

STEVENS GOLD NEVADA INC.
(the “Issuer”)

SPECIAL WARRANT SUBSCRIPTION AGREEMENT
(the “Agreement”)

For subscribers in B.C., Alberta and Ontario using the Offering Memorandum exemption.

Monetary references in this Agreement are to Canadian currency.

INSTRUCTIONS

Item

1. Complete **pages 2 and 3**, and date and sign **page 2** of this Agreement.
2. All Subscribers must complete two copies of **Appendix I Risk Acknowledgment**.
3. Alberta and Ontario Subscribers must complete **Schedules 1 and 2** of Appendix I *Risk Acknowledgment*.
4. **Subscription proceeds** must be paid to Stevens Gold Nevada Inc. by certified cheque, bank draft, money order or wire transfer. Certified cheque, bank draft, money order should be payable to “Owen Bird Law Corp In Trust” Wire must be sent using the Wire Instructions in Appendix II.

Please return the completed, dated and signed Agreement (including the appropriate completed, dated and signed appendices), together with payment of the subscription price or proof of same, to the following address:

Stevens Gold Nevada Inc.
c/o Bud MaLette
Email: bud@stevensgold.com

In connection with the Issuer's private placement of special warrants at a price of \$0.25 each, the undersigned (the "Subscriber") tenders to the Issuer this subscription offer which, upon acceptance by the Issuer, will constitute an agreement of the Subscriber to subscribe for, purchase and pay for and, on the part of the Issuer, to issue and sell to the Subscriber, the number of special warrants set out below on the terms and subject to the conditions set out in this Agreement.

Number of Special Warrants:	_____
Total Purchase Price at \$0.25 per Special Warrant:	\$ _____

Monetary references in this Agreement are to Canadian currency. The subscription price must be paid to the Issuer by certified cheque, bank draft, money order or wire transfer.

DATED the _____ day of _____, 20 ____

 Name of Subscriber - include first and second given names in the case of an individual – please print

 Subscriber's Address (residential address in the case of an individual)

by: _____
 (Official Capacity or Title - please print)

 Subscriber's Phone Number

X _____
 Signature of Subscriber/Authorized Signatory

 Subscriber's Fax Number

 (Please print name of individual whose signature appears above if different than the name of the Subscriber printed above).

 Subscriber's Email Address

PLEASE COMPLETE THE FOLLOWING IF REGISTRATION AND DELIVERY INSTRUCTIONS ARE DIFFERENT THAN ABOVE:

Registration Instructions:

Delivery Address (if different than shown under registration instructions or Subscriber's address):

 Name and, if applicable, account reference

 Name

 Address

 Contact Person

 Address

 Telephone Number

 Contact Telephone Number

 Fax Number

Insider Status

The Subscriber is either [check appropriate box]:

<input type="checkbox"/>
<input type="checkbox"/>

an “insider” of the Issuer as defined in the *Securities Act* (British Columbia) (see below); or
not an “insider” of the Issuer as defined in the *Securities Act* (British Columbia).

Note:

The definition of “insider” includes a person that has:

- (i) beneficial ownership of, or control or direction over, directly or indirectly; or
- (ii) a combination of beneficial ownership of, and control or direction over, directly or indirectly, securities of an issuer carrying more than 10% of the voting rights attached to all the issuer's outstanding voting securities.

Registrant Status

The Subscriber is either [check appropriate box]:

<input type="checkbox"/>
<input type="checkbox"/>

registered or required to be registered pursuant to National Instrument 31-103 - *Registration Requirements, Exemptions and Ongoing Registrant Obligations*; or
not registered or required to be registered pursuant to National Instrument 31-103 - *Registration Requirements, Exemptions and Ongoing Registrant Obligations*.

This subscription is accepted by the Issuer as of the _____ day of _____, 20____

STEVENS GOLD NEVADA INC.

by its authorized signatory:

NOTE: The information collected herein will be used by the Issuer in determining whether the Subscriber meets the requirements of the applicable prospectus exemptions, for making certain filings with applicable regulatory authorities and for meeting the Issuer’s obligations under securities legislation with respect to the mailing of continuous disclosure materials to the Subscriber. Reference should be made to Section 9 of this Agreement.

1. INTERPRETATION

1.1. In this Agreement:

“1933 Act” means the United States *Securities Act of 1933*, as amended;

“Accredited Investor” has the meaning ascribed to that term in NI 45-106;

“Acts” means, collectively, the securities legislation, together with the regulations and rules made thereunder, and all policy statements, multilateral or national instruments, blanket orders, notices, directions and rulings issued or adopted by a Commission (all as amended) of each province of Canada in which Special Warrants are sold;

“Automatic Conversion” has the meaning ascribed to that term in Section 2.5;

“Closing” means the closing of the purchase and sale of Special Warrants pursuant to this Agreement;

“Closing Date” has the meaning given in Section 7.1;

“Commissions” means the provincial securities commission or other regulatory authority in each province of Canada in which Special Warrants are sold;

“Common Share Reorganization” means the event of the Issuer issuing Shares or securities exchangeable for or convertible into Shares to holders of all or substantially all of its then outstanding Shares by way of stock dividend or other distribution (other than as a distribution of Shares upon exercise of Special Warrants or pursuant to the exercise of directors, officers or employee stock options granted under stock option plans of the Company), or subdivide, redivide or change its outstanding Common Shares into a greater number of Shares, or consolidate, reduce or combine its outstanding Shares into a lesser number of Common Shares;

“Exchange” means the stock exchange or stock quotation or other trading system, if any, on which the Shares become listed for trading;

“International Jurisdiction” means, if applicable, the jurisdiction outside of Canada in which the Subscriber resides;

“Issuer” means Stevens Gold Nevada Inc.;

“NI 45-106” means National Instrument 45-106 *Prospectus Exemptions*;

“Parties” means the Subscriber and the Issuer, and “Party” means either the Subscriber or the Issuer, as the context requires;

“Regulation D” means Regulation D promulgated under the 1933 Act;

“Regulation S” means Regulation S promulgated under the 1933 Act;

“Regulatory Authorities” means, collectively, the Commissions, any Exchange and the applicable securities regulatory authorities in other jurisdictions;

“Securities” means the Special Warrants and the Shares underlying the Special Warrants;

“Shares” means the common shares in the capital of the Issuer;

“Special Warrants” means special warrants in the capital of the Issuer;

“Subscriber” has the meaning ascribed to it on the second page of this Agreement;

“Subscription Proceeds” means the gross proceeds deemed to have been paid by the Subscriber for the Special Warrants purchased hereunder;

“United States” has that meaning ascribed to it in Regulation S and, without restricting the foregoing generally means the United States of America, its territories and possessions and the District of Columbia; and,

“U.S. Person” has the meaning ascribed to it in Regulation S.

- 1.2. Time is of the essence of this Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (British Columbia).
- 1.3. This Agreement is to be read with all changes in gender or number as required by the context.
- 1.4. The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement. References in this Agreement to “Section” and “Appendix” refer to parts of this Agreement unless otherwise explicitly stated.
- 1.5. Unless otherwise indicated, all monetary references in this Agreement are to Canadian currency.
- 1.6. This Agreement shall be governed by, subject to and interpreted in accordance with the laws of British Columbia and the federal laws of Canada applicable therein, without giving effect to the conflicts of laws principles thereof and without reference to the laws of any other jurisdiction. The courts of British Columbia shall have exclusive jurisdiction over any dispute arising in connection with this Agreement.

2. THE SUBSCRIPTION

- 2.1 The Special Warrants will be issued and registered in the name shown at the beginning of this Agreement under “Registration Instructions”, or if that name has not been completed, then in the Subscriber’s name.
- 2.2 The Subscriber acknowledges that the Special Warrants subscribed for hereunder form part of a larger sale of Special Warrants by the Issuer.
- 2.3 The Subscriber acknowledges that the Special Warrants are **non-transferable**.
- 2.4 Each Special Warrant entitles the holder to acquire, without payment of any consideration in addition to that paid for the Special Warrant, one (1) common share in the capital of the Issuer (a “Share”).
- 2.5 The Special Warrants will automatically convert into Common Shares and will be deemed to have been exercised without any further action or payment on the part of the Holder on the earlier of:
 - (a) the first (1st) business day following the day on which a receipt for a (final) prospectus has been issued to the Issuer by or on behalf of the securities regulatory authorities in a province of Canada or such other jurisdiction(s) as may be determined by the Issuer; or,
 - (b) the 240th day following the date of issuance of the Special Warrants.

(the “Automatic Conversion”)

The issuance of the Special Warrants shall not restrict or prevent the Issuer from obtaining any other financing or from issuing additional securities or rights prior to or following the Automatic Conversion of the Special Warrants.

- 2.6 Following the Automatic Conversion of the Special Warrants, the Issuer will deliver certificates representing the underlying Shares to its legal counsel to hold in the Issuer's corporate records book. Alternatively, in the event that the Issuer becomes listed on a stock exchange, the registrar and transfer agent of the Issuer, will issue to the Holder a freely-trading "public company" common share certificate representing the number of Shares held by the Subscriber following the exercise or automatic conversion of the Special Warrants.
- 2.7 The written acknowledgment of Special Warrant to be delivered to the Subscriber following the Closing is for information only and will be not negotiable and non-transferable. The Issuer will not issue warrant certificates upon the issuance of the Special Warrants. The Special Warrants are being issued in the capital of the Issuer as uncertificated, book entry only, special warrants.

3. NON-REPORTING ISSUER

- 3.1 The Subscriber acknowledges that the Issuer is not a reporting issuer in any jurisdiction. Therefore, the Subscriber's investment in the Issuer involves a high degree of risk.

4. REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS OF THE SUBSCRIBER

- 4.1 The Subscriber acknowledges, represents, warrants and covenants to and with the Issuer as at the date given above and at the Closing that:
- (a) the Subscriber agrees to:
 - (i) complete, sign and deliver to the Issuer the Issuer's exemption certificate attached hereto as Appendix I and, if an Ontario or Alberta Subscriber, Schedules 1 and 2 of Appendix 1.
 - (b) the Subscriber acknowledges that:
 - (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities;
 - (ii) there is no government or other insurance covering the Securities;
 - (iii) there are risks associated with the purchase of the Securities;
 - (iv) there are restrictions on the Subscriber's ability to resell the Securities and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Securities; and
 - (v) the Issuer has advised the Subscriber that the Issuer is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell securities through a person registered to sell securities under the Acts and, as a consequence of acquiring Securities pursuant to this exemption, certain protections, rights and remedies provided by the Acts, including statutory rights of rescission or damages, will not be available to the Subscriber;
 - (c) no prospectus has been filed by the Issuer with any of the Commissions in connection with the issuance of the Securities, such issuance is exempted from the prospectus requirements of the Acts and that:
 - (i) the Subscriber is restricted from using most of the civil remedies available under the Acts;

- (ii) the Subscriber may not receive information that would otherwise be required to be provided to it under the Acts; and
- (iii) the Issuer is relieved from certain obligations that would otherwise apply under the Acts;
- (d) the Subscriber is resident in the jurisdiction set out under “subscriber’s address” on the second page of this Agreement;
- (e) the Subscriber is purchasing the Securities as principal for its own account and not for the benefit of any other person or is deemed under the Acts to be purchasing the Securities as principal, and in either case is purchasing the Securities for investment only and not with a view to the resale or distribution of all or any of the Securities subscribed for hereunder;
- (f) if the Subscriber is resident outside of Canada and the United States, the Subscriber:
 - (i) is knowledgeable of, or has been (or understands that it should be) independently advised as to the applicable securities laws of the International Jurisdiction;
 - (ii) is purchasing the Securities pursuant to exemptions from the prospectus and registration requirements under the applicable securities laws of the International Jurisdiction or, if such is not applicable, the Subscriber is permitted to purchase the Securities under the applicable securities laws of the International Jurisdiction without the need to rely on any exemption; and
 - (iii) the applicable securities laws of the International Jurisdiction do not require the Issuer to make any filings or seek any approvals of any nature whatsoever from any Regulatory Authority in the International Jurisdiction in connection with the issue and sale or resale of the Securities subscribed for hereunder;
- (g) no person has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or repurchase any of the Securities;
 - (ii) that any person will refund the purchase price of any of the Securities;
 - (iii) as to the future price or value of any of the Securities; or
 - (iv) that any of the Securities will be listed and posted for trading on a stock exchange or that application has been made to list and post any of the Securities for trading on a stock exchange;
- (h) the Subscriber acknowledges that the Securities have not been registered under the 1933 Act or the securities laws of any state of the United States, that the Securities may not be offered or sold, directly or indirectly, in the United States except pursuant to registration under the 1933 Act and the securities laws of all applicable states or available exemptions therefrom, and that the Issuer has no obligation or present intention of filing a registration statement under the 1933 Act in respect of any of the Securities;
- (i) the Subscriber acknowledges that as a Special Warrant holder and until the Automatic Conversion, he/she is not a shareholder of the Issuer. The Special Warrants do confer upon a Special Warrant holder any right or interest whatsoever as a Shareholder of the Company, including, but not limited to, the right to vote at, to receive notice of, or to attend, meetings of shareholders or any other proceedings of the Company, nor entitle the holder to any right or interest in respect thereof except as herein expressly provided;
- (j) the Subscriber is not a U.S. Person;

- (k) the Subscriber acknowledges and agrees that the offer to purchase Special Warrants was not made to the Subscriber when the Subscriber was in the United States, and at the time the Subscriber's subscription for Special Warrants was executed and delivered to the Issuer, the Subscriber was not a U.S. Person and was outside the United States and that:
 - (i) the Subscriber is not and will not be purchasing the Securities for the account or benefit of any U.S. Person or person in the United States;
 - (ii) the current structure of this transaction and all transactions and activities contemplated hereunder is not a scheme to avoid the registration requirements of the 1933 Act; and
 - (iii) the Subscriber has no intention to distribute either directly or indirectly any of the Securities in the United States, except in compliance with the 1933 Act;
- (l) the offer made by this subscription is irrevocable and requires acceptance by the Issuer which will be conditional upon the sale of Special Warrants to the Subscriber being exempt from the prospectus and registration requirements under applicable relevant securities legislation;
- (m) the Issuer will have the right to accept this subscription offer in whole or in part and the acceptance of this subscription offer will be conditional upon the sale of Special Warrants to the Subscriber being exempt from the prospectus and registration requirements under applicable relevant securities legislation; if less than all of the subscription offer is accepted, the rejected portion of the Subscription Proceeds will be returned, without interest or deduction;
- (n) the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if an individual is of full age of majority, and if the Subscriber is a corporation it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and all necessary approvals by its directors, shareholders and others have been given to authorize the execution of this Agreement on behalf of the Subscriber;
- (o) the entering into of this Agreement and the transactions contemplated hereby will not result in the violation of any of the terms and provisions of the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which it is or may be bound or, to the Subscriber's knowledge, any law applicable to the Subscriber;
- (p) this Agreement has been duly executed and delivered by the Subscriber and constitutes a legal, valid and binding obligation of the Subscriber enforceable against the Subscriber, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and the fact that specific performance is an equitable remedy available in the discretion of a court;
- (q) the Subscriber has been advised to consult its own legal advisors in connection with the execution, delivery and performance by it of this Agreement and the completion of the transactions contemplated hereby;
- (r) the Subscriber has been advised to consult its own financial advisors and obtain income tax advice with respect to this subscription;
- (s) the Subscriber is able to bear the economic risk of the potential loss of its investment hereunder;
- (t) if required by applicable securities legislation, policy or order or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Issuer in filing, such reports, undertakings and other documents with respect to the issue of the Shares as may be required;

- (u) the Subscriber has been provided with an offering memorandum in connection with the sale of the Special Warrants hereunder but no other document purporting to describe the business and affairs of the Issuer which has been prepared for review by prospective purchasers to assist in making an investment decision in respect of the Special Warrants, and the Subscriber's decision to subscribe for the Special Warrants was not based upon, and the Subscriber has not relied upon, any oral or written representations as to facts made by or on behalf of the Issuer other than those expressly made by the Issuer in this Agreement and the Offering Memorandum. The Subscriber's decision to enter into this Subscription Agreement and to purchase the Special Warrants from the Issuer is based entirely on publicly available information concerning the Issuer, the Offering Memorandum and this Subscription Agreement, the Subscriber has had access to such additional information, if any, concerning the Issuer as it has considered necessary in connection with its investment decision to acquire the Special Warrants; and,
- (v) the Subscription Proceeds will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* (the "PCMLTFA") and each of the Subscriber acknowledges that the Issuer may in the future be required by law to disclose the name of the Subscriber and other information relating to this Agreement and the subscription of the Subscriber hereunder, on a confidential basis, pursuant to the PCMLTFA. To the Subscriber's knowledge (i) none of the Subscription Proceeds to be provided by the Subscriber (A) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States, or any other jurisdiction, or (B) are being tendered on behalf of a person or entity who has not been identified to the Subscriber and (ii) it shall promptly notify the Issuer if the Subscriber discovers that any of such representations ceases to be true, and provide the Issuer with appropriate information in connection therewith.

4.2 The Subscriber covenants that the Subscriber's representations, warranties, covenants and acknowledgements made in this Agreement will be true and correct both as of the execution of this subscription and as of the Closing Date. The foregoing representations, warranties, covenants and acknowledgements will survive the Closing and are made by the Subscriber with the intent that they be relied upon by the Issuer in determining its suitability as a purchaser of the Special Warrants, and the Subscriber agrees and covenants to indemnify the Issuer and its directors, officers, employees, agents, advisers and shareholders from and against all losses, claims, costs, expenses and damages or liabilities which they may suffer or incur as a result of reliance thereon. The Subscriber undertakes to notify the Issuer immediately of any change in any representation, warranty or other information relating to the Subscriber set forth herein which takes place prior to the Closing.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ISSUER

5.1 The Issuer represents, warrants and covenants that, as of the date given above and at the Closing:

- (a) the Issuer is a valid and subsisting corporation in good standing under the laws of British Columbia and its Shares are not listed or trading on the Exchange or any other stock exchange or quotation system;
- (b) the Issuer is duly registered and licensed to carry on business in the jurisdictions in which it carries on business or owns property where required under the laws of that jurisdiction;
- (c) the Special Warrants will be duly and validly issued as fully paid and non-assessable upon their issuance following the Issuer's receipt of full payment for the Shares being purchased;
- (d) the Shares underlying the Special Warrants will be duly and validly issued as fully paid and non-assessable upon their issuance following the Automatic Conversion of the Special Warrants into Shares in accordance with the terms and conditions of this Agreement;
- (e) the Issuer has complied and will comply fully with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, the

Acts in relation to the issue and trading of its securities and in all matters relating to the Special Warrants;

- (f) the sale of the Special Warrants by the Issuer does not and will not conflict with, and does not and will not result in a breach of, any of the terms of the Issuer's incorporating documents or any agreement or instrument to which the Issuer is a party or by which it is bound;
- (g) the Issuer is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and to the best of the Issuer's knowledge no such actions, suits or proceedings are contemplated or have been threatened;
- (h) no order ceasing or suspending trading in securities of the Issuer nor prohibiting the sale of the Special Warrants has been issued and remains outstanding against the Issuer or its directors, officers or promoters or against any other companies that have common directors, officers or promoters and no investigations or proceedings for such purposes are pending or threatened;
- (i) the Issuer will within the required time, file with any applicable securities agency, any documents, reports and information, in the required form, required to be filed by applicable securities laws in connection with this offering, together with any applicable filing fees and other materials; and
- (j) this Agreement has been duly authorized by all necessary corporate action on the Issuer's part, and the Issuer has full corporate power and authority to issue the Securities pursuant to the terms and conditions of this Agreement.

5.2 If the Subscriber, who acquires Shares on the deemed exercise of the Special Warrants purchased by it, is or becomes entitled under the applicable Securities Law to the remedy of rescission because of the prospectus filed by the Issuer to qualify the distribution of the Shares upon conversion of the Special Warrants or any amendment thereto containing a misrepresentation, the Issuer agrees that the Subscriber will be entitled to rescission not only of the Subscriber's exercise of such Special Warrants, but also of its subscription hereunder, and will be entitled in connection with such rescission to a full refund from the Issuer of all consideration paid to the Issuer on acquisition of such Special Warrants. The Issuer also agrees that if the holder of the Special Warrants is a permitted assignee, the holder is entitled to exercise the rights of rescission and refund as if the holder was the original subscriber. The foregoing is in addition to any other right or remedy available to the Subscriber under the Securities Law or otherwise at law.

6. ADJUSTMENT OF NUMBER OF SPECIAL WARRANTS

6.1 The number of Shares into which the Special Warrants will convert will be subject to adjustment from time to time in the events and in the manner provided as follows:

- (a) **Common Share Reorganization.** If prior to the Automatic Conversion the Company does any of the following:
 - (i) In the event of a Common Share Reorganization, the number of Shares issuable pursuant to the Automatic will be adjusted to give the Special Warrant Holder the same number of Special Warrants as it would have had Shares if the Automatic Conversion had been completed prior to the Common Share Reorganization.

7. CLOSING

7.1 The Closing will take place on a date determined by the Issuer (the "Closing Date").

7.2 Prior to the Closing, the Subscriber will deliver to the Issuer this Agreement (including all applicable appendices hereto), duly completed and executed.

7.3 At Closing, the Issuer will deliver a certificate representing the Special Warrants purchased hereunder to its legal counsel to hold in the Issuer's corporate records book.

8. RESALE RESTRICTIONS

8.1 The Subscriber understands and acknowledges that the Special Warrants are **non-transferable**.

8.2 The Subscriber understands and acknowledges that the Shares underlying the Special Warrants will be subject to certain resale restrictions under the Acts, the terms of which may be endorsed on the certificates representing the securities, and the Subscriber agrees to comply with such resale restrictions. Without limiting the generality of the foregoing, the Subscriber acknowledges that the Securities will be subject to an indefinite hold period in Canada. The Subscriber also acknowledges that it has been advised to consult its own independent legal advisor with respect to the applicable resale restrictions and the Subscriber is solely responsible for complying with such restrictions.

9. USE OF PERSONAL INFORMATION

9.1 The Subscriber acknowledges and consents to: (i) the disclosure by the Subscriber and the Issuer of Personal Information (hereinafter defined) concerning the Subscriber to the Regulatory Authorities; and (ii) the collection, use and disclosure of Personal Information by the Regulatory Authorities for the following purposes (or as otherwise identified by the Regulatory Authorities, from time to time):

- (a) to conduct background checks;
- (b) to verify the Personal Information that has been provided about the Subscriber;
- (c) to consider the suitability of the Subscriber as a holder of securities of the Issuer;
- (d) to consider the eligibility of the Issuer to become listed on the Exchange;
- (e) to provide disclosure to market participants as to the security holdings of the Issuer's shareholders, and their involvement with any other reporting issuers, issuers subject to a cease trade order or bankruptcy, and information respecting penalties, sanctions or personal bankruptcies, and possible conflicts of interest with the Issuer;
- (f) to detect and prevent fraud;
- (g) to conduct enforcement proceedings; and
- (h) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of an Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

9.2 The Subscriber also acknowledges that: (i) Exchanges also collect additional Personal Information from other sources, including securities regulatory authorities in Canada or elsewhere, investigative law enforcement or self-regulatory organizations, and regulations service providers to ensure that the purposes set forth above can be accomplished; (ii) the Personal Information an Exchange collects may also be disclosed to the agencies and organizations referred to above or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; (iii) the Personal Information may be disclosed on that Exchange's website or through printed materials published by or pursuant to the direction of that Exchange; and (iv) an Exchange may from time to time use third parties to process information and provide other administrative services, and may share the information with such providers.

- 9.3 Herein, "Personal Information" means any information about the Subscriber required to be disclosed to the Regulatory Authorities, whether pursuant to a Regulatory Authority's form or a request made by a Regulatory Authority.
- 9.4 The Subscriber acknowledges and consents to: (i) the fact that the Issuer is collecting its personal information for the purpose of completing this Agreement; (ii) the Issuer retaining such personal information for as long as permitted or required by law or business practices; (iii) the fact that the Issuer may be required by securities laws, the rules and policies of an Exchange or the rules of the Investment Industry Regulatory Organization of Canada to provide Regulatory Authorities with any personal information provided by the Subscriber in this Agreement.
- 9.5 If resident in a jurisdiction of Canada, the Subscriber acknowledges that the Subscriber:
- (a) has been notified by the Issuer:
 - (i) that delivery is required to be made to the Regulatory Authorities of certain Personal Information including, without limitation, the Subscriber's name and address, telephone number, e-mail address, the number of Securities purchased, the total purchase price of such securities and the prospectus and registration exemption relied upon by the Issuer;
 - (ii) that the Personal Information is being collected indirectly by the Regulatory Authorities under the authority granted to it in securities legislation and is being collected by the Regulatory Authorities for the purposes of the administration and enforcement of the securities legislation of the local jurisdiction;
 - (iii) of the title, business address and business telephone number of the public official in the local jurisdiction who can answer questions about the Regulatory Authorities' indirect collection of the information is set out in Appendix I attached hereto; and
 - (b) authorizes the indirect collection of the information by the Regulatory Authorities.

10. POWER OF ATTORNEY

- 10.1 The Subscriber hereby irrevocably appoints each of the persons holding, from time to time, the offices of president, chief executive officer, chief financial officer and corporate secretary of the Issuer as attorney in fact for the Subscriber and authorizes either of such persons as such to make and sign on the Subscriber's behalf and to deliver:
- (a) any and all agreements, documents, resolutions, waivers, consents and declarations which such attorney sees fit in his discretion to give on behalf of the Subscriber as a security holder of the Issuer, including with respect to (i) all matters pertaining to future share or special warrant issuances; (ii) amendments of the Issuer's constating documents; (iii) listing of the Issuer's Shares on a stock exchange; and (iv) effecting the sale of the Subscriber's Securities to a reporting issuer on an Exchange, execution and delivery of the Subscriber's Securities upon closing of the sale thereof, execution of resolutions approving or ratifying the transfer of the Subscriber's Securities, and receipt of consideration therefor, on such terms and subject to such conditions as such attorney shall in his discretion deem fit or advisable; and
 - (b) all shareholders' resolutions as may be deemed desirable by the Issuer's board of directors to provide for any changes in the Issuer's constating documents necessary to enable the Issuer to offer its securities to the public.
- 10.2 The appointment made in Section 10.1 shall remain effective until such time as the Issuer have its Shares or other securities listed for trading on an Exchange in Canada. The Subscriber acknowledges that the ability of the Issuer to have the Shares or other securities listed for trading on an Exchange is dependent on factors

beyond the Issuer's control and no representation is made that the Issuer will ever have its common shares or other securities listed for trading on an Exchange.

11. MISCELLANEOUS

- 11.1 The Subscriber authorizes the Issuer to correct any errors in, or complete any minor information missing from this Agreement (including the appendices) which have been executed by the Subscriber and delivered to the Issuer.
- 11.2 This Agreement, which includes any interest granted or right arising under this Agreement, may not be assigned or transferred, except as expressly contemplated herein.
- 11.3 Except as expressly provided in this Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Agreement contains the entire agreement between the Parties with respect to the Shares and there are no other terms, conditions, representations or warranties whether expressed, implied, oral or written, by statute, by common law, by the Issuer, or by anyone else.
- 11.4 The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision thereof.
- 11.5 The Parties may amend this Agreement only in writing, subject to Section 11.1.
- 11.6 This Agreement will enure to the benefit of and is binding upon the Parties and, as the case may be, their respective heirs, executors, administrators, successors and permitted assigns.
- 11.7 A Party will give all notices or other written communications to the other Party concerning this Agreement in person, including by courier, or by registered mail addressed to such other Party's respective address which is noted on the first or second page of this Agreement, or to such other address of which a Party gives notice.
- 11.8 The Parties confirm their express wish that this Agreement and all documents and agreements directly and indirectly relating thereto be drawn up in the English language. Les parties reconnaissent leur volonté expresse que la présente ainsi que tous les documents et contrats s'y rattachant directement ou indirectement soient rédigés en anglais.
- 11.9 This Agreement may be executed in counterparts and delivered by e-mail or by fax, each of which when delivered will be deemed to be an original and both of which together will constitute one and the same document. If less than a complete copy of this Agreement is delivered by the Subscriber to the Issuer (other than the execution pages and appendices required to be completed and executed by the Subscriber), the Issuer and its advisers are entitled to assume, and the Subscriber shall be deemed to have represented and warranted to the Issuer, that the Subscriber accepts and agrees to all of the terms and conditions of this Agreement that are not delivered, without any alteration.

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**Appendix I
FORM 45-106F4**

WARNING

Risk Acknowledgement

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- The person selling me these securities is not registered with a securities regulatory authority or regulator and has no duty to tell me whether this investment is suitable for me.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- I could lose all the money I invest.

I am investing \$ _____ [total consideration] in total; this includes any amount I am obliged to pay in future. Stevens Gold Nevada Inc. will pay \$ _____ [amount of fee or commission] of this to _____ [name of person selling the securities] as a fee or commission.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

Date

Signature of Purchaser

Print name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

You have 2 business days to cancel your purchase

To do so, send a notice to **STEVENS GOLD NEVADA INC.** stating that you want to cancel your purchase. You must send the notice before midnight on the 2nd business day after you sign the agreement to purchase the securities. You can send the notice by fax or email or deliver it in person to [name of issuer] at its business address. Keep a copy of the notice for your records.

Issuer Name and Address: **STEVENS GOLD NEVADA INC.**, #350 - 1650 West 2nd Avenue, Vancouver, B.C. V6J 4R3

Fax: n/a

E-mail: bud@stevensgold.com

You are buying Exempt Market Securities

They are called *exempt market securities* because two parts of securities law do not apply to them. If an issuer wants to sell *exempt market securities* to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

There are restrictions on your ability to resell *exempt market securities*. *Exempt market securities* are more risky than other securities.

You will receive an offering memorandum Read the offering memorandum carefully because it has important information about the issuer and its securities. Keep the offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

You will not receive advice

You will not get professional advice about whether the investment is suitable for you. But you can still seek that advice from a registered adviser or registered dealer. In Manitoba, Northwest Territories, Nunavut, Prince Edward Island and Yukon to qualify as an eligible investor, you may be required to obtain that advice.

The securities you are buying are not listed The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell these securities.

The issuer of your securities is a non-reporting

A *non-reporting issuer* does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer.

For more information on the exempt market, call your local securities regulatory authority or regulator.

<p>Alberta Securities Commission Telephone: (403) 297-6454 Toll free in Canada: 1-877-355-0585 Facsimile: (403) 297-2082 Website: www.albertasecurities.com</p>	<p>Ontario Securities Commission Telephone: (416) 593- 8314 Toll free in Canada: 1-877-785-1555 Facsimile: (416) 593-8122 Email: exemptmarketfilings@osc.gov.on.ca Website: www.osc.gov.ca</p>
<p>British Columbia Securities Commission Website: www.bcsc.bc.ca Inquiries: (604) 899-6854 Toll free in Canada: 1-800-373-6393 Facsimile: (604) 899-6581 Email: inquiries@bcsc.bc.ca Website: www.bcsc.bc.ca</p>	

Instruction: The purchaser must sign 2 copies of this form. The purchaser and the issuer must each receive a signed copy.

Schedule 1
Classification of Investors under the Offering Memorandum Exemption

Instructions: This schedule must be completed together with the Risk Acknowledgement Form and Schedule 2 by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 *Prospectus Exemptions* (NI 45-106) in **Alberta**, New Brunswick, Nova Scotia, **Ontario**, Québec and Saskatchewan.

How you qualify to buy securities under the offering memorandum exemption
Initial the statement under A, B, C or D containing the criteria that applies to you. (You may initial more than one statement.) If you initial a statement under B or C, you are not required to complete A.

A. You are an eligible investor because:		Your initials
Eligible Investor	Your net income before taxes was more than \$75,000 in each of the 2 most recent calendar years, and you expect it to be more than \$75,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	
	Your net income before taxes combined with your spouse's was more than \$125,000 in each of the 2 most recent calendar years, and you expect your combined net income to be more than \$125,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	
	Either alone or with your spouse, you have net assets worth more than \$400,000. (Your net assets are your total assets, including real estate, minus your total debt including any mortgage on your property.)	

B. You are an eligible investor, as a person described in section 2.3 [<i>Accredited investor</i>] of NI 45-106 or, as applicable in Ontario, subsection 73.3 of the <i>Securities Act</i> (Ontario), because:		Your initials
Accredited Investor	Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	

	Your net income before taxes combined with your spouse’s was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
	Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
	Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

	C. You are an eligible investor, as a person described in section 2.5 [Family, friends and business associates] of NI 45-106, because:	Your initials
Family, Friends and Business Associates	<p>You are:</p> <p style="margin-left: 20px;">1) <i>[check all applicable boxes]</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> a director of the issuer or an affiliate of the issuer <input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer <input type="checkbox"/> a control person of the issuer or an affiliate of the issuer <input type="checkbox"/> a founder of the issuer <p style="margin-left: 20px;">OR</p> <p style="margin-left: 20px;">2) <i>[check all applicable boxes]</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above <input type="checkbox"/> a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above 	
	<p>You are a family member of _____</p> <p><i>[Instruction: Insert the name of the person who is your relative either directly or through his or her spouse], who holds the following position at the issuer or an affiliate of the issuer: _____.</i></p> <p>You are the _____ of that person or that person’s spouse. <i>[Instruction: To qualify for this investment, you must be (a) the spouse of the person listed above or (b) the parent, grandparent, brother, sister, child or grandchild of that person or that person’s spouse.]</i></p>	

	You are a close personal friend of _____ <i>[Instruction: Insert the name of your close personal friend]</i> , who holds the following position at the issuer or an affiliate of the issuer: _____. You have known that person for _____ years.	
	You are a close business associate of _____ <i>[Instruction: Insert the name of your close business associate]</i> , who holds the following position at the issuer or an affiliate of the issuer: _____. You have known that person for _____ years.	

D. You are not an eligible investor.		Your initials
Not an Eligible Investor	You acknowledge that you are not an eligible investor.	

Schedule 2

Investment Limits for Investors Under the Offering Memorandum Exemption

Instructions: This schedule must be completed together with the Risk Acknowledgement Form and Schedule 1 by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 *Prospectus Exemptions* (NI 45-106) in **Alberta**, New Brunswick, Nova Scotia, **Ontario**, Québec and Saskatchewan.

SECTION 1 TO BE COMPLETED BY THE PURCHASER
1. Investment limits you are subject to when purchasing securities under the offering memorandum exemption
You may be subject to annual investment limits that apply to all securities acquired under the offering memorandum exemption in a 12 month period, depending on the criteria under which you qualify as identified in Schedule 1. Initial the statement that applies to you.

A. You are an eligible investor.		Your initials
Eligible Investor	<p>As an eligible investor that is an individual, you cannot invest more than \$30,000 in all offering memorandum exemption investments made in the previous 12 months, unless you have received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule, that your investment is suitable.</p> <p>Initial one of the following statements:</p>	
	<p>You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit of \$30,000 in all offering memorandum exemption investments made in the previous 12 months.</p>	
	<p>You confirm that you received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule that the following investment is suitable.</p> <p>You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit in all offering memorandum exemption investments made in the previous 12 months of \$100,000.</p>	

B. You are an eligible investor, as a person described in section 2.3 [<i>Accredited investor</i>] of NI 45-106 or, as applicable in Ontario, subsection 73.3 of the <i>Securities Act</i> (Ontario).		Your initials
Accredited Investor	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.3 [<i>Accredited investor</i>], you are not subject to investment limits.	

C. You are an eligible investor, as a person described in section 2.5 [<i>Family, friends and business associates</i>] of NI 45-106.		Your initials
Family, Friends and Business Associates	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.5 [<i>Family, friends and business associates</i>], you are not subject to investment limits.	

D. You are not an eligible investor.		Your initials
Not an Eligible Investor	<p>You acknowledge that you cannot invest more than \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p> <p>You confirm that, after taking into account your investment of \$ _____ today in this issuer, you have not exceeded your investment limit of \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p>	

SECTION 2 TO BE COMPLETED BY THE REGISTRANT	
2. Registrant information	
<i>[Instruction: this section must only be completed if an investor has received advice from a portfolio manager, investment dealer or exempt market dealer concerning his or her investment.]</i>	
First and last name of registrant (please print):	
Registered as: <i>[Instruction: indicate whether registered as a dealing representative or advising representative]</i>	
Telephone:	Email:
Name of firm: <i>[Instruction: indicate whether registered as an exempt market dealer, investment dealer or portfolio manager.]</i>	
Date:	

APPENDIX II – WIRE INSTRUCTIONS

[◆Wire instructions]