

## AMENDING AGREEMENT

AMENDING AGREEMENT between STEVENS GOLD NEVADA INC, (the "**Company**") and [COMPUTERSHARE INVESTOR SERVICES INC.] ("**Computershare**") dated November 24, 2020

### WHEREAS:

- (a) The Company and Computershare entered into a TRANSFER AGENT, REGISTRAR AND DIVIDEND DISBURSEING AGENT AGREEMENT] dated December 3, 2019 (the "**Transfer Agency Agreement**");
- (b) The Company has or will be appointing a co-transfer agent in the United States (the "**US Co-Agent**") to provide certain transfer agent services (the "**US Services**") to the Company's shareholders in the United States (the "**US Shareholders**") in connection with the common shares of the Company (the "**Shares**"); and
- (c) The Company and Computershare have agreed to amend the terms of the Transfer Agency Agreement to set out the duties of the parties in dealing with the US Co-Agent;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Company and Computershare agree as follows:

### 1. Amendment

The Transfer Agency Agreement is hereby amended to include for the following provisions:

#### 1.1

(1) The Company shall direct the US Co-Agent to keep and maintain at the US Co-Agent's office a register of Shares of the US Shareholders (the "**US Register**") wherein shall be recorded only the particulars of the transfer of Shares registered in the Depository Trust Company's position under the nominee name of Cede & Co.

(2) The Company hereby directs Computershare to provide the US Co-Agent with access to a list of all "stop transfer" notations then on record through Computershare's online register portal ("**Issuer Online**"). Upon the subsequent placement or removal of "stop transfers" by Computershare, Computershare shall promptly advise the US Co-Agent of such placement or removal.

(3) The Company shall direct the US Co-Agent to (a) immediately advise Computershare, via Issuer Online or such other format as directed by Computershare, of all transfers of Shares, including those transfers referenced in Section 1.1(1) above, transfers of certificates for Shares and transfers of DRS Advices for Shares and (b) maintain customary records in connection with the US Services provided.

(4) The Company hereby directs Computershare, at such times as requested by the US Co-Agent, to promptly provide to the US Co-Agent a list of all registered shareholders of the Shares to be used for the purpose of complying with any obligations imposed by the Office of Foreign Assets Control ("**OFAC**"). The Company shall direct the US Co-Agent to use such list only in connection with such OFAC obligations.

1.2 The Company acknowledges and agrees that, and shall direct the US Co-Agent that:

- (1) Each certificate for Shares issued by Computershare shall be transferable with the US Co-Agent and each certificate for Shares issued by the US Co-Agent shall be transferable with Computershare.
- (2) Each DRS Advice for Shares issued by Computershare shall be exchangeable for a DRS Advice for Shares issued by the US Co-Agent and each DRS Advice for Shares issued by the US Co-Agent shall be exchangeable for a DRS Advice for Shares issued by Computershare, in each case for an equal number of Shares. .
- (3) Any requests for maintenance and correspondence, including requests to replace lost, mutilated, stolen or destroyed certificates shall be processed only by Computershare. Therefore, any requests made by a Shareholder to the US Co-Agent s shall be promptly submitted by the US Co-Agent to Computershare via Issuer Online.
- (4) In the event the US Co-Agent receives a request to transfer Shares with a restrictive legend, the US Co-Agent shall work directly with the Company to obtain any required documentation in order to properly effect such transfer.
- (5) In the event the US Co-Agent receives a request to transfer Shares with a "stop transfer" notation, the US Co-Agent shall promptly submit details of the request to Computershare, who will provide instructions to the US Co-Agent on handling the request. The US Co-Agent shall thereafter follow such instructions.
- (6) As and when requested by Computershare, and in any event on the first business day of each month, the US Co-Agent shall promptly provide to Computershare written confirmation of the total Shares held on the US Register for, among other things, the purposes of enabling Computershare to reconcile the total issued and outstanding Shares. In the event an out of balance is identified, the US Co-Agent shall work with Computershare to resolve the difference. Computershare will advise the Issuer, in writing, of any out-of-balance.
- (7) As and when requested by Computershare, the US Co-Agent shall promptly provide Computershare with a complete copy of the US Register.
- (8) The US Co-Agent shall co-operate with the requests of Computershare.
- (9) Computershare shall have no duties or obligations except as expressly provided in the Transfer Agency Agreement and this Amending Agreement.

1.3 The Company acknowledges and agrees that:

- (1) It is the Company's obligation, not Computershare's, to ensure that the US Co-Agent complies with the US Co-Agent's directions and duties set out in this Amending Agreement
- (2) Computershare shall not be responsible for the actions or inactions of the US Co-Agent.

(3) Computershare is entitled to rely upon the documentation and information provided by the US Co-Agent.

#### 1.4 Notices

Any notice contemplated under this Amending Agreement shall be delivered as follows:

**If to Computershare:**

**General Manager  
Emerging Issuer Solutions  
3<sup>rd</sup> Floor, 510 Burrard Street, Vancouver, BC, V6C 3B9**

**If to the US Co-Agent:**

**Attention: Nora Marckwordt  
Director of Operations  
By e-mail: [nora@equitystock.com](mailto:nora@equitystock.com)**

**If to the Company:**

**Attention: Charles MaLette  
President, CEO and Director  
By e-mail: [bud@stevensgold.com](mailto:bud@stevensgold.com)**

## 2. Miscellaneous

### 2.1 Effect of Amendment

This Amending Agreement forms part of, and is to be read in conjunction with, the Transfer Agency Agreement. Except as provided herein, all of the other provisions of the Transfer Agency Agreement remain in full force and effect unamended.

### 2.2 Termination

This Agreement may be terminated by either the Company or Computershare upon thirty (30) days' notice, in writing, being given to the other.

### 2.3 Governing Law

This Amending Agreement shall be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

### 2.4 Counterparts

This Amending Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

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

**STEVENS GOLD NEVADA INC.**

By:  /s/ Charles MaLette  
Authorized Signing Officer

By:  /s/ James Bordian  
Authorized Signing Officer

**COMPUTERSHARE INVESTOR SERVICES INC.**

By:  /s/ Signed  
Authorized Signing Officer

By:  /s/ Signed  
Authorized Signing Officer