

ALORO MINING CORP.
(the “Company”)

STATEMENT OF EXECUTIVE COMPENSATION
Form 51-102F6V
Statement of Executive Compensation - Venture Issuers

General

“Company” means Aloro Mining Corp.;

“**compensation securities**” includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the Company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries;

“**named executive officer**” or “**NEO**” means each of the following individuals:

- (a) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer (“**CEO**”), including an individual performing functions similar to a CEO;
- (b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer (“**CFO**”), including an individual performing functions similar to a CFO;
- (c) in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000 for that financial year; and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was not an executive officer of the Company, and was not acting in a similar capacity, at the end of that financial year;

“**plan**” includes any plan, contract, authorization or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons; and

“**underlying securities**” means any securities issuable on conversion, exchange or exercise of compensation securities.

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table sets forth all direct and indirect compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Company

or any subsidiary thereof to each NEO and each director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or director for services provided and for services to be provided, directly or indirectly, to the Company or any subsidiary thereof for each of the two most recently completed financial years, other than stock options and other compensation securities:

Name and Position	Year	Salary, Consulting Fee, Retainer or Commission (\$)	Bonus (\$)	Committee or Meeting Fees (\$)	Value of Perquisites ⁽¹⁾ (\$)	Value of All Other Compensation (\$)	Total Compensation (\$)
Thomas A. Doyle ⁽²⁾ <i>President, CEO and Director</i>	2022	180,000 ⁽³⁾	Nil	Nil	Nil	Nil	180,000
	2021	180,000 ⁽³⁾	Nil	Nil	Nil	Nil	180,000
David Cross ⁽⁴⁾ <i>Secretary, CFO and Director</i>	2022	60,000 ⁽⁵⁾	Nil	Nil	Nil	Nil	60,000
	2021	31,624 ⁽⁶⁾	Nil	Nil	Nil	Nil	31,624
Gregory C. Burnett ⁽⁷⁾ <i>Director</i>	2022	18,000	Nil	Nil	Nil	Nil	18,000
	2021	18,000	Nil	Nil	Nil	Nil	18,000
James M. Carter ⁽⁸⁾ <i>Director</i>	2022	18,000	Nil	Nil	Nil	Nil	18,000
	2021	18,000	Nil	Nil	Nil	Nil	18,000

- (1) "Perquisites" include perquisites provided to an NEO or director that are not generally available to all employees and that, in aggregate, are: (a) \$15,000, if the NEO or director's total salary for the financial year is \$150,000 or less, (b) 10% of the NEO or director's salary for the financial year if the NEO or director's total salary for the financial year is greater than \$150,000 but less than \$500,000, or (c) \$50,000 if the NEO or director's total salary for the financial year is \$500,000 or greater.
- (2) Thomas A. Doyle has been the director of the Company since September 30, 2005 and the President and CEO since August 15, 2006.
- (3) These consulting fees were paid to TAD Financial Corp., a company wholly owned by Thomas A. Doyle, as compensation for Mr. Doyle's provision of services as President and CEO of the Company. Neither Mr. Doyle nor TAD Financial Corp. received additional compensation for Mr. Doyle's services as a director of the Company.
- (4) David Cross has been the Secretary, CFO and a director of the Company since July 19, 2021.
- (5) These fees were paid to Cross Davis & Company as compensation for Mr. Cross' provision of services as Secretary and CFO of the Company.
- (6) \$12,000 of these fees were paid to Cross Davis & Company as compensation for Mr. Cross' provision of services as Secretary and CFO of the Company. \$16,000 of these fees were paid to Cross Davis & Company for accounting fees subsequent to the appointment of David Cross as the CFO, Secretary and a director. \$3,624 of these fees were paid to Cross Davis & Company for accounting fees prior to the appointment of David Cross.
- (7) Greg Burnett has been a director of the Company since August 30, 2006.
- (8) James M. Carter has been a director of the Company since April 2, 2018.

Stock Options and Other Compensation Securities

The Company did not grant or issue any compensation securities to any director or NEO in the financial year ended December 31, 2022. As at December 31, 2022:

- (a) Thomas A. Doyle, the President, CEO and a director of the Company, did not own any compensation securities;
- (b) David Cross, the Secretary, CFO and a director of the Company, did not own any compensation securities
- (c) Gregory C. Burnett, a director of the Company, did not own any compensation securities; and
- (d) James M. Carter, a director of the Company, owned an aggregate of 200,000 compensation securities, comprised solely of stock options, each of which is exercisable into one common share of the Company (each, a “Share”) at an exercisable at a price of \$0.10 per Share until April 2, 2023.

Exercise of Compensation Securities by Directors and NEOs

No compensation securities were exercised by directors and NEOs in the year ended December 31, 2022.

Stock Option Plans and Other Incentive Plans

The Company’s current stock option plan (the “Plan”), which it adopted on February 1, 2023, is a 10% “rolling” stock option plan, whereby the aggregate number of Shares reserved for issuance, together with any other Shares reserved for issuance under any other plan or agreement of the Company, shall not exceed ten (10%) percent of the total number of issued Shares (calculated on a non-diluted basis) at the time an option is granted. The Plan provides that the board of directors (the “Board”) may, from time to time, in its discretion, grant to directors, officers, employees, Management Company Employees (as defined in the policies of the TSX Venture Exchange (the “Exchange”)), consultants and Eligible Charitable Organizations (as defined in the policies of the Exchange) and its subsidiaries or affiliates, options (each, an “Option”) to purchase Shares. As at June 28, 2023, there were no Options outstanding under the Plan. The Company’s shareholders will ratify and approve the Plan at the Company’s next annual general and special meeting.

The purpose of the Plan is to give to Eligible Persons (as defined in the policies of the Exchange) as additional compensation, the opportunity to participate in the success of the Company by granting to such individuals Options, exercisable over periods of up to ten (10) years as determined by the Board, to buy Shares at a price not less than the Market Price (as defined in the policies of the Exchange) prevailing on the date the Option is granted less applicable discount, if any, permitted by the policies of the Exchange and approved by the Board. The key terms of the Plan are reflected in the disclosure below.

Administration

The Board shall, without limitation, have full and final authority in their discretion, but subject to the express provisions of the Plan, to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations deemed necessary or advisable in respect of the Plan. Except as set forth in certain sections of the Plan and subject to any required prior Exchange approval, the interpretation and construction of any provision of the Plan by the Board shall be final and conclusive. Administration of the Plan shall be the responsibility of the appropriate officers of the Company and all costs in respect thereof shall be paid by the Company.

Number of Shares

The maximum aggregate number of Shares that are issuable pursuant to security based compensation granted or issued under the Plan and all of the Company's other previously established or proposed security based compensation plans (to which the following limits apply under Exchange policies):

- (a) to all optionees as a group (including for greater certainty Insiders (as defined in the policies of the Exchange) (as a group) shall not exceed 10% of the total number of issued and outstanding Shares on a non-diluted basis at any point in time;
- (b) to Insiders (as a group) in any 12-month period shall not exceed 10% of the total number of issued and outstanding Shares on a non-diluted basis on the date of grant (the "**Grant Date**"), unless the Company has obtained the requisite disinterested shareholder approval pursuant to applicable Exchange policies;
- (c) to any one optionee (including, where permitted under applicable policies of the Exchanges, any companies that are wholly owned by such optionee) in any 12-month period shall not exceed 5% of the total number of issued and outstanding Shares on a non-diluted basis on the Grant Date, unless the Company has obtained the requisite disinterested shareholder approval pursuant to applicable Exchange policies;
- (d) to any one consultant in any 12-month period shall not exceed 2% of the total number of issued and outstanding Shares on a non-diluted basis on the Grant Date;
- (e) to Investor Relations Service Providers (as defined in the policies of the Exchange) (as a group) in any 12-month period shall not exceed 2% of the total number of issued and outstanding Shares on a non-diluted basis on the Grant Date, and Investor Relations Service Providers shall not be eligible to receive any security based compensation other than Options if the Shares are listed on the Exchange at the time of any issuance or grant; and

- (f) to Eligible Charitable Organizations (as a group) shall not exceed 1% of the total number of issued and outstanding Shares on a non-diluted basis on the Grant Date.

Securities

Each Option entitles the holder thereof to purchase one Share at an exercise price determined by the Board.

Participation

Any directors, officers, employees, Management Company Employees, consultants, Consultant Companies and Eligible Charitable Organizations of the Company and its subsidiaries (collectively "**Eligible Persons**").

Option Price

The option price under each Option shall be not less than the Market Price (as defined in the policies of the Exchange) on the Grant Date less the applicable discount permitted under the policies of the Exchange.

Exercise Period

The exercise period of an Option will be the period from and including the grant date up to 4:00 p.m. Pacific Time on the expiry date that will be determined by the Board at the time of grant (the "**Expiry Date**"), provided that the Expiry Date of an Option will be no later than the tenth anniversary of the Grant Date of the Option.

Cessation of Employment

If an optionee ceases to be an Eligible Person, his or her Option shall be exercisable as follows:

- (a) Death or Disability

If the optionee ceases to be an Eligible Person, due to his or her death or disability or, in the case of an optionee that is a company, the death or Disability of the person who provides management or consulting services to the Company or to any entity controlled by the Company, the Option then held by the optionee shall be exercisable to acquire Vested Unissued Option Shares (as defined in the Plan) at any time up to but not after the earlier of:

- (i) 365 days after the date of death or disability; and
- (ii) the Expiry Date;

(b) Termination For Cause

If the optionee or, in the case of a Management Company Employee or a Consultant Company (as defined in the Plan), the optionee's employer, ceases to be an Eligible Person as a result of termination for cause as that term is interpreted by the courts of the jurisdiction in which the optionee, or, in the case of a Management Company Employee or a Consultant Company, of the optionee's employer, is employed or engaged; any outstanding Option held by such optionee on the date of such termination, whether in respect of Shares that are vested or not, shall be cancelled as of that date.

(c) Early Retirement, Voluntary Resignation or Termination Other than For Cause

If the optionee or, in the case of a Management Company Employee or a Consultant Company, the optionee's employer, ceases to be an Eligible Person due to his or her retirement at the request of his or her employer earlier than the normal retirement date under the Company's retirement policy then in force, or due to his or her termination by the Company other than for cause, or due to his or her voluntary resignation, the Option then held by the optionee shall be exercisable to acquire vested unissued option Shares at any time up to but not after the earlier of the Expiry Date and the date which is 90 days (30 days if the optionee was engaged in Investor Relations Activities) after the optionee or, in the case of a Management Company Employee or a Consultant Company, the optionee's employer, ceases to be an Eligible Person.

Acceleration Events

If at any time when an Option granted under the Plan remains unexercised with respect to any unissued option Shares, an offer is made by an offeror, the Board may, upon notifying each optionee of full particulars of the offer and subject to the approval of the Exchange with respect to Investor Relations Service Providers, declare all Shares issuable upon the exercise of Options granted under the Plan, vested, and declare that the Expiry Date for the exercise of all unexercised Options granted under the Plan is accelerated so that all Options will either be exercised or will expire prior to the date upon which Shares must be tendered pursuant to the offer. The Board shall give each optionee as much notice as possible of the acceleration of the Options under this section, except that not less than 5 business days' notice is required and more than 30 days' notice is not required.

Amendments

The Board may from time to time, subject to applicable law and to the prior approval, if required, of the shareholders (or disinterested shareholders, if required), Exchange or any other regulatory body having authority over the Company or the Plan, suspend, terminate or discontinue the Plan at any time, or amend or revise the terms of the Plan or of any Option granted under the Plan and the option agreement relating thereto, provided that no such amendment, revision, suspension, termination or discontinuance shall in any manner adversely affect any Option previously granted to an optionee under the Plan without the consent of that optionee.

Employment, Consulting and Management Agreements

Effective January 1, 2011, the Company entered into a consulting agreement with TAD Financial Corp., a consulting company owned by Thomas A. Doyle, pursuant to which Mr. Doyle agreed to provide services as CEO and President of the Company for a consulting fee of \$10,000 per month. Effective January 1, 2018, the consulting fee paid to TAD Financial Corp. was increased to \$15,000 per month. Mr. Doyle received monthly compensation payments directly from the Company from January 2011 to March 2011, at which time payments began to be made by the Company to TAD Financial Corp. The consulting agreement was for an initial one year term and renews automatically for one year terms each year thereafter unless either the Company or Mr. Doyle gives 60 days' written notice to the other of his intention not to renew the agreement. In the event of a change of control of the Company, the agreement provides that Mr. Doyle will receive a lump sum payment equal to twenty-four times his monthly consulting fees.

The Company has a verbal agreement with Cross Davis & Company, pursuant to which David Cross has agreed to provide services as CFO of the Company for a consulting fee of \$2,000 per month and accounting services for \$3,000 per month.

Oversight and Description of Director and NEO Compensation

The Board has not created or appointed a compensation committee given the Company's current size and stage of development. All tasks related to developing and monitoring the Company's approach to the compensation of the Company's NEOs and directors are performed by the members of the Board. The compensation of the NEOs, directors and the Company's employees or consultants, if any, is reviewed, recommended and approved by the Board without reference to any specific formula or criteria. NEOs that are also directors of the Company are involved in discussions relating to compensation, but disclose their interest in, and abstain from voting on, decisions related to their own respective compensation.

The overall objective of the Company's compensation strategy is to offer short, medium and long-term compensation components to ensure that the Company has in place programs to attract, retain and develop management of the highest calibre and has in place a process to provide for the orderly succession of management, including receipt on an annual basis of any recommendations of the CEO, if any, in this regard.

Executive officers' compensation is currently composed of two major components: a short term compensation component, which includes the payment of management fees to certain NEOs, and a long-term compensation component, which includes the grant of Options under the Plan. Management fees primarily reward recent performance and Options encourage NEOs and directors to continue to deliver results over a longer period of time and serve as a retention tool. The Company intends to further develop these compensation components.

The management fee for each NEO, as applicable, is determined by the Board based on the level of responsibility and experience of the individual, the relative importance of the

position to the Company, the professional qualifications of the individual and the performance of the individual over time.

The second component of the executive officers' compensation is Options. The objectives of the Company's compensation policies and procedures are to align the interests of the Company's employees with the interests of the shareholders of the Company. Therefore, a significant portion of total compensation granted by the Company, being the grant of Options, is based upon overall corporate performance.

Although it has not to date, the Board may in the future consider, on an annual basis, an award of bonuses to key executives and senior management. The amount and award of such bonuses is expected to be discretionary, depending on, among other factors, the financial performance of the Company and the performance of the executive. The Board considers that the payment of such discretionary annual cash bonuses may satisfy the medium term compensation component.

The Company relies on Board discussion, without formal objectives, criteria and analysis, when determining executive compensation. There are currently no formal performance goals or similar conditions that must be satisfied in connection with the payment of executive compensation.

The NEOs' performances and salaries or fees are to be reviewed periodically. Increases in management fees are to be evaluated on an individual basis and are performance and market-based. Compensation is not tied to performance criteria or goals such as milestones, agreements or transactions, and the Company does not use a "peer group" to determine compensation.

Pension Plan Benefits

The Company does not have any pension, defined benefit, defined contribution or deferred compensation plans in place.