under Securities Laws in Canada; and (y) the Fission Spinco Shares shall not be “restricted securities” within the meaning of the U.S. Securities Act, except in respect of Fission Spinco Shares held by Persons who are deemed to be an “affiliate” of Fission as defined in the U.S. Securities Act;
- (h) the Fission Securityholder Approval shall have been obtained;
- (i) holders of no more than 5% of the Alpha Shares shall have exercised Dissent Rights; and
- (j) holders of no more than 5% of the Fission Shares shall have exercised Dissent Rights.

The foregoing conditions will be for the sole benefit of Fission and may be waived by it in whole or in part at any time.

Conditions in favour of Alpha

The obligation of Alpha to complete the Alpha Arrangement is subject to the fulfillment of each of the following conditions precedent on or before the Effective Time (each of which is for the exclusive benefit of Alpha and may be waived by Alpha):

- (a) all covenants of Fission under the Arrangement Agreement to be performed on or before the Effective Time which have not been waived by Alpha shall have been duly performed by Fission;
- (b) the representations and warranties of Fission set forth in the Arrangement Agreement shall be true and correct in all respects;
- (c) Fission shall have complied with its obligations under the Arrangement Agreement with respect to depositing the Consideration and the Depository shall have confirmed receipt of the Consideration;
- (d) there shall not have occurred a Fission Material Adverse Effect that has not been publicly disclosed by Fission prior to the date of the Arrangement Agreement or disclosed to Alpha in writing prior to the date of the Arrangement Agreement, and since the date of the Arrangement Agreement, there shall not have occurred a Fission Material Adverse Effect;
- (e) each of the Fission Voting Agreements shall be in full force and effect;

- (f) Fission shall have delivered evidence satisfactory to Alpha of the approval of the listing and posting for trading on the TSX-V of the New Fission Shares;
- (g) the Alpha Spinco Shares to be issued pursuant to the Alpha Arrangement shall be exempt from the registration requirements of the U.S. Securities Act; and
- (h) the distribution of the New Fission Shares, the Alpha Spinco Shares and the Alpha replacement options shall be exempt from the prospectus requirements of Canadian Securities Laws and shall be exempt from the registration requirements of the U.S. Securities Act and: (x) there shall be no resale restrictions on the New Fission Shares, the Alpha Spinco Shares and the Alpha replacement options under Securities Laws in Canada, except in respect of those holders who are subject to restrictions on resale as a result of being a “control person” under Securities Laws in Canada; and (y) the New Fission Shares shall not be “restricted securities” within the meaning of U.S. Securities Act, except in respect of New Fission Shares held by Persons who are deemed to be an “affiliate” of Fission as defined in the U.S. Securities Act.

The foregoing conditions will be for the sole benefit of Alpha and may be waived by it in whole or in part at any time.

Alpha Non-Solicitation

- (a) On and after the date of the Arrangement Agreement, except as otherwise provided in the Arrangement Agreement, Alpha and its Subsidiary shall not, directly or indirectly:
 - (i) make, solicit, assist, initiate, encourage or otherwise facilitate any inquiries, proposals or offers from any other Person (including any of its officers or employees) relating to any Acquisition Proposal for Alpha, or furnish to any Person any information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to do or seek to do any of the foregoing;
 - (ii) engage in any discussions or negotiations regarding, or provide any information with respect to, or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to make or complete any Acquisition Proposal for Alpha, provided that, for greater certainty, Alpha may advise any Person making an unsolicited Acquisition Proposal that such Acquisition Proposal does not constitute a Superior Proposal when the Alpha Board has so determined;
 - (iii) withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in any manner adverse to Fission, the approval or recommendation of the Alpha Board or any committee thereof of the Arrangement Agreement or the Alpha Arrangement;

- (iv) approve, recommend or remain neutral with respect to, or propose publicly to approve, recommend or remain neutral with respect to, any Acquisition Proposal for Alpha; or
- (v) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Acquisition Proposal,

provided, however, that nothing in the Arrangement Agreement shall prevent the Alpha Board from, and the Alpha Board shall be permitted to engage in discussions or negotiations with, or respond to enquiries from any Person that has made a bona fide unsolicited written Acquisition Proposal that the Alpha Board has determined constitutes or could reasonably be expected to result in a Superior Proposal, or provide information to any Person in accordance with the Arrangement Agreement.

- (b) Alpha shall immediately cease and cause to be terminated any existing discussions or negotiations with any Person (other than Fission) with respect to any potential Acquisition Proposal.
- (c) From and after the date of the Arrangement Agreement, Alpha shall immediately provide notice to Fission of any unsolicited *bona fide* Acquisition Proposal or any proposal, inquiry or offer that could lead to an Acquisition Proposal or any amendments to the foregoing or any request for non-public information relating to Alpha or its Subsidiary in connection with such an Acquisition Proposal or for access to the properties, books or records of Alpha or any Subsidiary by any Person that informs Alpha, any member of the Alpha Board or such Subsidiary that it is considering making, or has made, an Acquisition Proposal. Such notice to Fission shall be made, from time to time, first immediately orally and then promptly (and in any event within 24 hours) in writing and shall indicate the identity of the Person making such proposal, inquiry or contact, all material terms thereof and such other details of the proposal, inquiry or contact known to Alpha, and shall include copies of any such proposal, inquiry, offer or request or any amendment to any of the foregoing. Alpha shall keep Fission promptly and fully informed of the status, including any change to the material terms, of any such Acquisition Proposal, offer, inquiry or request and will respond promptly to all inquiries by Fission with respect thereto.
- (d) If the Alpha Board receives a request for material non-public information from a Person who proposes to Alpha an unsolicited *bona fide* written Acquisition Proposal, Alpha may contact the Person making the Acquisition Proposal and its Representatives solely for the purpose of clarifying the terms and conditions of such Acquisition Proposal and the likelihood of its consummation so as to determine whether such Acquisition Proposal is a Superior Proposal or could reasonably be expected to lead to a Superior Proposal; provided that Alpha shall promptly provide Fission with copies of all correspondence and information provided to or received from such Person. If: (x) the Alpha Board determines that such Acquisition Proposal constitutes or could reasonably be expected to result in a Superior Proposal; and (y) in the opinion of the Alpha Board, acting in good faith and on advice from their outside legal advisors, the failure to provide such party with access to information

regarding Alpha and its Subsidiary would be inconsistent with the fiduciary duties of the Alpha Board, then, and only in such case, Alpha may provide such Person with access to information regarding Alpha and its Subsidiary, subject to the execution of a confidentiality and standstill agreement which is customary in such situations and which, in any event and taken as a whole, is no less favourable to Alpha than the Alpha's confidentiality agreement; provided that Alpha sends a copy of any such confidentiality and standstill agreement to Fission promptly upon its execution and Fission is provided with a list of, and, at the request of Fission, copies of, the information provided to such Person and immediately provided with access to similar information to which such Person was provided.

- (e) Alpha agrees that it will not accept, approve or enter into any agreement (an “**Alpha Proposed Agreement**”), other than a confidentiality agreement as contemplated above with any Person providing for or to facilitate any Acquisition Proposal unless:
- (i) the Alpha Board determines that the Acquisition Proposal constitutes a Superior Proposal;
 - (ii) the Alpha Meeting has not occurred;
 - (iii) Alpha has complied with its non-solicitation obligations under the Arrangement Agreement;
 - (iv) Alpha has provided Fission with a notice in writing that there is a Superior Proposal together with all documentation related to and detailing the Superior Proposal, including a copy of any Alpha Proposed Agreement relating to such Superior Proposal, and a written notice from the Alpha Board regarding the value in financial terms that the Alpha Board has in consultation with its financial advisors determined should be ascribed to any non-cash consideration offered under the Superior Proposal, such documents to be so provided to Fission not less than five business days prior to the proposed acceptance, approval, recommendation or execution of the Alpha Proposed Agreement by Alpha.
 - (v) Five business days shall have elapsed from the date Fission received the notice and documentation referred to above from Alpha and, if Fission has proposed to amend the terms of the Alpha Arrangement in accordance with (f) below, the Alpha Board shall have determined, in good faith, after consultation with its financial advisors and outside legal counsel, that the Acquisition Proposal is a Superior Proposal compared to the proposed amendment to the terms of the Alpha Arrangement by Fission;
 - (vi) Alpha concurrently terminates the Arrangement Agreement in accordance with the Arrangement Agreement; and
 - (vii) Alpha has previously, or concurrently will have, paid to Fission the Alpha Termination Fee;

and Alpha further agrees that it will not withdraw, modify or qualify (or propose to withdraw, modify or qualify) in any manner adverse to Fission the approval or recommendation of the Alpha Arrangement, nor accept, approve or recommend any Acquisition Proposal unless the requirements of (e)(i) through (e)(v) above have been satisfied.

- (f) Alpha acknowledges and agrees that, during the five business day periods referred to in (e)(iv) and (e)(v) above or such longer period as Alpha may approve for such purpose, Fission shall have the opportunity, but not the obligation, to propose to amend the terms of the Arrangement Agreement and the Alpha Arrangement and Alpha shall co-operate with Fission with respect thereto, including negotiating in good faith with Fission to enable Fission to make such adjustments to the terms and conditions of the Arrangement Agreement and the Alpha Arrangement as Fission deems appropriate and as would enable Fission to proceed with the Alpha Arrangement and any related transactions on such adjusted terms. The Alpha Board will review any proposal by Fission to amend the terms of the Alpha Arrangement in order to determine, in good faith in the exercise of its fiduciary duties and consistent with (a), above, whether Fission's proposal to amend the Alpha Arrangement would result in the Acquisition Proposal not being a Superior Proposal compared to the proposed amendment to the terms of the Alpha Arrangement.
- (g) The Alpha Board shall promptly reaffirm its recommendation of the Alpha Arrangement by press release after: (x) any Acquisition Proposal which the Alpha Board determines not to be a Superior Proposal is publicly announced or made; or (y) the Alpha Board determines that a proposed amendment to the terms of the Alpha Arrangement would result in the Acquisition Proposal which has been publicly announced or made not being a Superior Proposal, and Fission has so amended the terms of the Alpha Arrangement. Fission and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such press release, recognizing that whether or not such comments are appropriate will be determined by Alpha, acting reasonably.
- (h) Nothing in the Arrangement Agreement shall prevent the Alpha Board from responding through a directors' circular or otherwise as required by applicable Securities Laws to an Acquisition Proposal that it determines is not a Superior Proposal, or from withdrawing, modifying or changing its recommendation as a result of Fission having suffered a Fission Material Adverse Effect. Further, nothing in the Arrangement Agreement shall prevent the Alpha Board from making any disclosure to the securityholders of Alpha if the Alpha Board, acting in good faith and upon the advice of its legal advisors, shall have first determined that the failure to make such disclosure would be inconsistent with the fiduciary duties of the Alpha Board or such disclosure is otherwise required under applicable Law, provided, however, that, notwithstanding the Alpha Board shall be permitted to make such disclosure, the Alpha Board shall not be permitted to make an Alpha Change in Recommendation, other than as permitted by (e) above or the first sentence of this paragraph. Fission and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such disclosure, recognizing that whether or not such comments are appropriate will be determined by Alpha, acting reasonably.

- (i) Alpha acknowledges and agrees that each successive modification of any Acquisition Proposal shall constitute a new Acquisition Proposal.
- (j) Alpha shall ensure that the officers, directors and employees of Alpha and its Subsidiary and any investment bankers or other advisors or Representatives retained by Alpha and/or its Subsidiary in connection with the transactions contemplated by the Arrangement Agreement are aware of the non-solicitation covenants contained in the Arrangement Agreement, and Alpha shall be responsible for any breach of such covenants by such officers, directors, employees, investment bankers, advisors or Representatives.
- (k) If Alpha provides Fission with the notice of an Acquisition Proposal in accordance with the Arrangement Agreement on a date that is less than seven calendar days prior to the Alpha Meeting, if requested by Fission, Alpha shall adjourn the Alpha Meeting to a date that is not less than seven calendar days and not more than 10 calendar days after the date of such notice, provided, however, that the Alpha Meeting shall not be adjourned or postponed to a date later than the seventh (7) business day prior to the Outside Date.

Fission Non-Solicitation

- (a) On and after the date of the Arrangement Agreement, except as otherwise provided in the Arrangement Agreement, Fission and its Subsidiaries shall not, directly or indirectly, through any officer, director, employee, advisor, representative, agent or otherwise:
 - (i) make, solicit, assist, initiate, encourage or otherwise facilitate any inquiries, proposals or offers from any other Person (including any of its officers or employees) relating to any Acquisition Proposal for Fission, or furnish to any Person any information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to do or seek to do any of the foregoing;
 - (ii) engage in any discussions or negotiations regarding, or provide any information with respect to, or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to make or complete any Acquisition Proposal for Fission;
 - (iii) withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in any manner adverse to Alpha, the approval or recommendation of the Fission Board or any committee thereof of the Arrangement Agreement or the Alpha Arrangement;
 - (iv) approve, recommend or remain neutral with respect to, or propose publicly to approve, recommend or remain neutral with respect to, any Acquisition Proposal involving Fission; or

- (v) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Acquisition Proposal involving Fission,

provided, however, that nothing contained in (a) above or any other provision of the Arrangement Agreement shall prevent the Fission Board from, and the Fission Board shall be permitted to engage in discussions or negotiations with, or respond to enquiries from any Person that has made a *bona fide* unsolicited written Acquisition Proposal that the Fission board has determined constitutes or could reasonably be expected to result in a Superior Proposal, or provide information pursuant to (d) below, to any Person where the requirements of that Section are met.

- (b) Fission shall immediately cease and cause to be terminated any existing discussions or negotiations with any Person (other than Alpha) with respect to any potential Acquisition Proposal.
- (c) From and after the date of the Arrangement Agreement, Fission shall immediately provide notice to Alpha of any unsolicited *bona fide* Acquisition Proposal or any proposal, inquiry or offer that could lead to an Acquisition Proposal or any amendments to the foregoing or any request for non-public information relating to Fission or any of its Subsidiaries in connection with such an Acquisition Proposal or for access to the properties, books or records of Fission or any Subsidiary by any Person that informs Fission, any member of the Fission Board or such Subsidiary that it is considering making, or has made, an Acquisition Proposal. Such notice to Alpha shall be made, from time to time, first immediately orally and then promptly (and in any event within 24 hours) in writing and shall indicate the identity of the Person making such proposal, inquiry or contact, all material terms thereof and such other details of the proposal, inquiry or contact known to Fission, and shall include copies of any such proposal, inquiry, offer or request or any amendment to any of the foregoing. Fission shall keep Alpha promptly and fully informed of the status, including any change to the material terms, of any such Acquisition Proposal, offer, inquiry or request and will respond promptly to all inquiries by Fission with respect thereto.
- (d) If the Fission Board receives a request for material non-public information from a Person who proposes to Fission an unsolicited *bona fide* written Acquisition Proposal, Fission may contact the Person making the Acquisition Proposal and its representatives solely for the purpose of clarifying the terms and conditions of such Acquisition Proposal and the likelihood of its consummation so as to determine whether such Acquisition Proposal is a Superior Proposal or could reasonably be expected to lead to a Superior Proposal; provided that Fission shall promptly provide Alpha with copies of all correspondence and information provided to or received from such Person. If: (x) the Fission Board determines that such Acquisition Proposal constitutes or could reasonably be expected to result in a Superior Proposal; and (y) in the opinion of the Fission Board, acting in good faith and on advice from their outside legal advisors, the failure to provide such party with access to information regarding Fission and its Subsidiaries would be inconsistent with the fiduciary duties of the Fission Board, then, and only in such case, Fission may provide such Person with access to information regarding Fission and its Subsidiaries, subject to the

execution of a confidentiality and standstill agreement which is customary in such situations and which, in any event and taken as a whole, is no less favourable to Fission than the Fission's confidentiality agreement; provided that Fission sends a copy of any such confidentiality and standstill agreement to Alpha promptly upon its execution and Alpha is provided with a list of, and, at the request of Alpha, copies of, the information provided to such Person and immediately provided with access to similar information to which such Person was provided.

- (e) Fission agrees that it will not accept, approve or enter into any agreement (a "**Fission Proposed Agreement**"), other than a confidentiality agreement as contemplated by (d) above with any Person providing for or to facilitate any Acquisition Proposal unless:
- (i) the Fission Board determines that the Acquisition Proposal constitutes a Superior Proposal;
 - (ii) the Fission Meeting has not occurred;
 - (iii) Fission has complied with its non-solicitation obligations under the Arrangement Agreement;
 - (iv) Fission has provided Alpha with a notice in writing that there is a Superior Proposal together with all documentation related to and detailing the Superior Proposal, including a copy of any Fission Proposed Agreement relating to such Superior Proposal, and a written notice from the Fission Board regarding the value in financial terms that the Fission Board has in consultation with its financial advisors determined should be ascribed to any non-cash consideration offered under the Superior Proposal, such documents to be so provided to Alpha not less than five business days prior to the proposed acceptance, approval, recommendation or execution of the Fission Proposed Agreement by Fission.
 - (v) Five business days shall have elapsed from the date Alpha received the notice and documentation referred to in (e)(iv) above from Fission and, if Alpha has proposed to amend the terms of the Alpha Arrangement in accordance with (f) below the Fission Board shall have determined, in good faith, after consultation with its financial advisors and outside legal counsel, that the Acquisition Proposal is a Superior Proposal compared to the proposed amendment to the terms of the Alpha Arrangement by Alpha;
 - (vi) Fission concurrently terminates the Arrangement Agreement in accordance with the Arrangement Agreement; and
 - (vii) Fission has previously, or concurrently will have, paid to Alpha the Fission Termination Fee;

and Fission further agrees that it will not withdraw, modify or qualify (or propose to withdraw, modify or qualify) in any manner adverse to Alpha the approval or recommendation of the

Alpha Arrangement, nor accept, approve or recommend any Acquisition Proposal unless the requirements of (e)(i) through (e)(v) above have been satisfied.

- (f) Fission acknowledges and agrees that, during the five business day periods referred to in (e)(iv) and (e)(v) above or such longer period as Fission may approve for such purpose, Alpha shall have the opportunity, but not the obligation, to propose to amend the terms of the Arrangement Agreement and the Alpha Arrangement and Fission shall co-operate with Alpha with respect thereto, including negotiating in good faith with Alpha to enable Alpha to make such adjustments to the terms and conditions of the Arrangement Agreement and the Alpha Arrangement as Fission deems appropriate and as would enable Fission to proceed with the Alpha Arrangement and any related transactions on such adjusted terms. The Fission Board will review any proposal by Alpha to amend the terms of the Alpha Arrangement in order to determine, in good faith in the exercise of its fiduciary duties and consistent with (a) above whether Alpha's proposal to amend the Alpha Arrangement would result in the Acquisition Proposal not being a Superior Proposal compared to the proposed amendment to the terms of the Alpha Arrangement.
- (g) The Fission Board shall promptly reaffirm its recommendation of the Alpha Arrangement by press release after: (x) any Acquisition Proposal which the Fission Board determines not to be a Superior Proposal is publicly announced or made; or (y) the Fission Board determines that a proposed amendment to the terms of the Alpha Arrangement would result in the Acquisition Proposal which has been publicly announced or made not being a Superior Proposal, and Alpha has so amended the terms of the Alpha Arrangement. Alpha and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such press release, recognizing that whether or not such comments are appropriate will be determined by Fission, acting reasonably.
- (h) Nothing in the Arrangement Agreement shall prevent the Fission Board from responding through a directors' circular or otherwise as required by applicable Securities Laws to an Acquisition Proposal that it determines is not a Superior Proposal, or from withdrawing, modifying or changing its recommendation as a result of Alpha having suffered an Alpha Material Adverse Effect. Further, nothing in the Arrangement Agreement shall prevent the Fission Board from making any disclosure to the securityholders of Fission if the Fission Board, acting in good faith and upon the advice of its legal advisors, shall have first determined that the failure to make such disclosure would be inconsistent with the fiduciary duties of the Fission Board or such disclosure is otherwise required under applicable Law, provided, however, that, notwithstanding the Fission Board shall be permitted to make such disclosure, the Fission Board shall not be permitted to make a Fission Change in Recommendation, other than as permitted by (e) above or the first sentence of this paragraph. Alpha and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such disclosure, recognizing that whether or not such comments are appropriate will be determined by Fission, acting reasonably.
- (i) Fission acknowledges and agrees that each successive modification of any Acquisition Proposal shall constitute a new Acquisition Proposal.

- (j) Fission shall ensure that the officers, directors and employees of Fission and its Subsidiaries and any investment bankers or other advisors or Representatives retained by Fission and/or its Subsidiaries in connection with the transactions contemplated by the Arrangement Agreement are aware of the non-solicitation covenants contained in the Arrangement Agreement, and Fission shall be responsible for any breach of such covenants by such officers, directors, employees, investment bankers, advisors or Representatives.
- (k) If Fission provides Alpha with the notice of an Acquisition Proposal in accordance with the Arrangement Agreement on a date that is less than seven calendar days prior to the Fission Meeting, if requested by Alpha, Fission shall adjourn the Fission Meeting to a date that is not less than seven calendar days and not more than 10 calendar days after the date of such notice, provided, however, that the Fission Meeting shall not be adjourned or postponed to a date later than the seventh (7) business day prior to the Outside Date.

Termination

- (a) The Arrangement Agreement may be terminated at any time prior to the Effective Time:
 - (i) by mutual written agreement of Alpha and Fission;
 - (ii) by either Alpha or Fission, if:
 - (A) the Effective Time shall not have occurred on or before the Outside Date, except that this right to terminate the Arrangement Agreement shall not be available to any Party whose failure to fulfill any of its obligations or breach of any of its representations and warranties under the Arrangement Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur by such Outside Date;
 - (B) after the date of the Arrangement Agreement, there shall be enacted or made any applicable Law that makes consummation of the Alpha Arrangement illegal; or
 - (C) Alpha Securityholder Approval shall not have been obtained.
 - (iii) by Fission, if:
 - (A) prior to the Effective Time: (1) subject to Alpha's non-solicitation covenants contained in the Arrangement Agreement, the Alpha Board fails to unanimously recommend or withdraws, amends, modifies or qualifies, in a manner adverse to Fission or fails to publicly reaffirm its unanimous recommendation of the Alpha Arrangement within three calendar days (and in any case prior to the Alpha Meeting) after having been requested in writing by Fission to do so, in a manner adverse to Fission (a "**Alpha Change in Recommendation**"); (2) the Alpha Board or a committee thereof shall have approved or

recommended any Acquisition Proposal; or (3) Alpha shall have breached its non-solicitation covenants contained in the Arrangement Agreement in any material respect;

- (B) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Alpha set forth in the Arrangement Agreement shall have occurred that would cause the conditions set forth in Section 7.2(a) or Section 7.2(b) of the Arrangement Agreement not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date, as reasonably determined by Fission and provided that Fission is not then in breach of the Arrangement Agreement so as to cause any condition in Section 7.2(a) or Section 7.2(b) of the Arrangement Agreement not to be satisfied;
- (C) Fission has been notified in writing by Alpha of an Alpha Proposed Agreement in accordance with Alpha's non-solicitation covenants contained in the Arrangement Agreement, and either: (i) Fission does not deliver an amended Alpha Arrangement proposal within five Business Days of delivery of the Alpha Proposed Agreement to Fission; or (ii) Fission delivers an amended Alpha Arrangement but the Alpha Board determines, acting in good faith and in the proper discharge of its fiduciary duties, that the Acquisition Proposal provided in the Alpha Proposed Agreement continues to be a Superior Proposal in comparison to the amended Alpha Arrangement terms offered by Fission;
- (D) it wishes to enter into a binding written agreement with respect to a Superior Proposal and provided that no termination under this subsection shall be effective unless and until Fission shall have paid to Alpha the applicable fee payable; or
- (E) Fission Securityholder Approval shall not have been obtained at the Fission Meeting.

(iv) by Alpha, if

- (A) prior to the Effective Time: (1) subject to Fission's non-solicitation covenants contained in the Arrangement Agreement, the Fission Board fails to unanimously recommend or withdraws, amends, modifies or qualifies, in a manner adverse to Alpha or fails to publicly reaffirm its unanimous recommendation of the Fission Arrangement within three calendar days (and in any case prior to the Fission Meeting) after having been requested in writing by Alpha to do so, in a manner adverse to Alpha (a "**Fission Change in Recommendation**"); (2) the Fission Board or a committee thereof shall have approved or recommended any Acquisition Proposal; or (3) Fission shall have breached its non-solicitation covenants contained in the Arrangement Agreement in any material respect;

- (B) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Fission set forth in the Arrangement Agreement shall have occurred that would cause the conditions set forth in Section 7.3(a) or Section 7.3(b) of the Arrangement Agreement not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date as reasonably determined by Alpha and provided that Alpha is not then in breach of the Arrangement Agreement so as to cause any condition in Section 7.3(a) or Section 7.3(b) of the Arrangement Agreement not to be satisfied;
- (C) Alpha has been notified in writing by Fission of a Fission Proposed Agreement in accordance with Fission's non-solicitation covenants contained in the Arrangement Agreement, and either: (i) Alpha does not deliver an amended Alpha Arrangement proposal within five Business Days of delivery of the Fission Proposed Agreement to Alpha; or (ii) Alpha delivers an amended Alpha Arrangement but the Fission Board determines, acting in good faith and in the proper discharge of its fiduciary duties, that the Acquisition Proposal provided in the Fission Proposed Agreement continues to be a Superior Proposal in comparison to the amended Alpha Arrangement terms offered by Alpha; or
- (D) it wishes to enter into a binding written agreement with respect to a Superior Proposal, subject to compliance with its non-solicitation provisions under the Arrangement Agreement in all material respects and provided that no termination under this subsection shall be effective unless and until Alpha shall have paid to Fission the applicable fee payable.

Expenses and Termination Fees

- (a) Alpha shall be entitled to be paid the Alpha Termination Fee upon the termination of the Arrangement Agreement:
 - (i) by Fission pursuant to paragraph (a)(iii)(A), above (but not including a termination by Fission pursuant to paragraph (a)(iii)(A) in circumstances where the Alpha Change in Recommendation resulted from the occurrence of a Fission Material Adverse Effect) or paragraph (a)(iii)(C), in either case prior to the Alpha Meeting;
 - (ii) by Alpha pursuant to paragraph (a)(iv)(D), above; or
 - (iii) by either Party pursuant to paragraph (a)(iv)(D), above or by either Party pursuant to (a)(ii)(A), above but only if, in these termination events, (x) prior to such termination, a bona fide Acquisition Proposal for Alpha shall have been made or publicly announced by any Person other than Fission and (y) within twelve months following the date of such termination, Alpha or its Subsidiary (A) enters into a definitive agreement in respect of one or more

Acquisition Proposals or (B) there shall have been consummated one or more Acquisition Proposals for Alpha; provided that, Alpha shall be entitled to deduct from the Alpha Termination Fee an amount equal to the Alpha Expense Fee if any such fees were paid to Fission.

- (b) Alpha shall be entitled to be paid the Alpha Expense Fee upon the termination of the Arrangement Agreement:
 - (i) by Fission or Alpha pursuant to paragraph (a)(iii)(A) ; or
 - (ii) by Fission pursuant to paragraph (a)(iii)(B).

provided that, in the event of a termination of the Arrangement Agreement pursuant to paragraph (a)(ii)(C), above, if (a) Fission Securityholder Approval was not obtained at the Fission Meeting; or (b) an Alpha Change in Recommendation occurred as a result of a Fission Material Adverse Effect, the Alpha Expense Fee shall not be payable.

- (c) Fission shall be entitled to be paid the Fission Termination Fee upon the termination of the Arrangement Agreement:
 - (i) by Alpha pursuant to paragraph (a)(iv)(A), above (but not including a termination by Alpha pursuant to paragraph (a)(iv)(A), above, in circumstances where the Fission Change in Recommendation resulted from the occurrence of an Alpha Material Adverse Effect) or paragraph (a)(iv)(C), above, in either case, prior to the Fission Meeting;
 - (ii) by Fission pursuant to paragraph (a)(iii)(D), above; or
 - (iii) by either Party pursuant to paragraph (a)(ii)(A), above, or by Fission pursuant to paragraph (a)(iii)(E), above, but only if, in those termination events, (x) prior to such termination, a bona fide Acquisition Proposal for Fission shall have been made or publicly announced by any Person other than Alpha and (y) within twelve months following the date of such termination, Fission or one or more of its Subsidiaries (A) enters into a definitive agreement in respect of one or more Acquisition Proposals or (B) there shall have been consummated one or more Acquisition Proposals for Fission; provided that, Fission shall be entitled to deduct from the Fission Termination Fee an amount equal to the Fission Expense Fee if any such fees were paid to Alpha.
- (d) Fission shall be entitled to be paid the Fission Expense Fee upon the termination of the Arrangement Agreement:
 - (i) by Fission pursuant to paragraph (a)(iii)(E), above; or
 - (ii) by Alpha pursuant to paragraph (a)(iv)(B), above.

provided that, in the event of a termination of the Arrangement Agreement pursuant to paragraph (a)(iii)(E), if (a) Alpha Securityholder Approval was not obtained at the Alpha

Meeting; or (b) a Fission Change in Recommendation occurred as a result of an Alpha Material Adverse Effect, the Fission Expense Fee shall not be payable.

Indemnification and Insurance

Pursuant to the Arrangement Agreement, Alpha has agreed to purchase customary “tail” policies of directors’ and officers’ liability providing protection no less favourable in the aggregate to the protection provided by the policies maintained by Alpha which are in effect prior to the Effective Date and providing protection in respect of Claims arising from facts or events which occurred on or prior to the Effective Date and Fission has covenanted that it will, or will cause Alpha and its Subsidiary to maintain in effect, without any reduction in scope of coverage for six years, from the Effective Date, such tail policies provided that Fission shall not be required to pay any amounts in respect of such coverage prior to the Effective Time and cost of such policy shall not exceed 200% of Alpha’s current annual premiums. Fission has further covenanted that it shall honor all rights to indemnification or exculpation now existing in favor of present and past directors of Alpha and acknowledges that they shall survive the termination of the Alpha Arrangement for at least six years.

Completion of the Fission Arrangement

As described elsewhere in this Circular, completion of the Fission Arrangement is contingent upon the conditions to the Alpha Arrangement set forth in the Arrangement Agreement having been satisfied or waived in accordance with the Arrangement Agreement, including receipt of the Alpha Securityholder Approval. The Fission Arrangement will become effective at 12:01 a.m. on the date following the date upon which all of the conditions to completion of the Alpha Arrangement as set out in the Arrangement Agreement have been satisfied or waived in accordance with the Arrangement Agreement, all documents agreed to be delivered thereunder have been delivered to the satisfaction of the recipient, acting reasonably, and the filings required under the CBCA have been filed with the Director. Completion of the Fission Arrangement is expected to occur on or about December 6, 2013; however, it is possible that completion may be delayed beyond this date if the conditions to completion of the Fission Arrangement cannot be met on a timely basis, but in no event shall completion of the Fission Arrangement occur later than the Outside Date, unless extended by mutual agreement between Fission and Alpha in accordance with the terms of the Arrangement Agreement.

Procedure for Distribution of Certificates

Share Certificates

As soon as practicable after the Effective Date, Fission Spinco shall cause to be issued to the registered holders of the Fission Spinco Shares, certificates representing the number of Fission Spinco Shares to which such holders are entitled following the Effective Date and shall cause such certificates to be delivered or mailed to such holders.

No new share certificates shall be issued with respect to the New Fission Shares issued in connection with the Fission Arrangement. Rather, after the Effective Time, share certificates representing, on their face, Fission Shares, shall for all purposes be deemed to be share certificates representing New Fission Shares.

Information Concerning Due Bills

Due Bills are entitlements that can be used to defer the “ex-dividend” trading of listed securities undergoing certain material corporate events such as stock-splits, spin-offs or other distributions in

circumstances where the effective date or payment date of the event cannot be determined with certainty in advance. Generally, Due Bills attach to securities traded during the period commencing on the date that is two trading days prior to the expected record date for effectiveness of the corporate event or distribution, and detaches at the close of trading on the applicable payment/effective date (the “Due Bill Period”). This allows the security to carry the appropriate market value until the entitlement has been paid.

Historically, the general process in the Canadian securities industry has been for the listed securities of an issuer that are entitled to a distribution to commence trading on an “ex-distribution” basis (the date on which purchases of the security will no longer have an attaching right to the distribution) at the opening of trading on the date that is two trading days prior to the record date (the “Ex-Date”). For example, in the event that a cash dividend is declared payable on a listed security to securityholders as of the record date, the listed securities would begin to trade without the entitlement to receive the dividend at the opening of trading on the Ex-Date in recognition of the fact that such trades will settle three trading days after the trade date (T+3) and accordingly, the buyer will not be a securityholder of record on the record date for the dividend despite having purchased the security prior to the record date. As a result, the market value of the listed security will typically decline as of the Ex-Date to reflect this lack of entitlement.

With respect to the Fission Arrangement, since completion of the Fission Arrangement is subject to the satisfaction of conditions precedent, it is possible that the Fission Arrangement will not be completed on the expected Effective Date or at all, in which case the expected Effective Date will change or be nullified, as the case may be. Therefore, the Ex-Date in respect of the Fission Arrangement cannot be determined with certainty and market valuation issues could arise between the expected Ex-Date and the actual Effective Date. Accordingly, Due Bill trading will be used in connection with the Fission Arrangement in order to address such uncertainties.

Due Bill trading may only be used in connection with a “push-out” of listed securities (i.e. where the certificates representing the originally listed securities to which the entitlement attaches will not be replaced with new certificates; rather, only the entitlement will be “pushed-out” to shareholders, which, in the case of the Fission Arrangement is the Fission Spinco Shares). In the case of the Fission Arrangement, this means that Due Bill trading will be used in connection with the Fission Shares and Fission Spinco Shares, as the certificates representing the Fission Shares will not be replaced with new certificates (the certificates representing the Fission Shares will continue to represent the New Fission Shares from and after the Effective Time) and only certificates representing the Fission Spinco Shares will be “pushed-out” (i.e. delivered to the registered holders of Fission Shares at the Effective Time).

Any Fission Shares traded during the Due Bill Period will have Due Bills attached and will therefore carry the right to receive Fission Spinco Shares. By using a Due Bill market for the Fission Spinco Shares, the Ex-Date for the Fission Shares will be deferred and buyers and sellers of the Fission Shares will be certain of the entitlements attaching thereto. **Fission Shareholders trading such Fission Shares during the Due Bill Period will not be required to take any special action. Any trades of Fission Shares that are executed during the Due Bill Period will be automatically flagged to ensure purchasers receive the distribution entitlement and sellers do not.**

Option Certificates

No new option certificates shall be issued with respect to the New Fission Options issued in connection with the Fission Arrangement. Rather, after the Effective Time, option certificates

representing, on their face, Fission Options, shall for all purposes be deemed to be share certificates representing New Fission Options.

Fractional Shares

Any fractional shares issuable pursuant to the Arrangement, including on exercise or conversion, will be rounded down to the nearest whole number.

Effects of the Fission Arrangement on Fission Shareholders' Rights

Fission Shareholders receiving New Fission Shares and Fission Spinco Shares under the Fission Arrangement will remain shareholders of Fission and will also become shareholders of Fission Spinco. Fission Spinco, like Fission, is a federally incorporated company governed by the CBCA.

Court Approval of the Fission Arrangement

An arrangement under the CBCA requires Court approval.

Fission Interim Order

On October 28, 2013, Fission obtained the Fission Interim Order providing for the calling and holding of the Fission Meeting, the Dissent Rights and certain other procedural matters. The text of the Fission Interim Order is set out in Appendix "C" to this Circular.

Fission Final Order

Subject to the terms of the Arrangement Agreement, and if the Fission Arrangement Resolution is approved by Fission Shareholders at the Fission Meeting in the manner required by the Fission Interim Order, Fission intends to make an application to the Court for the Fission Final Order.

The application for the Fission Final Order approving the Fission Arrangement is currently scheduled for November 29, 2013 at 3:00 p.m. (Calgary time), or as soon thereafter as counsel may be heard, at the at the Calgary Courts Centre, 601 - 5 Street SW, Calgary, Alberta, Canada, or at any other date and time as the Court may direct. Any Fission Shareholder, Fission Optionholder or any other interested party who wishes to appear or be represented and to present evidence or arguments at that hearing of the application for the Fission Final Order must file and serve a response to petition no later than 4:00 p.m. (Vancouver time) on November 25, 2013 along with any other documents required, all as set out in the Fission Interim Order and the Notice of Petition, the text of which are set out in Appendix "C" to this Circular, and satisfy any other requirements of the Court. Such Persons should consult with their legal advisors as to the necessary requirements. In the event that the hearing is adjourned, then, subject to further order of the Court, only those Persons having previously filed and served a response to petition will be given notice of the adjournment.

The Court has broad discretion under the CBCA when making orders with respect to the Fission Arrangement. The Court will consider, among other things, the fairness and reasonableness of the Fission Arrangement, both from a substantive and a procedural point of view. The Court may approve the Fission Arrangement, either as proposed or as amended, on the terms presented or substantially on those terms. Depending upon the nature of any required amendments, Fission or Alpha may determine not to proceed with the Fission Arrangement and Alpha Arrangement.

The New Fission Shares and Fission Spinco Shares to be issued to Fission Shareholders in exchange for their Fission Shares pursuant to the Fission Arrangement, have not been and will not

be registered under the U.S. Securities Act or the Securities Laws of any state of the United States and will be issued and exchanged in reliance upon the exemption from registration under the U.S. Securities Act provided by Section 3(a)(10) thereof and exemptions provided under the Securities Laws of each state of the United States in which Fission Shareholders and Fission Optionholders reside. Section 3(a)(10) of the U.S. Securities Act exempts the issuance of any securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration under the U.S. Securities Act where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the fairness of the terms and conditions of such issuance and exchange to those to whom the securities will be issued, at which all Persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court will be advised prior to the hearing of the application for the Fission Final Order that if the terms and conditions of the Fission Arrangement, and the fairness thereof, are approved by the Court, the New Fission Shares and Fission Spinco Shares to be received by Fission Shareholders pursuant to the Fission Arrangement will not require registration under the U.S. Securities Act pursuant to Section 3(a)(10) thereunder. Accordingly, the Fission Final Order of the Court will, if granted, constitute a basis for the exemption from the registration requirements of the U.S. Securities Act with respect to the issuance of the New Fission Shares and Fission Spinco Shares in exchange for the Fission Shares pursuant to the Fission Arrangement. See *“The Fission Meeting – Regulatory Law Matters and Securities Law Matters – United States Securities Law Matters”* below.

For further information regarding the Court hearing and your rights in connection with the Court hearing, see the form of Notice of Hearing of Petition attached at Appendix “C” to this Circular. The Notice of Hearing of Petition constitutes notice of the Court hearing of the application for the Fission Final Order and is your only notice of the Court hearing.

Regulatory Approvals

The Fission Shares are listed and posted for trading on the TSX-V. It is a condition of the Fission Arrangement and Alpha Arrangement that the TSX-V conditional approval is obtained

Application will be made for the listing of the Fission Spinco Shares on the TSX-V. Any listing will be subject to meeting initial listing requirements of the TSX-V. There can be no assurance as to if, or when, the Fission Spinco Shares will be listed or traded on the TSX-V or any other stock exchange. It is not a condition of the Fission Arrangement that the TSX-V shall have approved the listing of the Fission Spinco Shares on the TSX-V. As the Fission Spinco Shares are not listed on a stock exchange, unless and until such a listing is obtained, holders of Fission Spinco Shares may not have a market for their shares.

Regulatory Law Matters and Securities Law Matters

Other than the Fission Final Order and the approvals of the TSX-V, Fission is not aware of any material approval, consent or other action by any federal, provincial, state or foreign government or any administrative or regulatory agency that would be required to be obtained in order to complete the Fission Arrangement. In the event that any such approvals or consents are determined to be required, such approvals or consents will be sought. Any such additional requirements could delay the Effective Date or prevent the completion of the Fission Arrangement. While there can be no assurance that any regulatory consents or approvals that are determined to be required will be obtained, Fission currently anticipates that any such consents and approvals that are determined to

be required will have been obtained or otherwise resolved by the Effective Date. Subject to receipt of the Fission Securityholder Approval at the Fission Meeting, receipt of the Fission Final Order and the satisfaction or waiver of all other conditions specified in the Arrangement Agreement, the Effective Date is expected to be on or about December 6, 2013.

Canadian Securities Law Matters

Each Fission Securityholder is urged to consult such Fission Security holder's professional advisors to determine the Canadian conditions and restrictions applicable to trades in the New Fission Shares or Fission Spinco Shares.

Status under Canadian Securities Laws

Fission is a reporting issuer in British Columbia and Alberta and its shares currently trade on the TSX-V. Upon closing of the Fission Arrangement and Alpha Arrangement, Fission will remain as is minus the Fission Spinco Properties, approximately \$3 million and ancillary assets as set forth in the Arrangement Agreement.

Upon completion of the Fission Arrangement, Fission Spinco expects that it will be a reporting issuer in British Columbia and Alberta. Application will be made for the listing of the Fission Spinco Shares on the TSX-V. Any listing will be subject to meeting the initial listing requirements of the TSX-V. There can be no assurance as to if, or when, the Fission Spinco Shares will be listed or traded on the TSX-V or any other stock exchange. It is not a condition of the Fission Arrangement that the TSX-V shall have approved the listing of the Fission Spinco Shares on the TSX-V. As the Fission Spinco Shares are not listed on a stock exchange, unless and until such a listing is obtained, holders of Fission Spinco Shares may not have a market for their shares.

Distribution and Resale of New Fission Shares and Fission Spinco Shares under Canadian Securities Laws

The distribution of the New Fission Shares and Fission Spinco Shares pursuant to the Fission Arrangement will constitute a distribution of securities which is exempt from the prospectus requirements of Canadian securities legislation and is exempt from or otherwise is not subject to the registration requirements under applicable securities legislation. The New Fission Shares and Fission Spinco Shares (if listed) received pursuant to the Fission Arrangement will not be legended and may be resold through registered dealers in each of the provinces of Canada provided that (i) the trade is not a "control distribution" as defined National Instrument 45-102 "Resale of Securities" of the Canadian Securities Administrators, (ii) no unusual effort is made to prepare the market or to create a demand for the New Fission Shares or the Fission Spinco Shares, as the case may be, (iii) no extraordinary commission or consideration is paid to a Person or company in respect of such sale, and (iv) if the selling security holder is an insider or officer of Fission or Fission Spinco, as the case may be, the selling security holder has no reasonable grounds to believe that Fission or Fission Spinco, as the case may be, is in default of applicable Canadian Securities Laws.

The issuance pursuant to the Fission Arrangement of the New Fission Shares and the Fission Spinco Shares, as well as all other issuances, trades and exchanges of securities under the Fission Arrangement and Alpha Arrangement, will be made pursuant to exemptions from the registration and prospectus requirements contained in applicable Canadian provincial securities legislation or, where required, exemption orders or rulings from various securities regulatory authorities in the provinces and territories of Canada where Fission Shareholders are resident. The Company is currently a "reporting issuer" under the applicable securities legislation in the provinces of British Columbia and

Alberta. Under National Instrument 45-102 – *Resale of Securities* (and if required, orders and rulings from various securities regulatory authorities in the provinces and territories of Canada where Fission Shareholders are resident), the New Fission Shares and Fission Spinco Shares received by Fission Shareholders pursuant to the Fission Arrangement may be resold through registered dealers in Canadian provinces or territories without any “hold period” restriction (provided that no unusual effort is made to prepare the market or create a demand for these securities, no extraordinary commission or consideration is paid in respect of the sale and, if the seller is an insider or officer of the issuer, the seller has no reasonable grounds to believe that the issuer is in default of securities legislation). Resales of New Fission Shares and Spinco Shares will, however, be subject to resale restrictions where the sale is made from the holdings of any Person or combination of Persons holding a sufficient number of New Fission Shares or Fission Spinco Shares, as the case may be, to affect materially the control of Fission or Fission Spinco, respectively.

United States Securities Law Matters

The following discussion is a general overview of certain requirements of U.S. federal Securities Laws that may be applicable to Fission U.S. Securityholders. All Fission Shareholders in the United States are urged to consult with their own legal counsel to ensure that any subsequent resale of New Fission Shares or Fission Spinco Shares to be issued for their Fission Shares pursuant to the Fission Arrangement complies with applicable securities legislation.

Further information applicable to Fission U.S. Securityholders is disclosed under the heading “*Note to United States Securityholders*”.

The following discussion does not address the Canadian Securities Laws that will apply to the issue of New Fission Shares and Fission Spinco Shares or the resale of these securities within Canada by Fission Shareholders in the United States. Fission Shareholders in the United States reselling their New Fission Shares and Fission Spinco Shares in Canada must comply with Canadian Securities Laws, as outlined elsewhere in this Circular.

Exemption from the Registration Requirements of the U.S. Securities Act

The New Fission Shares and Fission Spinco Shares to be issued by Fission Shareholders in exchange for their Fission Shares pursuant to the Fission Arrangement, will not be registered under the U.S. Securities Act or the Securities Laws of any state of the United States and will be issued and exchanged in reliance upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act and exemptions provided under the Securities Laws of each state of the United States in which Fission U.S. Securityholders reside. Section 3(a)(10) of the U.S. Securities Act exempts the issuance of any securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration under the U.S. Securities Act where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the fairness of the terms and conditions of such issuance and exchange to those to whom the securities will be issued, at which all Persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the fairness of the terms and conditions of the Fission Arrangement will be considered. Accordingly, the Fission Final Order will, if granted, constitute a basis for the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof and comparable exemptions under applicable U.S. state securities laws with respect to the New

Fission Shares and the Fission Spinco Shares to be issued to Fission Shareholders in exchange for their Fission Shares pursuant to the Fission Arrangement.

Resales of New Fission Shares and Fission Spinco Shares After the Effective Date

The New Fission Shares and Fission Spinco Shares to be issued to Fission Shareholders in exchange for their Fission Shares pursuant to the Fission Arrangement will be freely transferable under U.S. federal Securities Laws, except by Persons who are “affiliates” of Fission or Fission Spinco, as applicable, after the Effective Date, or were “affiliates” of Fission or Fission Spinco, as applicable, within 90 days prior to the Effective Date. Persons who may be deemed to be “affiliates” of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract, or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer.

Any resale of New Fission Shares or Fission Spinco Shares, as applicable, by such an affiliate (or, if applicable, former affiliate) may be subject to the registration requirements of the U.S. Securities Act, absent an exemption therefrom. Subject to certain limitations, such affiliates (and former affiliates) may immediately resell such New Fission Shares or Fission Spinco Shares, as applicable, outside the United States without registration under the U.S. Securities Act pursuant to Regulation S under the U.S. Securities Act. In addition, such affiliates (and former affiliates) may also resell New Fission Shares or Fission Spinco Shares, as applicable, pursuant to Rule 144, if available.

Resales by Affiliates Pursuant to Rule 144

In general, pursuant to Rule 144, Persons who are “affiliates” of Fission or Fission Spinco, as applicable, after the Effective Date, or were “affiliates” of Fission or Fission Spinco, as applicable, within 90 days prior to the Effective Date, will be entitled to sell, during any three-month period, those New Fission Shares or Fission Spinco Shares, as applicable, that they receive pursuant to the Arrangement, provided that the number of such securities sold does not exceed the greater of one percent of the then outstanding securities of such class or, if such securities are listed on a United States securities exchange and/or reported through the automated quotation system of a U.S. registered securities association, the average weekly trading volume of such securities during the four calendar week period preceding the date of sale, subject to specified restrictions on manner of sale requirements, aggregation rules, notice filing requirements and the availability of current public information about the issuer.

Resales by Affiliates Pursuant to Regulation S

In general, pursuant to Regulation S under the U.S. Securities Act, at any time that New Fission Shares or Fission Spinco, as applicable, is a “foreign private issuer” (as defined in Rule 3b-4 under the Exchange Act), Persons who are “affiliates” of Fission or Fission Spinco, as applicable, after the Effective Date, or were “affiliates” of Fission or Fission Spinco, as applicable, within 90 days prior to the Effective Date, solely by virtue of their status as an officer or director of Fission or Fission Spinco, as applicable, may sell their New Fission Shares or their Fission Spinco Shares, as applicable, outside the United States in an “offshore transaction” if none of the seller, an affiliate or any Person acting on their behalf engages in “directed selling efforts” in the United States with respect to such securities and provided that no selling concession, fee or other remuneration is paid in connection with such sale other than the usual and customary broker’s commission that would be received by a Person executing such transaction as agent. For purposes of Regulation S under the

U.S. Securities Act, “directed selling efforts” means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered. Also, for purposes of Regulation S under the U.S. Securities Act, an offer or sale of securities is made in an “offshore transaction” if the offer that is not made to a Person in the United States and either (a) at the time the buy order is originated, the buyer is outside the United States, or the seller reasonably believes that the buyer is outside of the United States, or (b) the transaction is executed in, on or through the facilities of a “designated offshore securities market” (which would include a sale through the TSX-V), and neither the seller nor any Person acting on its behalf knows that the transaction has been pre-arranged with a buyer in the United States. Certain additional restrictions set forth in Rule 903 of Regulation S under the U.S. Securities Act are applicable to sales outside the United States by a holder of New Fission Shares or Fission Spinco Shares, as applicable, who is an “affiliate” of Fission or Fission Spinco, as applicable, after the Effective Date, or was an “affiliate” of Fission or Fission Spinco, as applicable, within 90 days prior to the Effective Date, other than by virtue of his or her status as an officer or director of Fission or Fission Spinco, as applicable.

The foregoing discussion is only a general overview of certain requirements of United States federal Securities Laws applicable to the resale of New Fission Shares and Fission Spinco Shares. All holders of such securities are urged to consult with counsel to ensure that the resale of their securities complies with applicable securities legislation.

Fees and Expenses

All expenses incurred in connection with the Fission Arrangement and the Alpha Arrangement shall be paid by the Party incurring such expense.

Interests of Certain Persons in the Fission Arrangement

In considering the recommendation of the Fission Board with respect to the Fission Arrangement, Fission Shareholders should be aware that certain members of Fission’s senior management and the Fission Board have certain interests in connection with the Fission Arrangement that may present them with actual or potential conflicts of interest in connection with the Fission Arrangement.

Directors

The directors (other than directors who are also executive officers) hold, in the aggregate, 419,167 Fission Shares, representing approximately 0.28% of the Fission Shares outstanding on the Record Date. Such directors hold, in the aggregate, 2,218,333 Fission Options, representing approximately 16.4% of the Fission Options outstanding on the Record Date. The directors’ holdings of Fission Shares and Fission Options represent, in the aggregate, approximately 1.6% of the Outstanding Fission Voting Securities as of the Record Date. As of the Record Date, no such director held any Fission Warrants. All of the Fission Shares and Fission Options held by the directors will be treated in the same fashion under the Fission Arrangement as Fission Shares and Fission Options held by every other Fission Shareholder and Fission Optionholder, respectively.

Consistent with standard practice in similar transactions, in order to ensure that the directors do not lose or forfeit their protection under liability insurance policies maintained by Fission, the Arrangement Agreement provides for the maintenance of such protection for six years. See “*The Fission Meeting – The Arrangement – Interests of Certain Persons in the Arrangement - Indemnification and Insurance*” below.

Executive Officers

The current responsibility for the general management of Fission is held and discharged by a group of three executive officers. The executive officers of Fission are as follows:

Name	Position	Fission Shares	Fission Options
Devinder Randhawa	Chief Executive Officer	3,624,731	1,416,667
Ross McElroy	President/Chief Operating Officer	1,754,834	1,403,333
Greg Downey	Chief Financial Officer	10,000	305,000

The executive officers of Fission hold, in the aggregate, 5,389,565 Fission Shares and 3,125,000 Fission Options, representing approximately 5.62% of the Outstanding Fission Voting Securities as of the Record Date. None of the executive officers of Fission held any Fission Warrants as of the Record Date. All of the Fission Shares and Fission Options held by the executive officers of Fission will be treated in the same fashion under the Fission Arrangement as Fission Shares and Fission Options held by every other Fission Shareholder and Fission Optionholder, respectively.

Risks Associated with the Fission Arrangement

In evaluating the Fission Arrangement, Fission Securityholders should carefully consider the following risk factors relating to the Fission Arrangement. The following risk factors are not a definitive list of all risk factors associated with the Fission Arrangement. Additional risks and uncertainties, including those currently unknown or considered immaterial by Fission, may also adversely affect trading price of the New Fission Shares, the Fission Spinco Shares and/or the businesses of Fission and Fission Spinco following the Fission Arrangement and Alpha Arrangement. In addition to the risk factors relating to the Fission Arrangement set out below, Fission Securityholders should also carefully consider the risk factors associated with the businesses of Fission and Fission Spinco included in this Circular and in the documents incorporated by reference herein. If any of the risk factors materialize, the expectations, and the predictions based on them, may need to be re-evaluated. The risks associated with the Fission Arrangement include:

The Arrangement Agreement may be terminated in certain circumstances, including in the event of a change having a Material Adverse Effect on Fission.

Each of Fission and Alpha has the right to terminate the Arrangement Agreement in certain circumstances. Accordingly, there is no certainty, nor can Fission provide any assurance, that the Arrangement Agreement will not be terminated by either Fission or Alpha before the completion of the Fission Arrangement. For example, Alpha has the right, in certain circumstances, to terminate the Arrangement Agreement if changes occur that, in the aggregate, have a Material Adverse Effect on Fission. Although a Material Adverse Effect excludes certain events that are beyond the control of Fission (such as general changes in the global economy or changes that affect the mining industry generally and which do not have a materially disproportionate effect on Fission), there is no assurance that a change having a Material Adverse Effect on Fission will not occur before the Effective Date, in which case Alpha could elect to terminate the Arrangement Agreement and the Fission Arrangement would not proceed.

There can be no certainty that all conditions precedent to the Fission Arrangement will be satisfied.

The completion of the Fission Arrangement is subject to a number of conditions precedent, certain of which are outside the control of Fission, including satisfaction of the conditions precedent to the Alpha Arrangement and receipt of the Fission Final Order. There can be no certainty, nor can Fission provide any assurance, that these conditions will be satisfied or, if satisfied, when they will be satisfied. If the Fission Arrangement is not completed, the market price of the Fission Shares may decline to the extent that the current market price reflects a market assumption that the Fission Arrangement will be completed. If the Fission Arrangement is not completed and the Fission Board decides to seek another merger or arrangement, there can be no assurance that it will be able to find a party willing to pay an equivalent or more attractive price than the total consideration to be paid pursuant to the Fission Arrangement.

Fission will incur costs even if the Fission Arrangement is not completed and may have to pay the Alpha Termination Fee and Alpha Expense Fee.

Certain costs related to the Fission Arrangement, such as legal, accounting and certain financial advisor fees, must be paid by Fission even if the Fission Arrangement is not completed. Fission is liable for its costs incurred in connection with the Fission Arrangement. If the Fission Arrangement is not completed, Fission may be required to pay Alpha the Fission Termination Payment. See “*The Fission Meeting – The Arrangement Agreement – Termination – Termination Payments*”.

The market price for the Fission Shares may decline.

If the Fission Arrangement is not approved by the Fission Securityholders, the market price of the Fission Shares may decline to the extent that the current market price of the Fission Shares reflects a market assumption that the Fission Arrangement will be completed. If the Fission Arrangement Resolution is not approved and the Fission Board decides to seek another merger or arrangement, there can be no assurance that it will be able to find a party willing to pay an equivalent or more attractive price than the total consideration to be paid pursuant to the Fission Arrangement.

Fission and Fission Spinco may sell Fission Spinco Shares on behalf of Fission Shareholders to meet Fission’s withholding tax obligations (including any applicable interest and penalties) arising as a result of any deemed dividend. Any such sales may negatively impact the trading price of the Spinco Shares (if listed).

If Fission determines that a deemed dividend arose as a consequence of the Fission Arrangement, Fission and Fission Spinco will be entitled to deduct and withhold from any consideration payable or otherwise deliverable to a Fission Shareholder (including the Fission Spinco Shares) such amounts as Fission or Fission Spinco is required or permitted to deduct and withhold under the Tax Act. To the extent that Fission or Fission Spinco is required to deduct and withhold from consideration that is not cash, including the Fission Spinco Shares, Fission or Fission Spinco is entitled to liquidate such consideration to the extent necessary in order to fund its deduction, withholding and remittance obligations (including any applicable interest and penalties). Any such sales may negatively impact the trading price of the Fission Spinco Shares (if listed). See “*Certain Canadian Federal Income Tax Considerations*”.

Fission Spinco Shares may not be qualified investments under the Tax Act for a Registered Plan.

Although an application will be made to the TSX-V for listing of the Fission Spinco Shares on the TSX-V, there is no assurance when, or if, the Fission Spinco Shares will be listed on the TSX-V or on any other stock exchange. If the Fission Spinco Shares are not listed on a designated stock exchange in Canada before the due date for Spinco's first income tax return or if Fission Spinco does not otherwise satisfy the conditions in the Tax Act to be a "public corporation", the Fission Spinco Shares will not be considered to be a qualified investment for a Registered Plan from their date of issue. Where a Registered Plan acquires a Fission Spinco Share in circumstances where the Fission Spinco Share is not a qualified investment under the Tax Act for the Registered Plan, adverse tax consequences may arise for the Registered Plan and the annuitant under the Registered Plan, including that the Registered Plan may become subject to penalty Taxes, the annuitant of such Registered Plan may be deemed to have received income therefrom or be subject to a penalty tax or, in the case of a registered education savings plan, such plan may have its tax exempt status revoked. See "*Certain Canadian Federal Income Tax Considerations – Residents of Canada - Eligibility for Investment*".

The Fission Arrangement is expected to be a taxable transaction for U.S. federal income tax purposes and, as a result, may accelerate adverse U.S. federal income tax consequences to U.S. Holders under the PFIC rules.

Fission has been advised by counsel that there is a significant likelihood that the exchange of Fission Shares for New Fission Shares and Fission Spinco Shares will not qualify as a tax-free reorganization or spin-off for U.S. federal income tax purposes. Fission believes that it may be a PFIC for its current taxable year. Accordingly, the transactions contemplated herein may accelerate the application of certain adverse tax rules in respect of the Fission Arrangement to a U.S. Holder. These adverse tax rules would include, but are not limited to, (i) the receipt of Fission Spinco Shares being treated as a distribution fully taxable at ordinary income rather than capital gain rates and (ii) an interest charge being imposed on the amount of the distribution (if any) treated as being deferred under the PFIC rules. U.S. Holders are urged to consult their own tax advisors regarding all aspects of the PFIC rules. For a more detailed discussion of the U.S. federal income tax consequences of the Fission Arrangement, including the consequences under the PFIC rules, please see the discussion under "*Certain United States Federal Income Tax Considerations*".

Dissent Rights

The following description of Dissent Rights is not a comprehensive statement of the procedures to be followed by a Dissenting Fission Shareholder who seeks payment of the fair value of its Fission Shares from Fission and is qualified in its entirety by the reference to the full text of the Fission Interim Order which is attached at Appendix "C" to this Circular. A Dissenting Fission Shareholder who intends to exercise Dissent Rights should carefully consider and comply with the provisions of the Fission Interim Order. Failure to strictly comply with the provisions of the Fission Interim Order and to adhere to the procedures established therein may result in the loss of all rights thereunder.

Registered Fission Shareholders may exercise rights of dissent (the "**Dissent Rights**") in connection with the Fission Arrangement pursuant to the Fission Interim Order, the Fission Final Order and in the manner provided in section 190 of the CBCA, as modified by the Fission Plan of Arrangement.

A Registered Fission Shareholder who intends to exercise the Dissent Rights must deliver a Dissent Notice to 2600 – 595 Burrard Street, Vancouver, British Columbia, Canada, V7X 1L3, Attention: Sean Boyle, to be received not later than 4:00 p.m. (Vancouver Time) on November 25, 2013, or two Business Days prior to any adjournment of the Fission Meeting and must not vote any Dissent Shares in favour of the Fission Arrangement. A Non-Registered Fission Shareholder who wishes to exercise the Dissent Rights must arrange for the Registered Fission Shareholder(s) holding its Fission Shares to deliver the Dissent Notice. The Dissent Notice must set out the number of Dissent Shares the Dissenting Fission Shareholder holds. A vote against the Fission Arrangement Resolution does not constitute a Dissent Notice and a Registered Fission Shareholder is not entitled to exercise Dissent Rights with respect to Fission Shares if such holder votes (or instructs, or is deemed, by submission of any incomplete proxy, to have instructed his, her or its proxyholder, to vote) or in the case of a beneficial holder caused, or is deemed to have caused, the Registered Fission Shareholder to vote, in favour of the Fission Arrangement Resolution at the Fission Meeting.

If the Fission Arrangement Resolution is passed at the Fission Meeting, Fission must send by registered mail to every Dissenting Fission Shareholder, a notice (the “**Notice of Intention**”). A Notice of Intention is not required to be sent to any Dissenting Fission Shareholder who voted in favour of the Fission Arrangement Resolution or who has withdrawn their Dissent Notice. A Dissenting Fission Shareholder then has 20 days after receipt of the Notice of Intention or, if the Dissenting Fission Shareholder does not receive a Notice of intention, within 20 days after learning that the Fission Arrangement Resolution has been adopted, to send to the Fission a written notice (a “**Demand Notice**”) containing the Dissenting Fission Shareholder’s name and address, and the number of Dissent Shares the Dissenting Shareholder holds and in respect of which it dissents and a demand for the payment of the fair value of such Dissenting Shares. A Dissenting Fission Shareholder must within 30 days after sending the Demand Notice, send the certificates representing the Dissenting Fission Shares to Fission or its transfer agent or else the Dissenting Fission Shareholder will lose its right to make a claim for the fair value of such Dissenting Fission Shares. If a Dissent Right is being exercised by someone other than the beneficial owner of such Dissenting Fission Shares, this Demand Notice must be signed by such beneficial owner.

A Dissenting Fission Shareholder delivering such a written statement may not withdraw its dissent and, at the Effective Time, will be deemed to have transferred to Fission all of its Dissent Shares (free of any Lien, Claims or encumbrances). Fission will pay to each Dissenting Fission Shareholder for the Dissent Shares the amount agreed on by Fission and the Dissenting Fission Shareholder. Either Fission or a Dissenting Fission Shareholder may apply to Court if no agreement on the amount to be paid for the Dissent Shares has been reached, and the Court may:

- (a) determine the fair value that the Dissent Shares had immediately before the passing of the Fission Arrangement Resolution, excluding any appreciation or depreciation in anticipation of the Fission Arrangement unless such exclusion would be inequitable, or order that such fair value be established by arbitration or by reference to the Director or a referee of the Court;
- (b) join in the application each other Dissenting Fission Shareholder who has not reached an agreement with Fission as to the amount to be paid for the Dissent Shares; or
- (c) make consequential orders and give directions it considers appropriate.

Dissenting Fission Shareholders who are ultimately entitled to be paid fair value for their Dissent Shares will be entitled to be paid such fair value and will not be entitled to any other payment or

consideration, including any payment or consideration that would be payable under the Fission Plan of Arrangement had they not exercised their Dissent Rights.

If a Dissenting Fission Shareholder fails to strictly comply with the requirements of the Dissent Rights set out in Section 190 of the CBCA, as modified by the Fission Interim Order, the Fission Final Order and the Fission Plan of Arrangement, it will lose its Dissent Rights, Fission will return to the Dissenting Fission Shareholder the certificate(s) representing the Dissent Shares that were delivered to Fission, if any, and, if the Fission Arrangement is completed, that Dissenting Fission Shareholder shall be deemed to have participated in the Fission Arrangement on the same terms as all other Fission Shareholders who are not Dissenting Fission Shareholders. Neither Fission nor Fission Spinco nor any other Person shall be required to recognize a Dissenting Fission Shareholder as a registered or beneficial owner of Fission Shares at or after the Effective Time, and at the Effective Time the names of such Dissenting Fission Shareholders shall be deleted from the register of holders of Fission Shares maintained by or on behalf of Fission.

Registered Fission Shareholders wishing to exercise the Dissent Rights should consult their legal advisers with respect to the legal rights available to them in relation to the Fission Arrangement and the Dissent Rights. Registered Fission Shareholders should note that the exercise of Dissent Rights can be a complex, time-consuming and expensive procedure.

The Fission Interim Order outlines certain events when Dissent Rights will cease to apply where such events occur before payment is made to the Dissenting Fission Shareholders of their face value of the Fission Shares surrendered (including if the Fission Arrangement Resolution does not pass or is otherwise not proceeded with). In such event, the Dissenting Fission Shareholders will be entitled to the return of the applicable share certificate(s), if any, and rights as a shareholder of Fission in respect of the applicable Fission Shares will be regained.

If, as of the Effective Date, the aggregate number of Fission Shares in respect of which Fission Shareholders have duly and validly exercised Dissent Rights exceeds 5% of the Fission Shares then outstanding, Fission is entitled, in its discretion, not to complete the Fission Arrangement. See *“The Fission Meeting – The Arrangement Agreement – Conditions to the Fission Arrangement and Alpha Arrangement Becoming Effective.”*

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of Blake, Cassels & Graydon LLP, counsel to Fission, the following is a summary of the principal Canadian federal income tax considerations under the Tax Act generally applicable to a Fission Shareholder who, for purposes of the Tax Act, holds Fission Shares and will hold New Fission Shares, and Fission Spinco Shares acquired pursuant to the Fission Arrangement, as capital property, deals at arm's length with each of Fission and Fission Spinco and is not affiliated with Fission or Fission Spinco. This summary assumes that a Fission Optionholder acquired their Fission Options in respect of, in the course of, or by virtue of such holder's employment with Fission or a person related to Fission.

Fission Shares generally will be considered capital property to a Fission Shareholder for purposes of the Tax Act unless the Fission Shareholder holds such Fission Shares in the course of carrying on a business of buying and selling securities or the Fission Shareholder has acquired or holds them in a transaction or transactions considered to be an adventure or concern in the nature of trade. In circumstances where Fission Shares may not otherwise constitute capital property to a particular holder who is resident in Canada for purposes of the Tax Act, such holder may be entitled to elect

that Fission Shares be deemed capital property by making an irrevocable election under subsection 39(4) of the Tax Act to deem every “Canadian security” (as defined in the Tax Act) owned by such holder in the taxation year of the election and in each subsequent taxation year to be capital property. Fission Shareholders contemplating such an election should first consult their own tax advisors. The election under subsection 39(4) of the Tax Act is not available in respect of Fission Options.

This summary is based on the current provisions of the Tax Act, the regulations thereunder (the “**Tax Regulations**”) in force on the date hereof, and counsel’s understanding of the current published administrative policies and assessing practices of the CRA. The summary takes into account all specific proposals to amend the Tax Act and the Tax Regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the “**Tax Proposals**”), and assumes that all Tax Proposals will be enacted in the form proposed. However, there is no certainty that the Tax Proposals will be enacted in the form currently proposed, if at all. The summary does not otherwise take into account or anticipate any changes in law, whether by judicial, governmental or legislative decision or action, or other changes in administrative policies or assessing practices of the CRA, nor does it take into account provincial, territorial or foreign income tax legislation or considerations, which may materially differ from Canadian federal income tax legislation or considerations.

This summary does not apply to Fission Shareholders which are “financial institutions” for the purposes of the market-to-market rules in the Tax Act, “specified financial institutions” or an interest in which would be a “tax shelter” or a “tax shelter investment” each as defined in the Tax Act. This summary also does not apply to a Fission Shareholder that has made a functional currency reporting election pursuant to the Tax Act. In addition, this summary does not address the tax considerations relevant to Fission Shareholders who acquired their shares on the exercise of an employee stock option. Such Fission Shareholders should consult their own tax advisors.

This summary also does not apply to holders of Fission Warrants.

Further, this summary is not applicable to a person that (i) is a corporation resident in Canada and (ii) is, or becomes as part of a transaction or event or series of transactions or events that includes the acquisition of Fission Shares, New Fission Shares or Fission Spinco Shares, controlled by a non-resident corporation for the purposes of the foreign affiliate dumping rules in section 212.3 of the Tax Act. Any such shareholder should consult its own tax advisor.

This summary is of a general nature only and is not exhaustive of all possible Canadian federal income tax considerations and is not intended to be, nor should it be construed to be, legal, business or tax advice or representations to any particular Fission Shareholder. Accordingly, Fission Shareholders should consult their own tax advisors with respect to their particular circumstances, including the application and effect of the income and other tax laws of any country, province, state or local tax authority.

For purposes of the Tax Act, all amounts relating to the acquisition, holding or disposition of Fission Shares, New Fission Shares or Fission Spinco Shares, including interest, dividends, adjusted cost base and proceeds of disposition must be converted into Canadian dollars based on the relevant exchange rate applicable on the effective date (as determined in accordance with the Tax Act) of the related acquisition, disposition or recognition of income.

Residents of Canada

This part of the summary is applicable only to Fission Shareholders and Fission Optionholders, who, for the purposes of the Tax Act and at all relevant times, are resident, or deemed to be resident, in Canada (a “**Resident Shareholders**” and “**Resident Optionholders**”, respectively). This part of the summary assumes that Resident Optionholders acquired Fission Options in respect of, in the course of, or by virtue of employment carried on in Canada and at all relevant times dealt at arm’s length with Fission.

Redesignation of Fission Shares as Class A Shares

Under the Tax Act, the redesignation of Fission Shares as Class A Shares is not a taxable event.

Exchange of Class A Shares for New Fission Shares and Fission Spinco Shares

The cost to a Resident Shareholder of Fission Spinco Shares acquired on the exchange of Class A Shares for New Fission Shares and Fission Spinco Shares will be equal to the Fair Market Value of the Fission Spinco Shares at the time of the exchange. The cost to a Resident Shareholder of New Fission Shares acquired on the exchange will be equal to the amount, if any, by which the adjusted cost base (“**ACB**”) of the Resident Shareholder’s Class A Shares immediately before the exchange exceeds the Fair Market Value of the Fission Spinco Shares received on the exchange. If the aggregate Fair Market Value of the Fission Spinco Shares received by a Resident Shareholder on the exchange exceeds the paid-up capital as determined for purposes of the Tax Act of the Class A Shares exchanged then the excess will generally be deemed to be a dividend received by the Resident Shareholder from Fission. See “*Dividends on Shares*” below for a general description of the treatment of dividends under the Tax Act including amounts deemed under the Tax Act to be received as dividends. A determination of whether a Resident Shareholder will be deemed to receive a dividend and the amount of any such dividend cannot be made at this time because it will be dependent on the Fair Market Value, on the Effective Date, of the Fission Spinco Shares distributed by Fission pursuant to the Arrangement and the paid-up capital of the Class A Shares on the Effective Date. Subsequent to the Effective Date, Fission will advise Fission Shareholders as to whether it believes a deemed dividend arose and the amount of any such deemed dividend by having such information posted on the Fission website at www.fissionuranium.com. However, this information will not be binding on the CRA.

On the exchange of Class A Shares for New Fission Shares and Fission Spinco Shares, a capital gain (or capital loss) may be realized by a Resident Shareholder equal to the amount by which (a) the aggregate of the cost of the Fission Spinco Shares and of the New Fission Shares received, determined as described above, less the amount of any dividend deemed to be received on the exchange, exceeds (or is less than) (b) the aggregate of the ACB of the Class A Shares exchanged and any reasonable costs of disposition. See “*Taxation of Capital Gains and Losses*” below.

Dividends on Shares

A Resident Shareholder who is an individual will be required to include in income any dividends received or deemed to be received on the Resident Shareholder’s Class A Shares, New Fission Shares or Fission Spinco Shares, and will be subject to the gross-up and dividend tax credit rules applicable to taxable dividends received from taxable Canadian corporations, including the enhanced gross-up and dividend tax credit rules applicable to any dividends designated by Fission or Fission Spinco, as the case may be, as “eligible dividends”, as defined in the Tax Act.

A Resident Shareholder that is a corporation will be required to include in income any dividend received or deemed to be received on the Resident Shareholder's Class A Shares, New Fission Shares or Fission Spinco Shares, but generally will be entitled to deduct an equivalent amount in computing its taxable income. Although no dividend is expected to be deemed to be received on the exchange of Class A Shares for New Fission Shares and Fission Spinco Shares under the Arrangement based on information provided to counsel by Fission, Resident Shareholders that are corporations may wish to consult their tax advisors on the tax consequences of deemed receipt of such a dividend including the potential application of subsection 55(2) of the Tax Act that may result in a portion or all of such deemed dividend being treated as a capital gain, depending on the circumstances.

A "private corporation" or a "subject corporation" (as defined in the Tax Act) may be liable under Part IV of the Tax Act to pay a refundable tax of 33 $\frac{1}{3}$ % on any dividend that it receives or is deemed to receive on Class A Shares, New Fission Shares or Fission Spinco Shares to the extent that the dividend is deductible in computing the corporation's taxable income.

Taxable dividends received by an individual or trust, other than certain specified trusts, may give rise to minimum tax under the Tax Act.

Exchange of Fission Options for New Fission Options

A Resident Optionholder will realize neither a capital gain nor a capital loss on the Arrangement as a result of the exchange of a Fission Option for a New Fission Option. Provided that the In-The-Money Amount of the New Fission Options immediately after the exchange does not exceed the In-The-Money Amount of the Fission Options immediately before the exchange, the exchange will not give rise to an employment benefit that would be required to be included in a Resident Optionholder's income. On exercise of New Fission Options to acquire New Fission Shares, a Resident Optionholder will have an employment benefit included in his or her income equal to the value of the New Fission Shares acquired at that time less the amount paid on the exercise of the New Fission Options to acquire such shares. Provided that certain conditions are met under the Tax Act, one-half of this employment benefit arising on the exercise of the New Fission Option may be deductible in computing a Fission Optionholder's taxable income.

Disposition of New Fission Shares and Fission Spinco Shares

A Resident Shareholder that disposes or is deemed to dispose of a New Fission Share or a Fission Spinco Share in a taxation year generally will realize a capital gain (or capital loss) equal to the amount by which the proceeds of disposition of the New Fission Share or Fission Spinco Share, as the case may be, exceed (or are less than) the sum of the Resident Shareholder's ACB of such New Fission Share or Fission Spinco Share, determined immediately before the disposition and any reasonable costs of disposition. See "*Taxation of Capital Gains and Losses*" below.

Taxation of Capital Gains and Losses

Generally, a Resident Shareholder will be required to include in computing its income for a taxation year one-half of the amount of any capital gain (a "**taxable capital gain**") realized by it in that year. A Resident Shareholder will generally be entitled to deduct one-half of the amount of any capital loss (an "**allowable capital loss**") realized in a taxation year from taxable capital gains realized by the Resident Shareholder in that year. Allowable capital losses in excess of taxable capital gains for a taxation year may be carried back to any of the three preceding taxation years or carried forward to

any subsequent taxation year and deducted against net taxable capital gains realized in such years to the extent and under the circumstances specified in the Tax Act.

Where a Resident Shareholder is a corporation, the amount of any capital loss arising on a disposition or deemed disposition of any share may be reduced by the amount of dividends received or deemed to have been received by it on such share to the extent and under the circumstances described in the Tax Act. Similar rules may apply where a corporation is a member of a partnership or a beneficiary of a trust that owns shares, or where a trust or partnership of which a corporation is a beneficiary or a member is a member of a partnership or a beneficiary of a trust that owns any shares.

A Resident Shareholder that is a “Canadian-controlled private corporation” (as defined in the Tax Act) may be required to pay an additional 6 $\frac{2}{3}$ % refundable tax on certain investment income, which includes taxable capital gains.

Capital gains realized by an individual or trust, other than certain specified trusts, may give rise to minimum tax under the Tax Act.

Minimum Tax

A Resident Shareholder who is an individual (including certain trusts) is subject to minimum tax under the Tax Act. This tax is computed by reference to adjusted taxable income. Eighty percent (80%) of capital gains (net of capital losses) and the actual amount of taxable dividends (not including any gross-up) are included in determining the adjusted taxable income of an individual. Any additional tax payable by an individual under the minimum tax provisions may be carried forward and applied against certain tax otherwise payable in any of the seven immediately following taxation years, to the extent specified by the Tax Act.

Dissenting Shareholders

A Resident Shareholder who is a Dissenting Shareholder (a “**Dissenting Resident Shareholder**”) who, consequent upon the exercise of Dissent Rights, disposes of Fission Shares in consideration for a cash payment from Fission will be deemed to have received a dividend from Fission equal to the amount by which the cash payment (other than any portion of the payment that is interest awarded by a court) exceeds the paid-up capital (computed for the purpose of the Tax Act) of the Dissenting Resident Shareholder’s Fission Shares. The balance of the payment (equal to the paid-up capital of the Dissenting Resident Shareholder’s Fission Shares) will be treated as proceeds of disposition. The Dissenting Resident Shareholder will also realize a capital gain (or capital loss) to the extent that the proceeds of disposition, net of any reasonable costs of base of disposition, exceed (or are less than) the ACB of the Dissenting Resident Shareholder’s Fission Shares. In certain circumstances, the full payment received by a Dissenting Resident Shareholder that is a corporation resident in Canada may be treated under the Tax Act as proceeds of disposition.

Any deemed dividend received by a Dissenting Resident Shareholder and any capital gain or capital loss realized by the Dissenting Resident Shareholder, will be treated in the same manner as described above under the headings “Dividends on Shares” and “*Taxation of Capital Gains and Losses*” above.

Interest awarded by a court to a Dissenting Resident Shareholder will be included in the holder’s income for purposes of the Tax Act.

Eligibility for Investment

The New Fission Shares and the Fission Spinco Shares to be issued pursuant to the Arrangement would, if issued on the date of this Information Circular, be “qualified investments” under the Tax Act for registered retirement savings plan (“**RRSP**”), a registered retirement income fund (“**RRIF**”), a deferred profit sharing plan, a registered education savings plan, a registered disability savings plan and a tax-free savings account (“**TFSA**”) (collectively, “**Registered Plans**”), provided such shares are listed on a “designated stock exchange” as defined for purposes of the Tax Act or Fission Spinco or Fission, as the case may be, is a “public corporation” as defined in the Tax Act. If the Fission Spinco Shares are not listed on a designated stock exchange at the time they are issued pursuant to the Arrangement, but such shares become listed on a designated stock exchange in Canada before the due date for Fission Spinco’s first income tax return and Fission Spinco makes the appropriate election under the Tax Act in that return, such shares will be considered qualified investments for Registered Plans from the date of issuance.

Notwithstanding the foregoing, a holder of New Fission Shares or Fission Spinco Shares will be subject to a penalty tax if the New Fission Shares or the Fission Spinco Shares, as the case may be, are held in a RRSP, RRIF or TFSA, as the case may be, and are “prohibited investments” for such RRSP, RRIF or TFSA under the Tax Act. However, New Fission Shares or Fission Spinco Shares, as the case may be, will not be prohibited investments for a RRSP, RRIF or TFSA, held by a particular holder or annuitant provided the holder or annuitant deals at arm’s length with Fission Spinco or Fission, as the case may be, for the purposes of the Tax Act, and does not have a “significant interest” (as defined in the Tax Act) in either Fission Spinco or Fission, as the case may be. In addition, pursuant to Tax Proposals, New Fission Shares or Fission Spinco Shares, as the case may be, will generally not be prohibited investments if the New Fission Shares or Fission Spinco Shares are “excluded property” as defined in the Tax Proposals. Shareholders should consult their own tax advisors as to whether New Fission Shares or Fission Spinco Shares will be prohibited investments in their particular circumstances, including with respect to whether the New Fission Shares or Fission Spinco Shares, as the case may be, would be “excluded property” as defined in the Tax Proposals.

Non-Residents of Canada

This part of the summary is applicable to Fission Shareholders and Fission Optionholders, who, for purposes of the Tax Act, have not been and will not be resident or deemed to be resident in Canada at any time while they have held or will hold Fission Shares, New Fission Shares, Fission Spinco Shares, Fission Options and New Fission Options and who do not use or hold, will not use or hold and are not and will not be, deemed to use or hold such Fission Shares, New Fission Shares, Fission Spinco Shares, Fission Options and New Fission Options in carrying on a business in Canada (a “**Non-Resident Shareholder**” and “**Non-Resident Optionholder**”, respectively). Special rules, which are not discussed in this summary, may apply to a non-resident that is an insurer carrying on business in Canada and elsewhere. This part of the summary assumes that Non-Resident Optionholders acquired their Fission Options in respect of, in the course of, and by virtue of employment carried on outside of Canada.

Redesignation of Fission Shares as Class A Shares

Under the Tax Act, the redesignation of Fission Shares as Class A Shares is not a taxable event.

Exchange of Class A Shares for New Fission Shares and Fission Spinco Shares

The cost to a Non-Resident Shareholder of Fission Spinco Shares acquired on the exchange of Class A Shares for New Fission Shares and Fission Spinco Shares will be equal to the Fair Market Value of the Fission Spinco Shares at the time of the exchange. The cost to a Non-Resident Shareholder of New Fission Shares acquired on the exchange will be equal to the amount, if any, by which the ACB of the Non-Resident Shareholder's Class A Shares immediately before the exchange exceeds the Fair Market Value of the Fission Spinco Shares received on the exchange. If the aggregate Fair Market Value of the Fission Spinco Shares received by a Non-Resident Shareholder on the exchange exceeds the paid-up capital as determined for purposes of the Tax Act of the Class A Shares exchanged then the excess will generally be deemed to be a dividend received by the Non-Resident Shareholder from Fission subject to withholding tax. See *"Dividends on Shares"* below for a general description of the treatment of dividends under the Tax Act including amounts deemed under the Tax Act to be received as dividends. A determination of whether a Non-Resident Shareholder will be deemed to receive a dividend and the amount of any such dividend cannot be made at this time because it will be dependent on the Fair Market Value, on the Effective Date, of the Fission Spinco Shares distributed by Fission pursuant to the Arrangement and the paid-up capital of the Class A Shares on the Effective Date. Subsequent to the Effective Date, Fission will advise Fission Shareholders as to whether it believes a deemed dividend arose and the amount of any such deemed dividend by having such information posted on the Fission website at www.fissionuranium.com. However, this information will not be binding on the CRA.

If Fission determines that a deemed dividend arose as a consequence of the Arrangement, Fission and Fission Spinco will be entitled to deduct and withhold from any consideration payable or otherwise deliverable to a Fission Shareholder (including the Fission Spinco Shares) such amounts as Fission or Fission Spinco is required or permitted to deduct and withhold under the Tax Act. To the extent that Fission or Fission Spinco is required to deduct and withhold from consideration that is not cash, including the Fission Spinco Shares, Fission or Fission Spinco is entitled to liquidate such consideration to the extent necessary in order to fund its deduction, withholding and remittance obligations (including any applicable interest and penalties). Any such sales may negatively impact the trading price of the Fission Spinco Shares (if listed). Any Fission Spinco Shares that are withheld and are not sold to realize sufficient net proceeds to fund withholding tax obligations (if any) will be distributed to the Non-Resident Shareholders.

On the exchange of Class A Shares for New Fission Shares and Fission Spinco Shares, a capital gain (or capital loss) may be realized by a Non-Resident Shareholder equal to the amount by which (a) the aggregate of the cost of the Fission Spinco Shares and of the New Fission Shares received, determined as described above, less the amount of any dividend deemed to be received on the exchange exceeds (or is less than) (b) the aggregate of the ACB of Fission Shares exchanged and any reasonable costs of disposition.

A Non-Resident Shareholder who participates in the Arrangement will not be subject to tax under the Tax Act on any capital gain realized on the exchange of Class A Shares for New Fission Shares and Fission Spinco Shares, provided that the Class A Shares are not "taxable Canadian property" (as defined in the Tax Act), as discussed below, to the Non-Resident Shareholder at the time of the exchange or an applicable income tax treaty or convention exempts the capital gain from tax under the Tax Act.

Fission Shares (including the redesignated Class A Shares), New Fission Shares or Fission Spinco Shares, respectively, will generally not constitute taxable Canadian property of a Non-Resident

Shareholder unless at any time during the 60-month period immediately preceding the disposition (i) the Non-Resident Shareholder, persons with whom the Non-Resident Shareholder did not deal at arm's length, partnerships in which the Non-Resident Shareholder or a person with whom the Non-Resident Shareholder did not deal at arm's length holds a membership interest, directly or indirectly, through one or more partnerships, or the Non-Resident Shareholder together with all such persons, owned or was considered to own 25% or more of the issued shares of any class or series of shares of the capital stock of the applicable corporation, and (ii) more than 50% of the Fair Market Value of the shares was derived directly or indirectly from one or any combination of real or immovable property situated in Canada, "Canadian resource properties", "timber resource properties" (each as defined in the Tax Act), and options in respect of, or interests in, or for civil law rights in, any such properties (whether or not such property exists). Shares may also be deemed to be "taxable Canadian property" pursuant to the Tax Act.

Dividends on Shares

Dividends paid or credited, or deemed to be paid or credited, on a Non-Resident Shareholder's Class A Shares, New Fission Shares or Fission Spinco Shares will be subject to withholding tax under the Tax Act at a rate of 25% unless the rate is reduced under the provisions of an applicable income tax treaty or convention. In the case of a beneficial owner of dividends who is a resident of the United States for purposes of the *Canada-US Tax Convention (1980)* and who is entitled to the benefits of that treaty, the rate of withholding will generally be reduced to 15%.

Exchange of Fission Options for New Fission Options

A Non-Resident Optionholder will realize neither a capital gain nor a capital loss on the Arrangement as a result of the exchange of Fission Options for New Fission Options. The exchange will not give rise to an employment benefit taxable in Canada to a Non-Resident Optionholder.

Dissenting Shareholders

A Non-Resident Shareholder who exercises Dissent Rights and disposes of Fission Shares to Fission in consideration for a cash payment from Fission will realize a dividend and a capital gain or loss in the same manner as discussed above under "*Certain Canadian Federal Income Tax Considerations – Residents of Canada – Dissenting Shareholders*".

A Non-Resident Shareholder who is a Dissenting Shareholder will not be subject to tax under the Tax Act on any capital gain realized on the disposition of Fission Shares to Fission, provided that the Fission Shares are not "taxable Canadian property" (as defined in the Tax Act), as discussed above under "*Exchange of Class A Shares for New Fission Shares and Fission Spinco Shares*", to the Non-Resident Shareholder at the time of the disposition or an applicable income tax treaty or convention exempts the capital gain from tax under the Tax Act.

Interest (if any) awarded by a court to a dissenting Non-Resident Shareholder generally should not be subject to withholding tax under the Tax Act.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

NOTICE PURSUANT TO TREASURY DEPARTMENT CIRCULAR 230: NOTHING CONTAINED IN THIS INFORMATION CIRCULAR CONCERNING ANY U.S. FEDERAL TAX ISSUE IS INTENDED OR WRITTEN TO BE USED, AND IT CANNOT BE USED, BY A U.S. HOLDER OR ANY OTHER PERSON, FOR THE PURPOSE OF AVOIDING U.S. FEDERAL TAX PENALTIES UNDER THE

CODE. ALL DISCUSSIONS OF U.S. FEDERAL TAX ISSUES CONTAINED IN THIS INFORMATION CIRCULAR WERE WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE FISSION ARRANGEMENT AND ALPHA ARRANGEMENT OR MATTERS ADDRESSED BY THIS INFORMATION CIRCULAR. EACH U.S. HOLDER SHOULD SEEK U.S. FEDERAL TAX ADVICE, BASED ON SUCH U.S. HOLDER'S PARTICULAR CIRCUMSTANCES, FROM AN INDEPENDENT TAX ADVISOR.

The following is a summary of certain U.S. federal income tax consequences to U.S. Holders (as defined below) of the exchange of Fission Shares for New Fission Shares and Fission Spinco Shares, as described in the Arrangement Agreement (the "**Fission Arrangement**"). This summary is based upon U.S. Tax Laws as in effect on the date of this Information Circular. U.S. Tax Laws could be changed in a material and adverse manner at any time, and any such change could be applied on a retroactive basis which could affect the U.S. federal income tax consequences described in this summary. This summary does not discuss the potential effects, whether adverse or beneficial, of any proposed legislation that, if enacted, could be applied on a retroactive basis.

Unless otherwise indicated, this summary applies only to U.S. Holders that hold Fission Shares, and that will hold any New Fission Shares and Fission Spinco Shares received in connection with the Fission Arrangement, as capital assets (generally, property held for investment) within the meaning of section 1221 of the Code.

This summary is not binding upon the IRS and no opinion of counsel or rulings from the IRS have been or will be sought or obtained regarding any matters discussed in this summary. There can be no assurance that one or more of the positions taken in this summary will not be challenged by the IRS or upheld by a U.S. court.

This summary does not address U.S. federal income tax consequences applicable to U.S. Holders that may be subject to special tax rules, including:

1. banks, financial institutions or insurance companies;
2. real estate investment trusts, regulated investment companies or grantor trusts;
3. tax-exempt organizations, qualified retirement plans, individual retirement accounts, or other tax-deferred accounts;
4. brokers or dealers in securities or currencies;
5. traders in currencies or securities that use a mark-to-market method of accounting;
6. persons that hold Fission Shares, or that will hold Fission Spinco Shares or New Fission Shares as a part of a hedging, integrated or conversion transaction or a straddle, or as part of any other risk reduction transaction;
7. persons who own (or have owned at any time during the five-year period ending on the Effective Date), or are deemed to own (or are deemed to have owned at any time during the five-year period ending on the Effective Date) 10% or more, by voting power or value, of Fission;
8. U.S. expatriates or former long-term residents of the United States;

9. U.S. Holders subject to the U.S. alternative minimum tax;
10. U.S. Holders with a functional currency other than the U.S. Dollar; or
11. U.S. Holders who acquired their Fission Shares through the exercise of stock options or otherwise as compensation.

This summary is intended for general information purposes only and does not take into account the individual facts and circumstances of any particular U.S. Holder that may affect the U.S. federal income tax consequences to such U.S. Holder. This summary does not discuss or take into account any U.S. federal estate, gift, generation-skipping transfer tax or alternative minimum tax considerations, any U.S. state or local tax considerations or any non-U.S. tax considerations.

For purposes of this summary, the term “U.S. Holder” means a beneficial owner of Fission Shares or a beneficial owner of Fission Spinco Shares or New Fission Shares received in the Fission Arrangement, that is:

- (i) a citizen or individual resident of the United States for U.S. federal income tax purposes;
- (ii) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state within the United States, or the District of Columbia;
- (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- (iv) a trust, if (i) a U.S. court is able to exercise primary supervision over the trust’s administration and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust, or (ii) in the case of a trust that was in existence on August 20, 1996 and was validly treated as a domestic trust, a valid election is in place under applicable U.S. Treasury Regulations to treat such trust as a domestic trust.

A “non-U.S. Holder” means a beneficial owner of Fission Shares, or a beneficial owner of Fission Spinco Shares or New Fission Shares received in the Fission Arrangement that is not a U.S. Holder.

This summary does not address the U.S. federal income tax consequences applicable to non-U.S. Holders arising from the Fission Arrangement or the ownership and disposition of Fission Spinco Shares or New Fission Shares received in the Fission Arrangement or the tax consequences to any holder of Fission Options or Fission Warrants. Accordingly, a non-U.S. Holder of Fission Shares, Fission Spinco Shares or New Fission Shares, and any holder of Fission Options or Fission Warrants, should consult its own tax advisors regarding all U.S. federal, state and local tax consequences, and non-U.S. tax consequences (including the potential application of and operation of any income tax treaties), relating to the Fission Arrangement and the ownership and disposition of Fission Spinco Shares and New Fission Shares received pursuant to the Fission Arrangement.

If a partnership (or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds Fission Shares, the U.S. federal income tax treatment of a partner in such partnership generally will depend on the status of the partner and the activities of the partnership. Fission urges any such partnership or partner to consult its tax advisor.

Exchange of Fission Shares for New Fission Shares and Fission Spinco Shares

The exchange of Fission Shares for New Fission Shares and Fission Spinco Shares is not expected to qualify as a nonrecognition transaction for U.S. federal income tax purposes. Accordingly, subject to application of the PFIC rules discussed below (including the discussion of “*Indirect PFIC Shareholders*”), a U.S. Holder will be required to include in income as a distribution the fair market value of the Fission Spinco Shares received by such U.S. Holder in the Fission Arrangement. See “*General Taxation of Distributions*” below. A U.S. Holder’s adjusted tax basis in the Fission Spinco Shares will be equal to the fair market value of such shares at the time of the exchange, and a U.S. Holder’s adjusted tax basis in the New Fission Shares will be equal to such U.S. Holder’s adjusted tax basis in the Fission Shares immediately before the exchange, reduced by the portion, if any, of the fair market value of the Fission Spinco Shares distributed to such U.S. Holder that is treated as a tax-free return of capital. See “*General Taxation of Distributions*” below. A U.S. Holder’s holding period for the New Fission Shares will include such U.S. Holder’s holding period for the Fission Shares exchanged therefor and the holding period for the Fission Spinco Shares will begin on the date of the exchange.

Dissenting Shareholders

A U.S. Holder who is a Dissenting Shareholder who, upon exercising Dissent Rights, disposes of all of such U.S. Holder’s Fission Shares for a cash payment from Fission will, subject to application of the PFIC rules discussed below (including the discussion of “*Indirect PFIC Shareholders*”), recognize capital gain or loss in an amount equal to the difference, if any, between (a) the amount of cash received and (b) the U.S. Holder’s adjusted tax basis in the Fission Shares disposed of. Subject to application of the PFIC rules discussed below, such gain or loss will be long-term capital gain or loss if the U.S. Holder’s holding period for the Fission Shares is greater than one year. Subject to the PFIC rules discussed below, any such long-term capital gain would be subject to preferential tax rates for a U.S. Holder that is an individual, estate, or trust. There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. Deductions for capital losses are subject to limitation. Any gain or loss that a U.S. Holder recognizes generally will be treated as U.S. source gain or loss for foreign tax credit purposes. Notwithstanding the foregoing, a U.S. Holder who is a Dissenting Shareholder who, upon exercising Dissent Rights, disposes of all of such U.S. Holder’s Fission Shares actually owned by such U.S. Holder but continues to constructively own New Fission Shares, by application of Section 318 of the Code, may, subject to the PFIC rules discussed below, recognize capital gain or loss as described above, or may be treated as receiving a distribution from Fission (See “*Passive Foreign Investment Company Considerations*” and “*General Taxation of Distributions*” below).

Passive Foreign Investment Company Considerations

A non-U.S. corporation will be classified as a PFIC for U.S. federal income tax purposes in any taxable year in which, after applying certain look-through and related person rules, (i) 75% or more of the corporation’s gross income for such taxable year is passive income or (ii) on average for such taxable year, 50% or more of the value of assets held by the corporation either produce passive income or are held for the production of passive income. “Passive income” includes dividends, interest, certain rents and royalties, certain gains from the sale of stock and securities, and certain gains from commodities transactions. Among other special rules, income from working capital, such as interest, generally is considered passive income. In determining whether or not it is classified as a PFIC, a non-U.S. corporation is required to take into account its pro rata portion of the income and assets of each corporation in which it owns, directly or indirectly, at least a 25% interest by value. If a U.S. Holder holds stock in a non-U.S. corporation for any taxable year during which the corporation is classified as a PFIC, then the corporation will continue to be classified as a PFIC with

respect to such U.S. Holder for any subsequent taxable year during which the U.S. Holder continues to hold stock in the corporation, unless an exception applies.

Based on the income, assets and business to date of Fission and its Subsidiaries, Fission and its non-U.S. Subsidiaries may be classified for U.S. federal income tax purposes as PFICs for the current taxable year and in future taxable years. It is also anticipated that Fission Spinco may be classified as a PFIC for the current taxable year and that it may be classified as a PFIC in future taxable years. The discussion below assumes that Fission, its non-U.S. Subsidiaries, and Fission Spinco will be classified as PFICs. Each U.S. Holder should consult its own tax advisor regarding whether Fission and Fission Spinco, and their respective non-U.S. Subsidiaries, are classified as PFICs for any taxable year.

PFIC Special Tax Regime

In general, under the PFIC rules, unless a U.S. Holder of a PFIC makes a timely election to treat the PFIC as a “qualified electing fund”, or a QEF, or a mark-to-market election (see below), a special tax regime (the “PFIC Special Tax Regime”) will apply to both (i) any “excess distribution” (generally, the ratable portion of distributions in any year which are greater than 125% of the average annual distribution received by the U.S. Holder in the shorter of the three preceding years or the U.S. Holder’s holding period) received with respect to the shares of the PFIC and (ii) any gain realized on the sale or other disposition (including dispositions and certain other events that would not otherwise be treated as taxable events) of the shares of the PFIC. Under the PFIC Special Tax Regime, (i) any excess distribution and realized gain will be treated as if it had been realized ratably over the U.S. Holder’s holding period of the PFIC stock, (ii) the amount deemed realized in the current year or any pre-PFIC year will be taxable as ordinary income, (iii) the amount deemed realized in each prior PFIC year will be subject to tax at the highest marginal rate applicable in such year to ordinary income, and (iv) an interest charge at the rate generally applicable to underpayments of U.S. federal income tax will be imposed on such prior-PFIC period tax as if the tax were payable in those years.

Indirect PFIC Shareholders

If a PFIC owns shares of another non-U.S. corporation that is a PFIC (a “**Subsidiary PFIC**”), under certain indirect ownership rules, a disposition of the shares of the Subsidiary PFIC by the parent corporation will generally be treated as an indirect disposition of the Subsidiary PFIC by a U.S. Holder of the parent corporation and subject to the rules discussed above. It is possible that under these rules U.S. Holders could recognize gain from having indirectly disposed of Fission Spinco Shares in connection with the Fission Arrangement. Similarly, a distribution received by the parent corporation from the Subsidiary PFIC generally will be treated as an indirect distribution received by a U.S. Holder. Basis adjustments and other rules apply to prevent a U.S. Holder from being taxed twice on an amount previously taxed under the indirect ownership rules.

QEF Election

A U.S. Holder that makes a timely QEF election will recognize capital gain or loss on the sale or other taxable disposition of shares of the PFIC and will not be subject to the PFIC Special Tax Regime with respect to any excess distributions or dispositions of the shares. Instead, a U.S. Holder that makes a QEF election with respect to shares of a PFIC will be subject to U.S. federal income tax on such U.S. Holder’s pro rata share of (i) the PFIC’s net capital gain (which will be taxed as long-term capital gain to such U.S. Holder), and (ii) the PFIC’s ordinary earnings (which will be taxed as ordinary income to such U.S. Holder) regardless of whether such amounts are actually distributed

to the U.S. Holder. However, a U.S. Holder that makes a QEF election may, subject to certain limitations, elect to defer payment of current U.S. federal income tax on such amounts, subject to an interest charge. If such U.S. Holder is not a corporation, any such interest paid will be treated as “personal interest,” which is not deductible.

A U.S. Holder who makes a QEF election will be required to comply with certain information reporting requirements, failure to comply with which may result in the QEF election being invalidated. U.S. Holders should be aware that there can be no assurance that either of Fission or Fission Spinco, if it were classified as a PFIC, will supply the information and statements necessary for the U.S. Holder to make and maintain a valid QEF election.

Any amounts distributed by the PFIC out of earnings previously included in the income of a U.S. Holder with a QEF election in effect generally are not taxable (although the shareholder may recognize ordinary income or loss attributable to foreign currency exchange rate fluctuations between the time of the previous income inclusion and the time of the actual distribution). Such U.S. Holder’s tax basis in its shares of the PFIC is increased by the amount of any income inclusions reported by such U.S. Holder under the QEF rules, and is decreased by any distributions received from the PFIC that are treated as previously-taxed earnings.

To be considered timely for this purpose, a QEF election must be made for the first tax year in the U.S. Holder’s holding period in which the non-U.S. corporation qualified as a PFIC (or a deemed sale election must be made, as described below).

Generally, in order for a U.S. Holder that makes a QEF election for a year that is not the first year in the U.S. Holder’s holding period in which the non-U.S. corporation qualified as a PFIC to avoid being subject to the PFIC Special Tax Regime, the U.S. Holder must also make a “deemed sale election”. A deemed sale election requires that the U.S. Holder recognize any gain (but not loss) that the U.S. Holder would have realized on a sale of such U.S. Holder’s stock in the corporation for its fair market value (i) on the first day of the shareholder’s tax year with respect to which the accompanying QEF election is made, if the corporation was still a PFIC for such year, or (ii) on the last day of the most recent taxable year of the corporation in which it was classified as a PFIC, if the corporation lost its PFIC status in the subsequent taxable year. The adjusted tax basis of the U.S. Holder’s shares will be increased by the amount of gain recognized by the U.S. Holder on a deemed sale election. U.S. Holders are urged to consult their own tax advisors regarding the potential application of the PFIC rules or the availability of the QEF election.

Mark-to-Market Election

A U.S. Holder is permitted to make a mark-to-market election with respect to the shares of a PFIC only if the shares are “marketable stock”. Shares generally will be “marketable stock” if the shares are “regularly traded” on a qualified exchange or other market. A class of shares will be treated as regularly traded in any calendar year in which more than a *de minimis* quantity of the shares are traded on a qualified exchange on at least 15 days during each calendar quarter. The TSX-V may qualify as a “qualified exchange” for this purpose.

If a U.S. Holder makes the mark-to-market election, for each year in which the non-U.S. corporation is a PFIC, the U.S. Holder generally will include as ordinary income the excess, if any, of the fair market value of the shares at the end of the taxable year over their adjusted tax basis, and will be permitted an ordinary loss in respect of the excess, if any, of the adjusted tax basis of the shares over their fair market value at the end of the taxable year (but only to the extent of the net amount of

previously included income as a result of the mark-to-market election). If a U.S. Holder makes the mark-to-market election, the U.S. Holder's tax basis in the shares will be adjusted to reflect any such income or loss amounts. Any gain recognized on the sale or other disposition of the shares will be treated as ordinary income.

Although a U.S. Holder may be eligible to make a mark-to-market election with respect to Fission Shares or Fission Spinco Shares, as applicable, no such election may be made with respect to the stock of any Subsidiary PFIC that such U.S. Holder is treated as owning. Hence, the mark-to-market election may not be effective to eliminate the PFIC Special Tax Regime described above with respect to any Subsidiary PFIC.

The PFIC rules are complex. Each U.S. Holder should consult its tax advisor regarding application and operation of the PFIC rules, including the availability and advisability of, and procedure for, making the QEF election and mark-to-market election.

Ownership of New Fission Shares and Fission Spinco Shares

The following is a summary of certain material U.S. federal income tax consequences arising from the ownership of New Fission Shares and Fission Spinco Shares by a U.S. Holder who receives such shares in the Fission Arrangement.

General Taxation of Distributions

Each of Fission and Fission Spinco may be a PFIC for its current taxable year and may be classified as a PFIC in future taxable years. The following discussion assumes each of Fission and Fission Spinco will be treated as a PFIC. Based on this assumption, any excess distributions received by a U.S. Holder with respect to New Fission Shares or Fission Spinco Shares will be subject to the rules of the PFIC Special Tax Regime described above unless the U.S. Holder makes a timely QEF or mark-to-market election. See "*Passive Foreign Investment Company Considerations*" above for a description of the requirements and effects of such elections. There can be no assurance that Fission or Fission Spinco will provide U.S. Holders with the information necessary to comply with the QEF election filing requirements.

General U.S. federal income tax rules, rather than the PFIC Special Tax Regime, will apply to distributions that are not treated as excess distributions under the PFIC rules. Thus, a U.S. Holder that receives a distribution from Fission or a distribution from Fission Spinco that is not an excess distribution will be required to include the amount of such distribution in gross income as a dividend to the extent of the current and accumulated earnings and profits of Fission or Fission Spinco (as the case may be), without reduction for any Canadian income tax withheld from such distribution. Dividends received from Fission or Fission Spinco will be included in gross income as ordinary income and generally will not be eligible for the reduced rates applicable under current U.S. Tax Laws to certain qualifying foreign dividends. Dividends paid by Fission and Fission Spinco will not be eligible for the dividends received deduction allowed to certain dividends received by a corporate U.S. Holder. To the extent that a distribution exceeds current and accumulated earnings and profits, such distribution will be treated (i) first, as a tax-free return of capital to the extent of a U.S. Holder's tax basis in the Fission or Fission Spinco shares, as applicable, and (ii) thereafter as gain from the sale or exchange of such shares. The dividend rules are complex, and each U.S. Holder should consult its own tax advisor regarding the dividend rules.

A U.S. Holder that pays (whether directly or through withholding) Canadian income tax with respect to distributions received from Fission or Fission Spinco generally will be entitled, at the election of

such U.S. Holder, to receive either a deduction or a foreign tax credit for such Canadian income tax paid. Dividends will be treated as foreign source dividends and generally will be “passive category” income but could, in certain circumstances, be “general category” income for foreign tax credit purposes. Complex limitations apply to the foreign tax credit, and each U.S. Holder should consult its tax advisor regarding the foreign tax credit rules.

Disposition of New Fission Shares or Fission Spinco Shares

A U.S. Holder will recognize gain or loss on the sale or other taxable disposition of New Fission Shares or Fission Spinco Shares, including any taxable disposition by Fission of New Fission Shares or Fission Spinco Shares on behalf of a U.S. Holder to satisfy such U.S. Holder’s withholding tax obligations, in an amount equal to the difference, if any, between (a) the amount of cash plus the fair market value of any property received and (b) the U.S. Holder’s adjusted tax basis in the shares sold or otherwise disposed of. Such gain or loss will be long-term capital gain or loss if the shares have been held for more than one year. However, if a U.S. Holder does not make a QEF election or mark-to-market election with respect to the Fission or Fission Spinco Shares, as the case may be, then any gain recognized with respect to a sale or other taxable disposition of the Fission or Fission Spinco Shares will be subject to the PFIC Special Tax Regime and will not qualify for long-term capital gain treatment. Preferential tax rates apply to long-term capital gains of a U.S. Holder that is an individual, estate, or trust and that is not subject to the PFIC Special Tax Regime (e.g., in the case of a U.S. Holder who made a timely QEF election with respect to Fission and Fission Spinco Shares.) There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. Deductions for capital losses are subject to limitation. Any gain or loss that a U.S. Holder recognizes generally will be treated as U.S. source gain or loss for foreign tax credit purposes.

Foreign Currency

The amount of a distribution or proceeds from a sale of shares paid to a U.S. Holder in foreign currency generally will be equal to the U.S. dollar value of such distribution or proceeds based on the exchange rate applicable on the date of receipt. A U.S. Holder that does not convert foreign currency received as a distribution or an amount realized from a sale of shares into U.S. dollars on the date of receipt generally will have a tax basis in such foreign currency equal to the U.S. dollar value of such foreign currency on the date of receipt. Such a U.S. Holder generally will recognize U.S. source ordinary income or loss on the subsequent sale or other taxable disposition of such foreign currency (including an exchange for U.S. dollars).

Recent Legislative Developments

For taxable years beginning after December 31, 2012, an additional 3.8% tax is imposed on, among other things, dividends and capital gains recognized by certain U.S. Holders who are individuals, estates or trusts. In addition, recent legislation requires certain U.S. Holders who are individuals that hold certain foreign financial assets (which may include New Fission Shares or Fission Spinco Shares) to report information relating to such assets, subject to certain exceptions. U.S. Holders should consult their tax advisors regarding the effect, if any, of this legislation on their tax consequences from the Fission Arrangement and their ownership and disposition of Fission Spinco Shares or New Fission Shares.

U.S. HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE U.S. FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES OF THE FISSION

ARRANGEMENT, ACQUISITION, OWNERSHIP, AND DISPOSITION OF FISSION SHARES, FISSION CLASS A SHARES, FISSION SPINCO SHARES AND NEW FISSION SHARES, AS MAY APPLY TO THEIR PARTICULAR CIRCUMSTANCES. THE U.S. INCOME TAX CONSEQUENCES OF THE FISSION ARRANGEMENT WILL NOT BE THE SAME FOR ALL U.S. HOLDERS AND IN VIEW OF THE COMPLEXITY OF BOTH THE CANADIAN AND THE UNITED STATES TAX LAWS, IT IS ASSUMED THAT EACH U.S. HOLDER HAS OBTAINED INDEPENDENT ADVICE FROM HIS OR HER OWN TAX ADVISOR.

Backup Withholding

Fission and Fission Spinco may be required in certain circumstances to withhold U.S. federal income tax (called "backup withholding") on certain payments paid to non-corporate U.S. Holders who do not furnish their correct taxpayer identification number (in the case of individuals, their social security number) and certain certifications (generally on an IRS Form W-9), or who are otherwise subject to backup withholding. Backup withholding is not an additional tax. Any amounts withheld from payments made to a U.S. Holder may be refunded or credited against the U.S. Holder's U.S. federal income tax liability, if any, provided that the required information is timely furnished to the IRS.

Information Filing

Each U.S. Holder generally must file IRS Form 8621 reporting distributions received and gain realized with respect to each PFIC in which the U.S. Holder holds a direct or indirect interest. In addition, U.S. Holders must file such other annual information as may be required by the U.S. Treasury Department in subsequent guidance. Each U.S. Holder should consult its tax advisor regarding these and any other applicable information or other reporting requirements.

INFORMATION CONCERNING FISSION

Fission is a Canadian based resource company specializing in the strategic acquisition, exploration and development of uranium properties and is headquartered in Kelowna, British Columbia. Fission has exploration interests in the eastern part of the Athabasca Basin in Saskatchewan, including a 50% interest in the PLS Property, as well as a 100% interest in the North Shore project in Alberta and a 100% interest in the Macusani project in Peru. Fission Shares are listed on the TSX-V under the symbol "FCU". Information regarding Fission before and after the Fission Arrangement and the Alpha Arrangement is contained in Appendix "D" to this Circular.

INFORMATION CONCERNING FISSION SPINCO

Fission Spinco is currently a wholly-owned subsidiary of Fission that has been formed to acquire and hold the Fission Spinco Properties. The registered and records office of Fission Spinco is located at Suite 2600 – 595 Burrard Street, Vancouver, British Columbia V7X 1L3. Upon completion of the Fission Arrangement and the Alpha Arrangement, Fission Spinco expects that it will be a reporting issuer in British Columbia and Alberta and will hold the Fission Spinco Properties and approximately \$3 million in cash. An application will be made for listing of the Fission Spinco Shares on the TSX-V. Any listing will be subject to meeting TSX-V original listing requirements and there is no assurance such a listing will be obtained.

Upon completion of the Fission Arrangement and Alpha Arrangement, each Fission Shareholder will become a shareholder of Fission Spinco. Information relating to Fission Spinco after the Fission Arrangement and Alpha Arrangement is contained in Appendix "E" to this Circular.

PARTICULARS OF OTHER MATTERS TO BE ACTED UPON

Approval of Fission Spinco Stock Option Plan

As the Fission Option Plan will not carry forward to Fission Spinco, and in contemplation of the Fission Arrangement becoming effective, the directors of Fission Spinco have adopted the Fission Spinco Option Plan. At the Fission Meeting, Fission Shareholders will be asked to approve and ratify the Fission Spinco Option Plan. The Fission Spinco Option Plan was approved by the board of directors of Fission Spinco on October 25, 2013.

Summary of Spinco Option Plan

Fission Spinco has adopted the Fission Spinco Option Plan in order to provide incentive compensation to directors, officers, employees and consultants of Spinco and its subsidiaries as well as to assist Fission Spinco and its subsidiaries in attracting, motivating and retaining qualified directors, management personnel and consultants. The purpose of the Fission Spinco Option Plan is to provide additional incentive for participants' efforts to promote the growth and success of the business of Fission Spinco. The Fission Spinco Option Plan will be administered by Fission Spinco's directors, or committee thereof, which will designate, from time to time, the recipients of grants and the terms and conditions of each grant, in each case in accordance with applicable Securities Laws and stock exchange requirements.

The terms of Fission Spinco Option Plan are the same as those of the Fission Option Plan, described above. The description is qualified in its entirety by reference to the full text of the Fission Spinco Option Plan which is available for review at the Fission Meeting and prior thereto at Fission's offices.

Upon completion of the Fission Arrangement, no Fission Spinco Options will have been granted under the Fission Spinco Option Plan. If the Fission Spinco Option Plan is approved by Shareholders, 15,150,227 Spinco Options will be available for grant, which will represent 10% of the issued and outstanding Spinco Shares at the time of completion of the Fission Arrangement.

At the Fission Meeting, Fission Shareholders will be asked to pass a resolution in substantially the following form:

"BE IT RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. subject to regulatory approval, the Fission Spinco Option Plan in the form presented to this Fission Meeting, be and is hereby approved;
2. Fission Spinco is authorized to make such amendments to the Fission Spinco Option Plan from time to time as the board of directors of Fission Spinco may, in its discretion, consider to be appropriate, provided that such amendments will be subject to the approval of applicable regulatory authorities and must be in accordance with the terms of the Fission Spinco Option Plan; and
3. the approval of the Fission Spinco Option Plan by the board of directors of Fission Spinco is hereby ratified and confirmed and any one or more directors or officers of Fission Spinco be and is hereby authorized to execute any other documents as such one or more directors or officers deems necessary to give effect to the foregoing resolutions."

Recommendation of the Directors

The board of directors of Fission Spinco has reviewed the Fission Spinco Option Plan and concluded that the Fission Spinco Option Plan is fair and reasonable to the Fission Shareholders and in the best interests of Fission and Fission Spinco. Management of Fission recommends that Fission Shareholders vote **in favour** of the foregoing resolutions to approve the Fission Spinco Option Plan. Unless such authority is withheld, the Persons named in the enclosed Proxy intend to vote in favour of the approval of the foregoing resolutions.

OTHER MATTERS

Management of Fission is not aware of any matters to come before the Fission Meeting other than as set forth in the Notice of Meeting that accompanies this Circular. If any other matter properly comes before the Fission Meeting, it is the intention of the Persons named in the enclosed Form of Proxy to vote the Fission Shares represented thereby in accordance with their best judgment on such matter.

INTEREST OF EXPERTS

To the best of Fission's knowledge, as at the date hereof, Blake, Cassels & Graydon LLP, being companies, partnerships or Persons who have prepared certain sections of this Circular, or are named as having prepared or certified a report, statement or opinion in or incorporated by reference in this Circular, or any director, officer, employee or partner thereof, as applicable, have not received a direct or indirect interest in a property of Fission or Fission Spinco or any associate or affiliate thereof.

As of the date hereof, the partners and associates of Blake Cassels & Graydon LLP as a group beneficially owned, directly or indirectly, less than one percent of the Fission Shares and less than one percent of the Fission Spinco Shares.

None of the aforementioned Persons nor any directors, officers, employees and partners, as applicable, of each of the aforementioned companies and partnerships, is currently expected to be elected, appointed or employed as a director, officer or employee of Fission or Fission Spinco or any associate or affiliate of Fission or Fission Spinco.

PricewaterhouseCoopers LLP are the auditors for Fission. PricewaterhouseCoopers LLP has confirmed that they are independent with respect to Fission within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of British Columbia.

ADDITIONAL INFORMATION

Additional information relating to the Company is on SEDAR at www.sedar.com. Shareholders may contact the Company to request copies of financial statements and MD&A at the following address: Suite 700 – 1620 Dickson Avenue, Kelowna, British Columbia, Canada, V1Y 9Y2.

Financial information is provided in Fission's financial statements and MD&A for its most recently completed financial year which are filed on SEDAR.

APPROVAL OF DIRECTORS

The contents and sending of this Circular, including the Notice of Meeting, have been approved and authorized by the Fission Board.

October 29, 2013

BY ORDER OF THE BOARD OF DIRECTORS

(Signed) Ross McElroy
President, COO and Director

APPENDIX "A"
FISSION ARRANGEMENT RESOLUTION

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The arrangement (the "**Arrangement**") under Section 192 of the Canada Business Corporations Act (the "**CBCA**") involving Fission Uranium Corp. ("**Fission**"), all as more particularly described and set forth in the Management Proxy Circular (the "**Proxy Circular**") of Fission dated October 29, 2013, accompanying the notice of this meeting (as the Arrangement may be modified or amended), is hereby authorized, approved and adopted;
2. The Plan of Arrangement, as it may be or has been amended (the "**Plan of Arrangement**"), involving Fission and implementing the Arrangement, the full text of which is set out in Appendix B to the Proxy Circular, is hereby authorized, approved and adopted;
3. The arrangement agreement (the "**Arrangement Agreement**") between Fission and Alpha Minerals Inc., dated September 17, 2013 and all the transactions contemplated therein, the actions of the directors of Fission in approving the Arrangement and the actions of the officers of Fission in executing and delivering the Arrangement Agreement and any amendments thereto are hereby confirmed, ratified, authorized and approved;
4. Notwithstanding that this resolution has been passed (and the Arrangement adopted) or that the Arrangement has been approved by the Court of Queen's Bench of Alberta, the directors of Fission are hereby authorized and empowered, without further notice to, or approval of, any securityholders of Fission:
 - (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or
 - (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement;
5. Any one or more directors or officers of Fission is hereby authorized, for and on behalf and in the name of Fission, to execute and deliver, whether under corporate seal of Fission or not, all such agreements, applications, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:
 - (a) all actions required to be taken by or on behalf of Fission, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
 - (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by Fission;
 - (c) such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing."

APPENDIX “B”
FISSION PLAN OF ARRANGEMENT
PLAN OF ARRANGEMENT UNDER
SECTION 192 OF THE CANADA *BUSINESS CORPORATIONS ACT*

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

- (a) **“Arrangement”** means an arrangement under section 192 of the CBCA on the terms and conditions set forth in this Plan of Arrangement, subject to any amendment or variation thereto made in accordance with the terms of the Arrangement Agreement, the Plan of Arrangement, or at the direction of the Court in the Final Order;
- (b) **“Arrangement Agreement”** means the arrangement agreement dated as of September 17, 2013 between Fission and Alpha to which this Plan of Arrangement is attached as Schedule C, as may be supplemented or amended from time to time;
- (c) **“Arrangement Resolution”** means the special resolution of Fission Securityholders approving the Arrangement.
- (d) **“Arrangement Provisions”** means Section 192 of the CBCA;
- (e) **“Asset Purchase Agreement”** means the agreement to be entered into between Fission and Fission Spinco pursuant to which Fission Spinco acquires Fission’s interest in the assets listed on Exhibit I to this Plan of Arrangement;
- (f) **“Assumption Agreement”** means the agreement to be entered into between Fission and Fission Spinco pursuant to which Fission Spinco will assume the Fission Assumed Spinco Liabilities;
- (g) **“Board of Directors”** means the current and existing Board of Directors of Fission;
- (h) **“Business Day”** means a day which is not a Saturday, Sunday or a statutory or civic holiday in Calgary, Alberta or Vancouver, British Columbia;
- (i) **“Class A Shares”** means the renamed and redesignated Fission Shares as described in section 3.1 of this Plan of Arrangement;
- (j) **“Certificate of Arrangement”** means the certificate giving effect to the Arrangement issued by the Director pursuant to Section 192(7) of the CBCA;
- (k) **“CBCA”** means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended;
- (l) **“Court”** means the Court of Queen’s Bench of Alberta;
- (m) **“Dissent Rights”** means the rights of dissent in respect to the Arrangement under the CBCA as described in Article 4;

- (n) **“Dissenting Shareholder”** means a registered Fission Shareholder who duly exercises its Dissent Rights pursuant to Article 4 of this Plan of Arrangement and the Interim Order and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;
- (o) **“Effective Date”** means the date upon which the Arrangement becomes effective, being the date shown on the Certificate of Arrangement;
- (p) **“Effective Time”** means 12:01 a.m. (Vancouver Time) on the Effective Date or such other time on the Effective Date as may be agreed in writing by Fission and Fission Spinco;
- (q) **“Fair Market Value”** with reference to:
- (i) a Fission Share means the amount that is the volume-weighted average price of the Fission Shares on the TSXV over the twenty trading days before the Effective Date;
 - (ii) a New Fission Share means the amount that is the Fair Market Value of a Fission Share minus the Fair Market Value of a Fission Spinco Share; and
 - (iii) a Fission Spinco Share means the amount that is the fair market value of Fission Spinco as determined by an independent valuation of Fission Spinco determined on a basis after giving effect to the Arrangement, as approved by the Board of Directors, divided by the total number of Fission Spinco Shares outstanding upon completion of the Arrangement;
- provided, that if any of the foregoing calculations results in a negative Fair Market Value, the Fair Market Value shall be deemed to be \$0.01;
- (r) **“Final Order”** means the final order of the Court approving the Arrangement;
- (s) **“Fission”** means Fission Uranium Corp., a corporation incorporated under the CBCA;
- (t) **“Fission Assumed Spinco Liabilities”** means the accounts payable, and all other outstanding debts and amounts owing by Fission in respect of the Spinco Assets on the day prior to the Effective Date;
- (u) **“Fission Option”** means an option to purchase one Fission Share;
- (v) **“Fission Shareholders”** means holders of Fission Shares;
- (w) **“Fission Securityholders”** means Fission Shareholders and Fission Optionholders.
- (x) **“Fission Shares”** means the voting common shares without par value which Fission is authorized to issue as the same are constituted on the date hereof;
- (y) **“Fission Spinco”** means Fission 3.0 Corp., a company incorporated under the CBCA;
- (z) **“Fission Spinco Shareholder”** means a holder of Fission Spinco Shares;

- (aa) **“Fission Spinco Shares”** means the voting common shares without par value which Fission Spinco is authorized to issue as the same are constituted on the date hereof;
- (bb) **“Former Fission Optionholders”** means holders of Fission Options immediately prior to the Effective Time;
- (cc) **“Former Fission Securityholders”** means Former Fission Shareholders and Former Fission Optionholders;
- (dd) **“Former Fission Shareholders”** means the holders of Fission Shares immediately prior to the Effective Time;
- (ee) **“Governmental Entity”** means: (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency or entity, domestic or foreign; (b) any stock exchange, including the TSXV; (c) any subdivision, agent, commission, board or authority of any of the foregoing; or (d) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;
- (ff) **“In-The-Money Amount”** in respect of a stock option means the amount, if any, by which the aggregate Fair Market Value at that time of the securities subject to the option exceeds the aggregate exercise price of the option;
- (gg) **“Interim Order”** means the interim order of the Court relating to the Arrangement and providing for, among other things, the calling and holding of the Meeting, as the same may be amended, supplemented or varied by the Court;
- (hh) **“Law”** or **“Laws”** means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority (including the TSXV), and the term "applicable" with respect to such Laws and in a context that refers to one or more Parties, means such Laws as are applicable to such Party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities;
- (ii) **“Meeting”** means the special meeting of the Fission Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;
- (jj) **“New Fission Shares”** means a new class of voting common shares without par value which Fission will create and issue as described in section (c) of this Plan of Arrangement and for which the Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Fission Shares;
- (kk) **“Notice of Dissent”** means a notice given in respect of the Dissent Rights as contemplated in the Interim Order and as described in Article 4;

- (ll) **"Parties"** means Fission and Fission Spinco, and **"Party"** means either of them;
- (mm) **"Person"** or **"person"** means an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative, government (including any Governmental Entity, as such term is defined in the Arrangement Agreement) or any other entity, whether or not having legal status;
- (nn) **"Plan of Arrangement"** means this plan of arrangement, as the same may be amended from time to time;
- (oo) **"Tax Act"** means the *Income Tax Act* (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended;
- (pp) **"Transfer Agent"** means Computershare Investor Services Inc. at its principal office in Vancouver, British Columbia;
- (qq) **"Taxes"** means any taxes, duties, fees, premiums, assessments, imposts, levies, expansion fees and other charges of any kind whatsoever imposed by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, Québec and other pension plan premiums or contributions imposed by any Governmental Entity, and any transferee liability in respect of any of the foregoing; and
- (rr) **"TSXV"** means the TSX Venture Exchange; and
- (ss) **"Spinout Assets"** means the assets purchased by Fission Spinco pursuant to the Asset Purchase Agreement.

1.2 Sections and Headings. The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.

1.3 Number, Gender and Persons. In this Plan of Arrangement, unless otherwise expressly stated or the context otherwise requires, words importing the singular number shall include the plural and vice versa, and words importing gender shall include all genders.

1.4 Meaning. Words and phrases used herein and defined in the CBCA shall have the same meaning herein as in the CBCA, unless the context otherwise requires.

1.5 Statutory References. Any reference in this Plan of Arrangement to a statute includes all regulations made thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

1.6 Currency. Unless otherwise stated all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada.

1.7 Business Day. In the event that the date on which any action is required to be taken hereunder by any of the parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.

1.8 Governing Law. This Plan of Arrangement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

1.9 Binding Effect. This Plan of Arrangement will become effective at, and be binding at and after, the Effective Time on: (i) Fission; (ii) Fission Spinco; (iii) all registered and beneficial Fission Shareholders; (iv) all registered Fission Securityholders; and (v) the Dissenting Shareholders.

ARTICLE 2 ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement. This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

ARTICLE 3 THE ARRANGEMENT

3.1 The Arrangement. On the Effective Date, commencing at the Effective Time, the following shall occur and be deemed to occur in the following chronological order without further act or formality notwithstanding anything contained in the provisions attaching to any of the securities of Fission or Fission Spinco, but subject to the provisions of Article 4:

- (a) At the Effective Time:
 - (i) Fission will transfer the Spinout Assets to Fission Spinco in accordance with the Asset Purchase Agreement;
 - (ii) Fission Spinco will assume the Fission Assumed Spinco Liabilities pursuant to the Assumption Agreement in consideration of a cash payment in an amount equal thereto, and Fission will subscribe for Fission Spinco Shares for an amount equal to \$3,000,000; and
 - (iii) following the completion of Sections (a) and (a) above, the total number of outstanding Fission Spinco Shares will be equal to the total number of outstanding Fission Shares immediately prior to the Effective Time.
- (b) At the Effective Time, each Fission Share held by a Dissenting Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to Fission and Fission shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Section 4.1 hereof, and the name of each such holder shall be removed from the securities register as a holder of Fission Shares and such Fission Shares so transferred to Fission shall thereupon be cancelled;

- (c) Five (5) minutes after the Effective Time, the authorized share capital of Fission shall be reorganized and its articles amended by:
- (i) renaming and redesignating all of the issued and unissued Fission Shares as Class A Shares;
 - (ii) providing that the rights, privileges, restrictions and conditions attached to the Class A Shares are as follows:
 - i. to two votes at all meetings of shareholders of the Corporation except meetings at which only holders of a specified class of shares are entitled to vote and, in such case, shall be entitled to one vote;
 - ii. to receive, subject to the rights of the holders of another class of shares, any dividend declared by the Corporation; and
 - iii. to receive, *pari passu* with the New Fission Shares, and subject to the rights of the holders of another class of shares, the remaining property of the Corporation on the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.
 - (iii) creating a new class consisting of an unlimited number of common shares without par value ("**New Fission Shares**");
 - (iv) providing that the rights, privileges, restrictions and conditions attached to the New Fission Shares are as follows:
 - i. to vote at all meetings of shareholders of the Corporation except meetings at which only holders of a specified class of shares are entitled to vote and shall be entitled to one vote for each common share held.
 - ii. to receive, subject to the rights of the holders of another class of shares, any dividend declared by the Corporation; and
 - iii. to receive, *pari passu* with the Class A Shares, and subject to the rights of the holders of another class of shares, the remaining property of the Corporation on the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.
- (d) Ten (10) minutes after the Effective Time, Fission shall undertake a reorganization of capital within the meaning of Section 86 of the Tax Act as follows and in the following order:
- (i) each Fission Shareholder (other than a Dissenting Shareholder) will exchange each Class A Share held at the Effective Time for (A) one New Fission Share and (B) one Fission Spinco Share, and such Fission Shareholders shall cease to be the holders of the Class A Shares so exchanged;
 - (ii) the authorized capital of Fission is amended to delete the Class A Shares, none of which are issued and outstanding, and to delete the rights, privileges, restrictions and conditions attached to the Class A Shares; and

- (iii) the aggregate amount added to the stated capital of the New Fission Shares issued pursuant to Section 1.1(a)(iii)i above shall be equal to the amount if any, by which (A) the aggregate paid-up capital (as that term is defined for the purposes of the Tax Act) of Class A Shares (other than Fission Shares held by the Dissenting Shareholders) immediately prior to the Effective Time, exceeds (B) the Fair Market Value of the Fission Spinco Shares distributed to the Fission Shareholders.

No fractional shares will be issued and Fission Shareholders will not receive any compensation in lieu thereof. The name of each Fission Shareholder who is so deemed to exchange his, her or its Class A Shares, shall be removed from the securities register of Class A Shares with respect to the Class A Shares so exchanged and shall be added to the securities registers of New Fission Shares and Fission Spinco Shares as the holder of the number of New Fission Shares and Fission Spinco Shares deemed to have been received on the exchange.

- (e) Twenty (20) minutes after the Effective Time, each Fission Option held by a Fission Optionholder that was outstanding at the Effective Time will be deemed to be exchanged for an option to purchase one New Fission Share (a “**New Fission Option**”) at an exercise price equal to (x) the original exercise price of the Fission Option minus (y) the Fair Market Value of one Fission Spinco Share at the Effective Date.

Except as otherwise provided in this Section 3.1, the term to expiry, conditions to and manner of exercising, and all other terms and conditions of a New Fission Option will be the same as the Fission Option for which it is exchanged, and any document or agreement previously evidencing a Fission Option shall thereafter evidence and be deemed to evidence such New Fission Option. It is intended that subsection 7(1.4) of the Tax Act apply to the above exchanges of Fission Options. Accordingly, and notwithstanding the foregoing, if required, the exercise price of a New Fission Option, will be increased such that the In-The-Money Amount of the New Fission Option immediately after the exchange does not exceed the In-The-Money Amount of the Fission Option immediately before the exchange.

- (f) Twenty-five (25) minutes after the Effective Time, for greater certainty, the Fission Options acquired pursuant to the exchange in Subsection 3.1(d) hereof shall be cancelled without payment;
- (g) Thirty (30) minutes after the Effective Time, Fission will surrender the Fission Spinco Share issued to Fission on incorporation to Fission Spinco for cancellation.

3.2 No Fractional Shares. Notwithstanding any other provision of this Arrangement, no fractional Fission Spinco Shares shall be transferred to the Fission Shareholders.

3.3 Effective Date. In Section (d) the reference to a Fission Shareholder shall mean a person who is a Fission Shareholder as of the Effective Time, subject to the provisions of Article 4.

3.4 Deemed Fully Paid and Non-Assessable Shares. All New Fission Shares and Fission Spinco Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes.

3.5 Arrangement Effectiveness. The Arrangement shall become final and conclusively binding on the Fission Shareholders, Fission Optionholders and the Fission Spinco Shareholders and each of Fission and Fission Spinco on the Effective Date.

3.6 Supplementary Actions. Notwithstanding that the transactions and events set out in Section 3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Fission and Fission Spinco shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in Section 3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, and any necessary additions to or deletions from share registers.

3.7 Withholding Rights. Fission and Fission Spinco shall be entitled to deduct or withhold from the consideration or other amount payable to any Fission Securityholder, including Dissenting Shareholders pursuant to Article 4, and from all dividends, other distributions or other amount otherwise payable to any Fission Securityholder, such Taxes or other amounts as Fission or Fission Spinco is required, entitled or permitted to deduct and withhold with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986, or any other provisions of any applicable Laws. For greater certainty, to the extent that the exchange in subsection 1.1(a)(iii) hereof gives rise to a deemed dividend under the Tax Act, Fission shall be entitled to retain and sell that number of Fission Spinco Shares as required to satisfy any withholding requirement under the Tax Act or any other applicable Laws. To the extent that Taxes or other amounts are so deducted or withheld, such deducted or withheld Taxes or other amounts shall be treated for all purposes under this Plan of Arrangement as having been paid to the Person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority and the number of Fission Spinco shares retained and sold by Fission shall be deemed to have been issued to the Fission Securityholder.

ARTICLE 4 RIGHTS OF DISSENT

4.1 Dissent Right. Notwithstanding Section 3.1 hereof, holders of Fission Shares may exercise rights of dissent (the “**Dissent Rights**”) in connection with the Arrangement pursuant to the Interim Order and the Final Order and in the manner set forth in Section 190 of the CBCA, provided that the written notice setting forth the objection of such registered Fission Shareholders to the Arrangement and exercise of Dissent Rights must be received by Fission not later than 5:00 p.m. (Vancouver Time) on the Business Day that is two Business Days before the Meeting or any date to which the Meeting may be postponed or adjourned and provided further that holders who exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their Fission Shares, which fair value, notwithstanding anything to the contrary contained in the CBCA, shall be determined immediately prior to the approval of the Arrangement Resolution, shall be deemed to have transferred their Fission Shares to Fission as of the Effective Time in consideration for a debt claim against Fission to be paid the fair value of such Fission Shares and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights; and
- (b) are ultimately not entitled, for any reason, to be paid fair value for their Fission Shares shall be deemed to have participated in the Arrangement, as of the Effective

Time, on the same basis as a non-dissenting holder of Fission Shares, and shall be entitled to receive only the securities contemplated in Section 3.1 hereof (less any amounts withheld pursuant to Section 3.7 hereof) that such Fission Shareholder would have received pursuant to the Arrangement if such Fission Shareholder had not exercised Dissent Rights.

4.2 Recognition of Dissenting Shareholders. In no circumstances shall Fission, Fission Spinco or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of those Fission Shares in respect of which such rights are sought to be exercised. From and after the Effective Date, neither Fission, Fission Spinco nor any other Person shall be required to recognize a Dissenting Shareholder as a shareholder of Fission or Fission Spinco and the names of the Dissenting Shareholders shall be deleted from the register of holders of New Fission Shares or Fission Spinco Shares previously maintained or caused to be maintained by Fission or Fission Spinco.

4.3 Reservation of Fission Spinco Shares. If a Fission Shareholder exercises the Dissent Right, Fission shall on the Effective Date set aside and not transfer that portion of the Fission Spinco Shares which is attributable to the Fission Shares for which Dissent Rights have been exercised. If the dissenting Fission Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Fission shall distribute to such Fission Shareholder his or her pro rata portion of the Fission Spinco Shares. If a Fission Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Fission shall retain the portion of the Fission Spinco Shares attributable to such Fission Shareholder and such shares will be dealt with as determined by the Board of Directors of Fission in its discretion.

ARTICLE 5 CERTIFICATES

5.1 Class A Shares. Recognizing that the Fission Shares shall be renamed and redesignated as Class A Shares pursuant to Section (c) and that the Class A Shares shall be exchanged for New Fission Shares pursuant to section (d), Fission shall not issue replacement share certificates representing the Class A Shares.

5.2 Fission Spinco Shares. Recognizing that the Fission Spinco Shares issued to Fission under Section (a) shall be distributed by Fission to the Fission Shareholders pursuant to the provisions of Section (d), Fission Spinco shall issue one share certificate representing all of the Fission Spinco Shares registered in the name of Fission, which share certificate shall be held by Fission until such shares are distributed by Fission to the Fission Shareholders and such certificate shall then be cancelled.

5.3 Fission Spinco Certificates. As soon as practicable following the Effective Date, Fission Spinco shall cause to be issued to the registered holders of Fission Shares as of the Effective Time, share certificates representing the Fission Spinco Shares of which each such Fission Shareholder will be the registered holder at the close of business on the Effective Date, and shall cause such share certificates to be delivered or mailed to such registered shareholders.

5.4 New Share Certificates. From and after the Effective Date, share certificates representing Fission Shares not deemed to have been cancelled pursuant to Article 4 shall for all purposes be deemed to be share certificates representing New Fission Shares, and no new share certificates shall be issued with respect to the New Fission Shares issued in connection with the Arrangement.

ARTICLE 6 DELIVERY OF SHARES

6.1 Delivery of New Fission Shares and Fission Spinco Shares.

- (a) Upon surrender to the Depository for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Fission Shares, together with such other documents and instruments as would have been required to effect the transfer of the Fission Shares formerly represented by such certificate under the CBCA and the articles of Fission and such additional documents and instruments as the Depository may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depository shall deliver to such holder following the Effective Time, a certificate representing the New Fission Shares and a certificate representing the Fission Spinco Shares that such holder is entitled to receive in accordance with Section 3.1 hereof.
- (b) After the Effective Time and until surrendered for cancellation as contemplated by Section 6.1(a) hereof, each certificate that immediately prior to the Effective Time represented one or more Fission Shares shall be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the New Fission Shares and a certificate representing the Fission Spinco Shares that the holder of such certificate is entitled to receive in accordance with Section 3.1 hereof.

6.2 Lost Certificates. If any certificate that immediately prior to the Effective Time represented one or more outstanding Fission Shares that were exchanged for New Fission Shares and Fission Spinco Shares in accordance with Section 3.1 hereof, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depository shall deliver, in exchange for such lost, stolen or destroyed certificate, a certificate representing the New Fission Shares and a certificate representing the Fission Spinco Shares that such holder is entitled to receive in accordance with Section 3.1 hereof. When authorizing such delivery in exchange for such lost, stolen or destroyed certificate, the holder to whom such delivery is to be made shall, as a condition precedent to such delivery, give a bond satisfactory to Fission, Fission Spinco and the Depository in such amount as Fission, Fission Spinco and the Depository may direct, or otherwise indemnify Fission, Fission Spinco and the Depository in a manner satisfactory to Fission, Fission Spinco and the Depository, against any claim that may be made against Fission, Fission Spinco or the Depository with respect to the certificate alleged to have been lost, stolen or destroyed, and shall otherwise take such actions as may be required by the articles of Fission.

6.3 Distributions with Respect to Unsurrendered Certificates. No dividend or other distribution declared or made after the Effective Time with respect to New Fission Shares or Fission Spinco Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Fission Shares, unless and until the holder of such certificate shall have complied with the provisions of Section 6.1 or Section 6.2 hereof. Subject to applicable Law and to Section 6.4 hereof, at the time of such compliance, there shall, in addition to the delivery of a certificate representing the New fission Shares and a certificate representing the Fission Spinco Shares to which such holder is entitled in accordance with Section 3.1 hereof, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such New Fission Shares or Fission Spinco Shares.

6.4 Limitation and Proscription. To the extent that a Former Fission Shareholder shall not have complied with the provisions of Section 6.1 or Section 6.2 hereof on or before the date that is six years after the Effective Date (the “**final proscription date**”), then the New Fission Shares and Fission Spinco Shares that such Former Fission Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and:

- (a) the Depository shall deliver the certificates representing such New Fission Shares, together with the cash consideration to which such Former Fission Shareholder was entitled, to Fission and Fission shall cancel such share certificates, and the interest of the Former Fission Shareholder in such New Fission Shares and the cash consideration to which it was entitled shall be terminated; and
- (b) the Depository shall deliver the certificates representing such Fission Spinco Shares to which such Former Fission Shareholder was entitled to and Fission Spinco shall cancel such share certificates, and the interest of the Former Fission Shareholder in such Fission Spinco Shares to which it was entitled shall be terminated,

as of such final proscription date.

ARTICLE 7 AMENDMENT AND FURTHER ASSURANCES

7.1 Amendments to Plan of Arrangement.

- (a) The Arrangement Agreement and the Plan of Arrangement may be amended at any time and from time to time before or after the holding of the Meeting but not later than the Effective Time; provided that any such amendment (i) is in writing and is agreed to in writing by the Parties; (ii) if required, is filed with the Court; and (iii) if made following the Meeting, is approved by the Court and, if and as required by the Court, is communicated to Former Fission Securityholders and/or consented to by Former Fission Securityholders.
- (b) Any such amendment may, subject to the Interim Order and the Final Order and applicable Law, without limitation:
 - (i) change the time for performance of any of the obligations or acts of the Parties;
 - (ii) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant to the Arrangement Agreement;
 - (iii) waive compliance with or modify any of the covenants contained in the Arrangement Agreement or waive or modify performance of any of the obligations of the Parties; and/or
 - (iv) waive compliance with or modify any mutual conditions precedent contained in the Arrangement Agreement.
- (c) Any amendment made before the Meeting in accordance with this Section 7.1 may be made with or without any other prior notice or communication and, if accepted by the persons voting at the Meeting (other than as may be required under the Interim

Order), shall become part of this Agreement and the Plan of Arrangement for all purposes.

7.2 Further Assurances. Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur at the time and in the manner set out in this Plan of Arrangement without any further act or formality, Fission and Fission Spinco shall make, do and execute, or cause to be made, done or executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein.

EXHIBIT I

- Patterson Lake North (Azincourt) located in Saskatchewan
- Clearwater West located in Saskatchewan
- Beaver River located in Saskatchewan
- Thompson Lake located in Saskatchewan
- Manitou Falls located in Saskatchewan
- North Shore Property located in Alberta
- Minera Peruan Property located in Peru
- Fission Energy Peru Property located in Peru
- All contracts, permits, environmental permits, intellectual property, business information (other than financial books and records), geological, geophysical and other technical information, data, records, reports and studies exclusively related to any of the foregoing properties (but excluding all such assets related to the Patterson Lake South property located in Saskatchewan)
- Patent Pending Airborne Radiometric Survey system
- Lawsuit between Fission, Jody Dahrouge and others as described in the notice of claim filed by Fission in the Supreme Court of British Columbia on July 29, 2013
- All shares of Azincourt Uranium Inc. ("Azincourt") held by Fission
- All cash deposited by Azincourt with Fission and held by Fission on behalf of Azincourt for payment of future Azincourt obligations under the joint venture agreement between Fission and Azincourt in respect of the Patterson Lake North property
- All equipment owned by Fission ordinarily located in Peru
- Other assets related to projects of Fission other than the Patterson Lake South project

APPENDIX "C"
COURT MATERIALS

Form 7
[Rule 3.8]

CLERK OF THE COURT
FILED

Clerk's stamp:

OCT 24 2013
JUDICIAL CENTRE
OF CALGARY

COURT FILE NUMBER **1301-12559**

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE OF **CALGARY**

IN THE MATTER OF SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C.
1985, c. C-44, AS AMENDED

AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING FISSION URANIUM CORP.,
ALPHA MINERALS INC., FISSION 3.0 CORP. AND SECURITYHOLDERS OF FISSION URANIUM
CORP.

DOCUMENT

ORIGINATING APPLICATION

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

BLAKE, CASSELS & GRAYDON LLP
3500, 855 – 2nd Street S.W.
Calgary, AB T2P 4J8

Attn: Melanie R. Gaston

Telephone: 403-260-9732
Facsimile: 403-260-9700
Email: melanie.gaston@blakes.com

File Ref.: 97002/13

Interim Order Application

Date October 28, 2013
Time 11:30 a.m. (MST)
Where Calgary Courts Centre, 601 - 5 Street SW, Calgary, AB, T2P 5P7
Before Justice K.M. Horner

Final Order Application

Date November 29, 2013
Time 3:00 p.m. (MST)
Where Calgary Courts Centre, 601 - 5 Street SW, Calgary, AB, T2P 5P7
Before Justice K.D. Yamauchi

ORIGINATING APPLICATION

Basis for this Originating Application

1. This originating application (the "**Application**") is filed with the Court of Queen's Bench of Alberta, Judicial Centre of Calgary (the "**Court**") on behalf of Fission Uranium Corp. ("**Fission**") with respect to a proposed arrangement (the "**Arrangement**") under Section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended (the "**CBCA**"), involving Fission, Alpha Minerals Inc. ("**Alpha**"), Fission 3.0 Corp. ("**Fission Spinco**"), holders of common shares of Fission ("**Fission Shareholders**") and holders of options of Fission ("**Fission Optionholders**" and together with the Fission Shareholders, the "**Fission Securityholders**"), which Arrangement is described in greater detail in the Management Information Circular of Fission attached to the Affidavit of Frank Estergaard, sworn on October 27, 2013, to be filed.
2. Fission is a corporation organized under the federal laws of Canada, with its head office located in Kelowna, British Columbia.
3. Fission is not insolvent, is able to pay its liabilities as they become due, and the realizable value of Fission's assets is more than the aggregate of its liabilities and stated capital of all classes.
4. Alpha is a corporation organized under the laws of Alberta, with its head office located in Calgary, Alberta.
5. Fission Spinco is a newly formed corporation organized under the federal laws of Canada, and a wholly-owned subsidiary of Fission.
6. It is not practicable to effect a fundamental change of the nature contemplated by the Arrangement under any provision of the CBCA other than Section 192 thereof.
7. The Arrangement is fair to the persons affected by the Arrangement, including the Fission Securityholders.
8. The Order of this Honourable Court approving the Arrangement will constitute a basis for an exemption from the registration requirements of the United States *Securities Act of 1933*, as amended, provided by Section 3(a)(10) thereof with respect to the securities to be issued pursuant to the Arrangement.
9. Notice of this Application has been given to the director appointed under Section 260 of the CBCA ("**Director**") as required by Section 192(5) of the CBCA.

Remedy Sought

10. In advance of the hearing of the Application, Fission intends to seek an Interim Order and directions for, among other things:
 - (a) the calling and holding of a special meeting of the Fission Securityholders (the "**Meeting**") to consider and vote upon the Arrangement;
 - (b) the giving of notice of the Meeting;
 - (c) a declaration that the registered Fission Shareholders shall have the right to dissent in respect of the Arrangement in accordance with the provisions of Section 190 of the CBCA, as modified by the Interim Order;
 - (d) the manner of conducting the vote at the Meeting;
 - (e) the return of this Application; and
 - (f) such other matters as may be required for the proper consideration of the Arrangement.

11. At the hearing of the Application, Fission intends to seek:
 - (a) a declaration that the terms and conditions of the Arrangement, and the procedures relating thereto, are fair, substantively and procedurally, to the persons affected by the Arrangement, including the Fission Securityholders;
 - (b) an Order approving the Arrangement pursuant to the provisions of Section 192 of the CBCA;
 - (c) a declaration that the Arrangement, upon the sending of the Articles of Arrangement to the Director and the issuance of a certificate of arrangement by the Director, pursuant to the provisions of sections 192 and 262 of the CBCA, will become effective in accordance with its terms and will be binding, on and after the Effective Date, as defined in the plan of arrangement attached as Schedule C to the arrangement agreement dated September 17, 2013 between Fission and Alpha pertaining to the Arrangement; and
 - (d) such other and further orders, declarations and directions as the Court may deem just.

Materials Relied Upon

12. The materials upon which Fission intends to rely include the Affidavits of Frank Estergaard, to be sworn October 27, 2013, and November 28, 2013, to be filed.

Rules and Statutes Relied Upon

13. This Application is made in reliance on Section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended.

AND UPON noting that the director appointed under Section 260 the CBCA (the "**Director**") has been served with notice of this application as required by subsection 192(5) of the CBCA and that the Director did not intend to appear or be heard with respect to this application;

FOR THE PURPOSES OF THIS ORDER:

- (a) capitalized terms not defined in this Interim Order shall have the meanings attributed to them in the Management Information Circular of Fission (the "**Information Circular**"), a draft copy of which is attached as Exhibit A to the Affidavit;
- (b) all references to "**Arrangement Agreement**" used herein mean the Arrangement Agreement dated September 17, 2013 between Fission and Alpha, a copy of which is attached as Exhibit "B" to the Affidavit, as it may be amended or amended and restated from time to time in accordance with its terms; and
- (c) all references to "**Arrangement**" used herein mean the plan of arrangement as described in the Affidavit and in the form attached as Appendix B to the Information Circular, as it may be amended or amended and restated from time to time in accordance with its terms and the Arrangement Agreement.

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. The proposed course of action is an "arrangement" within the definition of the CBCA and Fission, Alpha and Fission 3.0 Corp. ("**Fission Spinco**") may proceed with the Arrangement.

IT IS HEREBY FURTHER ORDERED THAT:

General

2. Fission shall seek approval of the Arrangement by the holders (the "**Fission Shareholders**") of common shares of Fission (the "**Fission Shares**") and the holders (the "**Fission Optionholders**") of options to purchase Fission Shares (the "**Fission Options**") in the manner set forth below. The Fission Shareholders and the Fission Optionholders are collectively referred to as the "**Fission Securityholders**".

Meeting

3. Fission shall call and conduct a special meeting (the "**Meeting**") of Fission Securityholders on November 28, 2013 at 10:00 a.m. Vancouver time. At the Meeting, (i) the Fission Securityholders will consider and vote upon a special resolution approving the Arrangement (the "**Arrangement**

Resolution"); (ii) the Fission Securityholders will consider and vote upon the Fission Spinco Stock Option Plan; and (iii) such other business as may properly be brought before the Meeting or any adjournment or postponement thereof will be heard, all as more particularly described in the Information Circular. The Meeting shall be held and conducted in accordance with the applicable provisions of the CBCA, the articles and by-laws of Fission in effect at the relevant time, the rulings and directions of the Chair of the Meeting, this Interim Order and any further Order of this Court. To the extent that there is any inconsistency or discrepancy between this Interim Order and the CBCA, the by-laws or articles of Fission, the terms of this Interim Order shall govern.

4. The quorum required at the Meeting in respect of the Fission Shareholders shall be two persons present, each being a Fission Shareholder entitled to vote thereat or a duly appointed proxyholder or representative for a Fission Shareholder so entitled. If a quorum of the Fission Shareholders is not present at the opening of the Meeting, the Fission Shareholders present or represented by proxy may adjourn the Meeting to a fixed time and place, but may not transact any other business.
5. The Board of Directors of Fission has fixed a record date for the Meeting of October 23, 2013 (the "**Record Date**"), which Record Date shall not change in respect of any adjournment of the Meeting unless required by applicable laws. Only Fission Securityholders whose names have been entered on the register of Fission Shares or are recorded in the records of Fission as Fission Optionholders at the close of business on the Record Date shall be entitled to receive notice of the Meeting and to vote at the Meeting. Each Fission Shareholder shall be entitled to one vote at the Meeting in respect of the Arrangement Resolution for each Fission Share held; each Fission Optionholder shall be entitled to one vote at the Meeting in respect of the Arrangement Resolution for each Fission Option held.
6. The Chair of the Meeting shall be the Chief Executive officer, president, chair of the board of directors or a vice president who is a shareholder of Fission. If no such officer is present within 15 minutes for the time fixed for holding the Meeting, the persons present and entitled to vote at the Meeting shall choose one of their number to be Chair.
7. The only persons entitled to attend and speak at the Meeting shall be registered Fission Securityholders or their authorized representatives, Fission's counsel, directors and officers and its auditors, representatives and counsel of Alpha, the scrutineers for the Meeting and their representatives, the Director and other persons with the permission of the Chair of the Meeting.
8. The requisite approval for the Arrangement shall be: (a) for the Arrangement Resolution, at least two-thirds (66⅔%) of the votes cast in respect of the Arrangement Resolution by the Fission Shareholders, present in person or represented by proxy, at the Meeting; and (b) at least two-thirds

(66⅔%) of the votes cast in respect of the Arrangement Resolution by the Fission Securityholders, present in person or represented by proxy voting as a single class, at the Meeting.

9. To be valid, a proxy must be deposited with Fission in the manner described in the Information Circular. Proxies that are signed and dated but which do not contain voting instructions shall be voted in favour of matters to be voted on at the Meeting, including the Arrangement Resolution.
10. Any accidental omission to give notice of the Meeting or the non-receipt of the notice shall not invalidate any resolution passed or proceedings taken at the Meeting.

Adjournments and Postponements

11. The Meeting may be adjourned or postponed on one or more occasions and for such period or periods of time as provided in the Arrangement Agreement without further order of this Court and without the necessity of first convening such Meeting or first obtaining any vote of Fission Securityholders respecting the adjournment or postponement, and notice of any such adjournment or postponement shall be given by press release, newspaper advertisement, or by notice to the Fission Securityholders by one of the methods specified in this Interim Order, as determined to be the most appropriate method of communication by the Board of Directors of Fission. If the Meeting is adjourned or postponed in accordance with this Interim Order, the references to the Meeting in this Interim Order shall be deemed to be the Meeting as adjourned or postponed.

Amendments to Arrangement

12. Fission is authorized to make such amendments, revisions or supplements to the Arrangement as it may determine necessary or desirable, provided that such amendments are made in accordance with, and in the manner contemplated by, the Arrangement and the Arrangement Agreement, without any additional notice to Fission Securityholders unless this Court shall direct otherwise. The Arrangement as so amended, revised or supplemented shall be the Arrangement submitted to the Meeting and the subject of the Arrangement Resolution, without need to return to this Court to amend this Interim Order.

Solicitation of Proxies

13. Fission is authorized to use the forms of proxy enclosed with the Information Circular, subject to its ability to insert dates and other relevant information in the final form of such proxy. Fission and Alpha are authorized to solicit proxies, directly and through their officers, directors and employees, and through such agents or representatives as they may retain for that purpose, and such solicitation may be by mail or such other forms of personal and electronic communication as they may determine.

Dissent Rights

14. Registered Fission Shareholders are, subject to the provisions of this Order and the Arrangement, accorded the right of dissent under Section 190 of the CBCA with respect to the Arrangement Resolution.
15. In order for a registered Fission Shareholder to exercise such right of dissent (a "**Dissenting Shareholder**") under Section 190 of the CBCA:
 - (a) the Dissenting Shareholder's written objection to the Arrangement Resolution must be received by Fission c/o its counsel Blake, Cassels & Graydon LLP, 2600 – 595 Burrard Street, Vancouver, British Columbia V7X 1L3, Attention: Sean Boyle by 4:00 p.m. (Vancouver time) on November 25, 2013, or two business days prior to the time set for any adjournment or postponement of the Meeting;
 - (b) a Dissenting Shareholder shall not have voted any of his or her Fission Shares at the Meeting, either by proxy or in person, in favour of the Arrangement Resolution;
 - (c) a Fission Shareholder may not exercise the right of dissent in respect of only a portion of the holder's Fission Shares, but may dissent only with respect to all of the Fission Shares held by the Fission Shareholder;
 - (d) the exercise of such right of dissent must otherwise comply with the requirements of Section 190 of the CBCA, as modified by this Interim Order; and
 - (e) a vote against the Arrangement Resolution or an abstention shall not constitute the written objection required under subparagraph (a) above.
16. The fair value of the applicable Fission Shares (the "**Fair Value**") shall be determined as of the close of business on November 27, 2013 (or if the Meeting is adjourned, the day before the Arrangement Resolution is adopted, and shall be paid to the Dissenting Shareholders by Fission, as contemplated by the Arrangement and this Interim Order.
17. Any Dissenting Shareholder who duly exercises the right of dissent, as set out above, and who:
 - (a) is determined to be entitled to be paid Fair Value for any Fission Shares, shall be deemed to have transferred those Fission Shares at the effective time of the Arrangement as provided in the Arrangement, without any further act or formality and free and clear of all liens, claims

and encumbrances to Fission for cancellation in consideration for a payment of cash from Fission equal to the Fair Value; or

- (b) is, for any reason (including, for clarity, any Dissenting Shareholder electing to withdraw their dissent), determined not to be entitled to be paid Fair Value for the Fission Shares, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Fission Shareholder;

but in no case shall Fission, Alpha, Fission Spinco or any other person, be required to recognize such Fission Shareholders as holders of Fission Shares at or after the date upon which the Arrangement becomes effective, and the names of such dissenting Fission Shareholders shall be deleted from the register of Fission Shareholders.

- 18. Subject to further order of this Court, the rights available to the Fission Shareholders under the CBCA and the Arrangement to dissent from the Arrangement Resolution shall constitute full and sufficient rights of dissent for the Fission Shareholders with respect to the Arrangement Resolution.
- 19. Notice to the Fission Shareholders of their right of dissent with respect to the Arrangement Resolution and to receive, subject to the provisions of the CBCA and the Arrangement, the Fair Value of their Fission Shares shall be given by including information with respect to this right in the Information Circular to be sent to the Fission Shareholders in accordance with this Interim Order.

Notice

- 20. The Information Circular, substantially in the form attached as Exhibit A to the Affidavit, with amendments thereto as Fission may determine necessary or desirable (provided such amendments are made in compliance with the Arrangement Agreement and are not inconsistent with the terms of this Interim Order), including instruments of proxy, a Notice of Special Meeting of the Fission Securityholders (the "**Notice of Meeting**"), Notice of Originating Application, the Originating Application and this Interim Order, together with any other communications or documents determined by Fission to be necessary or advisable (collectively, the "**Finalized Meeting Materials**"), shall be sent to those Fission Securityholders as of the Record Date, non-registered Fission Shareholders, the directors of Fission, the auditors of Fission, and the Director by one or more of the following methods:
 - (a) in the case of registered Fission Securityholders, by first class or ordinary mail, by courier or by delivery in person, addressed to each such holder at his, her or its address, as shown on the books and records of Fission as of the Record Date not later than 21 days prior to the date of the Meeting;

- (b) in the case of non-registered Fission Shareholders, by providing sufficient copies of the Finalized Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer*;
 - (c) in the case of the directors and auditors of Fission, by e-mail, first class or ordinary mail, courier or delivery in person, addressed to the individual directors not later than 21 days prior to the date of the Meeting; and
 - (d) in the case of the Director, by email, facsimile, by courier or by delivery in person, addressed to the Director not later than three business days prior to the date of the Meeting.
21. Delivery of the Finalized Meeting Materials in the manner directed by this Interim Order shall be deemed to be good and sufficient service upon the Fission Securityholders, the directors and auditors of Fission and the Director, of:
- (a) the Originating Application;
 - (b) this Interim Order;
 - (c) notice of the Application; and
 - (d) the Notice of the Meeting.

Any amendments, updates or supplements to any of the information provided in the Finalized Meeting Materials may be communicated to Fission Securityholders and the directors and auditors of Fission by press release, by posting such amendments, updates or supplements on the website of Fission and on Fission's profile on SEDAR at www.sedar.com, by newspaper advertisement or by notice to such persons by ordinary mail, or by such other means as are determined to be the most appropriate method of communication by Fission, in the circumstances.

Final Application

22. Subject to further Interim Order of this Court and provided that the Fission Securityholders have approved the Arrangement as provided in this Order and the Arrangement Agreement has not been terminated in accordance with its terms, Fission may proceed with an application for approval of the Arrangement and the Final Order on November 29, 2013 at 3:00 p.m. (Calgary time) or so soon thereafter as counsel may be heard at the Court House, Calgary, Alberta. Subject to the Final Order,

and to the issuance of the Certificate of Arrangement, Fission Securityholders, Fission, Alpha, Fission Spinco and all other persons will be bound by the Arrangement in accordance with its terms.

23. Any Fission Securityholder or any other interested party (other than Alpha, Fission Spinco and the Director) (together, an "**Interested Party**") desiring to appear at the hearing for the Final Order is required to file with this Court and serve upon Fission or on before 4:00 p.m. (Vancouver time) on November 25, 2013, a Notice of Intention to Appear, including the Interested Party's address for service in the Province of Alberta, indicating whether such Interested Party intends to support or oppose the application or make submissions thereat, together with a summary of the position such Interested Party intends to advocate before this Court and any evidence or materials which the Interested Party intends to present to the Court. Service of this notice on Fission shall be effected by delivery to the solicitors for Fission, Blake, Cassels & Graydon LLP, at 3500, 855 – 2nd Street S.W., Calgary, Alberta, T2P 4J8, Attention: Melanie R. Gaston.
24. In the event that the application for the Final Order is adjourned, only those parties appearing before this Court for the application for the Final Order, and those Interested Parties serving a Notice of Intention to Appear in accordance with this Interim Order, shall have notice of the adjourned date.

Extra-Territorial Assistance

25. Fission seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in Canada and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Court in carrying out the terms of this Interim Order.

Leave to Vary Interim Order

26. Fission is, subject to the terms of the Arrangement Agreement, entitled at any time to seek leave to vary this Interim Order upon such terms and the giving of such notice as this Court may direct.



Justice of the Court of Queen's Bench of Alberta

APPENDIX "D"
INFORMATION CONCERNING FISSION

APPENDIX “D”

Information Concerning Fission

The following describes the proposed business of Fission Uranium Corp., (“**Fission**”) following the completion of the Fission Arrangement and the Alpha Arrangement, and should be read together with the financial statements of the Company available on SEDAR at www.sedar.com and Pro forma financial statements of Fission giving effect to the Fission Arrangement as at June 30, 2013 attached hereto as Appendix “I”. Except where the context otherwise requires, all of the information contained in this Appendix is made on the basis that the Fission Arrangement and the Alpha Arrangement have been completed as described in the Circular.

Unless the context otherwise requires, all references in this Appendix to “Fission” or the “Company” means Fission Uranium Corp. and any subsidiaries, other than Fission Spinco, of Fission following the completion of the Fission Arrangement and the Alpha Arrangement. Certain other terms used in this Appendix are defined under “Glossary of Terms” in the Circular to which this Appendix is attached.

All capitalized terms not defined herein have the same meanings ascribed to them in the Circular.

CORPORATE STRUCTURE

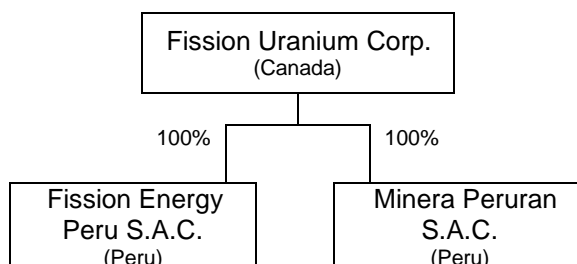
Name and Incorporation

Fission was incorporated pursuant to the CBCA on February 13, 2013. Fission is a reporting issuer in British Columbia and Alberta and files its continuous disclosure documents with the relevant Canadian securities regulatory authorities. Such documents are available at www.sedar.com. Fission’s authorized capital is an unlimited number of common shares without par value. After the Effective Date, Fission’s authorized share capital will be amended to again consist of an unlimited number of common shares without par value.

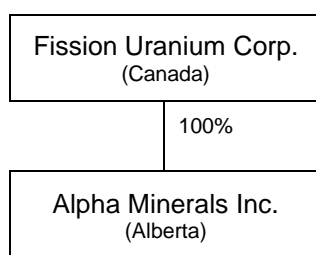
The head office of the Company is located at Suite 700 – 1620 Dickson Avenue, Kelowna, British Columbia, V1Y 9Y2. The registered and records office of the Company is located at Suite 700 - 595 Howe Street, Vancouver, British Columbia, V6C 2T5.

Intercorporate Relationships

Prior to the Effective Date of the Fission Arrangement, Fission’s corporate structure is as follows:



Following the Effective Date of the Fission Arrangement, Fission will have the following corporate structure:



DESCRIPTION OF THE BUSINESS

Fission is a junior resource issuer primarily engaged in growth and advancement of its core asset, the Patterson Lake South property (the “**PLS Property**”) located in Saskatchewan, Canada. Fission was incorporated On February 13, 2013 as a wholly-owned subsidiary of Fission Energy Corp. (“**Fission Energy**”). On April 26, 2013, Fission completed a plan of arrangement under the *Canada Business Corporations Act* involving Fission Energy and Denison Mines Corp. (“**Denison**”) pursuant to which Denison acquired all of the issued and outstanding securities of Fission Energy and Fission was spun out with certain properties into a newly formed publicly-traded corporation (the “**Denison Arrangement**”).

Following the completion of the Fission Arrangement and the Alpha Arrangement, Fission will hold a 100% interest in the PLS Property, which is its material property for the purposes of NI 43-101, and all other properties of Fission comprising the Fission Spinco Properties (as defined in Appendix “E” to the Circular) will be sold and transferred to Fission Spinco. For more information on the PLS Property, see the PLS Technical Report dated March 18, 2013, available on SEDAR at www.sedar.com. For more information on the Fission Spinco, see Appendix “E” - *Information About Fission Spinco* in this Circular.

DESCRIPTION OF CAPITAL STRUCTURE

Authorized Capital

Upon the completion of the Fission Arrangement and Alpha Arrangement on the Effective Date, Fission’s authorized share capital will consist of an unlimited number of New Fission Shares (which will replace the Fission Shares) having the rights as described below.

New Fission Shares

All of the New Fission Shares will rank equally as to voting rights, participation in a distribution of the assets of Fission on liquidation, dissolution or winding-up and the entitlement to dividends. The holders of the New Fission Shares will be entitled to receive notice of all meetings of shareholders and to attend and vote the shares at the meetings. Each New Fission Share will carry with it the right to one vote.

In the event of liquidation, dissolution or winding-up of Fission or other distribution of assets of Fission, the holders of the New Fission Shares will be entitled to receive, on a pro rata basis, all of the assets remaining after Fission has paid its liabilities. There is no set dividend rate or dividend

schedule for the New Fission Shares. The Fission Board will decide if and when dividends should be declared and paid.

The New Fission Shares are not subject to any future call or assessment and there are no provisions for exchange, conversion, exercise, redemption or retraction.

DIVIDENDS

The payment of dividends on the New Fission Shares will be at the discretion of the Fission Board and depends on Fission’s financial condition and the need to finance Fission’s business activities. Fission has not paid any dividends since incorporation however there are no restrictions that could prevent Fission from paying dividends if the financial condition of Fission warranted such payment.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets out information at the end of Fission’s most recently completed financial year with respect to compensation plans under which equity securities of Fission are authorized for issuance.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights⁽¹⁾ (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuances under equity compensation plan (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders	14,608,011	\$0.62	381,447
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
Total	14,608,011	\$0.62	381,447

Notes:

(1) Fission has a rolling stock option plan that sets the number of securities available for issuance under the plan at 10% of the Outstanding Voting Securities of Fission.

PRINCIPAL SECURITYHOLDERS

To the knowledge of the directors and officers of Fission, upon completion of the Fission Arrangement and Alpha Arrangement, no person will beneficially own, directly or indirectly, or have control or direction over, or a combination of direct or indirect beneficial ownership of and control or direction over, voting securities that constitute more than 10% of the outstanding New Fission Shares.

INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

Other than as disclosed herein, Fission is not aware of any material interest, direct or indirect: of (a) any director or executive officer of Fission; (b) any shareholder that is expected to directly or indirectly beneficial own, or who exercise control or direction over, more than 10% of the voting rights attached to the New Fission Shares on the Effective Date of the Fission Arrangement; or (c) any associate or affiliate of any of the foregoing, in any transaction in the last three years that has materially affected or is reasonably expected to materially affect Fission.

AUDITOR

PricewaterhouseCoopers LLP, Chartered Accountants of Vancouver, British Columbia, is the auditor of Fission. PricewaterhouseCoopers LLP was appointed as auditor as of July 23, 2013.

TRANSFER AGENT AND REGISTRAR

Computershare Investor Services Inc. at its office in the City of Vancouver, British Columbia, is the transfer agent and registrar for the Fission Shares and will be the transfer agent and registrar for the New Fission Shares.

MATERIAL CONTRACTS

Except for contracts entered into in the ordinary course of business, the only material contract to which Fission, or any of its subsidiaries will be a party to after the Effective Date and will still be in effect, is the Arrangement Agreement and the Arrangement Agreement among Fission, Fission Energy and Denison dated March 7, 2013.

APPENDIX "E"
INFORMATION CONCERNING FISSION SPINCO

APPENDIX “E”

Information Concerning Fission Spinco

The following describes the proposed business of Fission Spinco, following the completion of the Fission Arrangement and the Alpha Arrangement, and should be read together with the financial statements of Fission Spinco attached hereto as Appendices “F”, “G, and “H” to the Circular. Except where the context otherwise requires, all of the information contained in this Appendix is made on the basis that the Fission Arrangement and the Alpha Arrangement has been completed as described in the Circular.

Unless the context otherwise requires, all references in this Appendix to “Fission Spinco” means Fission 3.0 Corp. and any subsidiaries of Fission 3.0 Corp. Certain other terms used in this Appendix are defined under “Glossary of Terms” in the Circular to which this Appendix is attached.

CORPORATE STRUCTURE

Name and Incorporation

Fission 3.0 Corp. was incorporated under the CBCA on September 23, 2013. Prior to the Effective Date of the Fission Arrangement, Fission Spinco will not carry on any business except as contemplated by the Fission Arrangement.

Fission Spinco’s head offices are located at Suite 700 – 1620 Dickson Avenue, Kelowna, British Columbia, V7Y 9Y2.

The registered and records office of Spinco is located at 595 Burrard Street, Suite 2600, Three Bentall Centre, Vancouver, British Columbia, V7X 1L3.

GENERAL DEVELOPMENT OF THE BUSINESS

Fission Spinco is not currently a reporting issuer and the Fission Spinco Shares are not listed on any stock exchange. If the Fission Arrangement and the Alpha Arrangement are completed, Fission Spinco expects that it will be a reporting issuer in British Columbia and Alberta. Application has been made for the listing of the Fission Spinco Shares on the TSX-V. Any listing of the Fission Spinco Shares will be subject to meeting TSX-V initial listing requirements and there is no assurance such a listing will be obtained.

DESCRIPTION OF THE BUSINESS

General

Currently, Fission Spinco has no assets or operations. After the Effective Date, Fission Spinco will be engaged in the business of acquisition and exploration of mineral properties located in the Athabasca basin, Canada and Peru, with a focus on the Patterson Lake North Property (the “**PLN Property**”). Fission Spinco will be an exploration stage company, will own no development or producing properties and, consequently, will have no operating income or cash flow from the properties it holds. After the Effective Date, Fission Spinco will have approximately \$3 million in cash.

The Fission Spinco Properties and other assets to be acquired by Fission Spinco pursuant to the Fission Arrangement include Fission’s interest in the properties below, which will be transferred from

Fission to Fission Spinco pursuant to the Arrangement Agreement and the Purchase and Sale Agreement. The PLN Property is considered to be the material property of Spinco.

1. The PLN Property located in Saskatchewan, Canada;
2. The CW Property located in Saskatchewan, Canada;
3. Beaver River Property located in Saskatchewan, Canada;
4. The Thompson Lake Property located in Saskatchewan, Canada;
5. The Manitou Falls Property located in Saskatchewan, Canada;
6. The North Shore Property located in Alberta, Canada;
7. The Minera Peruan Property located in Peru;
8. The Fission Energy Peru Property located in Peru;
9. All contracts, permits, environmental permits, intellectual property, business information (other than financial books and records), geological, geophysical and other technical information, data, records, reports and studies exclusively related to any of the foregoing properties (but excluding all such assets related to the Patterson Lake South property located in Saskatchewan);
10. Patent Pending Airborne Radiometric Survey system;
11. Lawsuit between Fission, Jody Dahrouge and others as described in the notice of claim filed by Fission in the Supreme Court of British Columbia on July 29, 2013;
12. All shares of Azincourt Uranium Inc. ("**Azincourt**") held by Fission;
13. All cash deposited by Azincourt with Fission and held by Fission on behalf of Azincourt for payment of future Azincourt obligations under the joint venture agreement between Fission and Azincourt in respect of the Patterson Lake North property;
14. All equipment owned by Fission ordinarily located in Peru; and
15. Other assets related to projects of Fission other than the Patterson Lake South project.

(together, items 1-15, "**Fission Spinco Properties**")

Fission Spinco will acquire the option agreement with Azincourt with respect to the PLN Property, pursuant to which Azincourt was granted the option to acquire up to 50% of the interest in the PLN Property subject to incurring \$12,000,000 in certain exploration expenditure and paying \$4,750,000 in cash or common shares over a four year period.

Fission Spinco will also acquire the the proposed joint venture agreement between Fission and Brades Resource Corp. ("**Brades**") with respect to the CW Property, pursuant to which, upon execution of definitive agreements and satisfaction of customary conditions, Brades will be granted

the option to acquire up to 50% of the interest in the CW Property subject to incurring \$5,000,000 of staged exploration expenditures over a three year period and issuing to Fission Spinco that number of common shares in the capital stock of Brades on closing of the proposed joint venture transaction that comprises 9.9% of the then issued common shares of Brades. In addition, Fission Spinco will retain a 2% Net Smelter Royalty on exercise of the option. Fission Spinco will be the operator of the CW Property.

Fission Spinco Properties

The Patterson Lake North Property

General

The following is a summary of the NI 43-101 Technical Report prepared by Allan Armitage, Ph. D., P. Geol, on behalf of GeoVector Management Inc. (“**GeoVector**”), entitled “*Technical Report on the Patterson Lake North Property, Northern Saskatchewan*” (the “**PLN Technical Report**”) dated and effective as of October 15, 2013. Allan Armitage is a Qualified Person and is independent of Fission Spinco. The summary of the PLN Technical Report is incorporated in this Appendix with the consent of its author, Allan Armitage.

Investors should consult the PLN Technical Report to obtain further particulars regarding the PLN Property. The PLN Technical Report is incorporated by reference herein and will be available for review under Fission Spinco’s profile on SEDAR at www.sedar.com. Readers are cautioned that the summary of technical information in this Appendix should be read in the context of the qualifying statements, procedures and accompanying discussion within the complete PLN Technical Report and the summary provided herein is qualified in its entirety by the PLN Technical Report. Capitalized and abbreviated terms appearing in this section and not otherwise defined herein have the meaning ascribed to such terms in the PLN Technical Report.

Summary

This report summarizes exploration work performed on the Patterson Lake North Property (the “**Property**” or the “**PLN Property**”) in northern Saskatchewan. Allan Armitage of GeoVector was contracted by Fission Uranium to prepare an independent NI 43-101 Technical Report to be filed with an application by Fission Spinco for a listing on the TSXV.

The PLN property was acquired by staking in 2004 and became part of the Fission Uranium portfolio as part of the Denison Arrangement in April 2013. The Property comprises 10 contiguous claims totalling 27,408 ha. Fission Uranium currently holds a 100% interest in the Property.

Azincourt has a staged four year option agreement with Fission Uranium dated April 29, 2013 whereby Azincourt can earn up to a 50% interest in the PLN property through a combination of option payments and exploration work funding. Fission Uranium is the operator for the PLN property and work will be completed using its existing technical and operational teams as well as contractors and infrastructure.

The Property is located in the southwestern part of the Proterozoic Athabasca Basin in northern Saskatchewan, Canada. The Property lies approximately 550 km north-northwest of the city of Prince Albert and approximately 150 km north of the town of La Loche. On a 1:50,000 NTS map sheet the Property can be found in blocks 74F/11, 13 and 14.

The Property area may be accessed year round along the gravel Cluff Lake Mine Road (Highway 955) which runs north-south through the Property. Several 4-wheel drive trails provide additional access to the northeast and southwest corners of the Property and principal areas of drilling. In

addition, due to the large amount of lakes and streams, helicopter or fixed-wing aircraft provide convenient access. Recent exploration projects have been based out of the Big Bear Lodge, which caters to the sport hunting and fishing industry, located within claim S-107435. At present there are no other facilities or infrastructure on the Property.

Food, fuel and supplies are available at Prince Albert or Meadow Lake; food, fuel, and limited supplies are available at La Loche and Buffalo Narrows located about 100 km further to the south. Fort McMurray, located 175 km to the west of the Property, is approximately one hour by helicopter or fixed-wing flight. Fixed wing aircrafts are available for charter at Fort McMurray in Alberta, and Buffalo Narrows, La Loche and La Ronge in Saskatchewan. Helicopters are available for charter at Fort McMurray and La Ronge.

The western portions of the Athabasca Basin were initially explored in the 1960's as exploration activities expanded outward from the established Beaverlodge uranium district. Subsequent detailed geological exploration led to the discovery of sandstone-hosted unconformity deposits in 1970. Exploration continued, and by the end of 1995, additional basement-hosted unconformity related deposits had been delineated on the Cluff Lake mine site approximately 80 km north of the Property. Production from the Cluff Lake deposits commenced in 1980 and involved both open pit and underground mines. It ceased uranium production at the end of 2002 when the ore reserves were depleted. Total production from the Cluff Lake mine site amounted to 64.2 million lbs U_3O_8 at an average grade of 0.92% U_3O_8 , with the largest producer being the Dominique-Peter underground operation, which produced 24.2 million lbs U_3O_8 .

Despite its proximity to Cluff Lake, systematic exploration on the Shea Creek property, located approximately 50 km north of the Property and 20 km south of Cluff Lake, did not commence until 1990. Drilling completed on the Shea Creek property carried out during the period from 1992 to the end of 2009 led to Mineral Resource estimates for the Kianna, Anne and Colette Deposits. The May 2010 Shea Creek Mineral Resource Estimate at a cut-off grade of 0.30% U_3O_8 results in 1,872,600 tonnes at an average grade of 1.540% U_3O_8 , yielding 63,572,000 lbs U_3O_8 in the Indicated Mineral Resource category and 1,068,900 tonnes at an average grade of 1.041% U_3O_8 , yielding 24,525,000 lbs U_3O_8 in the Inferred Mineral Resource category.

The information concerning The Cluff Lake and Shea Creek deposits is not necessarily indicative of the nature of the mineralization on the Property. The relevance of the Cluff Lake and Shea Creek information is simply to demonstrate that there are significant resources of uranium in the Southwest part of the Athabasca Basin.

The PLN property is underlain by rocks of the Athabasca Basin which overlie basement rocks of the Clearwater Domain of the Rae Province, Northern Saskatchewan. The Clearwater Domain is bordered by the Lloyd Domain to the west (formerly termed the Firebag and Western Granulite domains), and to the east. The lithological units recognized in the Clearwater Domain are equigranular granite, porphyritic granite and felsic gneisses, and are overlain by a younger metasedimentary unit. The Clearwater Domain is characterized by a prominent regional linear magnetic feature that is associated with a gravity low.

On the western side of the PLN property, diamond drilling did not intersect any Athabasca Sandstone, and the basement depth ranges from approximately 97 to 128 metres. In the eastern parts of the PLN property, drilling intersected significant intervals of Athabasca Sandstone and the basement depth ranges from approximately 294 to 382 metres. This represents an approximate elevation change in basement rocks of 200 metres within four kilometres. Pleistocene overburden covers the entire PLN property with thicknesses ranging from 50 to 100 metres. Drumlins and glacial striations in the area show a general southwest ice direction.

The target of exploration on the PLN property is unconformity-associated uranium deposits.

During 2007 and 2008 Fission conducted exploration on the PLN property including an Electret Ion Chamber (EIC) radon detection survey on the southern portion of the Property, a MEGATEM® airborne electromagnetic and magnetic survey and drilling of nine NQ-diameter diamond drill holes totalling 2,795.22 metres.

In November 2007, a MEGATEM® electromagnetic and magnetic survey of the northern portion of the PLN property was carried out by Fugro Airborne Surveys. In October 2008 work consisted of a preliminary radon in soil gas survey done concurrently with a radiometric and a Self Potential (SP) geophysical survey. The radon and radiometric surveys followed up on weak to moderate CanOxy alphameter (radon) anomalies, and the SP survey was located over faults interpreted from the 2007 MEGATEM® survey. Radon and radiometric values were generally low. Four negative SP anomalies were discovered with two of them associated with an airborne magnetic high spike. A 2008 drilling program on the PLN property was highlighted by drill hole PT08-004A demonstrating anomalous trace-element geochemistry and clay content.

The 2012 exploration program, conducted by Fission Energy, included airborne and ground geophysical surveys and a prospecting and sampling program. A high resolution airborne magnetic survey was carried out over the southern and central parts of the Property. Ground electromagnetic and resistivity surveys were performed in the central part of the Property to better delineate conductors interpreted from earlier airborne surveys, and to search for resistivity signatures that are associated with alteration in the subsurface. A summer prospecting / sampling program concentrated on ground and airborne electromagnetic conductors.

From the analysis on the potential field data (magnetic, gravitational and electric fields) from the airborne survey, it was apparent that the geological setting of the project area is complicated, and that numerous lineaments are apparent and are related to structures and contacts between basement units. The numerous structures suggest that the property has been subjected to faulting and thus has good potential for hydrothermal reactivation events. The interpreted structures have predominant NNE and NW directions along with a number of EW features. The ground EM surveys were effective at delineating a number of basement conductors. The geochemical data from the summer prospecting / sampling program indicate the presence of alteration in the sandstone coincident with conductor trends defined by the ground EM survey. The alteration is characteristic of hydrothermal alteration in the Athabasca sandstone in unconformity U deposits.

Significant uranium mineralization has been discovered by Fission Uranium and Alpha in 2012 on the adjacent PLS Property. The PLS Property is registered to Fission Uranium (50%) and Alpha Minerals Inc. (formerly ESO Uranium Corp.) (50%) in a joint venture agreement.

From 2007 to 2013 exploration on the PLS property comprised of geological mapping and glacial direction studies, airborne radiometric, electromagnetic and magnetic geophysical surveys, trenching, boulder prospecting, ground radon and radiometric surveys, pole-dipole array DC resistivity and small moving loop surface transient electromagnetic (SMLTEM) geophysical surveys, dual rotary and diamond drilling.

Mineralization on the PLS property was discovered during the 2012 fall-winter exploration program. Wide intersections of high-grade uranium mineralization were encountered in the final four holes of the program (Discovery holes PLS12-022 through 025) including step-out hole PLS12-024 (2.49% U₃O₈ over 12.5 metres).

The discovery area is open in all directions and additional drilling is required to continue to delineate the mineralized area.

Discovery Highlights:

Multiple zones: Four mineralized zones, all open-ended, along a strike length of 1.02km

Shallow depth: Mineralization commences at a depth of 60 metres below the surface

Rapid progression: Discovery made in November 2012, with 38 mineralized drill holes subsequently completed by the conclusion of the Winter 2013 program. Assay results include:

- PLS13-051: 53.0m @ 6.57% U₃O₈, including 10.5m @ 29.26% U₃O₈
- PLS13-053: 49.5m @ 6.26% U₃O₈, including 6m @ 35.0% U₃O₈ and 16.5m @ 2.63% U₃O₈
- PLS13-038: 34.0m @ 4.92% U₃O₈, including 12.5m @ 12.38% U₃O₈

Drilling in progress: Summer-Fall 2013 program has discovered a new mineralized zone (R945E) and has returned results such as:

- PLS13-072; 34.5m @ 8.15% U₃O₈ (61.0m – 95.5m) including 7.50m @ 19.28% U₃O₈ (65.5m – 73.0m) and 21.53% U₃O₈ over 4m (91.0m – 95.0m)
 - highest assay of 47.0% U₃O₈ (68.5m – 69.0m)
- PLS13-075: 54.5m @ 9.08% U₃O₈ (61.0m – 115.5m) including 21.5m @ 21.76% U₃O₈ (68.5m – 90.0m)
 - Highest assay in the interval: 52.2% U₃O₈ over 0.5m (74.0m – 74.5m)

All depth measurements reported, including sample and interval widths are down-hole; core interval measurements and true thickness are yet to be determined.

The information concerning the PLS property is not necessarily indicative of the nature of the mineralization on the PLN property. The relevance of the PLS information is simply to demonstrate that there is significant potential for uranium mineralization in the Southwest part of the Athabasca Basin.

Based on exploration results to the end of 2012, Fission Uranium and its joint venture partner Azincourt recommended future exploration to include an airborne and a ground geophysical program, a radon survey, mapping and soil sampling and a drill program.

A summer-fall 2013 exploration program at the PLN property budgeted at \$0.53M commenced in early August, and is in progress as of the effective date of this report. The planned program consists of airborne versatile time-domain electromagnetic (“VTEM”) max and ground Time Domain Electromagnetic (TDEM) and Magnetotellurics (MT) geophysical surveys. The surveys will assist in identifying and prioritizing drill targets for an anticipated 2014 winter program. Mapping and soil sampling will be completed throughout the property. Radon sampling of water and lake bottom sediments are also being considered for lakes located proximal to basement conductors in the southern PLN property area.

A drill program consisting of approximately 2,500-3,000m (8-10 drill holes) is planned for winter 2014. The total budget for the target generation and winter drilling planned at PLN property has been set at \$1.5 million, with approximately \$1 million to be spent on the winter drill program.

As of the effective date of this report, few results of the summer exploration program were available. Fission Uranium and Azincourt recently announced completion of the VTEM max airborne geophysical survey. The survey was completed over five days, and was flown along NW-SE flight-lines at a nominal EM transmitter/receiver height of 35 m above ground. A newly interpreted north-south trending package of conductive basement rocks has been identified in the northern portion of the Property.

Drill core re-logging and Athabasca Basin stratigraphic outcrop sampling and prospecting field work have recently been completed. A total of 56 soil and 16 outcrop samples were collected from the Property and available historical diamond drill core was re-logged. Results of this work are pending.

Other Properties

Clearwater West Property, Saskatchewan

The CW Property is an early stage exploration project prospective for hosting high-grade uranium mineralization. Such mineralization is structurally controlled and typically associated with basement graphitic shear zones within clay altered metasedimentary basement lithologies. These features have unique characteristics that can be identified by various geophysical surveys. The property covers historic airborne EM anomalies, which could be the extensions of the EM conductors identified on the PLS property immediately to the north.

Beaver River Property, Saskatchewan

The Beaver River Property consists of six mineral claims totalling 15,373 ha located on the north-central edge of the Athabasca Basin in Saskatchewan approximately 44 km east of Uranium City. The property was acquired in May 2013 by staking and is 100% owned by Fission (and it will be transferred to Fission Spinco under the Fission Arrangement). The Beaver River Property includes numerous confirmed electro-magnetic (EM) conductors and a number of uranium showings providing surface outcrop sample assays of up to 3.66% U₃O₈.

The Beaver River Property is underlain by the Beaverlodge Domain of the Rae Tectonic Province. Structural features within the property include tight folds, thrust faults and potentially cross-cutting normal faults. Uranium mineralization is expected to conform to the basement-hosted model of the Eagle Point deposits located northeast of the Athabasca Basin or otherwise the structurally controlled, basement-hosted, vein-type uranium deposits of the Beaverlodge District proximal to Uranium City.

The Geological Survey of Canada and Saskatchewan Energy and Mines conducted early mapping in the area. The area has been prospected since the 1950's including airborne surveys, ground prospecting, trenching and some drilling. As recently as 2007, Bayswater Uranium Group conducted radiometric prospecting, geological mapping and rock sampling.

Thompson Lake Property, Saskatchewan

The Thompson Lake Property consists of a single 1,188 ha mineral claim located approx 10 kilometres outside the northwestern edge of the Athabasca Basin, Saskatchewan, 15 km west of Uranium City. The property was acquired in May 2013 by staking and is 100% owned by Fission (and it will be transferred to Fission Spinco under the Fission Arrangement). It lies within 5km of the historic Lorado mine and within 2.5km of the historic Gulch deposit.

The Thompson Lake Property is located in the Beaverlodge district which lies within the Churchill Structural Province of the Canadian Shield. Rocks of the Athabasca Formation, composed almost entirely of unmetamorphosed, cross-bedded pure quartz sandstone, unconformably overlie the red-bed successions of the Martin Formation, which in turn unconformably overlie the metasedimentary Murmac Bay Group.

Two major periods of folding are recognized in the Beaverlodge area, as well as two distinct episodes of faulting. Zones of brecciation, fracturing and mylonitization are commonly associated with these faults.

The area has been prospected since the late 1940's with airborne surveys, ground prospecting, trenching and drilling. From 1977 to 1981 SMDC conducted airborne EM, mag & radiometric surveys with ground follow-up of conductors & radioactive occurrences. As recently as 2007, JNR Resources conducted VTEM airborne surveys and prospecting work.

Manitou Falls Property, Saskatchewan

The Manitou Falls Property consists of a single 2,941 ha mineral claim located on the northeastern side of the Athabasca Basin, Saskatchewan approximately 74 km east of Stoney Rapids. The property was acquired in May 2013 by staking and is 100% owned by Fission (and it will be transferred to Fission Spinco under the Fission Arrangement).

The eastern side of the Athabasca Basin is the source of Canada's entire current production of uranium and Fission considers Manitou Falls Property to be particularly prospective due to its favourable geology and the large amount of historical exploration data available. It has been prospected since the 1960's by Canadian Exploration Company Ltd. (airborne mag & scint), Saskatchewan Mining Development Corp. (airborne mag, EM, radiometrics, soil & lake sampling), JNR Resources Inc. (airborne EM) and most recently by Purepoint Uranium Group Inc. (airborne Megatem, radiometrics).

Airborne magnetics detailed the dominant Newnham Fault and three cross-cutting faults which form potential structural traps for hydrothermal fluids and uranium deposition. Extensive electromagnetic anomalies coincide with these faults and their junctures and have been interpreted as resulting clay alteration. The property is underlain by rocks of the Manitou Falls Oroperty Formation of the Athabasca Group. There are no reported drillholes on this property.

North Shore Property, Alberta

Fission currently holds a 100% interest in the North Shore Property (and it will be transferred to Fission Spinco under the Fission Arrangement). This property resulted from the consolidation of the North Shore and South Shore properties into one land package during the year ended June 30, 2009. "Bridge" permits connecting the properties into one contiguous land package have been staked, and the overall size has been trimmed to 28 mineral permits totalling approximately 100,718 ha. These changes will allow Fission to focus on the best targets identified by exploration completed to date.

The North Shore Property is situated along the northwest margin of the Athabasca Basin, approximately 10 kilometers southwest of Cameco's Maurice Bay Uranium Deposit. A high resolution magnetic and electromagnetic (VTEM) survey and a seven hole drill program totalling 1,260 meters were completed during the 2007-2008 winter season. The exploration program successfully identified a significant hydrothermal system associated with a major northeast trending structure.

On August 22, 2012 the Government of Alberta approved the Lower Athabasca Regional Plan ("LARP") to conserve land, which has resulted in some of metallic and industrial mineral claims to be

under restricted status which includes some claims held by Fission and Fission will not be permitted to continue exploration on claims within the zoned land. Accordingly, in fiscal 2012, Fission recorded a write-down of \$3,594,513 to the property. Fission is currently evaluating its options including approaching the Government of Alberta for compensation of all expenditures incurred plus loss of future opportunities.

Macusani Property, Peru

The Macusani Property is located within southeastern Peru. Fission holds the rights to 9 claim blocks encompassing 51 km², and surface rights over some of the areas with known uranium mineralization (and it will be transferred to Fission Spinco under the Fission Arrangement).

Within the area, the stratigraphy is dominated by the sub-horizontal Pliocene Quenamari Formation, which is mainly composed of ignimbrite layers. Uranium anomalies occur on plateaus that are composed of the Upper Yapamayo Member of the Quenamari Formation. Sampling to date has shown that the most significant uranium anomalies appear to be restricted to this assemblage. Mineralization within the area is dominated by very high grade Autinite veins along 'enriched fault planes', with lesser disseminated mineralization. The significant fault planes can vary from _ to 2 m thick, while multiple enriched fault planes occur in shear zones up to 150 m across.

Exploration of the area began in the 1970's by the Peruvian Institute of Atomic Energy ("IPEN") and continued through the 1980's and early 1990's with successful results.

Employees and Management

Upon completion of the Fission Arrangement, Fission Spinco will have no direct employees as it shares personnel with Fission. Fission Spinco also expects to rely on and engage consultants on a contract basis.

Upon completion of the Fission Arrangement, the management team of Fission Spinco will consist of those individuals identified under "*Directors and Officers*" below.

RISK FACTORS

An investment in Fission Spinco Shares, as well as Fission Spinco's prospects, are highly speculative due to the high-risk nature of its business and the present stage of its development. Shareholders of Fission Spinco may lose their entire investment. The risks described below are not the only ones facing Fission Spinco. Additional risks not currently known to Fission Spinco, or that Fission Spinco currently deems immaterial, may also impair Fission Spinco's operations. If any of the following risks actually occur, Fission Spinco's business, financial condition and operating results could be adversely affected.

Fission Shareholders should consult with their professional advisors to assess the Fission Arrangement and their resulting investment in Fission Spinco. In evaluating Fission Spinco and its business and whether to vote in favour of the Fission Arrangement, Fission Shareholders should carefully consider, in addition to the other information contained in the Circular and this Appendix "E" the risk factors which follow, as well as the risks associated with the Fission Arrangement (see in the Circular "*The Meeting — Risks Associated with the Fission Arrangement*"). These risk factors may not be a definitive list of all risk factors associated with the Fission Arrangement, an investment in Fission Spinco or in connection with Fission Spinco's business and operations.

Listing of Fission Spinco Shares

The Fission Spinco Shares are not currently listed on any stock exchange. Although an application will be made to the TSX-V for listing of the Fission Spinco Shares on the TSX-V, there is no assurance when, or if, the Fission Spinco Shares will be listed on the TSX-V or on any other stock

exchange. Until the Fission Spinco Shares are listed on a stock exchange, shareholders of Fission Spinco may not be able to sell their Fission Spinco Shares. Even if a listing is obtained, ownership of Fission Spinco Shares will involve a high degree of risk.

Qualification under the Tax Act for a Registered Plan

If the Fission Spinco Shares are not listed on a designated stock exchange in Canada before the due date for Fission Spinco's first income tax return or if Fission Spinco does not otherwise satisfy the conditions in the Tax Act to be a "public corporation", the Fission Spinco Shares will not be considered to be a qualified investment for a Registered Plan from their date of issue. Where a Registered Plan acquires a Fission Spinco Share in circumstances where the Fission Spinco Share is not a qualified investment under the Tax Act for the Registered Plan, adverse tax consequences may arise for the Registered Plan and the annuitant under the Registered Plan, including that the Registered Plan may become subject to penalty taxes, the annuitant of such Registered Plan may be subject to a penalty tax or, in the case of a registered education savings plan, such plan may have its tax exempt status revoked.

Consents and Waivers of Rights of First Refusal

Many of the properties being transferred by Fission to Fission Spinco are subject to (i) underlying agreements providing for Fission's rights with respect to such properties and/or (ii) agreements pursuant to which earn-in rights were granted by Fission to third parties. Some of such underlying or earn-in agreements require notice to other parties thereto and other steps to be taken respecting the transfers by Fission to Fission Spinco of its rights and benefits thereunder. Those notices are being given and other required steps are being taken with the other parties to the underlying and earn-in agreements, however not all such notices and steps have been given or taken as of the date of this Circular. If a required notice or step is not given or taken, the transfer of the agreement to Fission Spinco may not be valid and may result in the agreement being in default.

Limited Business History

Fission Spinco has a short history of operations and has no history of earnings. The likelihood of success of Fission Spinco must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the establishment of any business. Fission Spinco has limited financial resources and there is no assurance that funding over and above the initial approximately \$3 million cash subscription amount will be available to it when needed. There is also no assurance that Fission Spinco can generate revenues, operate profitably, or provide a return on investment, or that it will successfully implement its plans.

Unknown Environmental Risks for Past Activities

Exploration and mining operations incur risks of releases to soil, surface water and groundwater of metals, chemicals, fuels, liquids having acidic properties and other contaminants. In recent years, regulatory requirements and improved technology have significantly reduced those risks. However, those risks have not been eliminated, and the risk of environmental contamination from present and past exploration or mining activities exists for mining companies. Companies may be liable for environmental contamination and natural resource damages relating to properties that they currently own or operate or at which environmental contamination occurred while or before they owned or operated the properties. No assurance can be given that potential liabilities for such contamination or damages caused by past activities at the Fission Spinco mineral interests do not exist.

Fission Spinco Indemnified Liability Risk

Pursuant to the Arrangement Agreement, Fission Spinco has covenanted and agreed that, following the Effective Time, it will indemnify Alpha and Fission from all losses suffered or incurred by Alpha or Fission as a result of or arising directly or indirectly out of or in connection with a Fission Spinco Indemnified Liability (as such term is defined in this Circular).

Any liability of Fission for Tax cannot be determined for certain at this time because Fission's tax liability will depend on the fair market value of the Fission Spinco Shares on the Effective Date and other factors including, but not limited to, the other deductions or credits available to Fission such as loss carry forwards in the taxation year of Fission that includes the distribution of the Fission Spinco Shares. A successful indemnification claim made by Alpha, Fission or their subsidiaries against Fission Spinco pursuant to the Arrangement Agreement could have a material adverse effect on Fission Spinco.

Sale of Fission Spinco Shares by Fission as Funding for its Canadian withholding tax obligations, if required

If Fission determines that a deemed dividend will arise as a consequence of the Fission Arrangement, Fission will be entitled to deduct and withhold from any consideration payable or otherwise deliverable to a Fission Shareholder that is not resident in Canada for Canadian tax purposes (including the Fission Spinco Shares) such amounts as Fission is required, entitled or permitted to deduct and withhold under the Tax Act. To the extent that Fission is required to deduct and withhold from consideration that is not cash, including the Fission Spinco Shares, Fission is entitled to liquidate such consideration to the extent necessary in order to fund its deduction, withholding and remittance obligations. Any such sales may negatively impact the trading price of the Fission Spinco Shares where such shares are listed.

Acquisitions and Joint Ventures

Fission Spinco will evaluate from time to time opportunities to acquire and joint venture mining assets and businesses. These acquisitions and joint ventures may be significant in size, may change the scale of Fission Spinco's business and may expose it to new geographic, political, operating, financial and geological risks. Fission Spinco's success in its acquisition and joint venture activities will depend on its ability to identify suitable acquisition and joint venture candidates and partners, acquire or joint venture them on acceptable terms and integrate their operations successfully with those of Fission Spinco. Any acquisitions or joint ventures would be accompanied by risks, such as the difficulty of assimilating the operations and personnel of any acquired companies; the potential disruption of Fission Spinco's ongoing business; the inability of management to maximize the financial and strategic position of Fission Spinco through the successful incorporation of acquired assets and businesses or joint ventures; additional expenses associated with amortization of acquired intangible assets; the maintenance of uniform standards, controls, procedures and policies; the impairment of relationships with employees, customers and contractors as a result of any integration of new management personnel; dilution of Fission Spinco's present shareholders or of its interests in its subsidiaries or assets as a result of the issuance of shares to pay for acquisitions or the decision to grant earning or other interests to a joint venture partner; and the potential unknown liabilities associated with acquired assets and businesses. There can be no assurance that Fission Spinco would be successful in overcoming these risks or any other problems encountered in connection with such acquisitions or joint ventures. There may be no right for shareholders to evaluate the merits or risks of any future acquisition or joint venture undertaken except as required by applicable laws and regulations.

Additional Financing and Dilution

Fission Spinco plans to focus on exploring for minerals and will use its working capital to carry out such exploration. However, Fission Spinco will require additional funds to further such activities. To obtain such funds, Fission Spinco may sell additional securities including, but not limited to, its common shares or some form of convertible security, the effect of which would result in a substantial dilution of the equity interests of Fission Spinco's shareholders.

There is no assurance that additional funding will be available to Fission Spinco for additional exploration or for the substantial capital that is typically required in order to bring a mineral project to the production decision or to place a property into commercial production. There can be no assurance that Fission Spinco will be able to obtain adequate financing in the future or that the terms of such financing will be favourable. Failure to obtain such additional financing could result in the delay or indefinite postponement of further exploration and development of its properties.

Uncertainty of Mineral Resource Estimates

Mineral resource figures are only estimates. Such estimates are expressions of judgment based on knowledge, mining experience, analysis of drilling results and industry practices. While Fission Spinco believes that the mineral resource estimates included are established and reflect management's best estimates, the estimating of mineral resources is a subjective process and the accuracy of mineral resource estimates is a function of the quantity and quality of available data, the accuracy of statistical computations, and the assumptions used and judgments made in interpreting available engineering and geological information. There is significant uncertainty in any mineral resource estimate and the actual deposits encountered and the economic viability of a deposit may differ materially from Fission Spinco's estimates. Estimated mineral resources may have to be re-estimated based on changes in uranium prices, further exploration or development activity or actual production experience. This could materially and adversely affect estimates of the volume or grade of mineralization, estimated recovery rates or other important factors that influence mineral resource estimates. Mineral resources are not mineral reserves and there is no assurance that any mineral resource estimate will ultimately be reclassified as proven or probable mineral reserves. Mineral resources which are not mineral reserves do not have demonstrated economic viability.

No History of Mineral Production or Mining Operations

Fission Spinco has never had a uranium producing property. There is no assurance that commercial quantities of uranium will be discovered nor is there any assurance that Fission Spinco's exploration programs will yield positive results. Even if commercial quantities of uranium are discovered, there can be no assurance that any property will ever be brought to a stage where uranium resources can profitably be produced therefrom. Factors which may limit the ability to produce uranium resources include, but are not limited to, the spot price of uranium, availability of additional capital and financing and the nature of any mineral deposits. Fission Spinco does not have a history of mining operations that would guarantee it will produce revenue, operate profitably or provide a return on investment in the future. Fission Spinco has not paid dividends in the past and Fission Spinco does not have any plans to pay dividends in the foreseeable future.

Economics of Developing Mineral Properties

Mineral exploration and development is speculative and involves a high degree of risk. While the discovery of an ore body may result in substantial rewards, few properties which are explored are commercially mineable and ultimately developed into producing mines. There is no assurance that Fission Spinco's uranium deposits are commercially mineable.

Should any mineral resources and reserves exist, substantial expenditures will be required to confirm mineral reserves which are sufficient to commercially mine and to obtain the required environmental approvals and permitting required to commence commercial operations. The decision as to whether a property contains a commercial mineral deposit and should be brought into production will depend upon the results of exploration programs and/or feasibility studies, and the recommendations of duly qualified engineers and/or geologists, all of which involves significant expense. This decision will involve consideration and evaluation of several significant factors including, but not limited to: (1) costs of bringing a property into production, including exploration and development work, preparation of production feasibility studies and construction of production facilities; (2) availability and costs of financing; (3) ongoing costs of production; (4) uranium prices, which are historically cyclical; (5) environmental compliance regulations and restraints (including potential environmental liabilities associated with historical exploration activities); and (6) political climate and/or governmental regulation and control. Development projects are also subject to the successful completion of engineering studies, issuance of necessary governmental permits, and availability of adequate financing. Development projects have no operating history upon which to base estimates of future cash flow.

The ability to sell, and profit from the sale of any eventual mineral production from any property will be subject to the prevailing conditions in the minerals marketplace at the time of sale. The global minerals marketplace is subject to global economic activity and changing attitudes of consumers and other end-users' demand for mineral products. Many of these factors are beyond the control of a mining company and therefore represent a market risk which could impact the long term viability of Fission Spinco and its operations.

Factors Beyond the Control of Fission Spinco

The potential profitability of mineral properties is dependent upon many factors beyond Fission Spinco's control. For instance, world prices of and markets for minerals are unpredictable, highly volatile, potentially subject to governmental fixing, pegging and/or controls and respond to changes in domestic, international, political, social and economic environments. Another factor is that rates of recovery of minerals from mined ore (assuming that such mineral deposits are known to exist) may vary from the rate experienced in tests and a reduction in the recovery rate will adversely affect profitability and, possibly, the economic viability of a property. Profitability also depends on the costs of operations, including costs of labour, equipment, electricity, environmental compliance or other production inputs. Such costs will fluctuate in ways Fission Spinco cannot predict and are beyond Fission Spinco's control, and such fluctuations will impact on profitability and may eliminate profitability altogether. Additionally, due to worldwide economic uncertainty, the availability and cost of funds for development and other costs have become increasingly difficult, if not impossible, to project. These changes and events may materially affect the financial performance of Fission Spinco.

Fission Spinco's potential future revenues will be directly related to the prices of uranium as their potential revenues are expected to be derived from uranium mining. Uranium prices are and will continue to be affected by numerous factors beyond Fission Spinco's control. Such factors include, among others, the demand for nuclear power; political and economic conditions in uranium producing and consuming countries such as Canada, the U.S., Russia and other former Soviet republics; reprocessing of used reactor fuel and the re-enrichment of depleted uranium tails; sales of excess civilian and military inventories (including from the dismantling of nuclear weapons) by governments and industry participants; and production levels and costs of production in countries such as Russia and former Soviet republics, Africa and Australia. The effect of these factors, individually or in the aggregate, is impossible to predict with accuracy. A decline in uranium prices may also require Fission Spinco to write down their mineral resources, which would have a material adverse effect on their potential earnings and potential profitability.

Regulatory Requirements

The current or future operations of Fission Spinco, including development activities and possible commencement of production on its properties, requires permits from various federal and local governmental authorities, and such operations are and will be governed by laws and regulations governing prospecting, development, mining, production, taxes, labour standards, occupational health, waste disposal, toxic substances, land use, environmental protection, mine safety and other matters. Companies engaged in the development and operation of mines and related facilities generally experience increased costs and delays in production and other schedules as a result of the need to comply with the applicable laws, regulations and permits. There can be no assurance that all permits which Fission Spinco may require for the development and construction of mining facilities and conduct of mining operations will be obtainable on reasonable terms or that such laws and regulations would not have an adverse effect on any mining project which Fission Spinco might undertake.

Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment or remedial actions. Parties engaged in mining operations may be required to compensate those suffering loss or damage by reason of the mining activities and may have civil or criminal fines or penalties imposed upon them for violation of applicable laws or regulations.

Amendments or changes to current laws, regulations government policies and permits governing operations and activities of mining companies, or more stringent implementation thereof, could have a material adverse impact on Fission Spinco and cause increases in costs or require abandonment or delays in the development of new mining properties.

Worldwide demand for uranium is directly tied to the demand for electricity produced by the nuclear power industry, which is also subject to extensive government regulation and policies. The development of mines and related facilities is contingent upon governmental approvals that are complex and time consuming to obtain and which, depending upon the location of the project, involve multiple governmental agencies. The duration and success of such approvals are subject to many variables outside Fission Spinco's control. Any significant delays in obtaining or renewing such permits or licenses in the future could have a material adverse effect on Fission Spinco. In addition, the international marketing of uranium is subject to governmental policies and certain trade restrictions, such as those imposed by the suspension agreements entered into by Canada with certain republics of the former Soviet Union. Changes in these policies and restrictions may adversely impact Fission Spinco's business.

Insurance

Fission Spinco's business is capital intensive and subject to a number of risks and hazards, including environmental pollution, accidents or spills, industrial and transportation accidents, labour disputes, changes in the regulatory environment, natural phenomena (such as inclement weather conditions, earthquakes, pit wall failures and cave-ins) and encountering unusual or unexpected geological conditions. Many of the foregoing risks and hazards could result in damage to, or destruction of, Fission Spinco's mineral properties or future processing facilities, personal injury or death, environmental damage, delays in or interruption of or cessation of their exploration or development activities, delay in or inability to receive regulatory approvals to transport their uranium concentrates, or costs, monetary losses and potential legal liability and adverse governmental action. Fission Spinco may be subject to liability or sustain loss for certain risks and hazards against

which they do not or cannot insure or which it may reasonably elect not to insure because of the cost. This lack of insurance coverage could result in material economic harm to Fission Spinco.

Uranium Industry Competition and International Trade Restrictions

The international uranium industry, including the supply of uranium concentrates, is competitive, with supplies available from a relatively small number of western world uranium mining companies, from certain republics of the former Soviet Union and the People's Republic of China, from excess inventories, including inventories made available from decommissioning of nuclear weapons, from reprocessed uranium and plutonium, from used reactor fuel, and from the use of excess Russian enrichment capacity to re-enrich depleted uranium tails held by European enrichers in the form of UF₆. The supply of uranium from Russia and from certain republics of the former Soviet Union is, to some extent, impeded by a number of international trade agreements and policies. These agreements and any similar future agreements, governmental policies or trade restrictions are beyond the control of Fission Spinco and may affect the supply of uranium available in the United States and Europe, which are the largest markets for uranium in the world. If Fission Spinco is unable to supply uranium to important markets in the U.S. or Europe, its business, financial condition and results of operations may be materially adversely affected.

Deregulation of the Electrical Utility Industry

Fission Spinco's future prospects may be tied directly to those of the electrical utility industry worldwide. Deregulation of the utility industry, particularly in North America and Europe, is expected to impact the market for nuclear and other fuels for years to come, and may result in the premature shutdown of nuclear reactors. Experience to date with deregulation indicates that utilities are improving the performance of their reactors and achieving record capacity factors. There can be no assurance that this trend will continue.

Public Acceptance of Nuclear Energy Cannot Be Assured

Growth in the demand for uranium and in the nuclear power industry will depend upon continued and increased acceptance of nuclear technology by the public as a safe and viable means of generating electricity. Growth of the uranium and nuclear power industry will also depend on continued and increased acceptance of nuclear technology as a means of generating electricity. Because of unique political, technological and environmental factors that affect the nuclear industry, the industry is subject to public opinion risks which could have an adverse impact on the demand for nuclear power and increase the regulation of the nuclear power industry. An accident or incident at a nuclear reactor anywhere in the world, or an accident or incident relating to the transportation or storage of new or spent nuclear fuel, could negatively impact the public's acceptance of nuclear power and the future prospects for nuclear power generation, which may have a material and adverse effect on Fission Spinco's business, financial condition and results of operations.

The March 2011 natural disasters in Japan, with the resultant effect of same on certain of the country's nuclear reactors, has caused concern internationally as to the safety of nuclear energy as available source of power. Further, a number of heads of government and their legislative bodies have announced reviews and/or delays of plans to develop new nuclear power facilities. In the United States, the Chairman of the Nuclear Regulatory Commission has publicly stated that a more stringent review of design risks will be undertaken for both existing facilities and future applications for new nuclear power facilities. The additional scrutiny by the NRC could affect all parts of the organization including the licensing of new uranium production facilities. Other relevant regulatory bodies could also react to these recent events, resulting in additional delays or barriers in permitting and licensing new uranium production operations. It is too soon for Fission Spinco to determine the

long-term impact such events will have on Fission Spinco's financial condition, results of operations and permitting plans.

Nuclear Energy Competes With Other Viable Energy Sources

Nuclear energy competes with other sources of energy, including oil, natural gas, coal and hydro-electricity. These other sources are to some extent interchangeable with nuclear energy, particularly over the longer term. Sustained lower prices of oil, natural gas, coal and hydro-electricity may result in lower demand for uranium concentrates and uranium conversion services, which in turn may result in lower market prices for uranium, which would materially and adversely affect Fission Spinco's business, financial condition and results of operations.

Environmental Risks and Hazards

All phases of Fission Spinco's operations are subject to environmental regulation in the jurisdictions in which it operates. These regulations mandate, among other things, the maintenance of air and water quality standards and land reclamation. They also set forth limitations on the general, transportation, storage and disposal of solid and hazardous waste. Environmental legislation is evolving in a manner which will require stricter standards and enforcement, increased fines and penalties for non-compliance, more stringent environmental assessments of proposed projects and a heightened degree of responsibility for companies and their officers, directors and employees. There is no assurance that future changes in environmental regulation, if any, will not adversely affect Fission Spinco's operations. Environmental hazards may exist on the properties which are unknown to Fission Spinco at present and which have been caused by previous or existing owners or operators of the properties. Reclamation costs are uncertain and planned expenditures estimated by management may differ from the actual expenditures required.

Fission Spinco is not insured against most environmental risks. Insurance against environmental risks (including potential liability for pollution and other hazards as a result of the disposal of waste products occurring from exploration and production) has not been generally available to companies within the industry. Fission Spinco will periodically evaluate the cost and coverage of the insurance against certain environmental risks that is available to determine if it would be appropriate to obtain such insurance.

Without such insurance, and if Fission Spinco becomes subject to environmental liabilities, the payment of such liabilities would reduce or eliminate its available funds or could exceed the funds Fission Spinco has to pay such liabilities and result in bankruptcy. Should Fission Spinco be unable to fund fully the remedial cost of an environmental problem, Fission Spinco might be required to enter into interim compliance measures pending completion of the required remedy.

Litigation Risk

All industries, including the mining industry, are subject to legal claims, with and without merit. Defence and settlement costs can be substantial, even with respect to claims that have no merit. Due to the inherent uncertainty of litigation process, the resolution of any particular legal proceeding, including the Claim and the Counterclaim (see in this Appendix "E" under the heading "*Legal Proceedings and Regulatory Actions*"), could have a material adverse effect on Fission Spinco's financial position and results of operations.

Political Risk

Fission Spinco's future prospects may be affected by political decisions about the uranium market. There can be no assurance that the Canadian or other governments will not enact legislation

restricting to whom Fission Spinco can sell uranium or that the Canadian or other governments will not increase the supply of uranium by decommissioning nuclear weapons.

Costs of Land Reclamation Risk

It is difficult to determine the exact amounts which will be required to complete all land reclamation activities in connection with the properties in which Fission Spinco holds an interest. Reclamation bonds and other forms of financial assurance represent only a portion of the total amount of money that will be spent on reclamation activities over the life of a mine. Accordingly, it may be necessary to revise planned expenditures and operating plans in order to fund reclamation activities. Such costs may have a material adverse impact upon the financial condition and results of operations of Fission Spinco.

No Assurance of Title to Property

There may be challenges to title to the mineral properties in which Fission Spinco holds a material interest. If there are title defects with respect to any properties, Fission Spinco might be required to compensate other persons or perhaps reduce its interest in the affected property. Also, in any such case, the investigation and resolution of title issues would divert management's time from ongoing exploration and development programs.

Dependence on Key Individuals

Fission Spinco is dependent on a relatively small number of key personnel, particularly Ross McElroy, its President and Chief Operating Officer and Devinder Randhawa, its Chief Executive Officer, the loss of any one of whom could have an adverse effect on Fission Spinco. At this time, Fission Spinco does not maintain key-person insurance on the lives of any of its key personnel. In addition, while certain of Fission Spinco's officers and directors have experience in the exploration of mineral producing properties, Fission Spinco will remain highly dependent upon contractors and third parties in the performance of its exploration and development activities. There can be no guarantee that such contractors and third parties will be available to carry out such activities on behalf of Fission Spinco or be available upon commercially acceptable terms.

Risk of Amendments to Laws

Amendments to current laws, regulations and permits governing operations and activities of mining companies, or more stringent implementation thereof, could have a material adverse impact on Fission Spinco and cause increases in capital expenditures or production costs or reduction in levels of production at producing properties or require abandonment or delays in development of new mining properties.

Foreign Operation Risk

Fission Spinco conducts operations in Peru through foreign subsidiaries and substantially all of Fission Spinco's assets in Peru are held through such entities. Accordingly, any limitation on the transfer of cash or other assets between the parent corporation and such entity could restrict Fission Spinco's ability to fund its operations efficiently. Any such limitations, or the perception that such limitations may exist now or in the future, could have an adverse impact on Fission Spinco's valuation and stock price.

Foreign Countries and Regulatory Requirements

Fission Spinco has investment in properties and projects located in foreign countries, including Peru. The carrying values of these properties and Fission Spinco's ability to advance development plans or bring the projects to production may be adversely affected by whatever political instability and legal and economic uncertainty might exist in such countries. These risks may limit or disrupt Fission Spinco's projects, restrict the movement of funds or result in the deprivation of contractual rights or the taking of property by nationalization, expropriation or other means without fair compensation.

There can be no assurance that industries which are deemed of national or strategic importance in countries in which Fission Spinco has operations or assets, including mineral exploration, production and development, will not be nationalized. The risk exists that further government limitations, restrictions or requirements, not presently foreseen, will be implemented. Changes in policy that alter laws regulating the mining industry could have a material adverse effect on Fission Spinco. There can be no assurance that Fission Spinco's assets in these countries will not be subject to nationalization, requisition or confiscation, whether legitimate or not, by an authority or body.

In addition, in the event of a dispute arising from foreign operations, Fission Spinco may be subject to the exclusive jurisdiction of foreign courts or may not be successful in subjecting foreign persons to the jurisdiction of courts in Canada. Fission Spinco also may be hindered or prevented from enforcing its rights with respect to a governmental instrumentality because of the doctrine of sovereign immunity. It is not possible for Fission Spinco to accurately predict such developments or changes in laws or policy or to the extent to which any such developments or changes may have a material adverse effect on Fission Spinco's operations.

Conflicts of Interest

Some of the directors and officers of Fission Spinco are directors and officers of other companies, some of which are in the same business as Fission Spinco. Some of Fission Spinco's directors and officers will continue to pursue the acquisition, exploration and, if warranted, the development of mineral resource properties on their own behalf and on behalf of other companies, and situations may arise where they will be in direct competition with Fission Spinco. Fission Spinco's directors and officers are required by law to act in the best interests of Fission Spinco. They may have the same obligations to the other companies in respect of which they act as directors and officers. Discharge of their obligations to Fission Spinco may result in a breach of their obligations to the other companies and, in certain circumstances, this could expose Fission Spinco to liability to those companies. Similarly, discharge by the directors and officers of their obligations to the other companies could result in a breach of their obligation to act in the best interests of Fission Spinco. Such conflicting legal obligations may expose Fission Spinco to liability to others and impair its ability to achieve its business objectives.

Influence of Third Party Stakeholders

The lands in which Fission Spinco holds an interest, or the exploration equipment and roads or other means of access which Fission Spinco intends to utilize in carrying out its work programs or general business mandates, may be subject to interests or claims by third party individuals, groups or companies. In the event that such third parties assert any claims, Fission Spinco's work programs may be delayed even if such claims are not meritorious. Such delays may result in significant financial loss and loss of opportunity for Fission Spinco.

Fluctuation in Market Value of Fission Spinco Shares

Assuming the Fission Spinco Shares are listed on the TSX-V, the market price of the Fission Spinco Shares, as a publicly traded stock, can be affected by many variables not directly related to the corporate performance of Fission Spinco, including the market in which it is traded, the strength of the economy generally, the availability and attractiveness of alternative investments, and the breadth of the public market for the stock. The effect of these and other factors on the market price of Fission Spinco Shares in the future cannot be predicted. The lack of an active public market could have a material adverse effect on the price of Fission Spinco Shares.

Substantial Number of Authorized but Unissued Fission Spinco Shares

Fission Spinco has an unlimited number of common shares which may be issued by the Fission Spinco Board without further action or approval of Fission Spinco's shareholders. While the Fission Spinco Board is required to fulfill its fiduciary obligations in connection with the issuance of such shares, Fission Spinco Shares may be issued in transactions with which not all shareholders agree, and the issuance of such shares will cause dilution to the ownership interests of Fission Spinco's shareholders.

See also in the Circular, "*The Meeting — Risks Associated with the Fission Arrangement*".

AVAILABLE FUNDS AND PRINCIPAL PURPOSES

Pursuant to the terms of the Arrangement Agreement, assuming completion of the Fission Arrangement and payment by Fission to Fission Spinco of cash subscription proceeds on the Effective Date it is anticipated that Fission Spinco will have available cash of approximately Cdn\$3 million.

See in this Appendix "E" "*Management's Discussion and Analysis — from incorporation to September 30, 2013*": "*Overall Performance*", "*Liquidity and Capital Resources and Requirements*" and "*Proposed Transactions*"; and see in the Circular, "*The Meeting — Principal Steps of the Fission Arrangement*".

Principal Purposes

The following table summarizes expenditures anticipated by Fission Spinco required to achieve its business objectives during the 18 months following completion of the Fission Arrangement and the proposed listing of the Fission Spinco Shares on the TSX-V (see in this Appendix "E" - "*Business Objectives and Milestones*", which follows).

<u>Principal purpose</u> ⁽¹⁾	<u>Amount</u>
Project expenditures on the North Shore property	\$600,000
Project expenditures on the Thompson Lake property	\$500,000
Project expenditures on the Beaver River property	\$300,000
Project expenditures on the Manitou Falls property	\$200,000
General & administrative expenses for 18 months	\$1,200,000
Total:	<u>\$3,000,000</u>

⁽¹⁾The PLN Property is and the CW Property (upon closing of the proposed joint venture agreement with Brades) will be subject to a joint venture agreement through which the joint venture partners will provide the required project expenditure. For more information see in this Appendix "E" "*Business Objectives and Milestones*"

Fission Spinco intends to spend the funds available to it as stated in the table above. However, there may be circumstances where, for sound business reasons, a reallocation of funds may be necessary for Fission Spinco to achieve its objectives or to pursue other exploration and development opportunities. See "*Risks Associated with Fission Spinco*".

BUSINESS OBJECTIVES AND MILESTONES

With the funds available to it as described above under the heading "*Available Funds and Principal Purposes*", Fission Spinco intends to continue exploration of its non-material properties, to meet its contractual obligations with respect to certain other of the Fission Spinco Properties, and expand its portfolio of exploration properties as suitable opportunities are identified. In order to achieve these stated business objectives, a cash contribution of \$3 million will be made to Fission Spinco pursuant to the terms of the Fission Plan of Arrangement in conjunction with completion of the Fission Arrangement.

Fission Spinco will acquire the joint venture agreement with Azincourt with respect to the PLN Property, pursuant to which Azincourt was granted the option to acquire up to 50% of the interest in the PLN Property subject to incurring \$12,000,000 in certain exploration expenditure and paying \$4,750,000 in cash or common shares over a four year period. Fission Spinco will also acquire the the joint venture agreement with Brades with respect to the CW Property, pursuant to which Brades was granted the option to acquire up to 50% of the interest in the CW Property subject to incurring \$5,000,000 of staged exploration expenditures over a three year period and issuing to Fission Spinco that number of common shares in the capital stock of Brades on closing that comprises 9.9% of the then issued common shares of Brades. In addition, Fission Spinco will retain a 2% Net Smelter Royalty on exercise of the option. Fission Spinco will be the operator of the CW Property. As a result As a result of the foregoing joint venture agreements, Fission Spinco will not be required to incur any expenditure on these two properties during the next 18 months.

SELECTED FINANCIAL INFORMATION

Financial Statements

Upon completion of the Fission Arrangement, the Fission Spinco Properties will form the primary business of Fission Spinco. As a result, included as Appendix "F" to this Circular are the audited carve-out financial statements and management discussion and analysis in respect of the Fission Spinco Properties (referred to in the financial statements as "The Exploration Business of Fission Uranium Corp.") for the financial years ended June 30, 2013, 2012 and 2011, comprised of carve-out statements of comprehensive loss, carve-out statements of changes in owner's net investment, carve- out statements of cash flows and notes to such carve-out statements for the years ended June 30, 2013, 2012 and 2011 and carve-out statements of financial position as at June 30, 2013 and 2012.

Included as Appendix "G" to this Circular are audited condensed interim financial statements of Fission Spinco for the period from incorporation on September 23, 2013 to September 30, 2013, comprised of the condensed interim statement of financial position, condensed interim statement of comprehensive loss, condensed interim statement of changes in equity, condensed interim statement of cash flows and notes to such statements. The financial statements of Fission Spinco were prepared in accordance with International Financial Reporting Standards.

Included as Appendix "H" to this Circular are the unaudited pro forma financial statements of Fission Spinco in respect of Fission Spinco after giving effect to the Fission Arrangement and the acquisition by Fission Spinco of the Fission Spinco Properties and which are comprised of: a pro forma statement of financial position as at June 30, 2013 that gives effect to the Fission Arrangement as if it had taken place on June 30, 2013; a pro forma statement of comprehensive loss for the year ended June 30, 2013 that gives effect to the Fission Arrangement as if it had taken place on July 1, 2012; and notes to the pro forma financial statements.

Selected Pro-Forma Financial Statement Information

The following tables set out selected pro forma financial information for Fission Spinco that give effect to the Fission Arrangement as at June 30, 2013 in the statement of financial position and as of July 1, 2012 in the statement of comprehensive loss, all of which is qualified by the more detailed information contained in the unaudited *pro forma* financial statements of Fission Spinco included as Appendix "H" to this Circular.

Fission 3.0 Corp.	
Selected Pro-Forma Financial Statement Information	
Unaudited Pro-Forma Statement of Financial Position	
as at June 30, 2013	
Assets	
Current Assets	
Cash and cash equivalents	\$3,000,001
Other current assets	\$647,307
Total Current Assets	\$3,647,308
Property and Equipment	\$16,021
Exploration and Evaluation Assets	\$4,505,222
Total Assets	\$8,168,551
Liabilities and Shareholders' Equity	
Total current liabilities	\$52,129
Deferred tax liability	\$1,187,674
Total shareholders' equity	\$6,928,748
Total Liabilities and Shareholders' Equity	\$8,168,551

Fission 3.0 Corp.	
Selected Pro-Forma Financial Statement Information	
Unaudited Pro-Forma Statement of Comprehensive Loss for the Year Ended	
June 30, 2013	
Expenses	

Business Development	\$107,510
...Consulting and directors fees	\$405,305
Depreciation	\$2,173
...Office and administration	\$157,317
...Professional fees	\$261,237
...Public relations and communications	\$147,057
...Share-based compensation	\$243,487
...Trade shows and conferences	\$46,576
...Wages and benefits	\$364,521
Total Expenses	\$1,735,183
Other items – income/(expense)	
Exploration management fee income	\$5,187
...Foreign exchange loss	(\$2,324)
...Unrealized gain on investments	\$186,667
...Exploration and evaluation write-down	(\$274,941)
Total	(\$85,411)
Loss before income taxes	(\$1,820,594)
Deferred income tax recovery	(\$253,150)
Net Loss and Comprehensive loss for the year	(\$2,073,744)
Basic and diluted loss per common share	(\$0.01)
Weighted average number of common shares outstanding	149,894,587

MANAGEMENT'S DISCUSSION AND ANALYSIS

Management Discussion and Analysis — from incorporation to September 30, 2013

The following Management's Discussion and Analysis ("MD&A") is as at October 29, 2013 and covers the period from Fission Spinco's incorporation to September 30, 2013. It includes financial information from, and should be read in conjunction with, the financial statements of the Fission Spinco and the notes thereto, which are attached as Appendix "G" to the Circular, as well as the disclosure contained throughout this Appendix "E" and the Circular. All dollar amounts in this MD&A are expressed in Canadian dollars unless otherwise indicated.

Overall Performance

Fission Spinco was incorporated on September 23, 2013, and commenced business at that time. Fission Spinco's sole business focus has been to (i) acquire and operate the exploration business of Fission solely in respect of the Fission Spinco Properties; and (ii) make application to list the Fission Spinco Shares on the TSX-V. To that end, Fission Spinco entered into various property and share transfer agreements with Fission for the acquisition of the Fission Spinco Properties (see in this Appendix "E" "General Development of Fission Spinco's Business - Fission Spinco Properties"). Other than these acquisitions, Fission Spinco has made no significant acquisitions or dispositions since incorporation.

Upon the completion of the Fission Arrangement and the Alpha Arrangement, Fission Spinco will commence exploration and, as warranted, development of the PLN Property.

As of the date of this MD&A, Fission Spinco's costs and operations have been funded, to date, by its sole shareholder, Fission. Fission Spinco will have available funds of approximately Cdn\$3 million, which management believes will be sufficient for all of Fission Spinco's needs in the first 18 months following listing on the TSX-V. See in this Appendix "E", "*Available Funds and Principal Purposes*". Fission Spinco may seek to raise additional funds through public or private equity funding, bank debt financing or from other sources.

The financial statements included in the Circular reflect Fission Spinco's start-up costs and initial operations to the date of the respective statements.

Selected Annual Information

The following table sets forth selected financial information with respect to Fission Spinco, which information has been derived from and should be read in conjunction with the audited condensed interim financial statements of Fission Spinco for the period from its incorporation on September 23, 2013 to September 30, 2013 (attached to the Circular).

	Period from incorporation on September 23, 2013 to September 30, 2013 (audited)
Total expenses.....	\$5,004
Net Loss and comprehensive loss for the period	(\$5,004)
Basic and diluted loss on a per common share basis	(\$5,004)
	As at September 30, 2013 (audited)
Financial Position	
Current assets.....	\$1
Total assets.....	\$1
Total liabilities.....	\$5,004
Shareholders' equity	(\$5,003)
Number of common shares outstanding ⁽¹⁾	1

⁽¹⁾ See in this Appendix "E", "*Description of Securities Distributed*" and "*Prior Sales*".

Significant Acquisitions and Significant Dispositions

Other than the acquisition of the Fission Spinco Properties, which includes Fission's interest in the Fission Spinco mineral interests, Fission Spinco has made no significant acquisitions or dispositions since incorporation. See in this Appendix "E" "*General Development of Fission Spinco's Business*".

Results of Operations

For the period ended September 30, 2013, Fission Spinco had administration expenses of \$5,004, being professional fees incurred in connection with its incorporation.

Liquidity and Capital Resources and Requirements

To date Fission Spinco's operations have been funded by Fission, its sole shareholder. As at September 30, 2013, Fission Spinco had share capital of \$1 and a working capital deficiency of \$5,003.

Fission Spinco has no source of revenue, income or cash flow. It is, as of the date of this MD&A, wholly dependent upon its sole shareholder, Fission, for advance of funds. Fission Spinco also needs to have adequate working capital for TSX-V listing purposes, being sufficient funds: i) for exploration of the Fission Spinco Properties and ii) to cover a minimum 18 months' of general and administrative expenses (estimated to be \$3 million for the first 18 months of operations following completion of the Fission Arrangement and the proposed listing of the Fission Spinco Shares on the TSX-V). Upon completion of the Fission Arrangement it is anticipated that Fission Spinco will have available funds of approximately \$3 million, which management estimates to be sufficient for all of Fission Spinco's needs in the first 18 months following listing of the Fission Spinco Shares on the TSX-V. See in this Appendix "E", "*Available Funds and Principal Purposes*" and "*Risks Associated With Fission Spinco*".

Transactions with Related Parties

Fission Spinco will be party to various property and share transfer and assignment agreements pursuant to which it acquired the Fission Spinco Properties (see in this Appendix "E", "*General Development of Fission Spinco's Business*", "*Promoters*" and "*Interests of Management and Other in Material Transactions*").

As at the date of the Circular, Fission Spinco is Fission's wholly-owned subsidiary and the directors and certain officers of Fission Spinco are also the directors and officers of Fission. See in this Appendix "E", "*Directors and Executive Officers*".

Proposed Transactions

Fission Spinco will apply to the TSX-V for listing of the Fission Spinco Shares on the TSX-V. Upon completion of the Fission Arrangement and satisfaction of all of the outstanding listing requirements of the TSX-V, management of Fission Spinco anticipates Fission Spinco will be a publicly traded junior mineral exploration company, with a portfolio of exploration properties in Canada and Peru, as well as an experienced board of directors and management team and, in the view of its management, capitalization sufficient to achieve its business objectives in the near term.

In order to become effective, the Fission Arrangement must be approved by a resolution passed by at least a two-thirds majority of the votes cast in respect of the Fission Arrangement Resolution (as defined and the text of which is set out in Appendix "A" to the Circular) by (a) Fission Shareholders; and (b) Fission Shareholders and Fission Optionholders voting together as a single class, in each case, present in person or represented by proxy at the Fission Meeting. The Fission Arrangement must also be sanctioned by the Court, which will consider the fairness of the Fission Arrangement to Fission Shareholders. In addition, completion of the Fission Arrangement is subject to customary closing conditions, all of which are described in the Circular. See in the Circular, "*The Meeting — The Fission Arrangement*". See also in this Appendix "E", "*Business Objectives and Milestones*".

Other than the Fission Arrangement and the transactions proposed to be completed prior thereto, as at the date of this MD&A, Fission Spinco has no proposed asset or business acquisitions or dispositions.

Additional Disclosure for Companies without Significant Revenue

The financial statements included in this Appendix “E” provide a breakdown of expenses incurred by Fission Spinco for the period ended September 30, 2013.

Disclosure of Outstanding Share Data

Fission Spinco has one class of shares outstanding, being common shares without par value (as previously defined herein, the “**Fission Spinco Shares**”). As at the date of this MD&A and the date of the Circular, one Fission Spinco Share was issued and outstanding. See in this Appendix “E”, “*Description of Securities Distributed*”, “*Prior Sales*” and “*Consolidated Capitalization*”.

As of the date of this MD&A, Fission Spinco has not granted any incentive stock options under the Fission Spinco Option Plan (as hereinafter defined), or otherwise, nor has it issued any other rights or securities to purchase Fission Spinco Shares. The board of directors of Fission Spinco (the “**Fission Spinco Board**”) does not intend to grant any incentive stock options until such time following listing as the trading price of the Fission Spinco Shares on the TSX-V has stabilized such that a fair market value exercise price for options can be determined. See in this Appendix “E”, “*Options and Other Rights to Purchase Securities of Fission Spinco*”.

Business Risks and Uncertainties

See in this Appendix “E”, “*Risks Associated with Fission Spinco*” for additional information, risks and uncertainties associated with Fission Spinco, its business and operations, and the Fission Spinco Shares. In addition, see in the Circular, “*The Meeting — Risks Associated with the Fission Arrangement*”.

Contractual Obligations

Fission Spinco presently has no contractual obligations other than as disclosed in the Circular, and agreements related to the Fission Spinco Properties as disclosed in this Appendix “E” under “*General Development of Fission Spinco’s Business — Fission Spinco Properties*”.

The Arrangement Agreement provides that Fission Spinco shall indemnify Alpha and Fission and their subsidiaries from and against all losses suffered or incurred by Alpha, Fission or their subsidiaries as a result of or arising, directly or indirectly, out of or in connection with, Fission Spinco Indemnified Liability (as such terms are defined in this Circular), provided that obligations of Fission Spinco shall expire and be terminated one year after the Effective Date. See in this Appendix “E”, “*Risks Associated with Fission Spinco — Fission Spinco Indemnified Liability Risk*”.

Financial Instruments and Risk Management

See Note 5 to Fission Spinco’s audited condensed interim financial statements for the period ended September 30, 2013, which are attached as Appendix “G” to, and form part of, this Circular

Off-Balance Sheet Arrangements

Fission Spinco does not have any off-balance sheet arrangements.

DESCRIPTION OF CAPITAL STRUCTURE

Authorized Capital

Fission Spinco's authorized share capital consists of an unlimited number of common shares without par value, of which one Fission Spinco Share (held by Fission) is issued and outstanding as fully paid and non-assessable as of the date of the Circular. Assuming completion of the Fission Arrangement pursuant to its terms, approximately 151,502,270 Fission Spinco Shares (assuming no exercise of Fission Options or Fission Warrants from the date of this Circular until the Effective Date) or approximately 168,143,186 Fission Spinco Shares (assuming all Fission Options and Fission Warrants are exercised prior to the Effective Date) will be issued and outstanding as fully paid and non-assessable on completion of the Fission Arrangement, all of which will be distributed to the Fission Shareholders.

Fission Spinco Shares

Fission Spinco Shares are not subject to any future call or assessment and do not have any pre-emptive, conversion or redemption rights, and all have equal voting rights. There are no special rights or restrictions of any nature attached to any of the Fission Spinco Shares, all of which rank equally as to all benefits which might accrue to the holders of the Fission Spinco Shares. All holders of Fission Spinco Shares are entitled to receive a notice of any general meeting to be convened by Fission Spinco. At any general meeting of Fission Spinco, subject to the restrictions on joint registered owners of Fission Spinco Shares, every Shareholder has one vote for each Fission Spinco Share of which he or she is the registered owner. Voting rights may be exercised in person or by proxy.

The holders of Fission Spinco Shares are entitled to share pro rata in any: (i) dividends if, as and when declared by the Fission Spinco Board, and (ii) such assets of Fission Spinco as are distributable to shareholders upon liquidation of Fission Spinco. The aggregate Fission Spinco Shares outstanding upon completion of the Fission Arrangement will be fully paid and non-assessable.

Fission Spinco Warrants

As of the date of this Circular, Fission Spinco does not have any warrants other than the approximately 3,115,000 Fission Warrants for which the Fission warrantholders will receive, upon exercise of the Fission Warrants, the number of Fission Spinco Shares which the Fission warrantholders would have been entitled to receive as a result of the Fission Arrangement, if immediately prior to the effective date of the Fission Arrangement, the Fission warrantholders had exercised their Fission Warrants.

Fission Spinco Stock Options

As of the date of the Circular, Fission Spinco has adopted the Fission Spinco Option Plan (see in this Appendix "E", "*Options and Other Rights to Purchase Securities of Fission Spinco — Fission Spinco Stock Option Plan*"). The Fission Spinco Board does not intend to grant any incentive stock options until such time following listing of the Fission Spinco Shares on the TSX-V that the trading price of the Fission Spinco Shares has stabilized such that a fair market value exercise price for options can be determined. At the Fission Meeting, Shareholders will be asked to consider and if advisable approve the Fission Spinco Option Plan. See in this Appendix "E" — *Fission Spinco Option Plan*.

Listing of Fission Spinco Shares

An application has been made for the listing of the Fission Spinco Shares on the TSX-V. Listing will be subject to Fission Spinco fulfilling all the initial listing requirements of the TSX-V. There can be no assurances as to if, or when, the Fission Spinco Shares will be listed or traded on the TSX-V, or any other stock exchange.

As at the date of the Circular, there is no market through which the Fission Spinco Shares to be distributed pursuant to the Fission Arrangement may be sold and Fission Shareholders may not be able to resell the Fission Spinco Shares to be distributed to them pursuant to the Fission Arrangement. This may affect the pricing of the Fission Spinco Shares in the secondary market, the transparency and availability of trading prices, the liquidity of the Fission Spinco Shares, and the extent of issuer regulation.

As at the date of the Circular, Fission Spinco does not have any of its securities listed or quoted, has not applied to list or quote any of its securities, and does not intend to apply to list or quote any of its securities on the TSX, a U.S. marketplace, or a marketplace outside Canada and the United States of America.

See in this Appendix “E”, “*Risks Associated with Fission Spinco*”.

DIVIDENDS

Fission Spinco has not paid dividends since its incorporation. While there are no restrictions precluding Fission Spinco from paying dividends, it has no source of cash flow and anticipates using all available cash resources toward its stated business objectives. At present, Fission Spinco’s policy is to retain earnings, if any, to finance its business operations. The Fission Spinco Board will determine if and when dividends should be declared and paid in the future based on Fission Spinco’s financial position at the relevant time.

CONSOLIDATED CAPITALIZATION

The following table sets out the share and loan capital of Fission Spinco. The table should be read in conjunction with the unaudited pro-forma financial statements attached as Appendix “H” to this Circular as well as with the other disclosure contained in this Appendix “E” and in the Circular. See also in this Appendix “E”, “*Description of Securities Distributed*” and “*Prior Sales*”.

Capital	Authorized	Amount outstanding as of September 30, 2013 ⁽¹⁾	Amount outstanding as of the date of the Circular ⁽¹⁾	Amount outstanding assuming completion of the Arrangement ⁽²⁾⁽³⁾
Fission Spinco Shares	Unlimited	1 share	1 share	151,502,270 Fission Spinco Shares
Long term debt	N/A	Nil	Nil	Nil

⁽¹⁾ See in this Appendix “E”, “*Prior Sales*”.

⁽²⁾ Represents the number of Fission Shares outstanding as of the date hereof.

⁽³⁾ Assumes no Fission Options or Fission Warrants are exercised prior to the Effective Date. This number would increase to 168,143,186 if all the Fission Options and Fission Warrants were exercised prior to the Effective Date.

OPTIONS TO PURCHASE SECURITIES

Fission Spinco Option Plan

The Fission Spinco Board, with the approval of Fission as Fission Spinco's sole shareholder, has adopted a stock option incentive plan (the "**Fission Spinco Option Plan**") that will be implemented upon acceptance by: (i) the Fission Securityholders at the Fission Meeting and (ii) the TSX-V in conjunction with the proposed listing of the Fission Spinco Shares on the TSX-V. The Fission Spinco Option Plan is a rolling stock option plan that sets the number of Fission Spinco Shares issuable under the Fission Spinco Option Plan at a maximum of 10% of the Fission Spinco Shares issued and outstanding at the time of any grant under the Fission Spinco Option Plan. As of the date of the Circular, Fission Spinco has not granted any incentive stock options under the Fission Spinco Option Plan, or otherwise, nor has it issued any other rights or securities to purchase Fission Spinco Shares. The Fission Spinco Board does not intend to grant any incentive stock options until such time following listing of the Fission Spinco Shares on the TSX-V that the trading price of the Fission Spinco Shares on the TSX-V has stabilized, such that a fair market value exercise price for options can be determined.

Summary of the Fission Spinco Option Plan

The Fission Spinco Option Plan reserves for issuance a maximum of 10% of the Fission Spinco Shares at the time of a grant of options under the Fission Spinco Option Plan. The Fission Spinco Option Plan will be administered by the Fission Spinco Board and provide for grants of non-transferable options under the Fission Spinco Option Plan at the discretion of the Fission Spinco Board, to directors, officers, employees, management company employees of, or consultants to, Fission Spinco and its subsidiaries, or their permitted assigns (each an "**Eligible Person**").

The exercise price of options granted under the Fission Spinco Option Plan will be determined by the Fission Spinco Board. Following listing of the Fission Spinco Shares on the TSX-V, the exercise price must not be lower than the last closing sales price for the common shares as quoted on the TSX-V for the market trading day immediately prior to the date of grant of the option, less any discount permitted by the TSX-V.

Options to acquire more than 2% of the issued and outstanding Fission Spinco Shares may not be granted to any one consultant in any 12-month period and options to acquire more than an aggregate of 2% of the issued and outstanding Fission Spinco Shares may not be granted to persons employed to provide Investor Relations Activities (as such term is defined by the policies of the TSX-V) in any 12-month period. Options granted to acquire more than 5% of the issued and outstanding Fission Spinco Shares may not be granted to any one individual in any 12-month period.

The term of any options granted under the Fission Spinco Option Plan will be fixed by the Fission Spinco Board and may not exceed five years. Should an Eligible Person cease to qualify as an Eligible Person under the Fission Spinco Option Plan prior to expiry of the term of their respective options, those options will terminate at the earlier of (i) the end of the period of time permitted for exercise of the option or, (ii) the 90th day after the option holder ceases to be an Eligible Person for any reason other than death, disability or just cause. If an option holder providing Investor Relations Activities ceases to provide such Investor Relations Activities to Fission Spinco, options granted to such option holder will expire on the 30th day after such cessation. If such cessation as an Eligible Person is on account of disability or death, the options terminate on the first anniversary of such cessation, and if it is on account of termination of employment for just cause, the options terminate immediately.

The Fission Spinco Option Plan also provides for adjustments to outstanding options in the event of alteration in the capital structure of Fission Spinco, merger or amalgamation involving Fission Spinco or Fission Spinco's entering into a plan of arrangement. Moreover, upon a change of control, all options outstanding under the Fission Spinco Option Plan shall become immediately exercisable.

The directors of Fission Spinco may, at their discretion at the time of any grant, impose a schedule over which period of time options will vest and become exercisable by the optionee; however, for so long as the Fission Spinco Shares are listed on the TSX-V, options granted to persons performing Investor Relations Activities must vest in stages over a 12-month period with no more than one quarter of the options vesting in any three month period.

Subject to any required approval of the TSX-V, the Fission Spinco Board may terminate, suspend or amend the terms of the Fission Spinco Option Plan, provided that for certain amendments, the Fission Spinco Board must obtain shareholder approval, and, where required, Disinterested Shareholder Approval (as such term is defined in the Fission Spinco Option Plan).

TSX-V policy requires that the Fission Spinco Option Plan be approved and ratified by Fission Spinco's shareholders and submitted to the TSX-V for acceptance on an annual basis. Further shareholder approval will not be required for option grants made in accordance with the Fission Spinco Option Plan, except in certain circumstances as required by the policies of the TSX-V.

See *"Particulars of Other Matters to be Acted Upon – Approval of Fission Spinco's Stock Option Plan"*.

PRIOR SALES

As of the date of this Circular, Fission Spinco has not issued any shares, other than the one share held by Fission. On the Effective Date, it is expected that 151,502,270 Fission Spinco Shares will be outstanding pursuant to the Fission Arrangement (assuming no Fission Options or Fission Warrants are exercised between the date of this Circular and the Effective Date) or 168,143,186 Fission Spinco Shares (assuming all Fission Options and Fission Warrants are exercised prior to the Effective Date).

MARKET FOR SECURITIES

Currently, there is no market for the Fission Spinco Shares. On September 27, 2013, the TSX-V conditionally approved for listing the Fission Spinco Shares. Listing is subject to Fission Spinco meeting the initial listing requirements of the TSX-V, and meeting all conditions of listing imposed by the TSX-V. There can, however, be no assurance as to if, or when, the Fission Spinco Shares and Fission Spinco Warrants will be listed for trading on the TSX-V.

ESCROWED SHARES

Fission Spinco does not have any of its securities subject to escrow or contractual restrictions on transfer, nor will it upon completion of the Fission Arrangement, subject to regulatory approval thereof.

PRINCIPAL SECURITYHOLDERS

As of the date of the Circular, Fission holds 100% of the issued Fission Spinco Shares. Assuming completion of the Fission Arrangement and to the knowledge of Fission Spinco's directors and officers, no person will beneficially own, directly or indirectly, or exercise control or direction over more than 10% of the then issued Fission Spinco Shares.

DIRECTORS AND EXECUTIVE OFFICERS

As at the date of the Circular, all of the Directors of Fission are also the directors of Fission Spinco, having been elected as Fission Spinco's directors by Fission, Fission Spinco's sole shareholder. The directors of Fission Spinco will be elected annually at each annual general meeting of the Fission Spinco shareholders and will hold office until the next annual general meeting unless a director's office is earlier vacated in accordance with the Articles of Fission Spinco or he becomes disqualified to serve as a director. As at the date of the Circular, the directors and executive officers of Fission Spinco hold no Fission Spinco Shares. Assuming completion of the Fission Arrangement and based on the number of Fission Shares beneficially owned, directly or indirectly, or over which control or direction is exercised by all of the directors and officers of Fission Spinco as a group as at the date of the Circular, the number and percentage of Fission Spinco Shares that will be beneficially owned, directly or indirectly, or over which control or direction will be exercised by all of the directors and executive officers of Fission Spinco as a group will be approximately 3.83% of the then issued and outstanding Fission Spinco Shares. See in the Circular, "*The Meeting — Fission Voting Agreements*".

The names, province or state and country of residence, positions and offices, and principal occupations of each of the directors and executive officers of Fission Spinco are as follows:

Name and place of residence	Principal occupation ⁽⁴⁾	Percentage of shares owned	Director and/or Officer since
Devinder Randhawa ⁽¹⁾⁽²⁾⁽³⁾ British Columbia, Canada <i>Director, Chairman and CEO</i>	Mr. Randhawa is the Chairman and CEO of Fission and President of RD Capital Inc., a privately held consulting firm providing venture capital and corporate finance services to emerging companies in the resources and non-resource sectors both in Canada and the U.S.	2.39%	September 23, 2013
Ross McElroy ⁽³⁾ British Columbia, Canada <i>Director President and COO</i>	Mr. McElroy is the President and COO of Fission and a professional geologist with over 25 years of experience in the mining industry.	1.16%	September 23, 2013
Frank Estergaard ⁽¹⁾ British Columbia, Canada <i>Director</i>	Mr. Estergaard is a professional Chartered Accountant who retired as a Partner with KPMG in 2001. Mr. Estergaard has served as CFO or a Director and Chairman of the audit committee for several public companies.	0.24%	September 23, 2013
William Marsh ⁽¹⁾⁽³⁾ British Columbia, Canada <i>Director</i>	Mr. Marsh is an independent consultant providing drilling advice to both public and private companies operating in Canada and internationally.	Nil	September 23, 2013
Jeremy Ross ⁽²⁾ British Columbia, Canada <i>Director</i>	Mr. Ross is a corporate development consultant with over 15 years experience advising junior mining and oil and gas companies.	0.03%	September 23, 2013

Name and place of residence	Principal occupation ⁽⁴⁾	Percentage of shares owned	Director and/or Officer since
Gregory Downey British Columbia, Canada CFO	Chief Financial Officer of Fission. Mr. Downey obtained his Certified Management Accountant designation in 1991 and is a member of the Certified Management Accountants of British Columbia. He also holds a diploma in Business Administration from the Southern Alberta Institute of Technology. Mr. Downey has over 25 years of diverse financial experience in the oil and gas, manufacturing, construction and the public sectors. Mr. Downey has provided business advisory and financial accounting services to many medium and large size organizations.	0.01%	September 23, 2013

(1) Member of the Audit Committee.

(2) Member of the Corporate Governance and Nominating Committee.

(3) Member of the Compensation Committee

(4) The information as to principal occupation has been furnished by each director and/or officer individually.

See in this Appendix “E” *“Audit Committee” and “Corporate Governance - Board Committees”*.

As at the date hereof, there are no Fission Spinco Shares beneficially owned, directly or indirectly, or control or direction was exercised over those shares, by the directors and executive officers of Fission Spinco. On the Effective Date, each of the directors and executive officers of Fission Spinco will beneficially own, directly or indirectly, or control or direct one Fission Spinco Share for each one Fission Share held. It is expected that 5,808,732 Fission Spinco Shares, or approximately 3.83% of the Fission Spinco Shares outstanding on a non-diluted basis will be beneficially owned, directly or indirectly, or control or direction will be exercised over those shares, by the directors and executive officers of Fission Spinco as a group.

Cease Trade Orders, Penalties, Sanctions or Bankruptcies

No director or executive officer of Fission Spinco is, or within ten years prior to the date hereof has been, a director, chief executive officer or chief financial officer of any company (including Fission Spinco) that, (i) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued while the director or executive officer was acting in the capacity as director, chief executive officer or chief financial officer; or (ii) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the director or executive officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

No director or executive officer of Fission Spinco, or a shareholder holding a sufficient number of securities of Fission Spinco to affect materially control of Fission Spinco, (i) is, or within ten years

prior to the date hereof has been, a director or executive officer of any company (including Fission Spinco) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets, or (ii) has, within ten years prior to the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the director, executive officer or shareholder.

No director or executive officer of Fission Spinco, or a shareholder holding a sufficient number of securities of Fission Spinco to affect materially the control of Fission Spinco, has been subject to (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

The foregoing, not being within the knowledge of Fission Spinco, has been furnished by the respective directors, executive officers and shareholders holding a sufficient number of securities of Fission Spinco to affect materially control of Fission Spinco.

Conflicts of Interest

Certain directors and officers of Fission Spinco are also directors, officers or shareholders of other companies that are similarly engaged in the business of acquiring, developing and exploiting natural resource properties, including Fission. Such associations to other public companies in the resource sector may give rise to conflicts of interest from time to time. As a result, opportunities provided to a director of Fission Spinco may not be made available to Fission Spinco, but rather may be offered to a company with competing interests. The directors and senior officers of Fission Spinco are required by law to act honestly and in good faith with a view to the best interests of Fission Spinco and to disclose any personal interest which they may have in any project or opportunity of Fission Spinco, and to abstain from voting on such matters.

The directors and officers of Fission Spinco are aware of the existence of laws governing the accountability of directors and officers for corporate opportunity and requiring disclosure by the directors of conflicts of interests and Fission Spinco will rely upon such laws in respect of any directors' and officers' conflicts of interest or in respect of any breaches of duty by any of its directors and officers.

EXECUTIVE COMPENSATION

Compensation of Executive Officers

Fission Spinco was incorporated on September 23, 2013 and, accordingly, has not yet completed a financial year and has not yet developed a compensation program. Upon completion of the Fission Arrangement, it is anticipated that Fission Spinco will establish a compensation committee (the "**Compensation Committee**") which will recommend how directors will be compensated for their services as directors. The Compensation Committee is expected to recommend the granting of stock options in such amounts and upon such terms as may be recommended by the Compensation Committee and approved by the Fission Spinco Board from time to time.

The Compensation Committee will also consider and make recommendations with respect to the compensation of the executive officers of Fission Spinco. It is anticipated that all executive officers of

Fission Spinco will receive cash compensation and stock option grants in line with market practice for public issuers in the same industry and market and of the same size as Fission Spinco.

Long-Term Incentive Plan

Fission Spinco does not have any long-term incentive plans.

Option-based Awards

Following completion of the Fission Arrangement, Fission Spinco will not have any Fission Spinco Options outstanding.

Pension Plan Benefits

Fission Spinco does not have defined benefit or defined contribution plans.

Director Compensation

Upon completion of the Fission Arrangement, it is anticipated that Fission Spinco will pay cash compensation to its directors in amounts paid to directors of comparable publicly traded Canadian companies for services rendered in their capacity as directors.

AUDIT AND CORPORATE GOVERNANCE

Board of Directors

National Instrument 52-110 – Audit Committees (“**NI 52-110**”) sets out the standard for director independence. Under NI 52-110, a director is independent if he or she has no direct or indirect material relationship with Fission Spinco. A material relationship is a relationship which could, in the view of the Fission Spinco Board, be reasonably expected to interfere with the exercise of a director’s independent judgment. NI 52-110 also sets out certain situations where a director will automatically be considered to have a material relationship with Fission Spinco. Applying the definition set out in NI 52-110, the following members of the Fission Spinco Board are independent Frank Estergaard, Jeremy Ross and William Marsh. Devinder Randhawa being the Chief Executive Officer and Ross McElroy being the President and Chief Operating Officer of Fission Spinco are not independent.

The Fission Spinco Board as a whole has responsibility for developing Fission Spinco’s approach to: (i) financial reporting and internal controls; (ii) issues relating to compensation of directors, officers and employees; (iii) corporate governance issues and matters relating to nomination of directors; and (iv) administration of timely and accurate disclosure, confidentiality and insider trading policy, certain of which responsibilities are delegated to Fission Spinco’s Audit Committee (see “*Board Committees*” and “*Audit Committee*” which follow).

The Fission Spinco Board is responsible for approving long-term strategic plans and annual operating plans and budgets recommended by management. The Fission Spinco Board’s consideration and approval is also required for material contracts and business transactions, and all debt and equity financing transactions. The Fission Spinco Board delegates to management responsibility for meeting defined corporate objectives, implementing approved strategic and operating plans, carrying on Fission Spinco’s business in the ordinary course, managing Fission Spinco’s cash flow, evaluating new business opportunities, recruiting staff and complying with applicable regulatory requirements. The Fission Spinco Board also looks to management to furnish

recommendations respecting corporate objectives, long-term strategic plans and annual operating plans.

The independent directors do not hold regularly scheduled meetings at which non-independent directors and members of management are not in attendance. However, where deemed necessary by the independent directors, the independent directors hold in-camera sessions exclusive of non-independent directors and members of management, which process facilitates open and candid discussion amongst the independent directors.

Other Directorships

Certain of the directors of Fission Spinco are also directors of other issuers that are “reporting issuers” as that term is defined in and for the purposes of securities legislation, which positions are summarized as follows:

Name of Director	Other Reporting Issuer	Market	Position	From	To
Devinder Randhawa	Ballyliffin Capital Corp.	TSX-V	Director	December 14, 2006	Present
	Wolfpack Capital Corp.	TSX-V	Director	May 23, 2013	Present
	Azincourt Resources Inc.	TSX-V	Director	May 14, 2013	Present
	Papuan Precious Metals Corp.	TSX-V	Director	July 7, 2006	Present
	Fission Uranium Corp.	TSX-V	President, Chairman and Director	February 13, 2013	Present
Ross McElroy	Papuan Precious Metals Corp.	TSX-V	Director	February 15, 2011	Present
	Fission Uranium Corp.	TSX-V	President, COO and Director	February 13, 2013	Present
	Wolfpack Capital Corp.	TSX-V	Director	May 23, 2013	Present
	Goldrush Resources Ltd.	TSX-V	Director	November 26, 2012	Present
Frank Estergaard	Fission Uranium Corp.	TSX-V	Director	February 13, 2013	Present
Jeremy Ross	Fission Uranium Corp.	TSX-V	Director	June 13, 2013	Present
	Toro Resources Corp.	TSX-V	Director	June 23, 2013	Present
William Marsh	Ballyliffin Capital Corp.	TSX-V	Director	December 14, 2006	Present
	Wolfpack Capital Corp.	TSX-V	Director	May 23, 2013	Present
	Fission Uranium Corp.	TSX-V	Director	May 31, 2013	Present

Position Descriptions

Devinder Randhawa is the Chair of the Fission Spinco Board. The Chair of the Fission Spinco Board will primarily be responsible for ensuring that the Fission Spinco Board is functioning properly and that it is meeting its obligations and responsibilities to Fission Spinco under the CBCA. The responsibilities of the chairman of the Audit Committee are set out in the Audit Committee charter which is mandated by the Fission Spinco Board. The Fission Spinco Board has not adopted position

descriptions and position descriptions and responsibilities will be determined as necessary and from time to time for each position.

Orientation and Continuing Education

As it was only recently incorporated, Fission Spinco has not yet developed an official orientation or training program for new directors, and this has not, to date, been necessary as the directors of Fission Spinco are also directors of Fission and familiar with the role of a director of a publicly listed mineral resource company. However, going forward, new directors will be provided the opportunity to become familiar with Fission Spinco by meeting with the other directors and with officers and employees. Orientation activities will be tailored to the particular needs and experience of each director and the overall needs of the Fission Spinco Board. Potential candidates will be provided with publicly available materials in order to acquaint themselves with Fission Spinco, including recent press releases, financial reports and other relevant materials.

The Fission Spinco Board encourages each of the directors to stay current on developing corporate governance requirements through continuous improvement and education. Directors are routinely provided information and publications on developing regulatory issues.

Ethical Business Conduct

It is anticipated that the Fission Spinco Board will adopt a Code of Business Ethics and Conduct (the “**Code of Ethics**”), substantially in the form attached to this Appendix “E” as Schedule “1”, applicable to all of its directors, officers and employees, including the Chief Executive Officer, the President, the Chief Financial Officer and other person performing financial reporting functions. The Code of Ethics will communicate to directors, officers and employees standards for business conduct in the use of Fission Spinco company time, resources and assets, and will identify and clarify proper conduct in areas of potential conflict of interest. Each director, officer and employee will be provided with a copy of the Code of Ethics and will be asked to sign an acknowledgement that the standards and principles of the Code of Ethics will be maintained at all times on Fission Spinco business. The Code of Ethics is designed to deter wrongdoing and promote: (a) honest and ethical conduct; (b) compliance with laws, rules and regulations; (c) prompt internal reporting of Code of Ethics violations; and (d) accountability for adherence to the Code of Ethics. Violations from standards established in the Code of Ethics, and specifically under internal accounting controls, are reported to the Chairperson of Fission Spinco’s Audit Committee and can be reported anonymously. The Fission Spinco’s Audit Committee will report to the Fission Spinco Board any reported violations at least quarterly, or more frequently depending on the specifics of the reported violation.

A copy of Fission Spinco’s proposed Code of Business Ethics and Conduct is attached to this Appendix “E” as Schedule “1” and will be electronically filed with regulators and available for viewing under Fission Spinco’s profile on SEDAR at www.sedar.com following completion of the Fission Arrangement.

Nomination of Directors

The Fission Spinco Board has formed a Corporate Governance and Nominating Committee (the “**CGNC**”) comprised of Devinder Randhawa, (Chair), William Marsh and Jeremy Ross for the purpose of identifying new candidates for election to the Fission Spinco Board. The CGNC prepares a shortlist of potential candidates through discussion with respected financial, legal and commercial institutions and interviews the interested candidates. The key criteria include the following: (i) professional background and related qualifications; (ii) industry experience and relevant professional relationships; (iii) other board appointments; (iv) professional standing and reputation in the investment and mining communities; (v) membership of industry committees and (vi) particular

technical or financial background depending on the mix of experience on the Fission Spinco Board at that time.

The Fission Spinco Board reviews the recommendations of the CGNC and makes the final determination about director nominations and appointments. Where appropriate, independent consultants are engaged to identify possible new candidates for the Fission Spinco Board.

Board Mandate

The board of directors has not adopted a written mandate however it is required to monitor the management of the business and affairs of Fission Spinco and to act with a view to the best interests of Fission Spinco. The board of directors will oversee the development, adoption and implementation of Fission Spinco's strategies and plans.

Board Committees

The Fission Spinco Board has appointed the CGNC (described above), the Fission Spinco Audit Committee comprised of Frank Estergaard (Chair), Devinder Randhawa and William Marsh and upon completion of the Fission Arrangement, will establish its Compensation Committee comprised of Devinder Randhawa, Ross McElroy and William Marsh. A description of the authority, responsibilities, duties and function of the Fission Spinco Audit Committee can be found in this Appendix "E" under the heading "*Audit Committee*", which follows.

Assessments

The Fission Spinco Board does not consider that formal assessments would be useful at this stage of Fission Spinco's development. The Fission Spinco Board, at least annually, will conduct informal assessments of the Fission Spinco Board's effectiveness, the individual directors and reports from each committee representing its own effectiveness. As part of the amendments, the Fission Spinco Board or the individual committee may review their respective mandate or charter and conduct reviews of applicable policies.

Audit Committee

Audit Committee Charter

The Fission Spinco Audit Committee is ultimately responsible for the policies and practices relating to integrity of financial and regulatory reporting, as well as internal controls to achieve the objectives of safeguarding of corporate assets, reliability of information, and compliance with laws. It is anticipated that the Fission Spinco Board will adopt an Audit Committee Charter, substantially in the form attached to this Appendix "E" as Schedule "2", mandating the role of the Fission Spinco Audit Committee in supporting the Fission Spinco Board in meeting its responsibilities to its shareholders.

Audit Committee Members

The Audit Committee will be comprised of at least three members, all of whom shall be Directors of Fission Spinco. Whenever reasonably feasible members of the Audit Committee should be independent and shall have no direct or indirect material relationship with Fission Spinco. If less than a majority of the Fission Spinco Board are independent, then a majority of the members of the Audit Committee may be made of members that are not independent of Fission Spinco, provided that there is an exemption in the applicable securities law, rule, regulation, policy or instrument (if any).

Relevant Education and Experience

All of the Fission Spinco Audit Committee members are experienced businessmen with experience in financial matters; each has a broad understanding of accounting principles used to prepare financial statements and varied experience as to general application of such accounting principles, as well as the internal controls and procedures necessary for financial reporting, garnered from working in their individual fields of endeavour. In addition, each of the members of the Fission Spinco Audit Committee has knowledge of the role of an audit committee in the realm of reporting companies. Set out below is a description of the education and experience of each member of the Fission Spinco Audit Committee that is relevant to the performance of her or his responsibilities as an audit committee member.

Mr. Devinder Randhawa CEO, chairman and director of Fission Uranium Corp. and President of RD Capital Inc., a privately held consulting firm providing venture capital and corporate finance services to emerging companies in the resources and non-resource sectors both in Canada and the US. Mr. Randhawa obtained an MBA in Finance from the University of British Columbia in 1985.

Mr. Frank Estergaard Mr. Estergaard is a professional Chartered Accountant who retired as a Partner with KPMG in 2001. Mr. Estergaard has served as CFO, Director and Chairman of the Audit Committee for several other public and private companies. Mr. Estergaard was awarded a B.Com from the University of British Columbia in 1963, was granted the designation of a Chartered Accountant in British Columbia in 1965 and in Ontario in 1989.

Mr. William Marsh Mr. Marsh is an independent consultant providing drilling advice to both public and private companies operating in Canada and internationally.

Pre-Approved Policies and Procedures for Non-Audit Services

Fission Spinco's Audit Committee Charter requires that management seek approval from the Fission Spinco Audit Committee of all non-audit services to be provided to Fission Spinco or any of its subsidiaries by Fission Spinco's external auditor, prior to engaging the external auditor to perform those non-audit services.

External Auditor Service Fees

Since Fission Spinco's incorporation on September 23, 2013, no fees, audit or otherwise, have been billed to Fission Spinco by its auditor, PriceWaterhouseCoopers LLP, Chartered Accountants.

Reliance on Exemption

As Fission Spinco is an "IPO venture issuer" for purposes of applicable securities legislation, Fission Spinco is relying on the exemption in Section 6.1 of NI 52-110 from the requirements of Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*).

PROMOTERS

Fission took the initiative of founding and organizing Fission Spinco and its business and operations and, as such, may be considered to be the promoter of Fission Spinco for the purposes of applicable securities legislation. As at the date of the Circular, Fission is the sole (100%) shareholder of Fission Spinco and has transferred or will transfer assets to Fission Spinco to hold and operate the Fission Spinco Properties and as contemplated by the terms of the Fission Arrangement. See in this

Appendix “E”, “*General Development of Fission Spinco’s Business*”, “*Material Properties*” and “*Prior Sales*”. See also in the Circular, “*The Meeting — The Fission Arrangement*”, “*The Meeting—Reasons for the Arrangement*” and Appendix “D”, “*Information Concerning Fission*”.

The claims comprising the PLN Property have associated costs as reflected in the audited carve-out financial statements and management discussion and analysis in respect of the Fission Spinco Properties for the financial years ended June 30, 2013, 2012 and 2011 attached hereto as Appendix “F”.

During the 10 years prior to the date of the Circular, Fission has not been subject to:

- (a) a cease trade order (including any management cease trade order which applied to directors or executive officers of a company, whether or not the person is named in the order), or
- (b) an order similar to a cease trade order, or
- (c) an order that denied the relevant company access to any exemption under securities legislation,

that was in effect for a period of more than 30 consecutive days; nor has Fission been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision;

nor has Fission become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver manager or trustee appointed to hold its assets.

LEGAL PROCEEDINGS AND REGULATORY ACTIONS

Legal Proceedings

Other than as described below, Fission Spinco is not aware of any material legal proceedings to which Fission Spinco or a proposed subsidiary is a party or to which the Fission Spinco Properties are subject, nor is Fission Spinco aware that any such proceedings are contemplated:

- On July 29, 2013, Fission filed a Notice of Civil Claim, as amended on September 17, 2013, in the Supreme Court of British Columbia naming Jody Dahrouge, Debbie Dahrouge, 877384 Alberta Ltd. and Dahrouge Geological Consulting Ltd. as defendants (the “**Claim**”). The Claim relates to allegations of breach of fiduciary duties and knowing assistance in breach of the same. The amount being claimed is unspecified. This matter is being contested and is currently before the Supreme Court of British Columbia. Jody Dahrouge was a former director of Fission Energy. Pursuant to the Denison Arrangement, Fission Energy transferred, among other things, its rights and interests in the Claim to Fission, and upon completion of the Fission Arrangement and the Alpha Arrangement, Fission will transfer its rights and interests in the same to Fission Spinco. Fission Spinco has agreed to indemnify Fission to the extent that Fission incurs any costs in connection with the Claim.
- On October 27, 2013, counsel for Fission received a draft counterclaim in relation to the Claim in which Jody Dahrouge, Debbie Dahrouge, 877384 Alberta Ltd. and Dahrouge

Geological Consulting Ltd. are the plaintiffs by way of counterclaim, and Devinder Randhawa, Fission, Fission Energy, and Denison are the defendants by way of counterclaim (the “**Counterclaim**”). The Counterclaim includes allegations of breaches of British Columbia securities laws, slander, wrongful interference, improper assignment, and improper variation of obligations. The relief being sought in the Counterclaim includes unspecified losses and damages, declarations of ownership in relation to certain mineral permits and claims, declarations concerning the enforceability of certain assignments, injunctions preventing the defendants by way of counterclaim from disparaging certain mineral permits and claims, interest, and costs. The Counterclaim has yet to be filed and served. Fission Spinco believes the Counterclaim is without merit and, if it is filed, Fission Spinco intends to vigorously defend itself.

Regulatory Actions

There are currently no: (a) penalties or sanctions imposed against Fission Spinco by a court relating to securities legislation or by a securities regulatory authority; (b) other penalties or sanctions imposed by a court or regulatory body against Fission Spinco that would likely be considered important to a reasonable investor in making an investment decision in Fission Spinco; and (c) settlement agreements Fission Spinco entered into before a court relating to securities legislation or with a securities regulatory authority since Fission Spinco was incorporated.

INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

Since Fission Spinco’s incorporation, no director, executive officer, or shareholder who beneficially owns, or controls or directs, directly or indirectly, more than 10% of the outstanding Fission Spinco Shares, or any known associates or affiliates of such persons, has or has had any material interest, direct or indirect, in any transaction or in any proposed transaction that has materially affected or is reasonably expected to materially affect Fission Spinco other than Fission in connection with Fission Spinco’s incorporation (see in this Appendix “E” “*Corporate Structure*” and “*Promoters*”), the entering into of the Arrangement Agreement (see in the Circular, “*The Meeting — The Fission Arrangement*”), and the transfer of assets to Fission Spinco in connection with the Fission Arrangement (see in this Appendix “E” , “*General Development of Fission Spinco’s Business*”). See also in this Appendix “E”, “*Material Contracts*” below.

Certain directors and officers of Fission are also the directors and officers of Fission Spinco. See in the Circular under the heading “*The Fission Meeting — Background to the Fission Arrangement*”, “*The Fission Meeting — Recommendation of the Fission Board*”, “*The Fission Meeting — Reasons for the Fission Arrangement*”, and “*The Fission Meeting — Fission Voting Agreements*”.

AUDITOR

The auditor of Fission Spinco is PriceWaterhouseCoopers LLP, Chartered Accountants of Vancouver, British Columbia, which was appointed on September 23, 2013.

TRANSFER AGENT AND REGISTRAR

The registrar and transfer agent of Fission Spinco and for the Fission Spinco Shares is Computershare Investor Services Inc. with offices at 3rd Floor, 510 Burrard Street, Vancouver, British Columbia V6C 3A8 Canada.

INTERESTS OF EXPERTS

PriceWaterhouseCoopers LLP, the auditor of Fission Spinco, has confirmed that it is independent with respect to Fission Spinco within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of British Columbia.

Certain legal matters relating to the Fission Arrangement and Fission Spinco will be passed upon by Blake, Cassels & Graydon LLP of Vancouver, British Columbia, legal counsel to Fission Spinco.

None of the aforementioned persons nor any directors, officers, employees or partners, as applicable, of each of the aforementioned companies and partnerships, has received or will receive as a result of the Fission Arrangement a direct or indirect interest in a property of Fission Spinco or any associate or affiliate of Fission Spinco, nor is currently expected to be elected, appointed or employed as a director, officer or employee of Fission Spinco or any associate or affiliate of Fission Spinco.

MATERIAL CONTRACTS

Since its incorporation, Fission Spinco has entered into a number of agreements pursuant to which it has acquired the Fission Spinco Properties, however, none of these contracts will be considered, pursuant to applicable securities legislation, to be material to Fission Spinco upon completion of the Fission Arrangement.

Pursuant to the Fission Arrangement, Fission Spinco will acquire the option agreement between Fission and Azincourt dated April 29, 2013; which will be filed on Fission Spinco's SEDAR profile at www.sedar.com in due course.

OTHER MATERIAL FACTS

There are no other material facts other than as disclosed herein.

FINANCIAL STATEMENTS

See in this Circular "*Selected Financial Information — Financial Statements*" and Appendices "F", "G" and "H".

SCHEDULE “1”

FISSION 3.0 CORP.

CODE OF BUSINESS CONDUCT AND ETHICS

INTRODUCTION

This Code of Business Conduct and Ethics (“**Code**”) has been adopted by our Board of Directors to summarize the standards of business conduct that must guide our actions. This Code applies to all directors, officers, and employees of Fission 3.0 Corp. and its subsidiaries (the “**Corporation**”). The Corporation has issued this Code to deter wrongdoing and to promote:

- honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- avoidance of conflicts of interest with the interests of the Corporation, including disclosure to an appropriate person of any material transaction or relationship that reasonably could be expected to give rise to such a conflict;
- confidentiality of corporate information;
- protection and proper use of corporate assets and opportunities;
- compliance with applicable governmental laws, rules and regulations;
- the prompt internal reporting of any violations of this Code to an appropriate person or person identified in the Code; and
- accountability for adherence to the Code.

This Code provides guidance to you on your ethical and legal responsibilities. We expect all directors, officers and employees worldwide to comply with the Code, and the Corporation is committed to taking prompt and consistent action against violations of the Code. Violation of the standards outlined in the Code may be grounds for disciplinary action up to and including termination of employment or other business relationships. Employees, officers and directors who are aware of suspected misconduct, illegal activities, fraud, abuse of the Corporation’s assets or violations of the standards outlined in the Code are responsible for reporting such matters.

Because rapid changes in our industry and regulatory environment constantly pose new ethical and legal considerations, no set of guidelines should be considered to be the absolute last word under all circumstances. Although laws and customs will vary in the many different countries in which we operate, our basic ethical responsibilities are global. In some instances, there may be a conflict between the laws of countries that apply to the operations of the Corporation. When you encounter such a conflict, you should consult the Corporation’s Legal Counsel to understand how to resolve that conflict properly.

1. Basic Obligations

Under the Corporation’s ethical standards, directors, officers and employees share certain responsibilities. It is your responsibility to (a) become familiar with, and conduct Corporation

business in compliance with, applicable laws, rules and regulations and this Code; (b) treat all Corporation employees, customers and business partners in an honest and fair manner; (c) avoid situations where your personal interests are, or appear to be, in conflict with the Corporation interests; and (d) safeguard and properly use the Corporation's proprietary and confidential information, assets and resources, as well as those of the Corporation's customers and business partners.

Certain of the Corporation's policies are complemented by specific responsibilities set forth in documents such as the Corporation's Insider Trading Policy and the Corporation's Disclosure Policy. Those policies should be separately consulted by the Corporation directors, officers and employees and are not incorporated by reference into this Code. Please consult with Human Resources for copies of any policies that you may require.

2. Raising Concerns

If you should learn of a potential or suspected violation of the Code, you have an obligation to promptly report the violation. You may do so orally or in writing and, if preferred, anonymously. You have several options for raising concerns.

- (a) Raise your concerns with your superior or manager, if any;
- (b) Raise your concerns with your local Human Resources representative; or
- (c) Raise your concerns with the Corporation's Chief Executive Officer or General Counsel, if any.

If the issue or concern is related to the internal accounting controls of the Corporation or any accounting or auditing matter, you may report it anonymously to the Audit Committee.

3. Policy Against Retaliation

The Corporation prohibits any director or employee from retaliating or taking adverse action against anyone for raising in good faith suspected conduct violations or helping to resolve a conduct concern. Any individual who has been found to have engaged in retaliation against a Corporation director, officer or employee for raising, in good faith, a conduct concern or for participating in the investigation of such a concern may be subject to discipline, up to and including termination of employment or other business relationships. If any individual believes that he or she has been subjected to such retaliation, that person is encouraged to report the situation as soon as possible to one of the people detailed in the "Raising Concerns" section above.

4. Conflicts of Interest

Directors, officers and employees should not engage in any activity, practice or act which conflicts with the interests of the Corporation. A conflict of interest occurs when a director, officer or employee places or finds himself/herself in a position where his/her private interests conflict with the interests of the Corporation or have an adverse effect on the employee's motivation or the proper performance of their job. Examples of such conflicts could include, but are not limited to:

- accepting outside employment with, or accepting personal payments from, any organization which does business with the Corporation or is a competitor of the Corporation;

- accepting or giving gifts of more than modest value to or from vendors or clients of the Corporation;
- competing with the Corporation for the purchase or sale of property, services or other interests or taking personal advantage of an opportunity in which the Corporation has an interest;
- personally having immediate family members who have a financial interest in a firm which does business with the Corporation; and
- having an interest in a transaction involving the Corporation or a customer, business partner or supplier (not including routine investments in publicly traded companies).

Directors, officers and employees must not place themselves or remain in a position in which their private interests conflict with the interests of the Corporation.

If the Corporation determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Corporation, as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain employed by the Corporation. To protect the interests of both the employees and the Corporation, any such outside work or other activity that involves potential or apparent conflict of interest may be undertaken only after disclosure to the Corporation by the employee and review and approval by management.

5. Confidentiality Concerning Corporation Affairs

It is the Corporation's policy that business affairs of the Corporation are confidential and should not be discussed with anyone outside the organization except for information that has, already been made available to the public. As a prerequisite and condition of employment, all employees and officers must sign a written agreement confirming this obligation.

6. Competition and Fair Dealing

We seek to outperform our competition fairly and honestly. We seek competitive advantages through superior performance, not through unethical or illegal business practices. Information about other companies and organizations, including competitors, must be gathered using appropriate methods. Illegal practices such as trespassing, burglary, misrepresentation, wiretapping and stealing are prohibited. Each employee and officer should endeavour to respect the rights of, and deal fairly with, our customers, suppliers, competitors and employees. No employee, officer or director should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair business practice.

7. Insider Trading

The Corporation encourages all employees to become shareholders on a long-term investment basis. However, management, employees, members of the Board of Directors and others who are in a "special relationship" with the Corporation from time to time, may become aware of corporate developments or plans which may affect the value of the Corporation's shares (inside information) before these developments or plans are made public. Black Out periods occur certain times throughout the year and during this time, all Corporation employees, officers and directors are prohibited from buying or selling the Corporation's securities on the TSX Venture Exchange. In order to avoid civil and criminal insider trading violations, the Corporation has established an Insider

Trading Policy. As a prerequisite and condition of employment, all employees and officers must sign an acknowledgment by which they agree to adhere to this policy.

8. Telecommunications

Telecommunications facilities of the Corporation such as telephone, cellular phones, facsimile, internet and email are Corporation property. Use of these facilities imposes certain responsibilities and obligations on all employees, officers and directors. Usage must be ethical and honest with a view to preservation of and due respect for Corporation's intellectual property, security systems, personal privacy, and freedom of others from intimidation, harassment, or unwanted annoyance.

9. Disclosure

The Corporation is committed to providing timely, consistent and credible dissemination of information, consistent with disclosure requirements under applicable securities laws. The goal of our Disclosure Policy is to raise awareness of the Corporation's approach to disclosure among the board of directors, officers and employees and those authorized to speak on behalf of the Corporation.

The Disclosure Policy extends to all employees and officers of the Corporation, its Board of Directors and those authorized to speak on its behalf. It covers disclosures in documents filed with the securities regulators and written statements made in the Corporation's annual and quarterly reports, news releases, letter to shareholders, presentations by senior management, information contained on the Corporation's web site and other electronic communications. It extends to oral statements made in meetings and telephone conversations with members of the investment community (which includes analysts, investors, investment dealers, brokers, investment advisers and investment managers), interviews with the media as well as speeches and conference calls. As a prerequisite and condition of employment, all employees must sign an acknowledgment by which they agree to adhere to this policy, which is provided to the new hire prior to his/her start date.

10. Accuracy of Corporation Records

Canadian public companies are required to record and publicly report all internal and external financial records in compliance with Canadian Generally Accepted Accounting Principles (GAAP) and for financial years beginning on or after January 1, 2011, in accordance with International Financial Reporting Standards (IFRS). Therefore, you are responsible for ensuring the accuracy of all books and records within your control and complying with all Corporation policies and internal controls. All Corporation information must be reported accurately, whether in internal personnel, safety, or other records or in information we release to the public or file with government agencies.

11. Financial Reporting and Disclosure Controls

Canadian public companies are required to file periodic and other reports with certain securities commissions and make certain public communications. For so long as we are a public company we will be required by these securities commissions to maintain effective "disclosure controls and procedures" so that financial and non-financial information is reported timely and accurately both to our senior management and in the filings we make. You are expected, within the scope of your employment duties, to support the effectiveness of our disclosure controls and procedures.

12. Compliance with All Laws, Rules and Regulations

The Corporation is committed to compliance with all laws, rules, and regulations, including laws and regulations applicable to the Corporation's securities and trading in such securities, as well as any rules promulgated by any exchange on which the Corporation's shares may be listed.

13. Health and Safety

The Corporation is committed to making the work environment safe, secure and healthy for its employees and others. The Corporation complies with all applicable laws and regulations relating to safety and health in the workplace. We expect each of you to promote a positive working environment for all. You are expected to consult and comply with all Corporation rules regarding workplace conduct and safety. You should immediately report any unsafe or hazardous conditions or materials, injuries, and accidents connected with our business and any activity that compromises Corporation security to your supervisor. You must not work under the influence of any substances that would impair the safety of others. All threats or acts of physical violence or intimidation are prohibited.

14. Respect for Our Employees

The Corporation's employment decisions will be based on reasons related to our business, such as job performance, individual skills and talents, and other business-related factors. The Corporation policy requires adherence to all national, provincial or other local employment laws. In addition to any other requirements of applicable laws in a particular jurisdiction, the Corporation policy prohibits discrimination in any aspect of employment based on race, color, religion, sex, national origin, disability or age, within the meaning of applicable laws.

15. Abusive or Harassing Conduct Prohibited

The Corporation prohibits abusive or harassing conduct by our employees and officers toward others, such as unwelcome sexual advances, comments based on ethnicity, religion or race, or other non-business, personal comments or conduct that make others uncomfortable in their employment with us. We encourage and expect you to report harassment or other inappropriate conduct as soon as it occurs.

16. Privacy

The Corporation, and companies and individuals authorized by the Corporation, collect and maintain personal information that relates to your employment, including compensation, medical and benefit information. The Corporation follows procedures to protect information wherever it is stored or processed, and access to your personal information is restricted. Your personal information will only be released to outside parties in accordance with the Corporation's policies and applicable legal requirements. Employees, officers and directors who have access to personal information must ensure that personal information is not disclosed in violation of the Corporation's policies or practices.

17. Waivers and Amendments

Only the Board of Directors may waive application of or amend any provision of this Code. A request for such a waiver should be submitted in writing to the Board of Directors for its consideration. The Corporation will promptly disclose to investors all substantive amendments to the Code, as well as all waivers of the Code granted to directors or officers in accordance with applicable laws and regulations.

18. No Rights Created

This Code is a statement of the fundamental principles and key policies and procedures that govern the conduct of our business. It is not intended to and does not, in any way, constitute an employment contract or an assurance of continued employment or create any rights in any employee, director, client, supplier, competitor, shareholder or any other person or entity.

Receipt of Code of Business Conduct and Ethics

I have received a copy of **Fission 3.0 Corp.'s** (the "**Corporation**") Code of Business Conduct and Ethics (the "**Code**") and acknowledge that I have read and understand its contents. I understand my obligation to comply with this Code, and my obligation to report to appropriate personnel within the Corporation any and all suspected violations of this Code. I understand that the Corporation expressly prohibits any director, officer or employee from retaliating against any other such person for reporting suspected violations of the Code. I am familiar with all resources that are available if I have questions about specific conduct, Corporation policies, or the Code.

Printed Name: _____

Signature: _____

Position: _____

Date: _____

Please sign and date this receipt and return it to the Human Resources Department.

SCHEDULE "2"

FISSION 3.0 CORP.

AUDIT COMMITTEE CHARTER

INTRODUCTION

The Audit Committee (the "Committee" or the "Audit Committee") of Fission 3.0 Corp. (the "Corporation") is a committee of the Board of Directors (the "Board"). The Committee shall oversee the accounting and financial reporting practices of the Corporation and the audits of the Corporation's financial statements and exercise the responsibilities and duties set out in this Mandate.

1. Membership

Number of Members

The Committee shall be composed of three or more members of the Board.

Independence of Members

Whenever reasonably feasible members of the Audit Committee should be independent and shall have no direct or indirect material relationship with the Corporation. If less than a majority of the Board are independent, then a majority of the members of the Audit Committee may be made of members that are not independent of the Corporation, provided that there is an exemption in the applicable securities law, rule, regulation, policy or instrument (if any). "Independent" shall have the meaning, as the context requires, given to it in National Instrument 52-110 *Audit Committees*, as may be amended from time to time, subject to any exemptions or relief that may be granted from such requirements.

Chair

At the time of the annual appointment of the members of the Audit Committee, the Board shall appoint a Chair of the Audit Committee. The Chair shall be a member of the Audit Committee, preside over all Audit Committee meetings, coordinate the Audit Committee's compliance with this Mandate, work with management to develop the Audit Committee's annual work-plan and provide reports of the Audit Committee to the Board.

Financial Literacy of Members

At the time of his or her appointment to the Committee, each member of the Committee shall have, or shall acquire within a reasonable time following appointment to the Committee, the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation's financial statements.

Term of Members

The members of the Committee shall be appointed annually by the Board. Each member of the Committee shall serve at the pleasure of the Board until the member resigns, is removed, or ceases to be a member of the Board. Unless a Chair is elected by the Board, the members of the Committee may designate a Chair by majority vote of the full Committee membership.

2. Meetings

Number of Meetings

The Committee may meet as many times per year as necessary to carry out its responsibilities.

Quorum

No business may be transacted by the Committee at a meeting unless a quorum of the Committee is present. A majority of members of the Committee shall constitute a quorum.

Calling of Meetings

The Chair, any member of the Audit Committee, the external auditors, the Chairman of the Board, or the Chief Executive Officer or the Chief Financial Officer may call a meeting of the Audit Committee by notifying the Corporation's Corporate Secretary who will notify the members of the Audit Committee. The Chair shall chair all Audit Committee meetings that he or she attends, and in the absence of the Chair, the members of the Audit Committee present may appoint a chair from their number for a meeting.

Minutes; Reporting to the Board

The Committee shall maintain minutes or other records of meetings and activities of the Committee in sufficient detail to convey the substance of all discussions held. Upon approval of the minutes by the Committee, the minutes shall be circulated to the members of the Board. However, the Chair may report orally to the Board on any matter in his or her view requiring the immediate attention of the Board.

Attendance of Non-Members

The external auditors are entitled to attend and be heard at each Audit Committee meeting. In addition, the Committee may invite to a meeting any officers or employees of the Corporation, legal counsel, advisors and other persons whose attendance it considers necessary or desirable in order to carry out its responsibilities. At least once per year, the Committee shall meet with the internal auditor and management in separate sessions to discuss any matters that the Committee or such individuals consider appropriate.

Meetings without Management

The Committee shall hold unscheduled or regularly scheduled meetings, or portions of meetings, at which management is not present.

Procedure

The procedures for calling, holding, conducting and adjourning meetings of the Committee shall be the same as those applicable to meetings of the Board.

Access to Management

The Committee shall have unrestricted access to the Corporation's management and employees and the books and records of the Corporation.

3. Duties and Responsibilities

The Committee shall have the functions and responsibilities set out below as well as any other functions that are specifically delegated to the Committee by the Board and that the Board is authorized to delegate by applicable laws and regulations. In addition to these functions and responsibilities, the Committee shall perform the duties required of an audit committee by any exchange upon which securities of the Corporation are traded, or any governmental or regulatory

body exercising authority over the Corporation, as are in effect from time to time (collectively, the “Applicable Requirements”).

Financial Reports

(a) General

The Audit Committee is responsible for overseeing the Corporation’s financial statements and financial disclosures. Management is responsible for the preparation, presentation and integrity of the Corporation’s financial statements and financial disclosures and for the appropriateness of the accounting principles and the reporting policies used by the Corporation. The auditors are responsible for auditing the Corporation’s annual consolidated financial statements and for reviewing the Corporation’s unaudited interim financial statements.

(b) Review of Annual Financial Reports

The Audit Committee shall review the annual consolidated audited financial statements of the Corporation, the auditors’ report thereon and the related management’s discussion and analysis of the Corporation’s financial condition and results of operation (“MD&A”). After completing its review, if advisable, the Audit Committee shall approve and recommend for Board approval the annual financial statements and the related MD&A.

(c) Review of Interim Financial Reports

The Audit Committee shall review the interim consolidated financial statements of the Corporation, the auditors’ review report thereon and the related MD&A. After completing its review, if advisable, the Audit Committee shall approve and recommend for Board approval the interim financial statements and the related MD&A.

(d) Review Considerations

In conducting its review of the annual financial statements or the interim financial statements, the Audit Committee shall:

- (i) meet with management and the auditors to discuss the financial statements and MD&A;
- (ii) review the disclosures in the financial statements;
- (iii) review the audit report or review report prepared by the auditors;
- (iv) discuss with management, the auditors and internal legal counsel, as requested, any litigation claim or other contingency that could have a material effect on the financial statements;
- (v) review the accounting policies followed and critical accounting and other significant estimates and judgements underlying the financial statements as presented by management;
- (vi) review any material effects of regulatory accounting initiatives or off-balance sheet structures on the financial statements as presented by management, including requirements relating to complex or unusual transactions, significant changes to accounting principles and alternative treatments under Canadian GAAP;

- (vii) review any material changes in accounting policies and any significant changes in accounting practices and their impact on the financial statements as presented by management;
- (viii) review management's report on the effectiveness of internal controls over financial reporting;
- (ix) review the factors identified by management as factors that may affect future financial results; and
- (x) review any other matters, related to the financial statements, that are brought forward by the auditors, management or which are required to be communicated to the Audit Committee under accounting policies, auditing standards or Applicable Requirements.

(e) **Approval of Other Financial Disclosures**

The Audit Committee shall review and, if advisable, approve and recommend for Board approval financial disclosure in a prospectus or other securities offering document of the Corporation, press releases disclosing, or based upon, financial results of the Corporation and any other material financial disclosure, including financial guidance provided to analysts, rating agencies or otherwise publicly disseminated.

Auditors

(a) **General**

The Audit Committee shall be responsible for oversight of the work of the auditors, including the auditors' work in preparing or issuing an audit report, performing other audit, review or attest services or any other related work.

(f) **Nomination and Compensation**

The Audit Committee shall review and, if advisable, select and recommend for Board approval the external auditors to be nominated and the compensation of such external auditor. The Audit Committee shall have ultimate authority to approve all audit engagement terms and fees, including the auditors' audit plan.

(g) **Resolution of Disagreements**

The Audit Committee shall resolve any disagreements between management and the auditors as to financial reporting matters brought to its attention.

(h) **Discussions with Auditors**

At least annually, the Audit Committee shall discuss with the auditors such matters as are required by applicable auditing standards to be discussed by the auditors with the Audit Committee.

(i) **Audit Plan**

At least annually, the Audit Committee shall review a summary of the auditors' annual audit plan. The Audit Committee shall consider and review with the auditors any material changes to the scope of the plan.

(j) **Quarterly Review Report**

The Audit Committee shall review a report prepared by the auditors in respect of each of the interim financial statements of the Corporation.

(k) Independence of Auditors

At least annually, and before the auditors issue their report on the annual financial statements, the Audit Committee shall obtain from the auditors a formal written statement describing all relationships between the auditors and the Corporation; discuss with the auditors any disclosed relationships or services that may affect the objectivity and independence of the auditors; and obtain written confirmation from the auditors that they are objective and independent within the meaning of the applicable Rules of Professional Conduct/Code of Ethics adopted by the provincial institute or order of chartered accountants to which the auditors belong and other Applicable Requirements. The Audit Committee shall take appropriate action to oversee the independence of the auditors.

(l) Evaluation and Rotation of Lead Partner

At least annually, the Audit Committee shall review the qualifications and performance of the lead partner(s) of the auditors and determine whether it is appropriate to adopt or continue a policy of rotating lead partners of the external auditors.

(m) Requirement for Pre-Approval of Non-Audit Services

The Audit Committee shall approve in advance any retainer of the auditors to perform any non-audit service to the Corporation that it deems advisable in accordance with Applicable Requirements and Board approved policies and procedures. The Audit Committee may delegate pre-approval authority to a member of the Audit Committee. The decisions of any member of the Audit Committee to whom this authority has been delegated must be presented to the full Audit Committee at its next scheduled Audit Committee meeting.

(n) Approval of Hiring Policies

The Audit Committee shall review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Corporation.

(o) Financial Executives

The Committee shall review and discuss with management the appointment of key financial executives and recommend qualified candidates to the Board, as appropriate.

Internal Controls

(a) General

The Audit Committee shall review the Corporation's system of internal controls.

(p) Establishment, Review and Approval

The Audit Committee shall require management to implement and maintain appropriate systems of internal controls in accordance with Applicable Requirements, including internal controls over financial reporting and disclosure and to review, evaluate and approve these procedures. At least annually, the Audit Committee shall consider and review with management and the auditors:

- (i) the effectiveness of, or weaknesses or deficiencies in: the design or operation of the Corporation's internal controls (including computerized information system controls and security); the overall control environment for managing business risks; and accounting, financial and disclosure controls (including, without

limitation, controls over financial reporting), non-financial controls, and legal and regulatory controls and the impact of any identified weaknesses in internal controls on management's conclusions;

- (ii) any significant changes in internal controls over financial reporting that are disclosed, or considered for disclosure, including those in the Corporation's periodic regulatory filings;
- (iii) any material issues raised by any inquiry or investigation by the Corporation's regulators;
- (iv) the Corporation's fraud prevention and detection program, including deficiencies in internal controls that may impact the integrity of financial information, or may expose the Corporation to other significant internal or external fraud losses and the extent of those losses and any disciplinary action in respect of fraud taken against management or other employees who have a significant role in financial reporting; and
- (v) any related significant issues and recommendations of the auditors together with management's responses thereto, including the timetable for implementation of recommendations to correct weaknesses in internal controls over financial reporting and disclosure controls.

Compliance with Legal and Regulatory Requirements

The Audit Committee shall review reports from the Corporation's Corporate Secretary and other management members on: legal or compliance matters that may have a material impact on the Corporation; the effectiveness of the Corporation's compliance policies; and any material communications received from regulators. The Audit Committee shall review management's evaluation of and representations relating to compliance with specific applicable law and guidance, and management's plans to remediate any deficiencies identified.

Audit Committee Hotline Whistleblower Procedures

The Audit Committee shall establish procedures for (a) the receipt, retention, and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, or auditing matters; and (b) the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters. Any such complaints or concerns that are received shall be reviewed by the Audit Committee and, if the Audit Committee determines that the matter requires further investigation, it will direct the Chair of the Audit Committee to engage outside advisors, as necessary or appropriate, to investigate the matter and will work with management and the general counsel to reach a satisfactory conclusion.

Audit Committee Disclosure

The Audit Committee shall prepare, review and approve any audit committee disclosures required by Applicable Requirements in the Corporation's disclosure documents.

Delegation

The Audit Committee may, to the extent permissible by Applicable Requirements, designate a sub-committee to review any matter within this mandate as the Audit Committee deems appropriate.

4. No Rights Created

This Mandate is a statement of broad policies and is intended as a component of the flexible governance framework within which the Audit Committee, functions. While it should be interpreted

in the context of all applicable laws, regulations and listing requirements, as well as in the context of the Corporation's By-laws, it is not intended to establish any legally binding obligations.

5. Mandate Review

The Committee shall review and update this Mandate annually and present it to the Board for approval.

APPENDIX "F"
CARVE-OUT FINANCIAL STATEMENTS OF FISSION SPINCO PROPERTIES

Carve-Out Financial Statements

**The Exploration Business
of Fission Uranium Corp.
(as defined in Note 1)**

June 30, 2013, 2012 and 2011



October 29, 2013

Independent Auditor's Report

To the Directors of Fission Uranium Corp.

We have audited the accompanying carve-out financial statements of The Exploration Business of Fission Uranium Corp., which comprise the carve-out statements of financial position as at June 30, 2013 and 2012 and the carve-out statements of comprehensive loss, changes in owner's net investment and cash flows for each of the three-year period ended June 30, 2013, and the related notes, which comprise a summary of significant accounting policies and other explanatory information.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these carve-out financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these carve-out financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the carve-out financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained in our audit is sufficient and appropriate to provide a basis for our audit opinion.

PricewaterhouseCoopers LLP

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T: 604 806 7000, F: 604 806 7806, www.pwc.com/ca*

"PwC" refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership.

**Opinion**

In our opinion, the carve-out financial statements present fairly, in all material respects, the financial position of The Exploration Business of Fission Uranium Corp. as at June 30, 2013 and 2012 and its financial performance and cash flows for each of the three-year period ended June 30, 2013 in accordance with International Financial Reporting Standards.

Emphasis of matter

Without modifying our opinion, we draw attention the fact that, as described in note 1 to the carve-out financial statements, The Exploration Business of Fission Uranium Corp did not operate as a separate entity during the periods presented. The carve-out financial statements are, therefore, not necessarily indicative of results that would have occurred if The Exploration Business of Fission Uranium Corp had been a separate stand-alone entity during the years presented or of future results of The Exploration Business of Fission Uranium Corp.

signed "PricewaterhouseCoopers LLP"

Chartered Accountants

Carve-Out Financial Statements

June 30, 2013, 2012 and 2011

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The Exploration Business of Fission Uranium Corp.

Carve-out statements of financial position
(Expressed in Canadian dollars)

	Note	June 30 2013	June 30 2012
		\$	\$
Assets			
Current assets			
Short-term investments	5	586,667	-
Amounts receivable	6	60,640	2,390
		647,307	2,390
Property and equipment	7	16,021	18,194
Exploration and evaluation assets	8	4,505,222	3,748,096
Total Assets		5,168,550	3,768,680
Liabilities and Owner's Net Investment			
Current liabilities			
Accounts payable and accrued liabilities	9	47,125	17,404
		47,125	17,404
Deferred tax liability	14	1,187,674	934,524
Total Liabilities		1,234,799	951,928
Owner's Net Investment			
Owner's net investment	10	3,933,751	2,816,752
Total Liabilities and Owner's Net Investment		5,168,550	3,768,680

Subsequent Events (Note 15)

Approved by the board and authorized for issue on October 29, 2013.

"Dev Randhawa"

Director

"Frank Estergaard"

Director

The Exploration Business of Fission Uranium Corp.

Carve-out statements of comprehensive loss
(Expressed in Canadian dollars)

	Note	Year Ended June 30 2013	Year Ended June 30 2012	Year Ended June 30 2011
		\$	\$	\$
Expenses				
Business Development		107,510	20,619	5,299
Consulting and directors fees	7	405,305	28,482	10,356
Depreciation		2,173	5,090	5,623
Office and administration		157,317	16,079	5,322
Professional fees		256,233	8,952	2,603
Public relations and communications		147,057	21,472	5,075
Share-based compensation		243,487	30,048	19,058
Trade shows and conferences		46,576	7,567	3,873
Wages and benefits		364,521	21,778	6,127
		1,730,179	160,087	63,336
Other items - income/(expense)				
Foreign exchange loss		(2,324)	(153)	(118)
Exploration management fee income		5,187	-	-
Exploration and evaluation write-down	8	(274,941)	(3,883,223)	(147,945)
Unrealized gain on investments		186,667	-	-
		(85,411)	(3,883,376)	(148,063)
Loss before income taxes		(1,815,590)	(4,043,463)	(211,399)
Deferred income tax (expense) recovery	14	(253,150)	886,245	2,591
Net loss and comprehensive loss for the year		(2,068,740)	(3,157,218)	(208,808)

The Exploration Business of Fission Uranium Corp.

Carve-out statements of changes in owner's net investment
(Expressed in Canadian dollars)

	June 30	June 30
	2013	2012
	\$	\$
Owner's net investment, beginning of year	2,816,752	5,491,706
Net loss and comprehensive loss	(2,068,740)	(3,157,218)
Net contributions from owner	2,907,802	444,294
Share-based compensation	277,937	37,970
Owner's net investment, end of year	3,933,751	2,816,752

The Exploration Business of Fission Uranium Corp.

Carve-out statements of cash flows
(Expressed in Canadian dollars)

	Year Ended June 30 2013 \$	Year Ended June 30 2012 \$	Year Ended June 30 2011 \$
Operating activities			
Net loss and comprehensive loss	(2,068,740)	(3,157,218)	(208,808)
Items not involving cash:			
Depreciation	2,173	5,090	5,623
Share-based compensation	243,487	30,048	19,058
Unrealized gain on investments	(186,667)	-	-
Exploration and evaluation write-down	274,941	3,883,223	147,945
Deferred income tax expense (recovery)	253,150	(886,245)	(2,591)
	(1,481,656)	(125,102)	(38,773)
Changes in non-cash working capital items:			
(Increase) decrease in amounts receivable	(1,189)	(1,693)	159
Cash flow used in operating activities	(1,482,845)	(126,795)	(38,614)
Investing activities			
Exploration and evaluation asset additions	(1,124,957)	(317,499)	(129,061)
Exploration and evaluation cost recoveries	100,000	-	-
Cash flow used in investing activities	(1,024,957)	(317,499)	(129,061)
Financing activity			
Equity contributions from owner, net	2,507,802	444,294	167,675
Cash flow from financing activity	2,507,802	444,294	167,675
Increase in cash and cash equivalents during the year	-	-	-
Cash and cash equivalents, beginning of year	-	-	-
Cash and cash equivalents, end of year	-	-	-

Supplemental disclosure with respect to cash flows (Note 13)

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements

June 30, 2013, 2012, and 2011

(Expressed in Canadian dollars)

1. Arrangement Agreement

On September 17, 2013, Fission Uranium Corp. ("Fission Uranium") entered into a definitive arrangement agreement (the "Arrangement Agreement") with Alpha Minerals Inc. ("Alpha"), which is expected to be completed on or about December 4, 2013, pursuant to which Fission Uranium will acquire Alpha and its primary asset, a 50% interest in the Patterson Lake South joint venture (the "PLS Joint Venture") the other 50% of which is held by Fission Uranium. Under the terms of the Arrangement Agreement, Fission has agreed to offer shareholders of Alpha 5.725 shares of Fission Uranium and a cash payment of \$0.0001 for each Alpha share held.

Additionally, Alpha shareholders will receive all of the common shares of a new company ("Alpha Spinco") which will be spun out from Alpha and hold all of Alpha's exploration and evaluation assets other than Alpha's interest in the PLS Joint Venture, marketable securities, and property and equipment located in Alpha's office in Vancouver, BC (together the "Alpha Spinco Assets").

Similarly, the current shareholders of Fission Uranium will receive all of the common shares of Fission 3.0 Corp. ("Fission Spinco") which will be spun out from Fission Uranium and hold all of Fission Uranium's exploration and evaluation assets other than Fission Uranium's interest in the PLS Joint Venture, marketable securities, and property and equipment located in Peru (the "Exploration Business of Fission Uranium Corp" or the "Exploration Business").

Under the terms of the Arrangement Agreement, each of Alpha Spinco and Fission Spinco will receive \$3 million in cash to fund future operations. The transaction will take place by way of a plan of arrangement. The transaction will be subject to regulatory and Alpha and Fission Uranium shareholder approvals. In certain circumstances a \$6 million break fee may be payable.

These carve-out financial statements reflect the assets, liabilities, revenues, expenses and cash flows of the operations included in the Exploration Business to be spun out to Fission Spinco.

The formation of the Exploration Business is the result of the transfer of assets between entities under common control; accordingly, the transaction is excluded from the scope of *IFRS 3 (R), Business Combinations*. These carve-out financial statements have been presented based on the amounts recorded by Fission Uranium. During the periods presented, the Exploration Business did not operate as an independent entity, and accordingly, standalone financial information does not exist. Accordingly, these carve-out financial statements represent an extraction of the financial information relating to the Exploration Business.

These carve-out financial statements may not be indicative of the Exploration Business' financial performance and do not necessarily reflect what its carved-out results of operations, financial position and cash flows would have been had the Exploration Business operated as an independent entity during the years presented.

The carve-out statements of financial position, comprehensive loss, changes in owner's net investment, and cash flows, which comprise these carve-out financial statements have been prepared in accordance with a financial reporting framework specified in subsection 3.11(6) of National Instrument 52-107 Acceptable Accounting Principles and Auditing Standards for carve-out financial statements.

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements

June 30, 2013, 2012, and 2011

(Expressed in Canadian dollars)

1. Arrangement Agreement (continued)

The following basis of preparation for the carve-out statements of financial position, comprehensive loss, changes in owner's net investment and cash flows of the Exploration Business has been applied in preparing the carve-out financial statements:

- All assets and liabilities directly attributable to the Exploration Business have been extracted in these carve-out financial statements;
- No cash and cash equivalents have been allocated to the Exploration Business as these amounts were managed centrally by Fission Uranium. Accordingly it is not practicable to allocate these amounts between the Exploration Business and the assets retained by Fission Uranium until the close of the Arrangement Agreement;
- All revenue and expenses directly attributable to the Exploration Business have been extracted in these carve-out financial statements;
- Common expenses have been allocated on a pro-rata basis to the Exploration Business based on the level of exploration and evaluation costs incurred in each period; and
- Income taxes have been calculated as if the Exploration Business had been a separate legal entity and had filed a separate tax return for the periods presented.

2. Nature of operations

The Exploration Business' principal business activity is the acquisition and exploration of exploration and evaluation interests. To date, the Exploration Business has not generated significant revenues from operations and is considered to be in the exploration stage. The Exploration Business' head office is located at 700 - 1620 Dickson Ave., Kelowna, BC, V1Y 9Y2.

The Exploration Business has not yet determined whether its exploration and evaluation assets contain ore reserves that are economically recoverable. The recoverability of the amounts shown for the exploration and evaluation assets, including acquisition costs, is dependent upon the existence of economically recoverable reserves, the ability of the Exploration Business to obtain necessary financing to complete the development of those reserves and upon future profitable production.

3. Significant accounting policies

(a) *Statement of compliance*

These carve-out financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRICs") and the former Standing Interpretations Committee ("SICs") as at June 30, 2013.

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements

June 30, 2013, 2012, and 2011

(Expressed in Canadian dollars)

3. Significant accounting policies (continued)

(b) *Basis of Presentation*

These carve-out financial statements are presented in Canadian dollars and have been prepared on a historical cost basis.

(c) *Foreign Currency Translation*

The functional currency of the Exploration Business is the Canadian Dollar. Foreign currency transactions are translated into the Exploration Business' functional currency using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation of monetary assets and liabilities denominated in foreign currencies at exchange rates prevailing at the reporting date are recognized in profit or loss.

Translation differences on assets and liabilities carried at fair value are reported as part of the fair value gain or loss.

(d) *Property and Equipment*

Property and equipment is stated at cost, less accumulated depreciation. Depreciation is calculated on a straight line basis at the following annual rates based on estimated useful lives:

• Geological equipment	20%
• Office equipment	20%
• Computer hardware	30%
• Building	4%

An item of property and equipment is derecognized upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. Any gain or loss arising on disposal of the asset, determined as the difference between the net disposal proceeds and the carrying amount of the asset, is recognized in profit or loss.

When an item of property and equipment comprises major components with different useful lives, the components are accounted for as separate items of property and equipment.

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements

June 30, 2013, 2012, and 2011

(Expressed in Canadian dollars)

3. Significant accounting policies (continued)

(e) *Exploration and Evaluation Assets*

The Exploration Business records exploration and evaluation assets which consists of the costs of acquiring licenses for the right to explore and costs associated with exploration and evaluation activity, at cost. All direct and indirect costs related to the acquisition, exploration and development of exploration and evaluation assets are capitalized by property.

The exploration and evaluation assets are capitalized until the exploration and evaluation assets to which they relate are placed into production, disposed of through sale or where management has determined there to be an impairment. If an exploration and evaluation property interest is abandoned, both the acquisition costs and the exploration and evaluation cost will be written off to operations in the period of abandonment.

On an ongoing basis, exploration and evaluation assets are reviewed on a property-by-property basis to consider if there are any indicators of impairment. If any indication of impairment exists, an estimate of the exploration and evaluation assets' recoverable amount is calculated. The recoverable amount is determined as the fair value less costs to sell for the exploration and evaluation property interest and their value in use.

The fair value less costs to sell and the value in use is determined for an individual exploration and evaluation property interest, unless the exploration and evaluation property interest does not generate cash inflows that are largely independent of other exploration and evaluation property interests. If this is the case, the exploration and evaluation property interests are grouped together into cash generating units ("CGUs") for impairment purposes. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount and the impairment loss is recognized in profit or loss for the period.

The Exploration Business' determination for impairment is also based on:

- (i) Whether the exploration on the exploration and evaluation assets have significantly changed, such that previously identified resource targets are no longer being pursued;
- (ii) Whether exploration results to date are promising and whether additional exploration work is being planned in the foreseeable future; and
- (iii) Whether remaining claim tenure terms are sufficient to conduct necessary studies or exploration work.

Where an impairment subsequently reverses, the carrying amount of the asset (or CGU) is increased to the revised estimate and its recoverable amount, but to an amount that does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (or CGU) in prior periods. A reversal of an impairment loss is recognized in the period in which that determination was made in profit or loss.

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements

June 30, 2013, 2012, and 2011

(Expressed in Canadian dollars)

3. Significant accounting policies (continued)

(f) *Financial Assets*

All financial assets are initially recognized at fair value and designated upon initial recognition into one of the following four categories: held to maturity, available for sale, loans and receivables or at fair value through profit or loss ("FVTPL").

Financial assets are recognized as FVTPL if the Exploration Business manages such investments and makes sure purchase and sale decisions are based on the fair value in accordance with the Exploration Business' risk management strategy or when the financial assets are acquired principally for resale in the short term. Financial assets classified as FVTPL are measured at fair value with unrealized gains and losses recognized through profit or loss.

Transaction costs associated with FVTPL financial assets are expensed as incurred, while transaction costs associated with all other financial assets are included in the initial carrying amount of the asset.

The Exploration Business has classified its short-term investments as FVTPL. Financial assets classified as loans and receivables and held to maturity are measured at amortized cost. The Exploration Business has classified trade and other receivables as loans and receivables.

Financial assets classified as available for sale are measured at fair value with unrealized gains and losses recognized in other comprehensive income and loss except for losses in value that are considered other than temporary which are recognized in profit or loss. At June 30, 2013, the Exploration Business has not classified any financial assets held to maturity, or available for sale.

(g) *Financial Liabilities*

All financial liabilities are initially recorded at fair market value and designated upon initial recognition as FVTPL or other financial liabilities.

Financial liabilities classified as other financial liabilities are initially recognized at fair value. After initial recognition, other financial liabilities are subsequently measured at amortized cost using the effective interest rate method. The effective interest rate method is a method of calculating the amortized cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that discounts estimated future cash payments through the expected life of the financial liability, or, where appropriate, a shorter period. The Exploration Business' accounts payable and accrued liabilities are classified as other financial liabilities.

Derivatives, including separate embedded derivatives are classified as FVTPL and recognized at fair value with changes in fair value recognized in profit and loss unless they are designated as effective hedging instruments. The Exploration Business has no liabilities or derivatives classified as FVTPL. Fair value changes on financial liabilities classified as FVTPL are recognized in profit or loss.

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements

June 30, 2013, 2012, and 2011

(Expressed in Canadian dollars)

3. Significant accounting policies (continued)

(h) *Income Taxes*

Current tax is the expected tax payable or receivable on the local taxable income or loss for the year, using local tax rates enacted or substantively enacted at the end of each reporting period, and includes any adjustments to tax payable or receivable in previous years.

Deferred income taxes are recorded using the liability method whereby deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they are realized or settled, based on the laws that have been enacted or substantively enacted by the end of the reporting period.

Deferred tax is not recognized for temporary differences which arise on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting, nor taxable profit or loss.

A deferred tax asset is recognized for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future tax profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

(i) *Share-based Payments*

Fission Uranium has a stock option plan whereby it is authorized to grant stock options to directors, officers, employees and consultants. Directors, officers, employees and consultants are classified as employees who render personal services to the entity and either i) regarded as employees for legal or tax purposes, ii) work for an entity under its direction in the same way as directors, officers, employees and consultants who are regarded as employees for legal or tax purposes, or iii) the services rendered are similar to those rendered by employees.

The fair value of stock options issued to employees is measured on the grant date, using the Black-Scholes option pricing model with assumptions for risk-free interest rates, dividend yields, volatility of the expected market price of Fission Uranium common shares and an expected life of the options. The fair value less estimated forfeitures is charged over the vesting period of the related options to profit or loss, unless it meets the criteria for capitalization to the exploration and evaluation costs with a corresponding credit to other capital reserves in equity. Stock options granted with graded vesting schedules are accounted for as separate grants with different vesting periods and fair values.

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements

June 30, 2013, 2012, and 2011

(Expressed in Canadian dollars)

3. Significant accounting policies (continued)

(j) *Share-based Payments (continued)*

The share-based awards issued to non-employees are generally measured on the fair value of goods or services received unless that fair value cannot be reliably measured. This fair value shall be measured at the date the entity obtains the goods or the counterparty renders service. If the fair value of goods or services received cannot be reliably measured, the fair value of the share-based payments to non-employees are periodically re-measured using the Black-Scholes option pricing model until the counterparty performance is complete.

The estimated forfeitures are based on historical experience and reviewed on a quarterly basis to determine the appropriate forfeiture rate based on past, present and expected forfeitures. Management uses the dynamic model to calculate the estimated forfeitures.

(k) *Related Party Transactions*

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant control over the other party in making financial and operating decisions. Related parties may be individuals or corporate entities. A transaction is considered to be a related party transaction when there is a transfer of resources, services or obligations between related parties.

(l) *New Standards, Amendments and Interpretations Not Yet Effective*

The IASB issued a number of new and revised International Accounting Standards, IFRS amendments and related interpretations which are effective for the Exploration Business' financial year beginning on or after July 1, 2013.

Accounting standards effective July 1, 2013

IFRS 7, Financial Instruments: Disclosures

The amendments to disclosure requirements in IFRS 7 emphasize the interaction between quantitative and qualitative disclosures and the nature and extent of risks and amends credit risk disclosures. The Exploration Business is currently evaluating the impact to its financial statements.

IFRS 10, Consolidated Financial Statements

IFRS 10 requires an entity to consolidate an investee when it is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee. Under existing IFRS, consolidation is required when an entity has the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities. IFRS 10 replaces SIC-12 Consolidation-Special Purpose Entities and parts of IAS 27 Consolidated and Separate Financial Statements. The Exploration Business is currently evaluating the impact the final standard is expected to have on its financial statements.

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements

June 30, 2013, 2012, and 2011

(Expressed in Canadian dollars)

3. Significant accounting policies (continued)

(i) *New Standards, Amendments and Interpretations Not Yet Effective (continued)*

Accounting standards effective July 1, 2013 (continued)

IAS 28, Investments in Associates

The standard was amended to include joint ventures in its scope and to address the changes in IFRS 10 to IFRS 12. The Exploration Business does not anticipate the application of IAS 28 to have a significant impact on its financial statements.

IFRS 11, Joint Arrangements

In May 2011, the IASB issued IFRS 11, Joint Arrangements, which supersedes IAS 31, Interests in Joint Ventures and SIC 13, Jointly Controlled Entities – Non-Monetary Contributions by Venturers. The standard requires the Exploration Business to classify its interest in a joint arrangement as a joint venture or joint operation. This standard will eliminate the use of proportionate consolidation when accounting for joint ventures, as they will be accounted for using the equity method, whereas joint operations will be accounted for by recognizing the venturer's share of the assets, liabilities, revenue and expenses. The Exploration Business is currently evaluating the impact IFRS 11 is expected to have on its financial statements.

IFRS 12, Disclosure of Interests in Other Entities

The IASB has issued IFRS 12 Disclosure of Interests in Other Entities, which includes disclosure requirements about subsidiaries, joint ventures, and associates, as well as unconsolidated structured entities and replaces existing disclosure requirements. The Exploration Business is currently analyzing the possible impact of this standard on its financial statements.

IFRS 13, Fair Value Measurement

IFRS 13, Fair Value Measurement: effective for annual periods beginning on or after January 1, 2013, with early adoption permitted, sets out in a single IFRS a framework for measuring fair value and new required disclosures about fair value measurements. Management has not yet considered the potential impact of the adoption of IFRS 13.

Accounting standards effective July 1, 2014

IAS 32, Financial Instruments: Presentation – Offsetting Financial Assets and Financial Liabilities

In December 2011, the IASB issued an amendment to IAS 32. The amendment clarifies the meaning of "currently has a legally enforceable right to set-off". The amendments also clarify the application of the IAS 32 offsetting criteria to settlement systems (such as central clearing house systems) which apply gross settlement mechanisms that are not simultaneous. The Exploration Business does not anticipate a significant impact to its financial statements.

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements

June 30, 2013, 2012, and 2011

(Expressed in Canadian dollars)

3. Significant accounting policies (continued)

(i) *New Standards, Amendments and Interpretations Not Yet Effective (continued)*

Accounting standards effective July 1, 2014 (continued)

IAS 36, Recoverable Amount Disclosures for Non-Financial Assets

In May 2013, the IASB issued an amendment to IAS 36. The amendment clarifies the disclosure requirements in respect of fair value less costs of disposal. The amendments require the disclosure of the recoverable amount of an asset or cash generating unit at the time an impairment loss has been recognized or reversed and detailed disclosure of how the associated fair value less costs of disposal has been determined. The Exploration Business does not anticipate a significant impact to its financial statements.

Accounting standards effective July 1, 2015

IFRS 9, Financial Instruments

IFRS 9 Financial Instruments: Classification and Measurement will replace IAS 39 Financial Instruments: Recognition and Measurement. IFRS 9 introduces new requirements for the impairment of financial assets measured at amortized cost and classification and measurement of financial instruments. Management has not yet considered the potential impact of the adoption of IFRS 9.

4. Key estimates and judgements

The key judgements in applying accounting policies that have significant effect on carrying amounts of assets and liabilities, are described below. The Exploration Business based its assumptions and estimates on parameters available when the financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising beyond the control of the Exploration Business. Such changes are reflected in the assumptions when they occur.

(a) *Exploration and evaluation expenditure*

The Exploration Business' accounting policy for exploration and evaluation expenditure results in certain items of expenditure being capitalized for an area of interest where it is considered likely to be recovered by future exploitation or sale where the activities have not reached a stage which permits a reasonable assessment of existence of reserves. This policy requires management to make certain judgements and assumptions as to future events and circumstance, in particular whether an economically viable extraction operation can be established. Any such estimates and assumptions may change as new information becomes available. If, after having capitalized the expenditure under the policy, a judgment is made that the recovery of the expenditure is unlikely, the relevant capitalized amount will be written off in the statement of comprehensive loss in the period when the new information becomes available.

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements

June 30, 2013, 2012, and 2011

(Expressed in Canadian dollars)

5. Short-term investments

Short-term investments are recorded at fair value and are comprised of the following:

	Fair Market Value		
	Number of Shares	June 30 2013	June 30 2012
		\$	\$
Azincourt Uranium Inc.	2,666,666	586,667	-
		586,667	-

The Exploration Business has determined the fair value of its investments based on the level 1 quoted market prices at June 30, 2013.

6. Amounts receivable

	June 30 2013	June 30 2012
	\$	\$
HST receivable	3,579	2,390
Due from joint venture participants	57,061	-
	60,640	2,390

The Exploration Business does not have any significant balances that are past due. Significant amounts receivable are current, and the Exploration Business does not have any allowance for doubtful accounts. Due to their short-term maturities, the fair value of amounts receivable approximates their carrying value.

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements
June 30, 2013, 2012, and 2011
(Expressed in Canadian dollars)

7. Property and equipment

Cost	Geological Equipment	Office Equipment	Computer Hardware	Building	Total
	\$	\$	\$	\$	\$
As at July 1, 2011	4,447	15,683	6,577	20,190	46,897
As at June 30, 2012	4,447	15,683	6,577	20,190	46,897
As at June 30, 2013	4,447	15,683	6,577	20,190	46,897

Accumulated Depreciation

As at July 1, 2011	2,604	12,075	6,316	2,618	23,613
Depreciation	900	3,125	261	804	5,090
As at June 30, 2012	3,504	15,200	6,577	3,422	28,703
Depreciation	876	483	-	814	2,173
As at June 30, 2013	4,380	15,683	6,577	4,236	30,876

Net Book Value

As at July 1, 2011	1,843	3,608	261	17,572	23,284
As at June 30, 2012	943	483	-	16,768	18,194
As at June 30, 2013	67	-	-	15,954	16,021

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements
June 30, 2013, 2012, and 2011
(Expressed in Canadian dollars)

8. Exploration and evaluation assets

Year Ended
June 30, 2013

	North Shore Property	Beaver River Property	Clearwater West Property	Manitou Falls Property	Patterson Lake North Property	Thompson Lake Property	Peru Properties	Total
	\$	\$	\$	\$	\$	\$	\$	\$
Acquisition costs								
Balance, beginning of year	-	-	-	-	177,702	-	-	177,702
Additions	-	11,154	9,517	3,410	-	1,742	-	25,823
Cost recoveries	-	-	-	-	(177,702)	-	-	(177,702)
Balance, end of year	-	11,154	9,517	3,410	-	1,742	-	25,823
Exploration costs								
Balance, beginning of year	-	-	-	-	3,570,394	-	-	3,570,394
Incurring during the year								
Geology mapping/sampling	1,312	150	4,299	200	109,505	350	18,609	134,425
Geophysics airborne	61	-	2,014	-	305,501	-	-	307,576
Geophysics ground	27	-	3,355	-	597,782	-	1,353	602,517
Drilling	-	-	-	-	195,982	-	16,032	212,014
Land retention and permitting	1,950	298	598	247	13,775	247	105,406	122,521
Reporting	-	52	650	-	23,370	-	567	24,639
Environmental	-	-	-	-	-	-	410	410
Safety	-	-	-	-	162	-	-	162
Community relations	-	-	-	-	-	-	41,152	41,152
General	-	-	-	-	5,880	-	77,558	83,438
Share-based compensation	114	-	4,096	434	15,952	-	13,854	34,450
Additions	3,464	500	15,012	881	1,267,909	597	274,941	1,563,304
Cost recoveries	-	-	-	-	(379,358)	-	-	(379,358)
Write-down	-	-	-	-	-	-	(274,941)	(274,941)
Balance, end of year	3,464	500	15,012	881	4,458,945	597	-	4,479,399
Total costs	3,464	11,654	24,529	4,291	4,458,945	2,339	-	4,505,222

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements
June 30, 2013, 2012, and 2011
(Expressed in Canadian dollars)

8. Exploration and evaluation assets (continued)

Year Ended

June 30, 2012

	North Shore Property	Beaver River Property	Clearwater West Property	Manitou Falls Property	Patterson Lake North Property	Thompson Lake Property	Peru Properties	Total
	\$	\$	\$	\$	\$	\$	\$	\$
Acquisition costs								
Balance, beginning of year	460,422	-	-	-	149,882	-	-	610,304
Additions	-	-	-	-	27,820	-	-	27,820
Write-down	(460,422)	-	-	-	-	-	-	(460,422)
Balance, end of year	-	-	-	-	177,702	-	-	177,702
Exploration costs								
Balance, beginning of year	3,130,056	-	-	-	3,550,445	-	-	6,680,501
Incurred during the year								
Geology mapping/sampling	328	-	-	-	7,068	-	58,680	66,076
Geophysics airborne	-	-	-	-	272	-	300	572
Geophysics ground	-	-	-	-	7,602	-	-	7,602
Drilling	-	-	-	-	375	-	6,766	7,141
Land retention and permitting	3,147	-	-	-	2,272	-	58,112	63,531
Reporting	-	-	-	-	404	-	386	790
Environmental	-	-	-	-	-	-	16,782	16,782
Safety	-	-	-	-	59	-	-	59
Community relations	-	-	-	-	-	-	42,824	42,824
General	-	-	-	-	187	-	99,208	99,395
Share-based compensation	560	-	-	-	1,710	-	5,652	7,922
Additions	4,035	-	-	-	19,949	-	288,710	312,694
Write-down	(3,134,091)	-	-	-	-	-	(288,710)	(3,422,801)
Balance, end of year	-	-	-	-	3,570,394	-	-	3,570,394
Total costs	-	-	-	-	3,748,096	-	-	3,748,096

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements

June 30, 2013, 2012, and 2011

(Expressed in Canadian dollars)

8. Exploration and evaluation assets (continued)

Title to exploration and evaluation interests involves certain inherent risks due to the difficulties of determining the validity of title and/or ownership of claims and exploration and evaluation interests. The Exploration Business has investigated title to all of its exploration and evaluation interests, and to the best of its knowledge, title to all of its properties is in good standing.

(a) *North Shore Property, Canada*

The Exploration Business acquired a 100% interest in a property located in Alberta. The property is subject to a 0.75% net smelter returns royalty on certain mineral production and 4% gross overriding royalty on any diamond production from the property.

The Government of Alberta drafted the Lower Athabasca Regional Plan ("LARP") to conserve land, which has resulted in some metallic and industrial mineral claims to be under temporary restricted status, which includes some claims held by Fission Uranium. On August 22, 2012 the Government of Alberta approved the LARP, and the Exploration Business will not be permitted to continue exploration on claims within the zoned land. Accordingly The Exploration Business recorded a write-down of \$3,594,513 for the year ended June 30, 2012 to the property as the recoverable amount was determined to be nil. The Exploration Business is approaching the Government of Alberta for compensation of all expenditures incurred plus loss of future opportunities. The Exploration Business has commenced new work programs on the claims which are not restricted and are capitalizing these costs.

(b) *Beaver River Property, Canada*

In May 2013, the Exploration Business staked 6 claims at Beaver River, Saskatchewan.

(c) *Clearwater West Property, Canada*

The Exploration Business acquired a 100% interest in various claims at Clearwater West, Saskatchewan.

(d) *Manitou Falls Property, Canada*

In May 2013, the Exploration Business staked 1 claim at Manitou Falls, Saskatchewan.

(e) *Patterson Lake North Property, Canada*

The Exploration Business acquired a 100% interest in various claims at Patterson Lake North, Saskatchewan.

On April 29, 2013 the Exploration Business entered into a property option and joint venture agreement with Azincourt Uranium Inc. ("Azincourt").

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements

June 30, 2013, 2012, and 2011

(Expressed in Canadian dollars)

8. Exploration and evaluation assets (continued)

(e) *Patterson Lake North Property, Canada (continued)*

Azincourt has the option to earn up to a 50% interest in the property by making the following payments:

Interest Earned	Consideration	Work Obligation	Cumulative Consideration	Cumulative Work Obligation	Option Expiry
	\$	\$	\$	\$	
10%	500,000	1,500,000	500,000	1,500,000	June 19, 2014
20%	750,000	3,000,000	1,250,000	4,500,000	June 19, 2015
35%	1,000,000	3,000,000	2,250,000	7,500,000	June 19, 2016
50%	2,500,000	4,500,000	4,750,000	12,000,000	June 19, 2017

The Exploration Business is the operator and is entitled to a management fee equal to 10% of expenditures for operator services. The Exploration Business retains a royalty interest in the property of 2% of the net smelter returns after Azincourt acquires any interest in the property. Azincourt has 90 days after each option term to either continue earning an additional interest in the property or to form a joint venture agreement with the Exploration Business. If Azincourt elects not to earn more than the initial 10% interest in PLN the Exploration Business will have a right to buy out Azincourt's interest for \$500,000, payable by returning the consideration paid by Azincourt.

The Exploration Business has received \$100,000 in cash, and 2,666,666 common shares of Azincourt, valued at \$586,667, representing the remaining \$400,000 of the total \$500,000 consideration required for the initial 10% interest in PLN with the difference recorded in the statement of comprehensive loss. At June 30, 2013, \$57,061 of expenditures are recoverable from Azincourt.

(f) *Thompson Lake Property, Canada*

In May 2013, the Exploration Business staked 1 claim at Thompson Lake, Saskatchewan.

(g) *Macusani Properties, Peru*

The Exploration Business acquired a 100% interest in certain properties located in Peru. Ongoing administrative and claim maintenance costs for these properties incurred during the period were not deemed recoverable which resulted in a write-down of \$274,941 for the year ended June 30, 2013 (June 30, 2012 - \$288,710).

9. Accounts payable and accrued liabilities

	June 30 2013	June 30 2012
	\$	\$
Maturity dates < 6 months		
Trade payables	40,088	16,855
Accrued liabilities	7,037	549
	47,125	17,404

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements

June 30, 2013, 2012, and 2011

(Expressed in Canadian dollars)

10. Owner's net investment

Fission Uranium's investment in the operations of The Exploration Business is presented as Owner's Net Investment in the carve-out financial statements. Owner's Net Investment represents the accumulated net losses of the operations plus the accumulated net contributions from owners.

Net financing transactions with Fission Uranium as presented on the carve-out statement of cash flows represent the net contributions related to the funding of operations between the Exploration Business and Fission Uranium.

11. Financial instruments and risk management

International Financial Reporting Standards 7, Financial Instruments: Disclosures, establishes a fair value hierarchy that reflects the significance of the inputs used in making the measurements. The fair value hierarchy has the following levels:

Level 1 – quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2 – inputs other than quoted prices included in Level 1 that are observable for the assets or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and

Level 3 – inputs for the asset or liability that are not based on observable market data (unobservable inputs).

The Exploration Business' financial instruments consist of short-term investments, amounts receivable and accounts payable and accrued liabilities. For amounts receivable and accounts payable and accrued liabilities, carrying value is considered to be a reasonable approximation of fair value due to the short-term nature of these instruments. The fair value of short-term investments represents their quoted market price.

Short-term investments are designated as held for trading and therefore carried at fair value, with the unrealized gain or loss recorded on the statement of comprehensive loss.

The Exploration Business' activities are exposed to credit risk and liquidity risk.

(a) Credit Risk

Credit risk refers to the risk that a counterparty will default on its contractual obligations resulting in financial loss to the Exploration Business. To manage this risk the Exploration Business only deals with creditworthy counterparties as a means of mitigating the risk of financial loss from defaults. The Exploration Business' exposure and the credit ratings of its counterparties are monitored on an ongoing basis. The maximum exposure to credit risk is consistent with the amounts recognized in the carve-out statements of financial position.

The Exploration Business' maximum exposure to credit risk is as follows:

		June 30	June 30
	Level	2013	2012
		\$	\$
Amounts receivable	N/A	60,640	2,390

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements

June 30, 2013, 2012, and 2011

(Expressed in Canadian dollars)

11. Financial instruments and risk management (continued)

(b) Liquidity Risk

Liquidity risk is the risk that the Exploration Business will encounter difficulty in meeting obligations associated with financial liabilities. The Exploration Business has been dependent on financing from Fission Uranium to continue operations. As the Exploration Business was included as part of Fission Uranium prior to the Acquisition, the Exploration Business had access to liquidity through intercompany cash pooling arrangements which represented a source of liquidity to the Exploration Business as needed.

The Exploration Business' financial liabilities, consisting of accounts payable and accrued liabilities, arose as a result of exploration and development of its exploration and evaluation interests. Payment terms on these liabilities are typically 30 to 60 days from receipt of invoice and do not generally bear interest. The following table summarizes the remaining contractual maturities of the Exploration Business's financial liabilities.

	Maturity Dates	June 30 2013	June 30 2012
		\$	\$
Accounts payable and accrued liabilities	< 6 months	47,125	17,404

12. Segmented information

The Exploration Business primarily operates in one reportable operating segment, being the exploration and development of exploration and evaluation assets. Long-lived assets by geographic area are as follows:

	June 30, 2013		June 30, 2012	
	Canada	Peru	Canada	Peru
	\$	\$	\$	\$
Property and equipment	-	16,021	-	18,194
Exploration & evaluation	4,505,222	-	3,748,096	-
	4,505,222	16,021	3,748,096	18,194

13. Supplemental disclosure with respect to cash flows

There were no cash payments for interest and income taxes during the year ended June 30, 2013 and June 30, 2012 or June 30, 2011.

Significant non-cash transactions for the year ended June 30, 2013 included:

- (a) Incurring \$47,125 of exploration and evaluation related expenditures through accounts payable and accrued liabilities;
- (b) Recognizing \$57,061 of exploration and evaluation cost recoveries through amounts receivable

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements

June 30, 2013, 2012, and 2011

(Expressed in Canadian dollars)

13. Supplemental disclosure with respect to cash flows (continued)

Significant non-cash transactions for the year ended June 30, 2013 (continued)

- (c) Receiving 2,666,666 shares of Azincourt, valued at \$586,667, representing the remaining \$400,000 of the total \$500,000 consideration required for the initial 10% interest in PLN with the difference recorded in the statement of comprehensive loss; and
- (d) Recognizing \$34,450 of share-based payments in exploration and evaluation assets.

Significant non-cash transactions for the year ended June 30, 2012 included:

- (a) Incurring \$17,404 of exploration and evaluation related expenditures through accounts payable and accrued liabilities; and
- (b) Recognizing \$7,922 of share-based payments in exploration and evaluation assets.

Significant non-cash transactions for the year ended June 30, 2011 included:

- (a) Incurring \$2,311 of exploration and evaluation related expenditures through accounts payable and accrued liabilities; and
- (b) Recognizing \$14,890 of share-based payments in exploration and evaluation assets.

14. Income taxes

A reconciliation of current income taxes at statutory rates (June 30, 2013 – 25.25%, June 30, 2012 – 25%, June 30, 2011 – 27.5%) with the period income taxes is as follows:

	June 30 2013	June 30 2012	June 30 2011
	\$	\$	\$
Loss before income taxes	(1,815,590)	(4,043,463)	(211,399)
Expected income tax recovery	(458,436)	(1,010,866)	(58,135)
Permanent differences	90,243	7,602	5,250
Benefits not available or recognized	577,738	117,019	50,035
Effects of tax rate changes	43,605	-	259
Deferred income tax expense (recovery)	253,150	(886,245)	(2,591)

The significant components of the Exploration Business' deferred income tax liabilities are as follows:

	June 30 2013	June 30 2012
	\$	\$
Deferred income tax liabilities		
Exploration and evaluation assets	(1,187,674)	(934,524)
Net deferred income tax liabilities	(1,187,674)	(934,524)

Deferred tax assets are recognized to the extent that it is probable that taxable profit will be available against which the deductible temporary differences and the carry-forward of unused tax credits and unused tax losses can be utilized.

The Exploration Business of Fission Uranium Corp.

Notes to the carve-out financial statements

June 30, 2013, 2012, and 2011

(Expressed in Canadian dollars)

14. Income Taxes (continued)

Pursuant to the Arrangement Agreement, the tax benefits of any losses related to Fission Uranium Corp. have not been recognized as these will not be transferred to the Exploration Business. At June 30, 2013 the Exploration Business did not recognize approximately \$766,000 (June 30, 2012 - \$821,000) of deductible temporary differences in exploration and evaluation assets located in Peru.

15. Subsequent Events

Subsequent to June 30, 2013:

Fission Uranium entered into a letter of intent ("LOI") with Brades Resource Corp. ("Brades") which sets out the basic terms upon which Fission Uranium would be prepared to enter into a property option agreement.

Under the terms of the LOI, Brades will have the option to earn up to a 50% interest in the Clearwater West property by issuing that number of common shares in the capital stock of Brades on closing that comprises 9.9% of the then issued common shares of Brades, and by incurring a total of \$5,000,000 in expenditures on the property in accordance with the following schedule;

Interest Earned	Work Obligation	Cumulative Work Obligation	Term
	\$	\$	
Nil	700,000	700,000	12 Months
20%	2,000,000	2,700,000	24 Months
50%	2,300,000	5,000,000	36 Months

Under the terms of the LOI, Fission Uranium will retain a royalty interest in the property of 2% of the net smelter returns on any uranium extracted from the property. Fission Uranium will be the operator and will be entitled to a management fee equal to 10% of expenditures for operator services. The Clearwater West property will be included in the assets spun out from Fission Uranium to Fission Spinco.

APPENDIX "G"
CONDENSED INTERIM FINANCIAL STATEMENTS OF FISSION SPINCO

Fission 3.0 Corp.

Condensed Interim Financial Statements

**For the Period From Incorporation on
September 23, 2013 to September 30, 2013**



October 29, 2013

Independent Auditor's Report

To the Directors of Fission 3.0 Corp.

We have audited the accompanying interim financial statements of Fission 3.0 Corp. which comprise the interim statement of financial position as at September 30, 2013 and the interim statements of comprehensive loss, changes in equity and cash flows for the period from incorporation on September 23, 2013 to September 30, 2013, and the related notes, which comprise a summary of significant accounting policies and other explanatory information.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these interim financial statements in accordance with International Financial Reporting Standards applicable to the preparation of interim financial statements, including International Accounting Standard 34, Interim Financial Reporting, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these interim financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the interim financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the interim financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the interim financial statements.

We believe that the audit evidence we have obtained in our audit is sufficient and appropriate to provide a basis for our audit opinion.

PricewaterhouseCoopers LLP

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"PwC" refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership.



Opinion

In our opinion, the interim financial statements present fairly, in all material respects, the financial position of Fission 3.0 Corp. as at September 30, 2013 and its financial performance and cash flows for the period from incorporation on September 23, 2013 to September 30, 2013 in accordance with International Financial Reporting Standards applicable to the preparation of interim financial statements, including International Accounting Standard 34, Interim Financial Reporting.

signed "PricewaterhouseCoopers LLP"

Chartered Accountants

Fission 3.0 Corp.

Condensed Interim Financial Statements

**For the Period From Incorporation on
September 23, 2013 to September 30, 2013**

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Fission 3.0 Corp.

Condensed interim statement of financial position
(Expressed in Canadian dollars)

	Note	September 30 2013
		\$
Assets		
Current assets		
Cash and cash equivalents		1
Total Assets		1
Liabilities		
Current liabilities		
Accounts payable and accrued liabilities		5,004
Total Liabilities		5,004
Shareholders' Equity		
Share capital	3	1
Deficit		(5,004)
		(5,003)
Total Liabilities and Shareholders' Equity		1

Subsequent Events (Note 7)

Approved by the board and authorized for issue on October 29, 2013.

"Dev Randhawa"

Director

"Frank Estergaard"

Director

Fission 3.0 Corp.

Condensed interim statement of comprehensive loss
(Expressed in Canadian dollars)

	Period from Incorporation on September 23, 2013 to September 30, 2013
	\$
Expenses	
Professional fees	5,004
Net loss and comprehensive loss for the period	(5,004)
Basic and diluted loss per common share	(5,004)
Weighted average number of common shares outstanding	1

Fission 3.0 Corp.

Condensed interim statement of changes in equity
(Expressed in Canadian dollars)

	Note	Share capital		Deficit	Total shareholders' equity
		Shares	Amount		
			\$	\$	\$
Balance, Incorporation on September 23, 2013		-	-	-	-
Share issued on incorporation	3	1	1	-	1
Net loss and comprehensive loss		-	-	(5,004)	(5,004)
Balance, September 30, 2013		1	1	(5,004)	(5,003)

Fission 3.0 Corp.

Condensed interim statement of cash flows
(Expressed in Canadian dollars)

	Period from Incorporation on September 23, 2013 to September 30, 2013
	\$
Operating activities	
Net loss and comprehensive loss	(5,004)
Changes in non-cash working capital items:	
Increase in accounts payable and accrued liabilities	5,004
	-
Financing activity	
Share subscription	1
Increase in cash and cash equivalents during the period	1
Cash and cash equivalents, beginning of period	-
Cash and cash equivalents, end of period	1

Fission 3.0 Corp.

Notes to the condensed interim financial statements
September 30, 2013
(Expressed in Canadian dollars)

1. Nature of operations

Fission 3.0 Corp. (the "Company") was incorporated on September 23, 2013 under the laws of the Canada Business Corporations Act as part of a plan of arrangement (the "Arrangement") to reorganize Fission Uranium Corp. ("Fission Uranium") which is expected to be completed on or about December 4, 2013. The Company's intended business activity is the acquisition and exploration of exploration and evaluation interests. To date, the Company has not commenced operations. The Company's head office is located at 700 - 1620 Dickson Ave., Kelowna, BC, V1Y 9Y2. The ultimate parent company and ultimate controlling party is Fission Uranium Corp., a company incorporated in Canada, whose principal business activity is the acquisition and exploration of exploration and evaluation interests.

The Company's ability to pay its debts and continue as a going concern is dependent upon the Company securing financing and continued support from Fission Uranium.

2. Significant accounting policies

(a) *Statement of Compliance*

These condensed interim financial statements have been prepared in accordance with International Accounting Standard IAS 34 Interim Financial Reporting ("IAS 34") using accounting policies consistent with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("ISAB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRICs") and the former Standing Interpretations Committee ("SICs") as at September 30, 2013.

(b) *Basis of Presentation*

These financial statements have been prepared on the historical cost basis.

(c) *Foreign Currency Translation*

The functional currency of the Company is the Canadian Dollar.

(d) *Financial Liabilities*

All financial liabilities are initially recorded at fair market value and designated upon initial recognition as FVTPL or other financial liabilities.

Financial liabilities classified as other financial liabilities are initially recognized at fair value. After initial recognition, other financial liabilities are subsequently measured at amortized cost using the effective interest rate method.

The effective interest rate method is a method of calculating the amortized cost of a financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that discounts estimated future cash payments through the expected life of the financial liability, or, where appropriate, a shorter period. The Company's accounts payable and accrued liabilities are classified as other financial liabilities.

Fission 3.0 Corp.

Notes to the condensed interim financial statements
September 30, 2013
(Expressed in Canadian dollars)

2. Significant accounting policies (continued)

(d) *Financial Liabilities (continued)*

Derivatives, including separate embedded derivatives are also classified as FVTPL and recognized at fair value with changes in fair value recognized in earnings unless they are designated as effective hedging instruments. The Company has no liabilities or derivatives classified as FVTPL. Fair value changes on financial liabilities classified as FVTPL are recognized in profit or loss.

(e) *Income Taxes*

Current tax is the expected tax payable or receivable on the local taxable income or loss for the year, using local tax rates enacted or substantively enacted at the end of each reporting period, and includes any adjustments to tax payable or receivable in previous years.

Deferred income taxes are recorded using the liability method whereby deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they are realized or settled, based on the laws that have been enacted or substantively enacted by the end of the reporting period.

Deferred tax is not recognized for temporary differences which arise on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting, nor taxable profit or loss.

A deferred tax asset is recognized for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future tax profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

(f) *Loss per Share*

The Company presents basic and diluted loss per share for its common shares, calculated by dividing the loss attributable to common shareholders of the Company by the weighted average number of common shares outstanding during the period. Diluted loss per share does not adjust the gain or loss attributable to common shareholders when the effect is anti-dilutive.

3. Share capital

The Company is authorized to issue an unlimited number of common shares, without par value.

On September 23, 2013 the Company issued one common share on incorporation.

Fission 3.0 Corp.

Notes to the condensed interim financial statements
September 30, 2013
(Expressed in Canadian dollars)

4. Capital management

The Company's objectives when managing capital are to safeguard the Company's ability to continue as a going concern in order to pursue exploration and development of its exploration and evaluation assets and to maintain a flexible capital structure which optimizes the costs of capital as an acceptable risk.

The Company will depend on external financing to fund its activities. The capital structure of the Company currently consists of common shares.

Changes in the equity accounts of the Company are disclosed in the statement of changes in equity. The Company manages the capital structure and makes adjustment to it in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust the capital structure, the Company may attempt to issue new shares, acquire or dispose or adjust the amount of cash and cash equivalents. The issuance of common shares requires approval of the Board of Directors.

The Company anticipates accessing equity markets and the use of joint ventures to fund exploration and evaluation assets and the future growth of the business.

5. Financial risk management

The Company's financial instruments consist of cash and cash equivalents and accounts payable and accrued liabilities. The carrying value of cash and cash equivalents and accounts payable and accrued liabilities is considered to be a reasonable approximation of fair value due to the short-term nature of these instruments. The Company's financial instruments are exposed to a number of financial and market risks, including credit and liquidity risks.

(a) Liquidity Risk

Liquidity risk is the risk that the Company not be able to meet its obligations with respect to financial liabilities as they fall due. The Company is dependent on the completion of the plan of arrangement to reorganize Fission Uranium to continue operations.

The Company's financial liabilities, consisting of accounts payable and accrued liabilities, arose as a result of professional fees. Payment terms on these liabilities are typically 30 to 60 days from receipt of invoice and do not generally bear interest. The following table summarizes the remaining contractual maturities of the Company's financial liabilities.

	Maturity Dates	September 30 2013
		\$
Accounts payable and accrued liabilities	< 6 months	5,004

Fission 3.0 Corp.

Notes to the condensed interim financial statements
September 30, 2013
(Expressed in Canadian dollars)

6. Income taxes

A reconciliation of current income taxes at statutory rates (26%) with the period income taxes is as follows:

	September 30
	2013
	\$
Loss before income taxes	5,004
Expected income tax recovery	(1,301)
Benefits of tax attributes not recognized	1,301
Deferred income tax expense	-

The significant components of the Company's deferred income tax assets are as follows:

	September 30
	2013
	\$
Deferred income tax assets	
Non-capital losses	1,301
Deferred income tax assets	1,301
Benefits of tax attributes not recognized	(1,301)
Net deferred income tax assets	-

The Company has available approximately \$5,004 of recognized non-capital losses which, if unutilized, will expire by 2034.

Fission 3.0 Corp.

Notes to the condensed interim financial statements
September 30, 2013
(Expressed in Canadian dollars)

7. Subsequent events

Subsequent to September 30, 2013:

- (a) On September 17, 2013 Fission Uranium entered into a definitive arrangement agreement (the "Arrangement Agreement") with Alpha Minerals Inc. ("Alpha"), which is expected to be completed on or about December 4, 2013, pursuant to which Fission Uranium will acquire Alpha and its primary asset, a 50% interest in the Patterson Lake South joint venture (the "PLS Joint Venture") the other 50% of which is held by Fission Uranium. Under the terms of the Arrangement Agreement, Fission has agreed to offer shareholders of Alpha 5.725 shares of Fission Uranium and a cash payment of \$0.0001 for each Alpha share held.

Additionally, Alpha shareholders will receive all of the common shares of a new company ("Alpha Spinco") which will be spun out from Alpha and hold all of Alpha's exploration and evaluation assets other than Alpha's interest in the PLS Joint Venture, marketable securities, and property and equipment located in Alpha's office in Vancouver, BC (together the "Alpha Spinco Assets").

Similarly, the current shareholders of Fission Uranium will receive all of the common shares of Fission 3.0 Corp. ("Fission Spinco") which will be spun out from Fission Uranium and hold all of Fission Uranium's exploration and evaluation assets other than Fission Uranium's interest in the PLS Joint Venture, marketable securities, and property and equipment located in Peru (together the "Fission Uranium Spinco Assets").

Under the terms of the Arrangement Agreement, each of Alpha Spinco and Fission Spinco will receive \$3 million in cash to fund future operations. The transaction will take place by way of a plan of arrangement. The transaction will be subject to regulatory and Alpha and Fission Uranium shareholder approvals. In certain circumstances a \$6 million break fee may be payable; and

- (b) Fission Uranium entered into a letter of intent ("LOI") with Brades Resource Corp. ("Brades") which sets out the basic terms upon which the Fission Uranium would be prepared to enter into a property option agreement.

Under the terms of the LOI, Brades will have the option to earn up to a 50% interest in the Clearwater West property by issuing to Fission Uranium that number of common shares in the capital stock of Brades on closing that comprises 9.9% of the then issued common shares of Brades, and by incurring a total of \$5,000,000 in expenditures on the property in accordance with the following schedule;

Interest Earned	Work Obligation	Cumulative Work Obligation	Term
	\$	\$	
Nil	700,000	700,000	12 months
20%	2,000,000	2,700,000	24 months
50%	2,300,000	5,000,000	36 months

Fission 3.0 Corp.

Notes to the condensed interim financial statements

September 30, 2013

(Expressed in Canadian dollars)

7. Subsequent events (continued)

Under the terms of the LOI, Fission Uranium will retain a royalty interest in the property of 2% of the net smelter returns on any uranium extracted from the property. Fission Uranium will be the operator and will be entitled to a management fee equal to 10% of expenditures for operator services. The Clearwater West Property will be included in the assets spun out from Fission Uranium to the Company.

APPENDIX "H"
***PRO FORMA* FINANCIAL STATEMENTS OF FISSION SPINCO**

Fission 3.0 Corp.

Pro Forma Financial Statements

June 30, 2013

(Unaudited – prepared by management)

Pro Forma Financial Statements

June 30, 2013

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Fission 3.0 Corp.

Pro forma statement of financial position
As at June 30, 2013
(Unaudited - prepared by management)
(Expressed in Canadian dollars)

	A	B		C	A+B+C
	Fission 3.0 Corp.	The Exploration Business	Pro Forma Notes	Pro Forma Adjustments	Pro Forma Balance
	\$	\$		\$	\$
Assets					
Current assets					
Cash and cash equivalents	1	-	4(a)	3,000,000	3,000,001
Short-term investments	-	586,667		-	586,667
Amounts receivable	-	60,640		-	60,640
	1	647,307		3,000,000	3,647,308
Property and equipment	-	16,021		-	16,021
Exploration and evaluation assets	-	4,505,222		-	4,505,222
Total Assets	1	5,168,550		3,000,000	8,168,551
Liabilities					
Current liabilities					
Accounts payable and accrued liabilities	5,004	47,125		-	52,129
	5,004	47,125		-	52,129
Deferred tax liability	-	1,187,674		-	1,187,674
Total Liabilities	5,004	1,234,799		-	1,239,803
Shareholder's Equity					
Share capital	1	-	4(a), 4(b)	6,933,751	6,933,752
Owner's net investment	-	3,933,751	4(b)	(3,933,751)	-
Deficit	(5,004)	-	-	-	(5,004)
	(5,003)	3,933,751		3,000,000	6,928,748
Total Liabilities and Shareholder's Equity	1	5,168,550		3,000,000	8,168,551

Fission 3.0 Corp.

Pro forma statement of comprehensive loss
 Year Ended June 30, 2013
 (Unaudited - prepared by management)
 (Expressed in Canadian dollars)

	A	B	C	A+B+C
	Fission 3.0 Corp.	The Exploration Business	Pro Forma Notes	Pro Forma Adjustments
	\$	\$		\$
Expenses				
Business Development	-	107,510		107,510
Consulting and directors fees	-	405,305		405,305
Depreciation	-	2,173		2,173
Office and administration	-	157,317		157,317
Professional fees	5,004	256,233		261,237
Public relations and communications	-	147,057		147,057
Share-based compensation	-	243,487		243,487
Trade shows and conferences	-	46,576		46,576
Wages and benefits	-	364,521		364,521
	5,004	1,730,179		1,735,183
Other items - income/(expense)				
Exploration management fee income	-	5,187		5,187
Foreign exchange loss	-	(2,324)		(2,324)
Unrealized gain on investments	-	186,667		186,667
Exploration and evaluation write-down	-	(274,941)		(274,941)
	-	(85,411)		(85,411)
Loss before income taxes	(5,004)	(1,815,590)		(1,820,594)
Deferred income tax expense	-	(253,150)		(253,150)
Net loss and comprehensive loss for the year	(5,004)	(2,068,740)		(2,073,744)
Basic and diluted loss per common share	(5,004)	-		(0.01)
Weighted average number of common shares outstanding	1	-	149,894,586	149,894,587

Fission 3.0 Corp.

Notes to the pro forma financial statements

June 30, 2013

(Unaudited – prepared by management)

(Expressed in Canadian dollars)

1. Plan of arrangement

The unaudited pro forma financial statements have been compiled for purposes of inclusion in an Information Circular of Fission Uranium Corp. ("Fission Uranium") dated October 29, 2013.

On September 17, 2013, Fission Uranium Corp. ("Fission Uranium") entered into a definitive arrangement agreement (the "Arrangement Agreement") with Alpha Minerals Inc. ("Alpha"), pursuant to which Fission Uranium will acquire Alpha and its primary asset, a 50% interest in the Patterson Lake South joint venture (the "PLS Joint Venture") the other 50% of which is held by Fission Uranium. Under the terms of the Arrangement Agreement, Fission Uranium has agreed to offer shareholders of Alpha 5.725 shares of Fission Uranium and a cash payment of \$0.0001 for each Alpha share held.

Additionally, Alpha shareholders will receive all of the common shares of a new company ("Alpha Spinco") which will be spun out from Alpha and hold all of Alpha's exploration and evaluation assets other than Alpha's interest in the PLS Joint Venture, marketable securities, and property and equipment located in Alpha's office in Vancouver, BC (together the "Alpha Spinco Assets").

Similarly, the current shareholders of Fission Uranium will receive all of the common shares of Fission 3.0 Corp ("Fission 3.0") which will be spun out from Fission Uranium and hold all of Fission Uranium's exploration and evaluation assets other than Fission Uranium's interest in the PLS Joint Venture, marketable securities, and property and equipment located in Peru (the "Exploration Business of Fission Uranium Corp" or "the Exploration Business").

Under the terms of the Arrangement Agreement, each of Alpha Spinco and Fission 3.0 will receive \$3 million in cash to fund future operations. The transaction will take place by way of a plan of arrangement. The transaction will be subject to regulatory and Alpha and Fission Uranium shareholder approvals. In certain circumstances a \$6 million break fee may be payable.

2. Basis of presentation

These unaudited pro forma financial statements give effect to the Arrangement Agreement whereby Fission Uranium will transfer its interest in the North Shore, Beaver River, Clearwater West, Manitou Falls, Patterson Lake North, Thompson Lake, and Peru Properties, marketable securities, and property and equipment located in Peru to Fission 3.0 for shares in Fission 3.0. In addition, Fission Uranium will subscribe for Fission 3.0 shares for an amount equal to \$3,000,000.

The unaudited pro forma financial statements have been compiled from and include:

- An unaudited pro forma statement of financial position, which combines the statement of financial position of Fission 3.0 as at September 30, 2013 and the carve-out consolidated statement of financial position of the Exploration Business as at June 30, 2013, giving effect to the Arrangement Agreement as if it occurred on June 30, 2013; and
- An unaudited pro forma statement of comprehensive loss, which combines the statement of comprehensive loss of Fission 3.0 for the period from incorporation on September 23, 2013 to September 30, 2013 and the carve-out consolidated statement of comprehensive loss of the Exploration Business for the year ended June 30, 2013 giving effect to the Arrangement Agreement as if it had occurred on July 1, 2012.

Fission 3.0 Corp.

Notes to the pro forma financial statements

June 30, 2013

(Unaudited – prepared by management)

(Expressed in Canadian dollars)

2. Basis of presentation (continued)

These unaudited pro forma financial statements are provided for illustrative purposes only, and do not purport to represent the financial position that would have resulted had the Arrangement Agreement actually occurred on June 30, 2013 or the results of operations that would have resulted had the Arrangement Agreement actually occurred on July 1, 2012. Further, these pro forma financial statements are not necessarily indicative of the future financial position or results of operations of Fission 3.0 as a result of the Arrangement Agreement. These unaudited pro forma financial statements should be read in conjunction with the audited carve-out financial statements of the Exploration Business for the years ended June 30, 2013, 2012, and 2011 and the audited financial statements of Fission 3.0 for the period from incorporation on September 23, 2013 to September 30, 2013, all of which are contained within the information circular.

3. Significant accounting policies

The accounting policies used in the preparation of these unaudited pro forma financial statements are those as set out in Fission Uranium's audited consolidated financial statements for the year ended June 30, 2013.

4. Pro forma assumptions

The pro forma statement of financial position and pro forma statement of comprehensive loss are based on the following assumptions:

- (a) Fission 3.0 will receive \$3,000,000 in cash as part of the Arrangement Agreement.
- (b) The amount contained within owner's net investment of \$3,933,751 is transferred to share capital upon issuance of shares of Fission 3.0 for the Exploration Business.

APPENDIX "I"
PRO FORMA FINANCIAL STATEMENTS OF FISSION

Fission Uranium Corp.

Pro Forma Financial Statements

June 30, 2013

(Unaudited – prepared by management)

Pro Forma Financial Statements

June 30, 2013

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Fission Uranium Corp.

Pro forma statement of financial position
As at June 30, 2013
(Unaudited - prepared by management)
(Expressed in Canadian dollars)

	A	B		C	A+B+C
	Fission	The Exploration	Pro Forma	Pro Forma	Pro Forma
	Uranium Corp.	Business	Notes	Adjustments	Balance
	\$	\$		\$	\$
Assets					
Current assets					
Cash and cash equivalents	15,068,354	-	4(a)	(3,000,000)	12,068,354
Short-term investments	601,800	(586,667)		-	15,133
Amounts receivable	2,550,144	(60,640)		-	2,489,504
Prepaid expenses	101,415	-		-	101,415
	18,321,713	(647,307)		(3,000,000)	14,674,406
Property and equipment	246,308	(16,021)		-	230,287
Exploration and evaluation assets	10,041,838	(4,505,222)		-	5,536,616
Total Assets	28,609,859	(5,168,550)		(3,000,000)	20,441,309
Liabilities					
Current liabilities					
Accounts payable and accrued liabilities	2,338,172	(47,125)		-	2,291,047
	2,338,172	(47,125)		-	2,291,047
Deferred tax liability	1,664,145	(1,187,674)		-	476,471
Total Liabilities	4,002,317	(1,234,799)		-	2,767,518
Shareholder's Equity					
Share capital	79,315,530	-		-	79,315,530
Owner's net investment	-	(3,933,751)	4(b)	3,933,751	-
Other capital reserves	487,206	-	4(b)	(3,933,751)	(3,446,545)
Deficit	(55,195,194)	-	4(a)	(3,000,000)	(58,195,194)
	24,607,542	(3,933,751)		(3,000,000)	17,673,791
Total Liabilities and Shareholder's Equity	28,609,859	(5,168,550)		(3,000,000)	20,441,309

Fission Uranium Corp.

Pro forma statement of comprehensive loss
 Year Ended June 30, 2013
 (Unaudited - prepared by management)
 (Expressed in Canadian dollars)

	A	B	C	A+B+C
	Fission Uranium Corp.	The Exploration Business	Pro Forma Notes	Pro Forma Adjustments
	\$	\$		\$
Expenses				
Business Development	408,023	(107,510)	-	300,513
Consulting and directors fees	1,538,223	(405,305)	-	1,132,918
Depreciation	65,288	(2,173)	-	63,115
Office and administration	597,053	(157,317)	-	439,736
Professional fees	972,461	(256,233)	-	716,228
Public relations and communications	558,111	(147,057)	-	411,054
Share-based compensation	924,087	(243,487)	-	680,600
Trade shows and conferences	176,764	(46,576)	-	130,188
Wages and benefits	1,383,438	(364,521)	-	1,018,917
	6,623,448	(1,730,179)	-	4,893,269
Other items - income/(expense)				
Exploration management fee income	400,247	(5,187)	-	395,060
Expense recovery	166,757	-	-	166,757
Foreign exchange loss	(8,821)	2,324	-	(6,497)
Interest and miscellaneous income	46,893	-	-	46,893
Rental income	13,597	-	-	13,597
Unrealized gain (loss) on investments	177,311	(186,667)	-	(9,356)
Exploration and evaluation write-down	(274,941)	274,941	-	-
	521,043	85,411	-	606,454
Loss before income taxes	(6,102,405)	1,815,590	-	(4,286,815)
Deferred income tax expense	(345,718)	253,150	-	(92,568)
Net loss and comprehensive loss for the year	(6,448,123)	2,068,740	-	(4,379,383)
Basic and diluted loss per common share	(0.04)	-	-	(0.03)
Weighted average number of common shares outstanding	149,469,474	-	-	149,469,474

Fission Uranium Corp.

Notes to the pro forma financial statements

June 30, 2013

(Unaudited – prepared by management)

(Expressed in Canadian dollars)

1. Plan of arrangement

The unaudited pro forma financial statements have been compiled for purposes of inclusion in an Information Circular of Fission Uranium Corp. ("Fission Uranium") dated October 29, 2013.

On September 17, 2013, Fission Uranium Corp. ("Fission Uranium") entered into a definitive arrangement agreement (the "Arrangement Agreement") with Alpha Minerals Inc. ("Alpha"), pursuant to which Fission Uranium will acquire Alpha and its primary asset, a 50% interest in the Patterson Lake South joint venture (the "PLS Joint Venture") the other 50% of which is held by Fission Uranium. Under the terms of the Arrangement Agreement, Fission Uranium has agreed to offer shareholders of Alpha 5.725 shares of Fission Uranium and a cash payment of \$0.0001 for each Alpha share held.

Additionally, Alpha shareholders will receive all of the common shares of a new company ("Alpha Spinco") which will be spun out from Alpha and hold all of Alpha's exploration and evaluation assets other than Alpha's interest in the PLS Joint Venture, marketable securities, and property and equipment located in Alpha's office in Vancouver, BC (together the "Alpha Spinco Assets").

Similarly, the current shareholders of Fission Uranium will receive all of the common shares of Fission 3.0 Corp ("Fission 3.0") which will be spun out from Fission Uranium and hold all of Fission Uranium's exploration and evaluation assets other than Fission Uranium's interest in the PLS Joint Venture, marketable securities, and property and equipment located in Peru (the "Exploration Business").

Under the terms of the Arrangement Agreement, each of Alpha Spinco and Fission 3.0 will receive \$3 million in cash to fund future operations. The transaction will take place by way of a plan of arrangement. The transaction will be subject to regulatory and Alpha and Fission Uranium shareholder approvals. In certain circumstances a \$6 million break fee may be payable.

2. Basis of presentation

These unaudited pro forma financial statements have been prepared by management of Fission Uranium in accordance with International Financial Reporting Standards ("IFRS") for illustrative purposes only to show the effect of the Arrangement Agreement whereby Fission Uranium will transfer its interest in the North Shore, Beaver River, Clearwater West, Manitou Falls, Patterson Lake North, Thompson Lake, and Peru Properties, marketable securities, and property and equipment located in Peru to Fission 3.0 for shares in Fission 3.0. In addition, Fission Uranium will subscribe for Fission 3.0 shares for an amount equal to \$3,000,000.

The unaudited pro forma financial statements have been compiled from and include:

- An unaudited pro forma statement of financial position, which removes the carve-out consolidated statement of financial position of the Exploration Business as at June 30, 2013 from the statement of financial position of Fission Uranium as at June 30, 2013, giving effect to the Arrangement Agreement as if it occurred on June 30, 2013; and

Fission Uranium Corp.

Notes to the pro forma financial statements

June 30, 2013

(Unaudited – prepared by management)

(Expressed in Canadian dollars)

2. Basis of presentation (continued)

- An unaudited pro forma statement of comprehensive loss, which removes the carve-out consolidated statement of comprehensive loss of the Exploration Business for the year ended June 30, 2013 from the audited statement of comprehensive loss of Fission Uranium for the year ended June 30, 2013 giving effect to the Arrangement Agreement as if it had occurred on July 1, 2012. Loss per share information has not been included for the Exploration Business as the statement of comprehensive loss has been prepared on a carve-out basis whereby there are no common shares outstanding.

These unaudited pro forma financial statements are provided for illustrative purposes only, and do not purport to represent the financial position that would have resulted had the Arrangement Agreement actually occurred on June 30, 2013 or the results of operations that would have resulted had the Arrangement Agreement actually occurred on July 1, 2012. These pro forma financial statements only give effect to the carve-out of the Exploration Business and do not reflect the acquisition of Alpha in accordance with the Arrangement Agreement. For pro forma related to the Alpha acquisition, please refer to the information circular filed by Alpha Minerals Inc. These pro forma financial statements do not include any adjustments for modifications to the stock options of Fission Uranium as a result of the spin out. Further, these pro forma financial statements are not necessarily indicative of the future financial position or results of operations of Fission Uranium as a result of the Arrangement Agreement. These unaudited pro forma financial statements should be read in conjunction with the audited financial statements of Fission Uranium for the year ended June 30, 2013 and the audited carve-out financial statements of the Exploration Business for the years ended June 30, 2013, 2012, and 2011, all of which are contained within the information circular.

3. Significant accounting policies

The accounting policies used in the preparation of these unaudited pro forma financial statements are those as set out in Fission Uranium's audited consolidated financial statements for the year ended June 30, 2013.

4. Pro forma assumptions

The pro forma statement of financial position and pro forma statement of comprehensive loss are based on the following assumptions:

- (a) In accordance with the Arrangement Agreement, Fission Uranium will inject \$3,000,000 in cash into Fission 3.0 to fund future operations.
- (b) The Owner's net investment in the Exploration Business in the amount of \$3,933,751 is transferred to other capital reserves.

Any questions and requests for assistance may be directed to the

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