

## PROSPECTIVE INVESTOR BACKGROUND & SUITABILITY QUESTIONNAIRE

\_\_\_\_\_  
Individual completing this form

\_\_\_\_\_  
Relationship to investor/account holder

FORM OF OWNERSHIP The investment is to be held in the following manner (please initial one):

- ☐ INDIVIDUAL
- ☐ CORPORATION
- ☐ JOINT TENANTS
- ☐ TENANTS-IN-COMMON
- ☐ CUSTODIAN (IRA)
- ☐ LIMITED LIABILITY COMPANY
- ☐ TRUST
- ☐ PARTNERSHIP
- ☐ OTHER \_\_\_\_\_

Trust, IRA, qualified plan, corporation, partnership or other entity investors: please provide information regarding the entity and the individual(s) responsible for the entity's investment decision. Custodial information should be presented here for IRA and qualified plan investors. Note: For custodial accounts (IRA's, etc.), distributions must be sent to the custodian unless the custodian provides written instructions to send distributions elsewhere.

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Tax ID Number of Entity

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Account/IRA Number (custodial accounts)

\_\_\_\_\_  
Authorized Person

\_\_\_\_\_  
Title of Authorized Person

\_\_\_\_\_  
Address: Street/City/State/Zip

\_\_\_\_\_  
Phone Number

**If the investment will be in the name of a partnership, limited liability company, or corporation, complete the following**

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NOTE: REPRESENTATIVES OF ENTITIES WHO WILL BE RESPONSIBLE FOR MAKING THE DECISION TO PURCHASE THE SECURITIES MUST EACH COMPLETE A PROSPECTIVE INVESTMENT SUITABILITY QUESTIONNAIRE.

\_\_\_\_\_  
Date of Formation                      Number of Equity Owners                      Net Worth of Entity

All of the equity owners are accredited investors: Yes \_\_\_\_\_ No \_\_\_\_\_

Was this entity formed for the purpose of making this investment: Yes \_\_\_\_\_ No \_\_\_\_\_

For a **corporation**, please attach copies of (i) Articles of Incorporation/Organization or Certificate of Formation, (ii) Bylaws, and (iii) Resolutions or Consents authorizing the purchase of the Units.

For a **limited liability company**, please attach copies of (i) Articles of Organization or Certificate of Formation, (ii) Limited Liability Company Agreement or Operating Agreement, and (iii) Resolutions or Consents (if any) authorizing the purchase of the Units.

For a **partnership**, please attach a copy of the applicable Partnership Agreement.

**If the investment will be in the name of a trust or an estate, answer the following:**

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NOTE: EACH TRUSTEE OR EXECUTOR MUST COMPLETE A PROSPECTIVE INVESTMENT SUITABILITY QUESTIONNAIRE.

\_\_\_\_\_  
Date of Formation                      Number of Beneficiaries                      Net Worth of Entity

All of the equity owners are accredited investors: Yes \_\_\_\_\_ No \_\_\_\_\_

For a **trust**, attach a copy of the instrument creating the trust (Required).

For an **estate**, attach a copy of the will and/or current letters testamentary (Required).

**Other Information:** Using additional pages as necessary, please provide the Company with any additional information not requested above that you believe will help the Company more fully understand your investment profile and identify what types of investments or strategies may be suitable for you.

**Primary Applicant Contact Information**

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☐ Mr.                      ☐ Mrs.                      ☐ Ms.                      ☐ Dr.                      **Suffix**                      ☐ Sr.    ☐ Jr.

\_\_\_\_\_  
First Name                      Middle Name                      Last Name

\_\_\_\_\_  
Permanent Address                      Apt/Suite No.

\_\_\_\_\_  
City                      State                      ZIP Code                      Country

\_\_\_\_\_  
Work Phone                      Home Phone                      Mobile Phone                      Email Address

☐ Please check if you have been at your current home address for less than one year.

\_\_\_\_\_  
Mailing Address (if different from above)                      Apt/Suite No.

\_\_\_\_\_  
City                      State                      ZIP Code                      Country

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**Employment Status**

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*Are you currently:*

☐ Employed    ☐ Self-Employed    ☐ Not Employed    ☐ Retired    ☐ Student    ☐ Other: \_\_\_\_\_

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Years with this Employer

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Apt/Suite No.

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP Code

\_\_\_\_\_  
Country

**USA PATRIOT Act Information** (Required by Federal law)

All applicants please provide the information below. Non-resident aliens, also include a completed W-8BEN.

Date of Birth (mm/dd/yyyy) Social Security or Taxpayer ID No. Country of Citizenship

ID No. (Select one): ☐ Driver's License ☐ Passport ☐ State ID ☐ Other Government-issued ID

Place/Country of Issuance Issue Date (mm/yyyy) Expiration Date (mm/yyyy)

For individuals, community property, or joint tenant investors, please include a copy of a government issued form of picture identification (e.g., passport or driver license) for each interested party. If the address contained in the identification is not accurate or provided, please provide proof of your current address (e.g., current utility bill, lease, etc.).

**Co-Applicant Contact Information (if applicable)**

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. **Suffix** ☐ Sr. ☐ Jr.

First Name Middle Name Last Name

☐ Use the same contact information listed for the primary applicant.

Permanent Address Apt/Suite No.

City State ZIP Code Country

Work Phone Home Phone Mobile Phone Email Address

☐ Please check if you have been at your current home address for less than one year.

**Employment Status**

Are you currently:

☐ Employed ☐ Self-Employed ☐ Not Employed ☐ Retired ☐ Student ☐ Other: \_\_\_\_\_

Job Title Occupation

Employer Years with this Employer

Business Address Apt/Suite No.

City State ZIP Code Country

**USA PATRIOT Act Information** (Required by Federal law)

All applicants please provide the information below. Non-resident aliens, also include a completed W-8BEN.

Date of Birth (mm/dd/yyyy) Social Security or Taxpayer ID No. Country of Citizenship

ID No. (Select one): ☐ Driver's License ☐ Passport ☐ State ID ☐ Other Government-issued ID

Place/Country of Issuance Issue Date (mm/yyyy) Expiration Date (mm/yyyy)

For individuals, community property, or joint tenant investors, please include a copy of a government issued form of picture identification (e.g., passport or driver license) for each interested party. If the address contained in the identification is not accurate or provided, please provide proof of your current address (e.g., current utility bill, lease, etc.).

**Trusted Contact Person Information** (optional)

**This voluntary template reflects FINRA Rule 2165 (Financial Exploitation of Specified Adults) and amendments to FINRA Rule 4512 (Customer Account Information) relating to financial exploitation of seniors. Please note that Rule 2165 and the amendments to Rule 4512 went into effect on February 5, 2018.**

By choosing to provide information about a trusted contact person, you authorize us to contact the trusted contact person listed below and disclose information about your account to that person in the following circumstances: to address possible financial exploitation, to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by FINRA Rule 2165 (Financial Exploitation of Specified Adults).

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. **Suffix** ☐ Sr. ☐ Jr.

First Name Middle Name Last Name

Address Apt/Suite No.

City State ZIP Code Country

Work Phone Home Phone Mobile Phone Email Address

Relationship to Primary Applicant/Co-Applicant: \_\_\_\_\_

## ALL APPLICANTS

### Industry and Other Affiliations

Primary  
Applicant

☐ Yes ☐ No

Co-Applicant

☐ Yes ☐ No

Are you, your spouse, or any other immediate family members, including parents, in-laws, siblings and dependents:

**Employed by or associated with the securities industry (for example, a sole proprietor, partner, officer, director, or branch manager, registered representative or other associated person of a broker-dealer firm) or a financial services regulatory agency?**

If yes, please specify entity below. If this entity requires its approval for you to open this account, please provide a copy of the required authorization letter (with this Application).

☐ Broker-Dealer or Municipal Securities Dealer ☐ Investment Adviser

☐ FINRA or other Self Regulatory Organization\* ☐ State or Federal Securities Regulator

(\*Including a national securities exchange, registered securities association, registered clearing agency or the Municipal Securities Rulemaking Board.)

Name of entity(ies): \_\_\_\_\_  
\_\_\_\_\_

☐ Yes ☐ No

☐ Yes ☐ No

**An officer, director or 10% (or more) shareholder in a publicly-owned company?**

Name of company and symbol: \_\_\_\_\_

☐ Yes ☐ No

☐ Yes ☐ No

**A senior military, governmental or political official in a non-US country?**

Name of country: \_\_\_\_\_

[Firms may consider whether to include this question in the context of their risk assessment procedures and the products and services they offer.]

## Financial Situation and Needs, Liquidity Considerations, and Tax Status

Please tell us your best estimate as to:

ANNUAL INCOME <sup>1</sup> (from all sources)	NET WORTH <sup>2</sup> (excluding your residence)	LIQUID NET WORTH <sup>3</sup>	TAX RATE (highest marginal)
<input type="checkbox"/> \$25,000 and under	<input type="checkbox"/> \$25,000 and under	<input type="checkbox"/> \$25,000 and under	<input type="checkbox"/> 0-15%
<input type="checkbox"/> \$25,001-50,000	<input type="checkbox"/> \$25,001-50,000	<input type="checkbox"/> \$25,001-50,000	<input type="checkbox"/> 16-25%
<input type="checkbox"/> \$50,001-100,000	<input type="checkbox"/> \$50,001-200,000	<input type="checkbox"/> \$50,001-200,000	<input type="checkbox"/> 26-30%
<input type="checkbox"/> \$100,001-250,000	<input type="checkbox"/> \$200,001-500,000	<input type="checkbox"/> \$200,001-500,000	<input type="checkbox"/> 31-35%
<input type="checkbox"/> \$250,001-500,000	<input type="checkbox"/> \$500,001-1,000,000	<input type="checkbox"/> \$500,001-1,000,000	<input type="checkbox"/> Over 35%
<input type="checkbox"/> Over \$500,000	<input type="checkbox"/> \$1,000,001-3,000,000	<input type="checkbox"/> \$1,000,001-3,000,000	
	<input type="checkbox"/> Over \$3,000,000	<input type="checkbox"/> Over \$3,000,000	

  

ANNUAL EXPENSES <sup>4</sup> (recurring)	SPECIAL EXPENSES <sup>5</sup> (future, non-recurring)	LIQUIDITY NEEDS
<input type="checkbox"/> \$50,000 and under	<input type="checkbox"/> \$50,000 and under	The ability to quickly and easily convert to cash all or a portion of the investments in this account without experiencing significant loss in value from, for example, the lack of a ready market, or incurring significant costs or penalties is (check one) <input type="checkbox"/> Very important <input type="checkbox"/> Important <input type="checkbox"/> Somewhat important <input type="checkbox"/> Does not matter
<input type="checkbox"/> \$50,001-100,000	<input type="checkbox"/> \$50,001-100,000	
<input type="checkbox"/> \$100,001-250,000	<input type="checkbox"/> \$100,001-250,000	
<input type="checkbox"/> \$250,001-500,000	<input type="checkbox"/> \$250,001-500,000	
<input type="checkbox"/> Over \$500,000	<input type="checkbox"/> Over \$500,000	
	<i>Timeframe for special expenses:</i> <input type="checkbox"/> Within 2 years <input type="checkbox"/> 3-5 years <input type="checkbox"/> 6-10 years	

<sup>1</sup> **Annual income** includes income from sources such as employment, alimony, social security, investment income, etc.

<sup>2</sup> **Net worth** is the value of your assets minus your liabilities. For purposes of this application, assets include stocks, bonds, mutual funds, other securities, bank accounts, and other personal property. Do not include your primary residence among your assets. For liabilities, include any outstanding loans, credit card balances, taxes, etc. Do not include your mortgage.

<sup>3</sup> **Liquid net worth** is your net worth minus assets that cannot be converted quickly and easily into cash, such as real estate, business equity, personal property and automobiles, expected inheritances, assets earmarked for other purposes, and investments or accounts subject to substantial penalties if they were sold or if assets were withdrawn from them.

<sup>4</sup> **Annual expenses** might include mortgage payments, rent, long-term debts, utilities, alimony or child support payments, etc.

<sup>5</sup> **Special expenses** might include a home purchase, remodeling a home, a car purchase, education, medical expenses, etc.

## Investment Risk Tolerance

Investing involves risk. Different investment products and strategies involve different degrees of risk. The higher the expected returns of a product or strategy, the greater the risk that you could lose most of your investment. Investments should be chosen based on your objectives, timeframe, and tolerance for market fluctuations.

- ☐ **Moderately Aggressive.** I am willing to accept high risk to my initial principal, including high volatility, to seek high returns over time, and understand I could lose a substantial amount of the money invested.
- ☐ **Significant Risk.** I am willing to accept maximum risk to my initial principal to aggressively seek maximum returns, and understand I could lose most, or all, of the money invested.

## Investment Objectives and Investment Time Horizon

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*Check all that apply:*

- ☐ Generate income for current or future expenses
- ☐ Partially fund my retirement
- ☐ Steadily accumulate wealth over the long term
- ☐ Generate wealth and pass it on to my heirs
- ☐ Market speculation
- ☐ Other: \_\_\_\_\_

*The expected period of time you plan to invest to achieve your financial goal(s):*

- ☐ Under 1 year    ☐ 1-2 years    ☐ 3-5 years    ☐ 6-10 years    ☐ 11-20 years    ☐ Over 20 years

*Please tell us how you are funding this account (check all that apply):*

- |   |   |
|---|---|
| <input type="checkbox"/> Income                       | <input type="checkbox"/> Insurance payout |
| <input type="checkbox"/> Funds from another account   | <input type="checkbox"/> Inheritance      |
| <input type="checkbox"/> Gift                         | <input type="checkbox"/> Other: _____     |
| <input type="checkbox"/> Sale of business or property |   |

## Other Information

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*Please provide us with any additional information not requested above that you believe will help us more fully understand your investment profile and identify what types of investments or strategies may be suitable for you.*

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*(use additional space as needed)*



Financial Investment Experience

We are collecting the information below to better understand your investment experience. We recognize your responses may change over time as you work with us.

Please check the boxes that best describe your investment experience to date.

Investment investments)	Years experience			Transactions per year (excluding automatic		
Mutual Funds/						
Exchange Traded Funds	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5	<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Individual Stocks	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5	<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Bonds	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5	<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Options	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5	<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Securities Futures	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5	<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Annuities	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5	<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Alternative <sup>6</sup>	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5	<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Margin	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> Over 5			

<sup>6</sup> May include structured products, hedge funds, etc.

Other Investments

Please provide us with additional information about your other investments to help us more fully understand your investment profile and identify what types of investments or strategies may be suitable for you.

Investment type/Description	Firm holding the investment	Amount (\$US)
		\$
		\$
		\$
		\$

(use additional space as needed)

## INVESTOR REPRESENTATIONS

The source of my funds for this investment will come from the following: \_\_\_\_\_

\_\_\_\_\_ I acknowledge that my investment objectives and goals in this investment are primarily speculation and growth, agree that these risks with my personal investment objectives and I acknowledge that I may lose part or all of my investment.

\_\_\_\_\_ I agree that his investment does not exceed 10% of my net worth, excluding my primary residence, its furnishings, and my automobiles.

\_\_\_\_\_ I have the knowledge and experience in financial and business matters that I am able to evaluate the merits and risks of an investment in the Company.

\_\_\_\_\_ My proposed investment does not include any part of borrowed funds.

\_\_\_\_\_ If my proposed investment is anticipated to be held in an individual retirement account (IRA), my IRA account was not funded by a roll-over 401k or other employer sponsored retirement plan for the specific purpose of investing in the Company.

\_\_\_\_\_ I represent that I have no required liquidity from my investment in the Company.

\_\_\_\_\_ I understand and acknowledge that my investment May have a short-term time horizon or a long-term time Horizon and my financial situation is such that I can withstand either a short-term investment or a long-term investment in the Company.

You affirm that the information you have provided is accurate and you agree to notify us of any changes in the information provided.

### **Signatures**

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\_\_\_\_\_  
Primary Applicant Name (please print)

\_\_\_\_\_  
Primary Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant Name (please print)

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

Silverton Energy Inc.

Silverton Energy Inc.  
101 E. Park Blvd, Suite 600  
Plano, TX 75076

Gentlemen:

The undersigned, intending to be legally bound, hereby irrevocably applies to purchase from Silverton Energy Inc. ("Silverton"), a Nevada corporation, the number of shares (the "Shares") of Class C Convertible Preferred Stock in Silverton indicated beside the undersigned's signature, and to thereupon become a Silverton shareholder ("Shareholder") as indicated herein. This subscription is submitted to Silverton in accordance with and subject to the terms and conditions described in this Subscription Agreement and the Confidential Placement Memorandum (the "Memorandum") dated May 1, 2023, as supplemented with Supplement No. 1 Dated November 09, 2023 and Supplement No. 2 Dated January 2, 2024 relating to the Shares.

*Subscription.* Subject to the terms and conditions hereof and the provisions of the Memorandum, the undersigned hereby irrevocably subscribes for the number of Shares indicated below and agrees to deliver herewith to Silverton his or her payment to the order of "Silverton Energy Inc." in an amount equal to 100% of the purchase price for the number of Shares purchased.

1. *Acceptance of Subscription.* Silverton shall have the right to accept or reject this subscription, in whole or in part. This subscription shall be deemed to be accepted by Silverton only when it is executed by Silverton. Once accepted by Silverton, this subscription shall be irrevocable. In the event this subscription is rejected by Silverton, the proceeds of this subscription will be returned promptly to the undersigned, without interest.

2. *Representations and Warranties of the Undersigned.* The undersigned hereby represents and warrants to and covenants with Silverton that:

(a) He or she has adequate means of providing for his or her current needs and possible personal contingencies, and he or she has no need now, and anticipates no need in the foreseeable future, to sell the Shares for which he or she hereby subscribes. He or she is able to bear the economic risks of this investment, and consequently, without limiting the generality of the foregoing, is able to hold his or her Shares for an indefinite period of time and has a sufficient net worth to sustain a loss of his or her entire investment in the Shares in the event such loss should occur.

(b) He or she has such knowledge and experience in financial, tax and business matters that he or she is capable of evaluating the terms and risks of the prospective investment in the Shares and is able to bear the economic risk of such investment for an indefinite period.

(c) He or she recognizes that his or her investment in the Shares involves a high degree of risk which may result in the loss of the total amount of his or her investment. He or she acknowledges that he or she has carefully considered all risks incident to the purchase of Shares, as summarized under "Risk Factors" and set forth in other portions of the Memorandum, and that he or she has been advised and is fully aware that investment in Silverton is a highly speculative and uncertain venture involving a high degree of risk, the advantages and benefits of which are generally limited to a certain group of investors.

(d) He or she is acquiring his or her Shares for his or her own account or for the account of his or her spouse for investment and not with a view to the distribution or resale thereof.

(e) He or she is aware that he or she must bear the economic risk of his or her investment in the Shares for an indefinite period of time because (i) the Shares have not been registered under the Securities Act or under the securities laws of any state, and therefore cannot be sold unless they are subsequently registered under the Securities Act and any applicable state securities laws or unless an exemption from such registration is available and, further, that only Silverton can take action to register the Shares. He or she also recognizes that

no federal or state agency has passed upon the validity of the Shares to date or made any finding or determination as to the fairness of an investment in the Shares.

(f) He or she has received and read a copy of the Memorandum dated May 1, 2023, as supplemented with supplement No. 1 Dated November 9, 2023 (including the exhibits appended thereto) and Supplement No. 2 Dated January 2, 2024, Supplement No. 3 Dated June 14, 2024 and Supplement No. 4 Dated December 11, 2024 and any amendments thereof or supplements thereto, has had the opportunity to obtain any additional information necessary to verify the accuracy of the information contained in such documents and to evaluate the merits of the investment and has been given the opportunity to meet with officials of Silverton and its Affiliates and to have said officials answer any questions regarding the terms and conditions of this particular investment, and all such questions have been answered to his or her full satisfaction. In reaching the conclusion that he or she desires to acquire the Shares, he or she has carefully evaluated his or her financial resources and investments and acknowledges that he or she is able to bear the economic risks of this investment.

(g) No oral or written representations have been made or oral or written information furnished to the undersigned or his or her Purchaser Representative, if any, that were in any way inconsistent with the information contained in the Memorandum. In making his or her decision to become a shareholder of Silverton he or she has relied solely upon his or her review of such documents and independent investigations made by him without assistance of Silverton, its Affiliates or their employees or agents. He or she has received no offering material other than the Memorandum.

(h) He or she understands and agrees that the following restrictions and limitations imposed by Rule 502 of Regulation D under the Securities Act and applicable state securities laws, are applicable to his or her purchase and the resale, assignment, pledge, hypothecation or other transfer of his or her Shares:

(i) He or she agrees that the Shares shall not be sold, assigned, pledged, hypothecated or otherwise transferred unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration is available.

(ii) A legend in substantially the following form will be placed on any certificate(s) or other document(s) evidencing the Shares:  
THESE SHARES IN SILVERTON ENERGY, INC. ("SILVERTON") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS SUCH SHARES ARE REGISTERED PURSUANT TO ALL SUCH APPLICABLE LAWS OR UNLESS COUNSEL SATISFACTORY TO SILVERTON SHALL HAVE RENDERED A SATISFACTORY OPINION THAT SUCH REGISTRATION IS NOT REQUIRED.

(iii) Stop transfer instructions have or will be issued with respect to the Shares so as to restrict the resale, assignment, pledge, hypothecation or other transfer thereof.

(i) He or she acknowledges that he or she has been advised that Rule 144 promulgated under the Securities Act is not applicable and further acknowledges that Silverton is not obligated to make the filings and reports, or make available publicly the information, which is a condition to the availability of Rule 144 or take any other action in furtherance of making any other exemption available.

(j) He or she will provide Silverton such information as may be reasonably requested by Silverton to enable it to satisfy itself as to his or her knowledge and experience and his or her ability to bear the economic risk of an investment in the Shares.

(k) If the undersigned is a corporation, partnership, trust or other entity, it was not formed for the purpose of this investment, and it is authorized and qualified to become a shareholder in Silverton and the person signing this Subscription Agreement on behalf of such entity has been duly authorized by such entity to do so.

(l) If the undersigned is purchasing the Shares in a representative or fiduciary capacity, the representations and warranties contained herein (and in any other written statement or document delivered to Silverton in connection herewith) shall be deemed to have been made on behalf of the person or persons for whom such Shares are being purchased.

(m) The information provided to Silverton is complete and accurate and may be relied upon by Silverton and he or she will notify Silverton immediately of any material change in any of such information which occurs prior to the closing of the purchase of the Shares by him or her.

(n) The foregoing representations, warranties and agreements together with all other representations and warranties made or given by the undersigned to Silverton in any other written statement or document delivered in connection with the transactions contemplated hereby, shall be true and correct in all respects on and as of the date of the admission of the undersigned to Silverton as if made on and as of such date and shall survive such date.

3. *Indemnification.* The undersigned acknowledges that he or she understands the meaning and legal consequences of the representations, warranties and covenants set forth in Section 2 hereof and that Silverton has relied and will rely upon such representations, warranties and covenants and he or she hereby agrees to indemnify and hold harmless Silverton, and its respective officers, directors, controlling persons, agents and employees, from and against any and all loss, damage, or liability, joint or several, and any action in respect thereof, to which any such person may become subject to or arising out of a breach of any such representation, warranty or covenant or the inaccuracy of such certifications. Notwithstanding the foregoing, however, no representation, warranty, acknowledgement or agreement made herein by the undersigned shall in any manner be deemed to constitute a waiver of any rights granted to him under federal or state securities laws. All representations, warranties and covenants contained in this Subscription Agreement, and the indemnification contained in this Section 3, shall survive the acceptance of this subscription and the issuance of shares in Silverton.

4. *Survival.* All representations, warranties and covenants contained in this Subscription Agreement, and the indemnification contained in Section 3 hereof, shall survive the acceptance of the subscription. The undersigned acknowledges and agrees that this Subscription Agreement shall survive (a) changes that are not material in the transactions, documents and instruments described in the Memorandum and (b) the death or disability of the undersigned.

5. *Arbitration.* This Subscription contains a Pre-dispute Arbitration Clause. By signing this subscription agreement, the parties agree as follows:

(1) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

(2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

(3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

(4) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

(5) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.

(6) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

(7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

(8) The (iv) The arbitrators' award is not required to include factual findings or legal reasoning and any parties' right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

(a) "No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein."

(b) Any controversy or claim arising out of or relating to any interpretation, breach or dispute concerning any of the terms or provisions of Silverton Agreement or this Subscription Agreement, which disagreement is not settled in writing within thirty days after it arises, shall be settled by arbitration in Las Vegas, Nevada, in accordance with the terms of Silverton Agreement and the laws of the State of Nevada and under the rules then obtaining of the American Arbitration Association (or any successor thereto), and judgment upon the award rendered in said arbitration shall be final and may be entered in any court in the State of Nevada having jurisdiction thereof.

Any party hereto may apply for such arbitration. Notwithstanding the foregoing, no shareholder shall be required to arbitrate any claim or controversy regarding allegations of violations of state or federal securities laws.

**6. *Governing Law.* THIS SUBSCRIPTION AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF NEVADA.**

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## **SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT**

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement on \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
Signature of First Subscriber

\_\_\_\_\_  
Signature of Joint Subscriber (if applicable)

\_\_\_\_\_  
Printed Name of First Subscriber

\_\_\_\_\_  
Printed Name of Joint Subscriber (if applicable)

\_\_\_\_\_  
Legal Address

\_\_\_\_\_  
Mailing Address (if different):

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
TIN of Joint Subscriber (if applicable)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_ X \$0.40 per share =  
Number of Preferred C Shares:  
(Preferred "C" 5:1 Convertible Per the PPM)

\_\_\_\_\_  
Aggregate Purchase Price:

APPROVAL AND ACCEPTANCE OF SUBSCRIPTION

SILVERTON ENERGY INC.

\_\_\_\_\_  
By: Samuel C. Smith, its Chief Executive Officer

Effective Date: \_\_\_\_\_