

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

IN RE URANERZ ENERGY CORPORATION  
SHAREHOLDER LITIGATION

Case No. A-15-711942-B  
Dept No. XXVII

**STIPULATION OF SETTLEMENT**

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED  
SETTLEMENT OF CLASS ACTION AND FINAL APPROVAL HEARING**

**TO: ALL PERSONS OR ENTITIES WHO HELD SHARES OF COMMON STOCK IN URANERZ ENERGY CORPORATION, EITHER OF RECORD OR BENEFICIALLY, AT ANY TIME BETWEEN JANUARY 5, 2015 THROUGH AND INCLUDING JUNE 18, 2015, THE DATE OF CONSUMMATION OF THE MERGER WITH ENERGY FUELS, INC.**

Please read this notice carefully. This notice is about a proposed settlement of several lawsuits and contains important information. Your rights will be affected by this proposed settlement.

**What is the purpose of this Notice?**

The purpose of this Notice is to inform you of a proposed settlement (the "Settlement") of a consolidated class action lawsuit in the District Court for the Clark County of the State of Nevada (the "Court") (the "Action"), and of a hearing to be held before the Court on March 23, 2016 to determine, among other matters, whether the Settlement should be approved (the "Final Approval Hearing"). The Action is about the merger between Uranerz Energy Corporation ("Uranerz," "URZ," or the "Company"), Energy Fuels, Inc. ("Energy Fuels"), and EFR Nevada Corp. ("EFR"), that was announced on January 5, 2015 (the "Merger"). The Settlement is on behalf of all people and entities that owned URZ stock from the date of the merger agreement, January 5, 2015, through consummation of the Merger on June 18, 2015, excluding Defendants and their affiliates. These stockholders are called the "Class." If you are a member of the Class, this Notice will inform you of how, if you so choose, you may appear in the lawsuit or object to the Settlement.

*The following recitation does not constitute findings of the Court and should not be understood as an expression of any opinion of the Court as to the merits of any claims or defenses by any of the parties. It is based on statements of the parties and is sent for the sole purpose of informing you of the existence of the Action and of a hearing on a proposed settlement so that you may make appropriate decisions as to steps you may, or may not, wish to take in relation to the Action.*

**What is the Lawsuit about?**

On January 5, 2015, Energy Fuels and Uranerz announced that they had entered into an Agreement and Plan of Merger (the "Merger Agreement"), in which Energy Fuels would acquire Uranerz. Under the Merger Agreement, Uranerz stockholders received 0.255 Energy Fuels shares for each share of Uranerz.

Between January 6, 2015 and February 9, 2015, nine putative class actions were filed on behalf of Uranerz shareholders in the Eighth Judicial District of Clark County, asserting breaches of fiduciary duty under Nevada law, and other related claims.<sup>1</sup> On January 10, 2015, Plaintiff David R. Lang filed a putative class action in Washoe County, Nevada. On April 1, 2015, the Court consolidated the nine Clark County actions.

On May 8, 2015, Energy Fuels filed with the U.S. Securities and Exchange Commission (the "SEC") a Form F-4 Registration Statement regarding its proposed transaction with Uranerz, which contained a preliminary proxy statement/prospectus ("Preliminary Proxy Statement"), disclosing details regarding the Merger. On May 26, 2015, Energy Fuels filed with the SEC a Form F-4 Amended Registration Statement which contained the final proxy statement/prospectus ("Final Proxy Statement") regarding the Merger and setting a Uranerz shareholder vote for June 18, 2015.

After arm's-length negotiations, counsel for the Parties reached an agreement-in-principle concerning a proposed settlement of the Action. Those negotiations and discussions led to the execution of a memorandum of understanding (the "MOU") on June 10, 2015. The MOU provided for an agreement-in-principle to settle the Action, subject to approval of the Court and the completion by Plaintiffs' Counsel of additional discovery to confirm the fairness, reasonableness, and adequacy of the Settlement. As part of the Settlement, Defendants agreed to provide additional information to Uranerz stockholders (the "Supplemental Disclosures") before the close of the Merger.

On June 10, 2015, Uranerz filed the Supplemental Disclosures set forth in an amendment to the Proxy submitted to the SEC.

On June 18, 2015, the Merger was completed.

Following execution of the MOU, Plaintiffs' Counsel conducted discovery to confirm the fairness, reasonableness, and adequacy of the Settlement, which included taking the deposition of Dennis Higgs, former Executive Chairman and Director of Uranerz,

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<sup>1</sup> Uranerz, Uranerz's Board of Directors, Energy Fuels, and EFR are collectively referred to as the "Defendants." The stockholders who brought these cases are collectively referred to as the "Plaintiffs." Plaintiffs and Defendants are collectively referred to as the "Parties."

and Arnold J. Dyck, former Director and Chair of the Uranerz Special Committee. Plaintiffs' counsel also inspected and analyzed certain confidential documents produced by Defendants.

On November 5, 2015, the Parties, by their counsel, executed the Stipulation of Settlement (the "Stipulation") providing for settlement of the Action as described in this Notice, and submitted the Stipulation to the Court.

On December 17, 2015, the Court entered an order providing for, among other things, the scheduling of the Settlement Hearing; the preliminary certification, for settlement purposes only, of the Class; a stay of the Action pending a hearing on the proposed Settlement; and an injunction against the commencement or prosecution of any action by any member of the Class asserting any of the claims subject to the Settlement.

#### **Why did the Parties agree to settle the lawsuit?**

Plaintiffs decided to agree to the Settlement because Defendants have asserted, and would continue to assert, significant legal and factual defenses to Plaintiffs' claims made in the Action. Plaintiffs believe that the terms of this Settlement are fair, reasonable, adequate, and in the best interest of all members of the Class.

Defendants deny and continue to deny that they have committed or aided or abetted in the commission of any unlawful or wrongful act alleged in the Action and maintain that they complied with their fiduciary duties, and Defendants are entering into this Settlement solely because the proposed settlement will eliminate the burden, expense, and risk of litigation.

#### **What are the terms of the Settlement?**

The Settlement required Uranerz to provide more information to stockholders about the Merger. Specifically, the Defendants agreed to provide, and did provide, Supplemental Disclosures to stockholders in a Form 8-K, which was filed with the SEC on June 10, 2015, and is attached hereto as Exhibit A.

#### **Will there be a Court hearing?**

The Court will hold a hearing to decide if the Settlement will be approved. The Settlement Hearing will be held on March 23, 2016 at 10:30 a.m. in Department XXVII of the Eighth Judicial District Court of Clark County, Nevada, located at 200 Lewis Avenue, Las Vegas, Nevada 89155. The Court will: (a) decide if certification of the Class should be made final; (b) determine whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Class; (c) determine whether an Order and Final Judgment should be entered dismissing the Action with prejudice on the merits and releasing the Settled Claims; (d) consider Plaintiffs' Counsel's application for an award of attorneys' fees and expenses; (e) hear and determine any objections to the Settlement or Plaintiffs' Counsel's application for an award of attorneys' fees and expenses; and (f) rule on such other matters as the Court may deem appropriate.

The Court reserves the right to change the date of the Settlement Hearing without further notice to the Class.

#### **What are my legal rights?**

As a member of the Class you can either do nothing or object to the Settlement if you disagree with any part of it. You can also hire your own lawyer, at your own cost, if you choose. If you want to object to the Settlement or Plaintiffs' Counsel's request for an award of attorneys' fees and expenses, you may appear in person or by your attorney at the Settlement Hearing and present evidence or arguments against the Settlement. If you choose to appear, you must first submit a statement of your objection to the Court no later than March 9, 2016. Specifically you or your lawyer must file with the Court and serve the lawyers listed below the following information: (a) a written notice of intention to appear; (b) a statement of your objections to any matters before the Court; and (c) evidence that you are a member of the Class, the grounds for your objection, as well as all documents or writing you want the Court to consider. Such filings shall be served by e-filing, hand delivery or overnight mail upon the following counsel:

KEMP, JONES & COULTHARD, LLP  
J. Randall Jones  
Michael J. Gayan  
3800 Howard Hughes Parkway  
Seventeenth Floor  
Las Vegas, Nevada 89169  
E-mail: [r.jones@kempjones.com](mailto:r.jones@kempjones.com)  
E-mail: [m.gayan@kempjones.com](mailto:m.gayan@kempjones.com)  
Facsimile: (702) 385-6001

BALLARD SPAHR LLP  
Abran E. Vigil  
Sylvia O. Semper  
100 North City Parkway, Suite 1750  
Las Vegas, Nevada 89106-4617  
[vigila@ballardspahr.com](mailto:vigila@ballardspahr.com)

WOODBURN & WEDGE  
Chris Wicker  
6100 Neil Road., #500  
Reno, NV 89505  
[cwicker@woodburnandwedge.com](mailto:cwicker@woodburnandwedge.com)

If you do not object to the Settlement in the manner described above, you waive the right to object (including any right of appeal) and will be forever barred from raising such objection in this or any other action or proceeding. Any member of the Class who does not object to the Settlement or the request by Plaintiffs' Counsel for an award of attorneys' fees and expenses (described below) or to any other matter stated above need not do anything.

### **Will this Settlement end the lawsuit?**

If the Court determines that the Settlement is fair, reasonable, adequate, and in the best interests of the Class, the parties to the Actions will ask the Court to enter the Order and Final Judgment, which will, among other things:

- a. Certify the Class on a non-opt-out basis for settlement purposes;
- b. Approve the Settlement, and all transactions preparatory or incident thereto, as fair, reasonable, and adequate, pursuant to Nevada Rule of Civil Procedure Rule 23(e);
- c. Authorize and direct performance of the Settlement in accordance with its terms and conditions;
- d. Address all objections to the Settlement;
- e. Dismiss the Action with prejudice as against all Class Members, without costs except as herein provided, and release the Released Parties, and each of them, from the Released Claims; and
- f. Approve the award of counsel fees and reimbursement of expenses incurred by Plaintiffs' Counsel.

### **What am I giving up as part of the Settlement?**

As part of the Settlement, Plaintiffs and the Class agree to release certain claims against Defendants. That means the members of the Class cannot sue Defendants for the claims that were made in the Actions ever again, even if new facts are later discovered about these claims. The specific release language as stated in the Stipulation is as follows:

This Settlement Agreement provides a General Release by Plaintiffs and all Class Members of all Released Claims, including Unknown Claims, against all the Released Parties. Accordingly, upon Final Court Approval, Plaintiffs and all Class Members, together with their legal representatives, agents, heirs, successors in interest, transferees, and assigns shall be deemed to have and by operation of the Final Judgment shall have fully, finally, and forever released, relinquished, and discharged all Released Claims, including Unknown Claims, against all the Released Parties. Upon Final Court Approval, Plaintiffs and all Class Members, or any of them, are barred and enjoined from commencing, prosecuting, instigating or in any way participating in the commencement or prosecution of any action asserting any Released Claims, including Unknown Claims, either directly, representatively, derivatively, or in any other capacity, against any and all of the Released Parties.

The Parties acknowledge, and the members of the Class and the Released Parties by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Parties, and by operation of law the members of the Class and the Released Parties, to completely, fully, finally and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge, and the members of the Class and the Released Parties by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of "Released Claims" was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the Parties in entering into the Settlement Agreement.

Upon occurrence of the Final Court Approval, Defendants and Released Parties shall be deemed to have, and by operation of the Final Judgment approving the Settlement shall have, completely, fully, finally, and forever released Plaintiffs, members of the Class, and their counsel from all claims (including Unknown Claims, as defined above) arising out of the institution, prosecution, settlement, or resolution of the Action; provided, however, that Defendants and Released Parties shall retain the right to enforce in this Court the terms of the Settlement.

"Released Claims" means all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (defined below), that any plaintiff or any or all members of the Class ever had, now have, or may have, or otherwise could, can or might assert, whether direct, derivative, individual, class, representative, legal, equitable (including, without limitation, for any breach of fiduciary duties) or of any other type, or in any other capacity, against any of the Released Parties (defined below), whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule (including but not limited to any claims under federal securities laws or state disclosure law or any claims that could be asserted derivatively on behalf of Uranerz), which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that were, could have been, or in the future can or might be alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or related to, directly or indirectly, any of the Actions or the subject matter of any of the Actions in any court, tribunal, forum or proceeding, including, without limitation, any and all claims which are based upon, arise out of, relate in any way to, or involve, directly or indirectly, (i) the allegations in the Action, including but not limited to allegations relating to the

Merger, (ii) the complaints filed in the Action, (iii) the terms of the Merger Agreement, (iv) the Form F-4 or any amendments or supplements thereto, (v) the events leading to the execution of the Merger Agreement, including the negotiations of the Merger Agreement and the Merger, (vi) any agreements relating to the Merger Agreement, and any compensation or other payments made to any Defendants in connection with the Merger, (vii) any transactions contemplated by the Merger Agreement, (viii) any transactions relating to the Merger Agreement and the Merger, (ix) disclosures or alleged omissions made in connection with the Merger Agreement (including the adequacy and completeness of such disclosures), (x) any alleged aiding and abetting of any of the foregoing claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, and matters, and (xi) any and all conduct by any Defendants or any of the other Released Persons arising out of or relating in any way to the negotiation or execution of this MOU and any subsequent Stipulation; provided, however, that the Released Claims shall not include dissenters' rights claims by members of the Putative Class under Nevada law or the right to enforce this Stipulation or the Settlement.

"Unknown Claims" means any claim that any releasing party does not know or suspect exists in his, her or its favor at the time of the release of released claims as against the Released Parties, including without limitation those which, if known, might have affected the decision to enter into the Settlement. With respect to any of the claims to be released pursuant to this Stipulation, the Parties stipulate and agree that upon Final Approval of the Settlement, the Parties shall expressly and each member of the Class and each Released Party shall be deemed to have, and by operation of the final order and judgment by the Court shall have, expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

#### **Can I exclude myself from the Settlement?**

No. The Court's Order preliminarily approving this settlement has certified this matter as a non-opt out class action, which means Class Members cannot exclude themselves from this Settlement.

#### **How will the attorneys be paid?**

If the Court approves the Settlement, Plaintiffs' Counsel will ask the Court for an award of attorneys' fees and expenses (the "Fee Application"), in an amount not to exceed \$475,000. Defendants have agreed not to oppose the Fee Application up to \$475,000. Any fees and expenses awarded by the Court will be paid by Defendants or their insurers and will be in addition to the Settlement; you will not be responsible for any of the fees and expenses to Plaintiffs' Counsel, and any award will not reduce or in any way affect the benefits of the Settlement. The Fee Application or any fee award may be considered separately from the Settlement, and the Settlement is not contingent on the Fee Application.

#### **What should I do if I was a beneficial owner of Uranerz stock?**

Brokerage firms, banks and/or other persons or entities who held shares of the common stock of URZ from January 5, 2015 through the consummation of the Merger on June 18, 2015 for the benefit of others, are requested to promptly send this Notice to all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to Uranerz Energy Corporation Shareholder Litigation, c/o GCG, PO Box 9349, Dublin, OH 43017-4249.

#### **Where can I get more information?**

The description of the Action and the Settlement in this Notice is only a summary. More detailed information about the Action and the Settlement is available in the documents that have been filed with the Court. **PLEASE DO NOT WRITE OR CALL THE COURT.**

Questions or comments about the Settlement may be directed to Plaintiffs' Counsel as follows:

THE BRISCOE LAW FIRM, PLLC  
Willie Briscoe  
8150 North Central Expressway  
Suite 1575  
Dallas, Texas 75206  
E-mail: [wbriscoe@thebriscoelawfirm.com](mailto:wbriscoe@thebriscoelawfirm.com)  
(214) 239-4568

RIGRODSKY & LONG, P.A.  
Brian D. Long  
2 Righter Parkway, Suite 120  
Wilmington, DE 19803  
(302) 295-5310

BY ORDER OF THE DISTRICT COURT  
FOR THE CLARK COUNTY, NEVADA

Dated: January 13, 2016

**Exhibit A**

8-K 1 form8k.htm FORM 8-K

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
 Washington, D.C. 20549

**FORM 8-K****CURRENT REPORT****Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934****June 10, 2015**

Date of Report (Date of earliest event reported)

**Uranerz Energy Corporation**

(Exact name of registrant as specified in its charter)

**Nevada**(State or other jurisdiction of  
incorporation)**001-32974**

(Commission File Number)

**98-0365605**(IRS Employer  
Identification No.)**1701 East "E" Street****PO Box 50850****Casper, Wyoming, USA**

(Address of principal executive offices)

**82605**

(Zip Code)

**(307) 265-8900**

Registrant's telephone number, including area code

**Not Applicable**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

<input type="checkbox"/>	Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
<input checked="" type="checkbox"/>	Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
<input type="checkbox"/>	Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
<input type="checkbox"/>	Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

## Item 8.01 Other Events

As previously disclosed, on January 4, 2015, Uranerz Energy Corporation, a Nevada corporation (“**Uranerz**” or the “**Company**”), entered into an Agreement and Plan of Merger (the “**Merger Agreement**”) with Energy Fuels Inc., an Ontario corporation (“**Energy Fuels**”), and EFR Nevada Corp., a Nevada corporation and wholly owned subsidiary of a subsidiary of Energy Fuels (“**Merger Sub**”). The Merger Agreement provides for a business combination whereby Merger Sub will merge with and into the Company (the “**Transaction**”), and as a result the Company will continue as the surviving operating corporation and as an indirectly wholly owned subsidiary of Energy Fuels.

This Current Report on Form 8-K is being filed in connection with a Memorandum of Understanding (the “**MOU**”) regarding the settlement of certain litigation related to the Merger Agreement.

As contemplated by the MOU, Uranerz is providing certain additional disclosures to those contained in the definitive proxy statement/prospectus on Schedule 14A filed with the Securities and Exchange Commission (the “**SEC**”) on May 27, 2015 (the “**proxy statement/prospectus**”) and mailed on or about May 29, 2015 to the Uranerz shareholders of record as of the close of business on May 26, 2015 in connection with the solicitation of proxies for use at the special meeting of shareholders of Uranerz to be held on June 18, 2015, at 10:00 A.M., local time, at Casper Petroleum Club, 1301 Wilkins Circle, Casper, Wyoming, U.S.A., 82601. The purpose of the special meeting of shareholders of Uranerz is to vote on the approval of the Transaction and related matters.

### Litigation Related to the Merger

As previously disclosed on pages 24 and 151 of the proxy statement/prospectus under the caption “Litigation Related to the Transaction,” Uranerz, all of its directors, Energy Fuels, and Merger Sub were named as defendants in the following putative shareholder class action suits in the District Court of Clark County, Nevada and the District Court of Washoe County, Nevada: Barrett v. Uranerz Energy Corp., et al., No. A-15-711942-C (Clark Cnty.); Foreman v. Catchpole, et al., No. A-15-712125-C (Clark Cnty.); Travirca v. Uranerz Energy Corp., et al., No. A-15-712318-C (Clark Cnty.); Heims v. Uranerz Energy Corp., et al., No. A-15-712379 (Clark Cnty.); Bouch v. Uranerz Energy Corp, et al., No. A-15-712441-B (Clark Cnty.); Toderash v. Higgs, et al., No. A-15-712433-C (Clark Cnty.); Stern v. Uranerz Energy Corp., et al., No. A-15-712618-B (Clark Cnty.); Lang v. Higgs, et al., No. CV-15-00115 (Washoe Cnty.); Zimmer v. Uranerz Energy Corp., et al., No. A-15-712718-B (Clark Cnty.); Prewitt v. Uranerz Energy Corp., et al., No. A-15-713683 (Clark Cnty.). These suits generally allege claims for breach of fiduciary duty and related claims regarding the Transaction and seek, inter alia, prohibition and/or rescission of the Merger Agreement, and attorneys’ fees and costs. All of the cases in Clark County have been consolidated under the caption *In Re Uranerz Energy Corporation Shareholder Litigation*, Lead Case No. A-15-711942-B. A motion is pending to transfer the Washoe County case to Clark County, or stay the Washoe County case pending resolution of the consolidated case in Clark County.

On May 18, 2015, the lead plaintiffs in Clark County filed a consolidated amended complaint, asserting claims similar to those brought in the original complaints and adding claims relating to the disclosures included by Uranerz and Energy Fuels in the Form F-4 registration statement filed by Energy Fuels with the SEC on May 8, 2015.

On June 10, 2015, counsel for the parties in the above-described lawsuit (as consolidated) entered into the MOU, in which they agreed on the terms of a settlement of the consolidated action, including the dismissal with prejudice of the action and a release on behalf of individual plaintiffs and the class of shareholders alleged in the consolidated amended complaint of all claims made therein or that could have been made therein against all of the defendants. The proposed settlement is conditioned upon, among other things, the execution of an appropriate stipulation of settlement, consummation of the Transaction, and final approval of the proposed settlement by the Court. In addition, in connection with the settlement and as provided in the MOU, the parties contemplate that plaintiffs’ counsel will seek an award of attorneys’ fees and expenses as part of the settlement. There can be no assurance that the Transaction will be consummated, that the parties ultimately will enter into a stipulation of settlement, or that the Court will approve the settlement even if the parties enter into such stipulation. If the settlement conditions are not met, the proposed settlement as contemplated by the MOU would become void. The settlement will not affect the amount of the Transaction consideration that Uranerz stockholders are entitled to receive in the Transaction.

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The defendants deny all fault or liability and deny that they have committed any unlawful or wrongful act alleged in the consolidated action described above or otherwise in relation to the Transaction, and believe that no further disclosure is required to supplement the proxy statement/prospectus under any applicable laws. The defendants have agreed to the terms of the proposed settlement described above solely to avoid the substantial burden, expense, risk, inconvenience and distraction of continued litigation, including the risk of delaying or adversely affecting the Transaction.

#### **SUPPLEMENT TO THE DEFINITIVE PROXY STATEMENT/ PROSPECTUS**

Further to the execution of the MOU, Uranerz has agreed to make the additional disclosures set forth below which supplement the disclosures in the proxy statement/ prospectus. The disclosures appear below the appropriate section headings that correspond to the sections in the proxy statement/prospectus. These additional disclosures should be read in conjunction with the proxy statement/prospectus, which we urge you to read in its entirety. To the extent that the information provided below differs from or updates the information in the definitive proxy statement/ prospectus, the information contained herein supersedes the information contained in the definitive proxy statement/ prospectus. Page numbers used herein are with reference to the Form DEF 14A filed with the SEC on May 27, 2015 and available free of charge at the SEC's web site, [www.sec.gov](http://www.sec.gov). Defined terms used but not defined herein have the meanings set forth in the proxy statement/prospectus. Without admitting in any way that any of the disclosures below are material or required by the federal securities laws, state fiduciary law, or any other applicable rule, statute, regulation or law, Uranerz and Energy Fuels make the following additional disclosures:

**The sixth full paragraph on page 69 of the proxy statement/prospectus concerning the Background of the Transaction is replaced, in its entirety, with the following:**

On November 19, 2014, Energy Fuels provided a three year financial operations plan for the combined entity for consideration by Uranerz. On that same day, the Uranerz Controller provided the Special Committee with a valuation analysis and comparison of the Uranerz and Energy Fuels uranium sales contracts at different uranium pricing levels. The analysis, prepared by Uranerz based on Uranerz' analysis of Energy Fuels' contracts and without verification by Energy Fuels, computed the present values of the sales revenues to be derived from each of the Uranerz and Energy Fuels uranium supply contracts in 2015, 2016 and 2017 assuming the delivery of the total pounds of uranium to be delivered under each contract in each year. The revenues were calculated by applying the assumed uranium spot and term price for each scenario to the sales price formula under each contract. The present value of the sales revenues was then divided by the total pounds of uranium to be delivered under the sales contracts over the three year period to calculate a "net present value uranium sales price." Based on the spot and term pricing on November 11, 2014 of \$41.75/lb and \$45.00/lb, respectively, and assuming a discount rate of 8%, the analysis estimated that Energy Fuels had a net present value uranium sales price of \$47.57/lb under its uranium sales contracts and Uranerz had a net present value uranium sales price of \$53.63/lb under its uranium sales contracts. Based on a hypothetical spot and term pricing of \$60.00/lb and \$70.00/lb, respectively, and assuming a discount rate of 8%, the analysis estimated that Energy Fuels would have had a net present value uranium sales price of \$57.14/lb under its uranium sales contracts and Uranerz would have had a net present value uranium sales price of \$54.66/lb under its uranium sales contracts.

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**The following supplemental disclosure is added following the second stand-alone paragraph under the Net Asset Value Analysis subsection on page 90 of the proxy statement/prospectus in the Opinion of Euro Pacific Canada Inc. section:**

*Net Asset Value – Uranerz*

In calculating the project level discounted cash flows for Uranerz as referenced above and presented below, Euro Pacific used a discount rate of 11.37% derived from the following inputs and assumptions: (i) 15% debt proportion of capital and 85% equity proportion of capital; (ii) 3.45% after tax cost of debt; (iii) 2.43% risk free rate; (iv) 5.0% equity risk premium; (v) 1.261 levered beta; and (vi) 4.34% size premium (sourced from Ibbotson SBBI Valuation Yearbook 2012 (decile 10a)). The project level discounted cash flows used a projection period of 2015 through 2027, being the period of assumed mine life.

*Net Asset Value – Energy Fuels*

Pursuant to this and other approaches and under the various assumptions and limitations described, Euro Pacific estimated Energy Fuels' net asset value in three cases: a Management Base Case that assumed a U3O8 spot price of \$55/lb and a term price of \$60/lb; a Management Upside Case that assumed a U3O8 spot price of \$70/lb and a term price of \$75/lb; and a Management Downside Case that assumed a U3O8 spot price of \$40/lb and a term price of \$45/lb. In each case, these estimates were derived based on project level discounted cash flows and assumptions and calculations determined by Euro Pacific to be relevant to its fairness opinion.

In calculating the project level discounted cash flows for Energy Fuels as referenced above, Euro Pacific used a discount rate of 12.19% derived from the following inputs and assumptions: (i) 15% debt proportion of capital and 85% equity proportion of capital; (ii) 4.55% after tax cost of debt; (iii) 2.43% risk free rate; (iv) 5.0% equity risk premium; (v) 1.35 levered beta; and (vi) 4.34% size premium (sourced from Ibbotson SBBI Valuation Yearbook 2012 (decile 10a)). The project level discounted cash flows used a projection period based on life of mine for Energy Fuels.

*Net Asset Value Contribution – Combined Companies*

Euro Pacific performed a net asset value contribution analysis for the combined entity of Uranerz and Energy Fuels assuming no post acquisition synergies with the results detailed in the table below.

	<b>Management Downside Case</b>	<b>Management Base Case</b>	<b>Management Upside Case</b>
Uranerz	42.3%	39.1%	27.6%
Energy Fuels	57.7%	60.9%	72.4%
<b>Combined Companies</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>



**The following supplemental disclosure is added as a standalone paragraph following the first full paragraph on page 91 of the proxy statement/prospectus concerning the Target Price-to-Net Asset Value Multiple Analysis subsection in the Opinion of Euro Pacific Canada Inc. section:**

Euro Pacific also conducted an analysis of Energy Fuels by applying the average equity analyst Target Price-to-Net Asset Value multiples of Energy Fuels to Euro Pacific's estimated Net Asset Value of Energy Fuels, based on the assumptions discussed above. As in all other methods utilized by Euro Pacific, the downside, base and upside scenarios were considered, and ranges of implied share prices were calculated and considered.

**The Comparable Companies Analysis subsection on page 91 and 92 of the proxy statement/prospectus in the Opinion of Euro Pacific Canada Inc. section is replaced, in its entirety, with the following in order to add disclosure of the weighted average costs of capital ("WACC") used in the analysis:**

#### Comparable Companies Analysis

In order to assess how the public market values shares of publicly traded companies similar to Uranerz, Euro Pacific reviewed and compared certain financial information relating to Uranerz with selected companies, which, in the exercise of its professional judgment and based on its knowledge of the industry, Euro Pacific deemed relevant to Uranerz. Although none of the selected companies is identical to Uranerz, Euro Pacific selected these companies because they had publicly traded equity securities and were deemed to be similar to Uranerz in one or more respects including the nature of their business, size, financial performance, geographic concentration or listing jurisdiction. The selected comparable companies included:

- Uranium Energy Corp.
- Ur-Energy Inc.
- Uranium Resources, Inc.
- Peninsula Energy Limited

For each of the selected companies, Euro Pacific reviewed publicly available information in order to analyze the trading performance and analyst net asset value calculations of the comparable companies, applying a control premium of 30%. Various metrics were considered for each company where possible, including the market capitalizations, enterprise values, WACC, analyst price-to-NAV multiples and enterprise values per pound of uranium. A table summarizing some of the information considered by Euro Pacific is reproduced below.

#### Public Comparables

*In millions of CDN except per share data*

Company Name	Market Cap	Enterprise Value	WACC	Analyst P/NAV		EV/lb
				Avg.	Med	
Uranium Energy	\$185.9	\$202.8	7.57%	1.04x	1.03x	2.89x
UR-Energy	\$128.0	\$171.6	7.81%	1.07x	1.05x	4.74x
Uranium Resources	\$54.3	\$49.7	7.81%	NA	NA	1.19x
Peninsula Energy Limited	\$81.1	\$89.0	5.46%	0.76x	0.88x	1.66x

<b>Mean</b>	<b>112.34</b>	<b>128.28</b>	<b>7.16%</b>	<b>0.96x</b>	<b>0.98x</b>	<b>2.62x</b>
<b>Median</b>	<b>104.55</b>	<b>130.29</b>	<b>7.69%</b>	<b>1.04x</b>	<b>1.03x</b>	<b>2.27x</b>
Max	185.93	202.83	7.81%	1.07x	1.05x	4.74x
Min	54.32	49.70	5.46%	0.76x	0.88x	1.19x
<b>Uranerz Energy</b>	<b>\$120.8</b>	<b>\$133.0</b>	<b>11.37%</b>	<b>1.08x</b>	<b>1.03x</b>	<b>6.97x</b>

*\*For the purposes of the above table, Analyst P/NAV means the average 12-month share price targets of investment research analysts covering the comparable companies divided by the net asset value per share of such comparable companies as determined and published by the same investment research analysts, as at the date of the fairness opinion.*

*\*\* For the purposes of the above table, “EV/lb” means Enterprise Value of the comparable companies as at December 31, 2014 divided by the total pounds of uranium reserves and resources (inclusive of inferred resources) disclosed in the comparable companies’ respective NI 43-101 technical reports (except in the case of Peninsula Energy Limited, where such information was disclosed in a public report prepared pursuant to the Australasian Joint Ore Reserves Committee (JORC).Code).*

*Source: Company reports, Bloomberg, Capital IQ, 31 December 2014*

*\*\*\* Euro Pacific conducted certain regressions internally for Uranerz and Energy Fuels to calculate WACC and relied on Bloomberg’s WACC function for the comparable companies.*

No company utilized in the peer group comparison is identical to Uranerz. In evaluating the comparable companies, Euro Pacific made judgments and assumptions with regard to general business, economic, market and financial conditions and other matters, which are beyond the control of Uranerz, such as the impact of competition on the business of Uranerz or the industry generally, industry growth and the absence of any adverse material change in the financial condition of Uranerz or the industry or in the financial markets in general, which could affect the public trading value of the company. Mathematical analysis is not in itself a meaningful method of using comparable company data.

The comparable public companies analysis described above produced reference ranges of multiples that informed Euro Pacific in rendering its fairness opinion relating to the Transaction. Euro Pacific’s enterprise values per pound of uranium comparable company analysis estimated Uranerz price per share (CDN) to be CDN\$0.51 in the Management Base Case, CDN\$0.48 in the Management Downside Case and CDN\$1.14 in the Management Upside Case. These enterprise values on a U.S. dollar basis, based on the Bank of Canada noon exchange rate on January 2, 2015 of \$0.8527 per CDN\$1.00, were \$0.44 in the Management Base Case, \$0.41 in the Management Downside Case and \$0.97 in the Management Upside Case

### **Cautionary Statement Regarding Forward Looking Statements**

Statements in this Current Report on Form 8-K that are not historical facts are forward-looking statements that reflect management’s current expectations, assumptions and estimates of future performance and economic conditions. Such statements are made in reliance upon the safe harbor provisions of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 (the “**Safe Harbor Provisions**”). Uranerz uses words such as “anticipates,” “believes,” “plans,” “expects,” “projects,” “future,” “intends,” “may,” “will,” “should,” “could,” “estimates,” “predicts,” “potential,” “continue,” “guidance,” and similar expressions to identify these forward-looking statements that are intended to be covered by the Safe Harbor Provisions. Uranerz cautions investors that any forward-looking statements are subject to risks and uncertainties that may cause actual results and future trends to differ materially from those matters expressed in or implied by such forward-looking statements. Among the risks and uncertainties that could cause actual results to differ from those described in forward-looking statements are the following: the occurrence of any event, change or other circumstances that could give rise to the termination of the Merger Agreement; the possibility that Uranerz or Energy Fuels shareholders may not approve the Merger Agreement; the risk that the parties may not be able to obtain the necessary regulatory approvals or to satisfy any of the other conditions to the proposed transaction in a timely manner or at all; and the risk that financing for the proposed transaction may not be obtained on anticipated terms or at all.

Further information relating to factors that may impact Uranerz and Energy Fuels results and forward-looking statements are disclosed in their respective filings with the Securities and Exchange Commission (“SEC”). The forward-looking statements contained in this Current Report on Form 8-K are made as of the date of its filing, and Uranerz disclaims any intention or obligation, other than imposed by law, to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise. Investors are cautioned not to place undue reliance on these forward-looking statements.

#### **Additional Information and Where to Find It**

This Current Report on Form 8-K does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. This Current Report on Form 8-K may be deemed to be solicitation material in respect of the proposed transaction between Uranerz and Energy Fuels. In connection with the proposed transaction, Energy Fuels has filed with the SEC, and the SEC has declared effective, a Registration Statement on Form F-4 (Reg. No. 333-203996), as amended, containing a proxy statement/prospectus regarding the proposed Transaction. INVESTORS AND SHAREHOLDERS ARE ENCOURAGED TO READ THE REGISTRATION STATEMENT AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, INCLUDING THE DEFINITIVE PROXY STATEMENT/PROSPECTUS THAT IS PART OF THE REGISTRATION STATEMENT, BECAUSE THEY CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION. The definitive proxy statement/prospectus has been mailed to shareholders of Uranerz. Investors, and security holders may obtain the documents free of charge at the SEC’s web site, [www.sec.gov](http://www.sec.gov), from Uranerz at its web site, [www.uranerz.com](http://www.uranerz.com), or from Energy Fuels at its web site, [www.energyfuels.com](http://www.energyfuels.com).

#### **Participants In Solicitation**

Uranerz and Energy Fuels and their respective directors and executive officers, and other members of management and employees may be deemed to be participants in the solicitation of proxies in respect of the proposed transaction. Information concerning Uranerz and Energy Fuels respective directors and executive officers and other participants in the proxy solicitation, including a description of their interests, is included in the definitive proxy statement/prospectus contained in the above referenced Registration Statement on Form F-4 (Reg. No. 333-203996), as amended, and in Uranerz’ Form 10-K, for the year ended December 31, 2014 in respect of Uranerz and Energy Fuels’ Form 40-F, for the year ended December 31, 2014 in respect of Energy Fuels . You may obtain free copies of these documents as described in the preceding paragraph.

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**SIGNATURES**

In accordance with the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**URANERZ ENERGY CORPORATION****DATE: June 10, 2015**By: /s/ "Paul Goranson"**Paul Goranson****President and Chief Operating Officer**