

MINERA ALAMOS INC.
and
SABRE GOLD MINES CORP.
And
16474471 CANADA INC.

ARRANGEMENT AGREEMENT

OCTOBER 28, 2024

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ARRANGEMENT AGREEMENT

THIS AGREEMENT is dated as of October 28, 2024.

BETWEEN:

MINERA ALAMOS INC., a corporation existing under the laws of the Province of Ontario

(“**Minera Alamos**”)

- and -

SABRE GOLD MINES CORP., a corporation existing under the laws of Canada

(“**Sabre**”)

- and -

16474471 CANADA INC., a corporation existing under the laws of Canada

(“**Amalco Sub**”)

CONTEXT:

1. Minera Alamos and Sabre wish to propose an arrangement involving the acquisition by Minera Alamos of all of the issued and outstanding common shares of Sabre in exchange for Minera Alamos Shares;
2. Amalco Sub is a wholly-owned, direct Subsidiary of Sabre, and was newly formed for the sole purpose of consummating the transactions contemplated by this Agreement;
3. The Parties intend to carry out the transaction contemplated in this Agreement by way of a plan of arrangement under the provisions of the CBCA;
4. the Special Committee, after consultation with the Sabre’s financial and legal advisors, has determined that the Arrangement is in the best interests of Sabre and has recommended that the Sabre Board approve this Agreement and the Arrangement, and recommend that the Sabre Shareholders vote in favour of the Arrangement Resolution;
5. The Sabre Board has determined, after receiving financial and legal advice, that the Consideration to be received by the Sabre Shareholders is fair from a financial point of view and that the Arrangement is in the best interests of Sabre, and the Sabre Board has resolved to recommend that the Sabre Shareholders vote in favour of the Arrangement Resolution, all subject to the terms and conditions contained in this Agreement; and
6. Minera Alamos has entered into Support and Voting Agreements with certain Sabre Shareholders, Braydon Capital Corporation, Star Royalties Ltd., Trans Oceanic Mineral Company Ltd., as well as all of the directors and officers of Sabre who are holders of Sabre Shares, pursuant to which, among other things, such Persons have agreed to vote all of the Sabre Shares held by them in favour of the Arrangement Resolution, on the terms and subject to the conditions set forth in such agreements.

THEREFORE, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, the following terms have the following meanings:

“Acquisition Proposal” means, other than the transactions contemplated by this Agreement, any offer, proposal or inquiry (written or oral) from any Person or group of Persons other than Minera Alamos, any affiliate of Minera Alamos and any Person acting in concert with Minera Alamos, after the date of this Agreement relating to: (i) any sale or disposition (or any license, lease, long-term supply agreement or other arrangement having the same economic effect as a sale), direct or indirect, of assets (including voting, equity or other securities of Subsidiaries) representing 20% or more of the consolidated assets of Sabre and its Subsidiaries, taken as a whole, or of 20% or more of the voting or equity securities of Sabre or any of its Subsidiaries, (ii) any take-over bid, exchange offer, issuance of securities or other transaction that, if consummated, would result in such Person or group of Persons beneficially owning 20% or more of the voting or equity securities of Sabre or any of its Subsidiaries, (iii) any plan of arrangement, merger, amalgamation, consolidation, share exchange, debt exchange, business combination, reorganization, recapitalization, liquidation, dissolution or winding up involving Sabre or any of its Subsidiaries that, if consummated, would result in such Person or group of Persons beneficially owning 20% or more of the voting or equity securities of Sabre or any of its Subsidiaries or of the surviving entity or the resulting direct or indirect parent of the surviving entity, or (iv) any other similar transaction or series of transactions involving Sabre or any of its Subsidiaries.

“affiliate” has the meaning ascribed thereto in the Securities Act.

“Agreement” means this arrangement agreement, together with the Schedules attached hereto and the Sabre Disclosure Letter and the Minera Alamos Disclosure Letter, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“Arrangement” means an arrangement under Section 192 of the CBCA, on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of this Agreement and the provisions of the Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of Sabre and Minera Alamos, each acting reasonably.

“Arrangement Resolution” means the special resolution of Sabre Shareholders approving the Plan of Arrangement to be considered at the Sabre Meeting, substantially in the form of Schedule B.

“Articles of Arrangement” means the articles of arrangement of Sabre and Amalco Sub in respect of the Arrangement, to be sent to the Director pursuant to the CBCA after the Final Order is made, which shall be in a form and content satisfactory to Sabre and Minera Alamos, acting reasonably.

“Assets” means all of the assets, properties, Permits, rights or other privileges (whether contractual or otherwise) of a Party and its Subsidiaries.

“Authorization” means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.

“**Bonanza Lease**” means the Amended and restated mining lease between and among Angie Patch Survivor’s Trust and Daniel Patch Credit Trust, as landlord, and Bonanza Explorations Inc., as lease, dated January 4, 2017.

“**Braydon Debt Settlement Agreement**” means the debt settlement agreement dated as of the date hereof between Sabre and Braydon Capital Corporation regarding the satisfaction of certain outstanding debt and obligations owing to Braydon Capital Corporation through the issuance and delivery by Sabre of Sabre Shares.

“**Breaching Party**” has the meaning specified in Section 4.6.3.

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario.

“**CBCA**” means the *Canada Business Corporations Act*.

“**Certificate of Arrangement**” means the certificate or other confirmation of filing giving effect to the Arrangement to be issued by the Director pursuant to section 192(7) of the CBCA after the Articles of Arrangement have been filed.

“**Change in Recommendation**” has the meaning specified in Section 8.1.1(d)(ii).

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Confidentiality Agreement**” means the confidentiality agreement dated August 21, 2023 and amended September 26, 2024 between Minera Alamos and Sabre.

“**Consideration**” means the consideration to be received by Sabre Shareholders pursuant to the Plan of Arrangement as consideration for their Sabre Shares, being 0.693 Minera Alamos Share for each Sabre Share, subject to adjustment in the manner and in the circumstances contemplated in Section 2.9 of this Agreement.

“**Consideration Shares**” means the Minera Alamos Shares to be issued as the Consideration.

“**Constating Documents**” means any articles and by-laws, and all amendments to such articles or by-laws.

“**Contract**” means any legally binding written agreement, commitment, engagement, contract, franchise, licence, obligation or undertaking to which any Party or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound or affected or to which any of their respective properties or assets is subject.

“**Court**” means the Ontario Superior Court of Justice (Commercial List).

“**Debt Settlement Agreements**” means, collectively, the Braydon Debt Settlement Agreement, the TOMC Debt Settlement Agreement and the Star Debt Settlement Agreement.

“**Depository**” means such Person as Minera Alamos may appoint to act as depository for Sabre Shares in relation to the Arrangement, with the approval of Sabre, acting reasonably.

“**Director**” means the Director appointed pursuant to Section 260 of the CBCA.

“**Dissent Rights**” means the rights of dissent of Sabre Shareholders in respect of the Arrangement Resolution as described in the Plan of Arrangement.

“Effective Date” means the date upon which the Arrangement becomes effective as established by the date shown on the Certificate of Arrangement.

“Effective Time” has the meaning specified in the Plan of Arrangement.

“Employee Plans” means all health, welfare, supplemental unemployment benefit, bonus, profit sharing, option, stock appreciation, savings, insurance, incentive, incentive compensation, deferred compensation, share purchase, share compensation, disability, pension or supplemental retirement plans and other similar or material employee or director compensation or benefit plans, policies, trusts, funds, agreements or arrangements for the benefit of directors or former directors of Sabre or any of its Subsidiaries, Sabre Employees or former Sabre Employees, which are maintained by, contributed to or binding upon Sabre or any of its Subsidiaries or in respect of which Sabre or any of its Subsidiaries has any actual or potential liability.

“Environmental Laws” means all Laws imposing obligations, responsibilities, liabilities or standards of conduct for or relating to: (a) the regulation or control of pollution, contamination, activities, materials, substances or wastes in connection with or for the protection of human health or safety, the environment or natural resources (including climate, air, surface water, groundwater, wetlands, land surface, subsurface strata, wildlife, aquatic species and vegetation); or (b) the use, generation, disposal, treatment, processing, recycling, handling, transport, distribution, destruction, transfer, import, export or sale of Hazardous Substances.

“Environmental Permits” means all Permits or program participation requirements, sign-offs or registrations required by or available with or from any Governmental Entity under any Environmental Laws.

“Fairness Opinion” means an opinion of the Financial Advisor to the effect that, as of the date of such opinion, the Consideration to be received by Sabre Shareholders is fair, from a financial point of view, to such holders.

“Final Order” means the final order of the Court made pursuant to Section 192 of the CBCA, after being informed of the intention of the Parties to rely upon the Section 3(a)(10) Exemption with respect to the Consideration Shares and Replacement Options issued pursuant to the Arrangement, in a form acceptable to Sabre and Minera Alamos, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both Sabre and Minera Alamos, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or dismissed, as affirmed or as amended (provided that any such amendment is acceptable to both Sabre and Minera Alamos, each acting reasonably) on appeal.

“Financial Advisor” means Maxit Capital LP, acting as financial advisor to Sabre.

“Governmental Entity” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange.

“Hazardous Substance” means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous or deleterious substance, waste or material, including hydrogen sulphide, arsenic, cadmium, copper, lead, mercury, petroleum, polychlorinated biphenyls, asbestos and urea-formaldehyde insulation, and any other material, substance, pollutant or

contaminant regulated or defined pursuant to, or that could result in liability under, any Environmental Law.

“IFRS” means International Financial Reporting Standards as incorporated in the Handbook of the Canadian Institute of Chartered Accountants, at the relevant time, applied on a consistent basis.

“Indemnified Persons” has the meaning specified in Section 9.7.1.

“Interim Order” means the interim order of the Court, after being informed of the intention of the Parties to rely upon the Section 3(a)(10) Exemption with respect to the Consideration Shares and Replacement Options issued pursuant to the Arrangement, in a form acceptable to Sabre and Minera Alamos, each acting reasonably, providing for, among other things, the calling and holding of the Sabre Meeting, as such order may be amended by the Court with the consent of Sabre and Minera Alamos, each acting reasonably.

“La Fortuna Project” means Minera Alamos’ gold project located in Durango, Mexico;

“Law” or **“Laws”** means all federal, provincial, state, municipal, regional and local laws (including common law), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, notice, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that, in each case have the force of law, and the term **“applicable”** with respect to such Laws and in a context that refers to a person, means such Laws as are binding upon or applicable to such person or its business or assets.

“Lien” means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachments, option, right of first refusal or first offer, occupancy right, covenant, assignment, lien (statutory or otherwise), defect of title, or restriction or adverse right or claim, or other third party interest or encumbrance of any kind, in each case, whether contingent or absolute.

“Matching Period” has the meaning specified in Section 5.4.1(e).

“Material Adverse Effect” means any change, event, occurrence, effect or circumstance that, individually or in the aggregate with other changes, events, occurrences, effects or circumstances, is or could reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, capitalization, financial condition, liabilities (contingent or otherwise) or cash flows of a Party and its Subsidiaries, taken as a whole, except any such change, event, occurrence, effect, or circumstance resulting from or arising in connection with:

- (a) any change generally affecting the industries in which the Party and its Subsidiaries operate;
- (b) any change in general economic, business, political or market conditions or in financial or capital markets in Canada, Mexico or the United States of America;
- (c) any change or proposed change in any applicable Law or the interpretation, application or non-application of any applicable Law by any Governmental Entity;
- (d) any change in IFRS;
- (e) any act of terrorism or any outbreak of hostilities or war (or any escalation of worsening thereof);
- (f) any natural disaster;

- (g) any changes in the price of gold;
- (h) any change in the market price or trading volume of any securities of the Party (provided, however, that the causes underlying such change may be considered to determine whether such causes constitute a Material Adverse Effect);
- (i) the failure of the Party to meet any internal or published projections, forecasts or estimates of revenues, earnings or cash flow for any period ending on or after the date of this Agreement (provided, however, that the causes underlying such failure may be considered to determine whether such causes constitute a Material Adverse Effect);
- (j) the announcement of this Agreement or the transactions contemplated hereby; or
- (k) any action taken by the Party or any of its Subsidiaries which is required to be taken pursuant to this Agreement,

provided, however, that with respect to clauses (a) through to and including (f), only to the extent such matter does not have a materially disproportionate effect on the Party and its Subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Party and its Subsidiaries operate.

“Material Contract” means any Contract: (i) that if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect; (ii) relating directly or indirectly to the guarantee of any liabilities or obligations or to indebtedness for borrowed money (in each case whether incurred, assumed, guaranteed or secured by any asset) in excess of \$50,000 in the aggregate in respect of Sabre and \$250,000 in the aggregate in respect of Minera Alamos, excluding guarantees or intercompany liabilities or obligations between two or more wholly-owned Subsidiaries of a Party or between a Party and one or more of its wholly-owned Subsidiaries; (iii) restricting, or which may in the future restrict, the incurrence of indebtedness by a Party or any of its Subsidiaries (including by requiring the granting of an equal and rateable Lien) or the incurrence of any Liens on any properties or assets of a Party or any of its Subsidiaries, or restricting, or which may in the future restrict, the payment of dividends by a Party or any of its Subsidiaries; (iv) providing for the establishment, investment in, organization, formation, or governance of any joint venture, limited liability company or partnership; (v) that creates an exclusive dealing arrangement or right of first offer or refusal; (vi) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds \$50,000 in respect of Sabre and \$250,000 in respect of Minera Alamos; (vii) that requires the consent of any other party to the Contract to a change of control of a Party or any of its Subsidiaries; (viii) that is with any Person with whom a Party does not deal at arm’s length within the meaning of the Tax Act, other than a wholly-owned Subsidiary; (ix) that constitutes a hedge contract, futures contract, swap contract, option contract or similar derivative Contract; (x) that constitutes an amendment, supplement, or modification in respect of any of the foregoing; (xi) pursuant to which a Party or any of its Subsidiaries may be required to pay amounts in excess of \$50,000 in respect of Sabre and \$250,000 in respect of Minera Alamos in any 12 months; or (xii) that is otherwise material to a Party and its Subsidiaries, taken as a whole; and includes each of the Contracts listed in Section 1.1(y) of the Sabre Disclosure Letter.

“MI 61-101” means Multilateral Instrument 61-101 – *Protection of Minority Shareholders in Special Transactions*.

“Minera Alamos” has the meaning specified in the preamble.

“Minera Alamos Data Room” means the material contained in the virtual data room established by Minera Alamos, the index of documents of which is appended to the Minera Alamos Disclosure Letter.

“Minera Alamos Disclosure Letter” means the disclosure letter dated the date of this Agreement and delivered by Minera Alamos to Sabre with this Agreement.

“Minera Alamos Ejido Contracts” has the meaning ascribed thereto in Section 1.1(p)(xi) of Schedule D.

“Minera Alamos Employees” means all officers and employees of Minera Alamos and its Subsidiaries, including unionized, non-unionized, part-time, full-time, active and inactive employees.

“Minera Alamos Filings” means all documents of Minera Alamos publicly filed under the SEDAR+ profile of Minera Alamos since January 1, 2022.

“Minera Alamos Financial Statements” has the meaning ascribed thereto in Section 1.1(j) of **Error! Reference source not found.**

“Minera Alamos Mineral Rights” has the meaning ascribed thereto in Section 1.1(p)(i) of **Error! Reference source not found.**

“Minera Alamos Shares” means the common shares in the capital of Minera Alamos.

“Misrepresentation” means an untrue statement of a material fact or an omission to state a material fact required or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.

“NI 43-101” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects of the Canadian Securities Administrators*.

“Notice” has the meaning specified in Section 9.4.

“officer” has the meaning specified in the Securities Laws.

“Ordinary Course” means, with respect to an action taken by a Party or its Subsidiary, that such action is consistent with the past practices of such Party or such Subsidiary and is taken in the ordinary course of the normal day-to-day operations of the business of such Party or such Subsidiary.

“Outside Date” means February 17, 2025, or such later date as may be agreed to in writing by the Parties.

“Parties” means Sabre, Minera Alamos and Amalco Sub and **“Party”** means either of them.

“Permit” means any license, permit, certificate, consent, order, grant, approval, agreement, classification, restriction, registration or other Authorization of, from or required by any Governmental Entity.

“Permitted Liens” means, in respect of a Party or any of its Subsidiaries, any one or more of the following:

- (a) Liens for Taxes which are not delinquent and for which adequate provisions have been made in accordance with IFRS;
- (b) inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of Assets, provided that such Liens are incurred in the Ordinary Course and related to obligations not due or delinquent, are not registered against title

to any Assets, and in respect of which adequate holdbacks are being maintained as required by applicable Law;

- (c) the right reserved to or vested in any Governmental Entity by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of a Party or any of its Subsidiaries, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition of their continuance;
- (d) any of the following:
 - (i) restrictions, exceptions, reservations, limitations, provisos and conditions expressed in any original patents or grants of mineral rights by any Governmental Authority, and any statutory and common law limitations, exceptions, reservations and qualifications (including the paramount title of any Governmental Authority in such mineral rights);
 - (ii) the underlying interest of the lessor in leased mineral claims;
 - (iii) title defects, encroachments or irregularities which are minor in nature with respect to mineral rights, or minor discrepancies in the legal description or acreage of or associated with mineral rights or any adjoining properties which would be disclosed in an up-to-date survey;
 - (iv) easements or rights of way for, or reservations of rights of others for, sewers, water lines, gas lines, electric lines, telegraph and telephone lines, and other similar utilities, or zoning by-laws, ordinances, surface access rights, restrictions, servitudes or easements; or
 - (v) applicable zoning, land use, building restrictions and other municipal or other Governmental Authority restrictions affecting the use of land or the nature of any structures which may be erected thereon;

which do not in the aggregate materially detract from the value of, or materially impair the use of, such mineral rights for the purpose of conducting and carrying out development, construction, mining and processing thereon; and

- (e) Liens listed and described in any relevant section of the Sabre Disclosure Letter or of the Minera Alamos Disclosure Letter, as applicable.

“Person” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

“Plan of Arrangement” means the plan of arrangement, substantially in the form of Schedule A, subject to any amendments or variations to such plan made in accordance with Section 9.1.1 of this Agreement or Section Article 5 of the Plan of Arrangement, or made at the direction of the Court in the Final Order with the prior written consent of Sabre and Minera Alamos, each acting reasonably.

“Regulatory Approval” means any consent, waiver, permit, exemption, review, order, decision or approval of, or any registration and filing with, any Governmental Entity, or the expiry, waiver or termination of any waiting period imposed by Law or a Governmental Entity, in each case required in connection with the Arrangement.

“Release” means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Substance in the indoor or outdoor environment, including the movement of Hazardous Substance through or in the air, soil, surface water, ground water or property.

“Replacement Options” has the meaning specified in the Plan of Arrangement.

“Representative” has the meaning specified in Section 5.1.1.

“Required Approval” has the meaning specified in Section 2.2.1(c).

“Sabre” has the meaning specified in the preamble.

“Sabre Board” means the board of directors of Sabre as constituted from time to time. **“Sabre Board Recommendation”** has the meaning specified in Section 2.4.2.

“Sabre Circular” means the notice of the Sabre Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to Sabre Shareholders in connection with the Sabre Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

“Sabre Data Room” means the material contained in the virtual data room established by Sabre, the index of documents of which is appended to the Sabre Disclosure Letter.

“Sabre Disclosure Letter” means the disclosure letter dated the date of this Agreement and delivered by Sabre to Minera Alamos with this Agreement.

“Sabre DSU Holders” means the holders of Sabre DSUs.

“Sabre DSUs” means the deferred stock units issued pursuant to the Sabre Equity Compensation Plans, as listed in Section 1.1(g) of the Sabre Disclosure Letter.

“Sabre Employees” means all officers and employees of Sabre and its Subsidiaries, including unionized, non-unionized, part-time, full-time, active and inactive employees.

“Sabre Equity Compensation Plans” means the omnibus long-term incentive plan approved by the Sabre Shareholders on June 27, 2024, the legacy Sabre stock option plan and Golden Predator Mining Corp.’s stock option plan.

“Sabre Filings” means all documents of Sabre publicly filed under its SEDAR+ profile since January 1, 2022.

“Sabre Financial Statements” has the meaning ascribed thereto in Section 1.1(m) of Error! Reference source not found..

“Sabre Meeting” means the special meeting of Sabre Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of this Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and for any other purpose as may be set out in Sabre Circular and agreed to in writing by Minera Alamos.

“Sabre Mineral Rights” has the meaning ascribed thereto in Section 1.1(t)(i) of Error! Reference source not found..

“Sabre Optionholders” means the holders of Sabre Options.

“Sabre Options” means the outstanding options to purchase Sabre Shares issued pursuant to the Sabre Equity Compensation Plans, as listed in Section 1.1(g) of the Sabre Disclosure Letter.

“Sabre RSU Holders” means the holders of Sabre RSUs.

“Sabre RSUs” means the restricted stock units issued pursuant to the Sabre Equity Compensation Plans, as listed in Section 1.1(g) of the Sabre Disclosure Letter.

“Sabre Shareholders” means the registered or beneficial holders of Sabre Shares, as the context requires.

“Sabre Shares” means the common shares in the capital of Sabre.

“Sabre Warrantholders” means the holders of Sabre Warrants.

“Sabre Warrants” means the outstanding warrants issued by Sabre as listed in Section 1.1(g) of the Sabre Disclosure Letter.

“Santana Project” means Minera Alamos’ mineral exploration project known as the Santana Project located in Sonora, Mexico.

“Section 3(a)(10) Exemption” means the exemption from the registration requirements of the *U.S. Securities Act* provided by Section 3(a)(10) thereof.

“Securities Authorities” means the Ontario Securities Commission and any other applicable securities commissions or securities regulatory authority of a province or territory of Canada.

“Securities Laws” means (a) the *Securities Act* (Ontario) and any other applicable provincial securities Laws, and (b) the rules and regulations of the TSXV and the TSX, as applicable.

“Special Committee” means the special committee of members of the Sabre Board formed in relation to the proposal to effect the transactions contemplated by this Agreement.

“Star Debt Settlement Agreement” means the debt settlement agreement dated as of the date hereof between Sabre and Star Royalties Ltd. regarding the satisfaction of certain outstanding obligations owing to Star Royalties Ltd. through the issuance and delivery by Sabre of Sabre Shares.

“Superior Proposal” means any unsolicited *bona fide* written Acquisition Proposal from a Person who is an arm’s length third party made after the date of this Agreement: (i) to acquire all of the outstanding Sabre Shares or all or substantially all of the assets of Sabre on a consolidated basis; (ii) that complies with Securities Laws and did not result from or involve a breach of Article 5; (iii) that is reasonably capable of being completed without undue delay, taking into account all financial, legal, regulatory and other aspects of such proposal and the Person making such proposal; (iv) that is not subject to any financing condition and in respect of which adequate arrangements have been made to ensure that the required funds will be available to effect payment in full for all of the Sabre Shares or assets, as the case may be; (v) is not subject to any due diligence or access condition; and (vi) that the Sabre Board determines, in its good faith judgment, after receiving the advice of its outside legal and financial advisors and after taking into account all the terms and conditions of the Acquisition Proposal, including all legal, financial, regulatory and other aspects of such Acquisition Proposal and the party making such Acquisition Proposal, would, if consummated in accordance with its terms, but without assuming away the risk of non-completion, result in a transaction which is more favourable, from a financial point of

view, to Sabre Shareholders than the Arrangement (including any amendments to the terms and conditions of the Arrangement proposed by Minera Alamos pursuant to Section 5.4.2).

“**Superior Proposal Notice**” has the meaning specified in Section 5.4.1(c).

“**Support and Voting Agreements**” means the support and voting agreements dated the date hereof between Minera Alamos and certain of the Sabre Shareholders, substantially in the form of **Error! Reference source not found.**

“**Tax Act**” means the *Income Tax Act* (Canada).

“**Taxes**” means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, provincial sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers’ compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

“**Tax Returns**” means any and all returns, reports, declarations, elections, notices, forms, designations, filings, and statements (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) filed or required to be filed in respect of Taxes.

“**Terminating Party**” has the meaning specified in Section 4.6.3.

“**Termination Fee**” has the meaning specified in Section 8.2.2.

“**Termination Fee Event**” has the meaning specified in Section 8.2.2.

“**Termination Notice**” has the meaning specified in Section 4.6.3.

“**Title Opinion**” means a current title opinion of the Fennemore Craig. P.C. to be dated after the date hereof that, as of the date of such opinion, confirms that Sabre’s Subsidiary, Bonanza Explorations Inc., has title to the Sabre Mineral Rights free of encumbrancers other than Permitted Liens.

“**TOMC Debt Settlement Agreement**” means the debt settlement agreement dated as of the date hereof between Sabre and Trans Oceanic Mineral Company Ltd. regarding the satisfaction of certain outstanding debt and obligations owing to Trans Oceanic Mineral Company Ltd. through the issuance and delivery by Sabre of Sabre Shares.

“**TSX**” means the Toronto Stock Exchange.

“**TSXV**” means the TSX Venture Exchange.

“U.S. Securities Act” means the United States *Securities Act* of 1933, as amended.

“U.S. Securities Laws” means the U.S. Securities Act, the United States Securities Exchange Act of 1934, as amended, all other applicable United States state securities or “blue sky” Laws, and the rules and regulations and published policies under the foregoing securities Laws.

“United States” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

“Valuation” means the formal valuation of the Sabre Shares in respect of the Arrangement and the Debt Settlement Agreements prepared by the Valuator in accordance with the requirements of MI 61-101.

“Valuator” means Evans & Evans Inc. , the independent valuator selected by the Special Committee to prepare the Valuation.

1.2 Certain Rules of Interpretation

1.2.1 **Gender, etc.** In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders.

1.2.2 **Including.** Every use of the words “including” or “includes” in this Agreement is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively.

1.2.3 **Divisions and Headings** The division of this Agreement into Articles and Sections, the insertion of headings and the inclusion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.2.4 **Articles, Sections, etc.** References in this Agreement to an Article, Section or Schedule are to be construed as references to an Article, Section or Schedule of or to this Agreement unless otherwise specified.

1.2.5 **Time Periods.** Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made, or action to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.

1.2.6 **Statutory Instruments.** Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

1.2.7 **Knowledge.** Where any representation or warranty is expressly qualified by reference to the knowledge of Sabre, it is deemed to refer to the actual knowledge, after making reasonable inquiries regarding the relevant matter, of Andrew Elinesky and Dale Found.

Where any representation or warranty is expressly qualified by reference to the knowledge of Minera Alamos, it is deemed to refer to the actual knowledge, after making reasonable inquiries regarding the relevant matter, of Darren Koningen and Janet O’Donnell.

- 1.2.8 **Time of Day.** Unless otherwise specified, references to time of day or date mean the local time or date in the City of Toronto, in the Province of Ontario.
- 1.2.9 **Payment and Currency.** Unless otherwise specified, any money to be advanced, paid or tendered by a Party under this Agreement must be advanced, paid or tendered by bank draft, certified cheque or wire transfer of immediately available funds payable to the Person to whom the amount is due. Unless otherwise specified, the word “dollar” and the “\$” sign refer to Canadian currency, and all amounts to be advanced, paid, tendered or calculated under this Agreement are to be advanced, paid, tendered or calculated in Canadian currency.
- 1.2.10 **Capitalized Terms.** All capitalized terms used in any Schedule, in the Sabre Disclosure Letter or in the Minera Alamos Disclosure Letter have the meanings ascribed to them in this Agreement.
- 1.2.11 **Accounting Terms.** Unless otherwise specified herein, all accounting terms are to be interpreted in accordance with IFRS and all determinations of an accounting nature in respect of either Party required to be made shall be made in a manner consistent with IFRS.
- 1.2.12 **Consent.** If any provision requires approval or consent of a Party and such approval or consent is not delivered within the specified time limit, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- 1.2.13 **Affiliates and Subsidiaries.** For the purpose of this Agreement, a Person is an “**affiliate**” of another Person if one of them is a Subsidiary of the other or each one of them is controlled, directly or indirectly, by the same Person. A “**Subsidiary**” means a Person that is controlled directly or indirectly by another Person and includes a Subsidiary of that Subsidiary. A Person is considered to “**control**” another Person if: (i) the first Person beneficially owns or directly or indirectly exercises control or direction over securities of the second Person carrying votes which, if exercised, would entitle the first Person to elect a majority of the directors of the second Person, unless that first Person holds the voting securities only to secure an obligation, or (ii) the second Person is a partnership, other than a limited partnership, and the first Person holds more than 50% of the interests of the partnership, or (iii) the second Person is a limited partnership, and the general partner of the limited partnership is the first Person.

1.3 Schedules

- 1.3.1 The schedules attached to this Agreement, the Sabre Disclosure Letter and the Minera Alamos Disclosure Letter form an integral part of this Agreement for all purposes of it.
- 1.3.2 The Sabre Disclosure Letter itself and all information contained in it is confidential information and may not be disclosed except in accordance with the terms of the Confidentiality Agreement.
- 1.3.3 The Minera Alamos Disclosure Letter itself and all information contained in it is confidential information and may not be disclosed except in accordance with the terms of the Confidentiality Agreement.

ARTICLE 2 THE ARRANGEMENT

2.1 Arrangement

Sabre, Minera Alamos and Amalco Sub agree that the Arrangement will be implemented in accordance with and subject to the terms and conditions of this Agreement and the Plan of Arrangement. Without limitation to the foregoing, at the Effective Time, the Plan of Arrangement shall become effective with the result that among other things, Minera Alamos shall become the holder of all of the outstanding Sabre Shares.

2.2 Interim Order

2.2.1 As soon as reasonably practicable after the date of this Agreement, but in any event on or before November 28, 2024 Sabre and Amalco Sub shall apply to the Court in a manner reasonably acceptable to Minera Alamos pursuant to Section 192 of the CBCA and, in cooperation with Minera Alamos, prepare, file and diligently pursue an application for the Interim Order, which must provide, among other things:

- (a) for the persons and classes of persons to whom notice is to be provided in respect of the Arrangement and the Sabre Meeting and for the manner in which such notice is to be provided;
- (b) for confirmation of the record date for the Sabre Meeting referred to in Section 2.3.1(d);
- (c) that the required level of approval (the “**Required Approval**”) for the Arrangement Resolution shall be: (i) 66^{2/3}% of the votes cast on the Arrangement Resolution by Sabre Shareholders present in person or by proxy at the Sabre Meeting; and (ii) any minority approval required by MI 61-101;
- (d) that, in all other respects, the terms, restrictions and conditions of Sabre’s Constating Documents, including quorum requirements and all other matters, shall apply in respect of the Sabre Meeting;
- (e) for the grant of the Dissent Rights only to those Sabre Shareholders who are registered Sabre Shareholders as contemplated in the Plan of Arrangement;
- (f) for the notice requirements with respect to the presentation of the application to the Court for the Final Order;
- (g) that the Sabre Meeting may be adjourned or postponed from time to time by Sabre in accordance with the terms of this Agreement without the need for additional approval of the Court;
- (h) that the record date for Sabre Shareholders entitled to notice of and to vote at the Sabre Meeting will not change in respect of any adjournment(s) or postponement(s) of the Sabre Meeting, unless required by Securities Law;
- (i) for such other matters as Minera Alamos or Sabre may reasonably require, subject to obtaining the prior consent of the other Party, such consent not to be unreasonably withheld or delayed; and

- (j) that it is the intention of the Parties to rely upon the Section 3(a)(10) Exemption with respect to the issuance of the Consideration Shares, and Replacement Options to be issued pursuant to the Arrangement to Sabre Shareholders, Sabre Optionholders and Sabre Warrantholders in the United States, based on the Court's approval of the Arrangement.

2.3 The Sabre Meeting

2.3.1 Sabre shall:

- (a) convene and conduct the Sabre Meeting in accordance with the Interim Order, Sabre's Constatng Documents and Law on or before January 17, 2025, for the purpose of considering the Arrangement Resolution and for any other proper purpose as may be set out in the Sabre Circular, and not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Sabre Meeting without the prior written consent of Minera Alamos, acting reasonably, except:
 - (i) in the case of an adjournment, as required for quorum purposes;
 - (ii) as required by Law or by a Governmental Entity; or
 - (iii) as required or permitted under Section 4.6.3 or Section 5.4.5;
- (b) solicit proxies in favour of the approval of the Arrangement Resolution and against any resolution submitted by any Sabre Shareholder that is inconsistent with the Arrangement Resolution and the completion of any of the transactions contemplated by this Agreement, and considering the input of Minera Alamos with respect to the solicitation of proxies in respect of the Sabre Meeting, including, if so requested by Minera Alamos, acting reasonably, using proxy solicitation services firms (with Minera Alamos paying the cost of such services);
- (c) provide Minera Alamos with copies of or access to information as requested from time to time by Minera Alamos, acting reasonably, regarding the Sabre Meeting generated by any dealer or proxy solicitation services firm which has been retained by Sabre;
- (d) fix and publish a record date for the purposes of determining the Sabre Shareholders entitled to receive notice of and vote at the Sabre Meeting in accordance with the Interim Order;
- (e) consult with Minera Alamos in fixing the date of the Sabre Meeting, give notice to Minera Alamos of the Sabre Meeting and allow Minera Alamos's representatives and legal counsel to attend the Sabre Meeting;
- (f) promptly advise Minera Alamos, at such times as Minera Alamos may reasonably request and at least on a daily basis on each of the last 10 Business Days prior to the date of the Sabre Meeting, as to the aggregate tally of the proxies received by Sabre in respect of the Arrangement Resolution;
- (g) promptly advise Minera Alamos of receipt by Sabre of any written notice of dissent, purported exercise or withdrawal of Dissent Rights, and written

communications sent by or on behalf of Sabre to any Sabre Shareholder exercising or purporting to exercise Dissent Rights;

- (h) not make any payment or settlement offer, or agree to any payment or settlement prior to the Effective Time with respect to Dissent Rights without the prior written consent of Minera Alamos;
- (i) not change the record date for Sabre Shareholders entitled to vote at the Sabre Meeting in connection with any adjournment or postponement of the Sabre Meeting (unless required by Law); and
- (j) at the request of Minera Alamos from time to time for use solely for the purposes of communicating with Sabre Shareholders with respect to the Arrangement, provide Minera Alamos with a list (in both written and electronic form) of (i) registered and non-objecting beneficial owners of Sabre Shares, together with their addresses and respective holdings of Sabre Shares, (ii) the names, addresses and holdings of all Persons having rights issued by Sabre to acquire Sabre Shares (including holders of Sabre Options and Sabre Warrants), and (iii) participants and book-based nominee registrants such as CDS & Co., CEDE & Co. and DTC, and non-objecting beneficial owners of Sabre Shares and other security holders of Sabre, together with their addresses and respective holdings of Sabre Shares and other securities of Sabre. Sabre shall from time to time require that its registrar and transfer agent furnish Minera Alamos with such additional information, including updated or additional lists of Sabre Shareholders, and lists of securities positions and other assistance as Minera Alamos may reasonably request in order to be able to communicate with respect to the Arrangement with the Sabre Shareholders.

2.4 The Sabre Circular

- 2.4.1 Sabre shall promptly prepare and complete, in consultation with Minera Alamos, the Sabre Circular together with any other documents required by Law in connection with the Sabre Meeting and the Arrangement, and Sabre shall, promptly after obtaining the Interim Order, cause the Sabre Circular and such other documents to be filed and sent to each Sabre Shareholder and other Person as required by the Interim Order and Law, in each case so as to permit the Sabre Meeting to be held by the date specified in Section 2.3.1(a).
- 2.4.2 Sabre shall ensure that the Sabre Circular complies in all material respects with Law and the Interim Order, does not contain any Misrepresentation regarding Sabre and provides Sabre Shareholders with sufficient information to permit them to form a reasoned judgment concerning the matters to be placed before the Sabre Meeting. Without limiting the generality of the foregoing, the Sabre Circular must include: (i) a copy of the Fairness Opinion and Valuation; (ii) a statement that the Sabre Board has received the Fairness Opinion, Valuation and the recommendation of the Special Committee and has unanimously, after receiving legal and financial advice, determined that the Arrangement Resolution is in the best interests of Sabre and recommend that Sabre Shareholders vote in favour of the Arrangement Resolution (the “**Sabre Board Recommendation**”); (iii) a statement that each director and senior officer of Sabre intends to vote all of such individual’s Sabre Shares in favour of the Arrangement Resolution and against any resolution submitted by any Sabre Shareholder that is inconsistent with the Arrangement, the whole in accordance with their Support and Voting Agreements; and (iv) a statement that certain other Sabre Shareholders have entered into Support and Voting Agreements

and specifying the percentage of the issued and outstanding Sabre Shares covered by such Support and Voting Agreements.

- 2.4.3 Sabre shall indemnify and save harmless Minera Alamos and each of its representatives from and against any and all liabilities, claims, demands, losses, costs, damages and expenses to which they may be subject or may suffer, in any way caused by, or arising, directly or indirectly, from or in consequence of:
- (a) any Misrepresentation or alleged Misrepresentation in any information included in the Sabre Circular, other than the information relating to Minera Alamos, its affiliates or the Consideration Shares furnished to Sabre in writing by Minera Alamos for inclusion in the Sabre Circular; and
 - (b) any order made, or any inquiry, investigation or proceeding by any Securities Authority or other Governmental Entity, to the extent based on any Misrepresentation or any alleged Misrepresentation in the Sabre Circular other than the information relating to Minera Alamos, its affiliates or the Consideration Shares furnished to Sabre in writing by Minera Alamos for inclusion in the Sabre Circular.
- 2.4.4 Sabre shall not be responsible for any information in the Sabre Circular relating to Minera Alamos, its affiliates or the Consideration Shares.
- 2.4.5 Sabre shall give Minera Alamos and its legal counsel a reasonable opportunity to review and comment on drafts of the Sabre Circular and other related documents, and shall give reasonable consideration to any comments made by them, and agrees that all information relating solely to Minera Alamos, its affiliates and the Consideration Shares included in the Sabre Circular must be in a form and content satisfactory to them, acting reasonably.
- 2.4.6 Minera Alamos shall provide Sabre with all information regarding Minera Alamos, its affiliates and the Consideration Shares, including any *pro forma* financial statements, as required by Law (and in particular, Securities Law) for inclusion in the Sabre Circular or in any amendments or supplements to such Sabre Circular. Minera Alamos shall ensure that such information does not include any Misrepresentation concerning Minera Alamos, its affiliates and the Consideration Shares.
- 2.4.7 Minera Alamos shall indemnify and save harmless Sabre and its representatives from and against any and all liabilities, claims, demands, losses, costs, damages and expenses to which they may be subject or may suffer, in any way caused by, or arising, directly or indirectly, from or in consequence of:
- (a) any Misrepresentation or alleged Misrepresentation in any information included in the Sabre Circular regarding Minera Alamos, its affiliates or the Consideration Shares furnished to Sabre by Minera Alamos for inclusion in the Sabre Circular pursuant to Section 2.4.6; and
 - (b) any order made, or any inquiry, investigation or proceeding by any securities regulatory authority or other Governmental Entity, to the extent based on any Misrepresentation or any alleged Misrepresentation in any information included in the Sabre Circular regarding Minera Alamos, its affiliates or the Consideration Shares furnished to Sabre by Minera Alamos for inclusion in the Sabre Circular pursuant to Section 2.4.6.

- 2.4.8 Minera Alamos shall not be responsible for any information in the Sabre Circular relating to Sabre.
- 2.4.9 Minera Alamos and Sabre shall also use their commercially reasonable efforts to obtain any necessary consents from any of their respective auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Sabre Circular and to the identification in Sabre Circular of each such advisor.
- 2.4.10 Each Party shall promptly notify the others if it becomes aware that the Sabre Circular contains a Misrepresentation, or otherwise requires an amendment or supplement. The Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate, and Sabre shall promptly mail, file or otherwise publicly disseminate any such amendment or supplement to Sabre Shareholders and, if required by the Court or by Law, file the same with the Securities Authorities or any other Governmental Entity as required.

2.5 Final Order

Sabre and Amalco Sub shall take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to Section 192 of the CBCA, as soon as reasonably practicable, but in any event not later than three Business Days after the Arrangement Resolution is passed at the Sabre Meeting as provided for in the Interim Order.

2.6 Court Proceedings

- 2.6.1 In connection with all Court proceedings relating to obtaining the Interim Order and the Final Order, Sabre and Amalco Sub shall:
- (a) diligently pursue, and cooperate with Minera Alamos in diligently pursuing, the Interim Order and, subject to the approval of the Arrangement Resolution at the Sabre Meeting, the Final Order;
 - (b) provide legal counsel to Minera Alamos with a reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, and give reasonable consideration to all such comments;
 - (c) provide Minera Alamos with copies of any notice of appearance, evidence or other documents served on Sabre or its legal counsel in respect of the application for the Interim Order or the Final Order or any appeal from them, and any notice, written or oral, indicating the intention of any Person to appeal, or oppose the granting of, the Interim Order or the Final Order;
 - (d) ensure that all material filed with the Court in connection with the Arrangement is consistent with this Agreement and the Plan of Arrangement and that such material has been approved by Minera Alamos, acting reasonably, for filing;
 - (e) not file any material with the Court in connection with the Arrangement or serve any such material, or agree to modify or amend any material so filed or served, except as contemplated by this Agreement or with Minera Alamos's prior written consent, acting reasonably, provided Minera Alamos may, in its sole discretion, withhold its consent with respect to any increase in or variation in the form of the Consideration or other modification or amendment to such filed or served materials that expands or increases Minera Alamos' obligations, or diminishes or

limits Minera Alamos' rights, set forth in any such filed or served materials or under this Agreement;

- (f) use reasonable commercial efforts to oppose any proposal from any Person that the Final Order contain any provision inconsistent with this Agreement, and if required by the terms of the Final Order or by Law to return to Court with respect to the Final Order do so only after notice to, and in consultation and cooperation with, Minera Alamos; and
- (g) not object to legal counsel to Minera Alamos making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate, provided Minera Alamos advises Sabre of the nature of any such submissions prior to the hearing and such submissions are consistent with this Agreement and the Plan of Arrangement.

2.7 Articles of Arrangement and the Effective Date

2.7.1 The Articles of Arrangement shall implement the Plan of Arrangement. The Articles of Arrangement shall include the form of the Plan of Arrangement attached to this Agreement as Schedule A, as it may be amended as provided for in this Agreement.

2.7.2 Unless another time or date is agreed to in writing by the Parties, on the third Business Day after the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of the conditions (excluding those conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date) set forth in Article 6 the Articles of Arrangement shall be filed by Sabre and Amalco Sub with the Director, provided that Sabre and Amalco Sub shall not be required to file Articles of Arrangement with the Director unless it has received written confirmation that Minera Alamos has provided Consideration to the Depositary in accordance with 2.8. From and after the Effective Time, the Plan of Arrangement will have all of the effects provided by applicable Law, including the CBCA. The closing of the transactions contemplated hereby will take place at the offices of Gowling WLG (Canada) LLP, 100 King St W Suite 1600, Toronto, ON M5X 1G5, or at such other location as may be agreed upon by the Parties.

2.8 Payment of Consideration

Minera Alamos will, as soon as possible after the receipt by Sabre of the Final Order and in any case prior to the Effective Time, deposit in escrow with the Depositary (the terms and conditions of such escrow to be satisfactory to the Parties, acting reasonably) sufficient Minera Alamos Shares to satisfy the aggregate Consideration payable to Sabre Shareholders pursuant to the Plan of Arrangement.

2.9 Sabre Options

2.9.1 All unexercised Sabre Options held by Sabre Optionholders shall, as at the Effective Time pursuant to the Arrangement and in accordance with the Plan of Arrangement, be surrendered and the holder thereof shall receive in exchange therefor Replacement Options.

2.9.2 Following the Effective Date, the Replacement Options may not be exercised in the United States or by, or on behalf or for the benefit of, a Person in the United States, unless

an exemption is available from the registration requirements of the U.S. Securities Laws, and the holder furnishes to Minera Alamos an opinion of counsel or other evidence of exemption satisfactory to Minera Alamos, acting reasonably, to such effect.

2.10 Sabre Warrants

Minera Alamos agrees that for the period from the Effective Date until expiry of the Sabre Warrants (in accordance with their respective terms), Minera Alamos will assume all of the covenants and obligations of Sabre under the Sabre Warrants and in accordance with the terms and conditions of the respective warrant certificates, do all things necessary (including issuing replacement or supplemental certificates) to provide for the application of the provisions set forth in such warrant certificates with respect to the rights and interests of the holders thereof, such that a Sabre Warrant will entitle the holder thereof upon exercise of the Sabre Warrant to receive the Minera Alamos Shares in accordance with the terms of respective certificates representing the Sabre Warrants.

2.11 Sabre DSUs and RSUs

All outstanding Sabre DSUs and Sabre RSUs shall be treated in accordance with the provisions of the Plan of Arrangement.

2.12 Withholding Taxes

Each of Minera Alamos, Sabre, the Depositary, and their respective agents, as applicable, (in this Section 2.12, the "payor"), shall each be entitled to deduct and withhold from any Consideration or other amount payable (whether in cash or in kind) or otherwise deliverable to any holder or former holder of Sabre Shares, Sabre Options, Sabre Warrants, Sabre DSUs, Sabre RSUs or other securities (including any payment to Sabre Shareholder exercising Dissent Rights) such amounts as the payor is required to deduct or withhold therefrom under any applicable Law in respect of Taxes. For the purposes of this Arrangement Agreement and the Plan of Arrangement, all such deducted or withheld amounts shall be treated as having been paid to the Person in respect of which such deduction or withholding was made on account of the obligation to make payment to such Person hereunder, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Entity when required by Law by, or on behalf of, the payor. The payor is hereby authorized to sell or otherwise dispose of, on behalf of such Person in respect of which a deduction or withholding was made, such portion of any Minera Alamos Shares or other security deliverable to such Person as is necessary to provide sufficient funds (after deducting commissions payable, fees and other costs and expenses) to the payor to enable it to comply with such deduction or withholding requirement and the payor shall notify such person and remit the applicable portion of the net proceeds of such sale to the appropriate Governmental Entity and, if applicable, any portion of such net proceeds (after deduction of all fees, commissions or costs in respect of such sale) that is not required to be so remitted shall be paid to such Person. Any such sale will be made in accordance with applicable Laws and at prevailing market prices and the payor shall not be under any obligation to obtain a particular price for the Minera Alamos Share or other security, as applicable, so sold. Neither the payor, nor any other Person will be liable for any loss arising out of any sale under this Section 2.12.

2.13 United States Tax Matters

The Parties acknowledge that the exchange of Sabre Shares for Minera Alamos Shares pursuant to Section 2.3 of the Plan of Arrangement and the amalgamation of Amalco and Sabre pursuant to Section 2.3 of the Plan of Arrangement (together, the "Acquisition"), are interdependent steps in a single transaction, to which the Parties hereto are legally committed as provided herein, and to which the Parties intend to treat as part of a single integrated transaction. The Acquisition is intended to qualify

as a reorganization within the meaning of Section 368(a) of the Code (a “Reorganization”) and this Agreement is intended to be a “plan of reorganization” within the meaning of the U.S. Treasury Regulations promulgated under Section 368 of the Code. Provided that the Acquisition satisfies all applicable requirements of qualifying as a Reorganization, each of the Parties agrees to treat the Acquisition as a Reorganization for all U.S. federal income Tax purposes, and agrees to treat this Agreement as a “plan of reorganization” within the meaning of the U.S. Treasury Regulations promulgated under Section 368 of the Code, and to not take any position on any Tax Return or otherwise take any Tax reporting position inconsistent with such treatment, unless otherwise required by applicable Law or pursuant to a “determination” within the meaning of Section 1313 of the Code. Except as otherwise provided in this Agreement and the Plan of Arrangement, each of the Parties agrees to act in a manner that is consistent with the Parties’ intention that the Acquisition be treated as a Reorganization for all U.S. federal income Tax purposes. Notwithstanding the foregoing, none of Minera Alamos or Sabre makes any representation, warranty or covenant to any other party or to any Sabre Shareholder or other holder of Sabre securities (including, without limitation, Sabre Shares, Sabre Options, Sabre Warrants, Sabre DSUs, Sabre RSUs, debt instruments or other similar rights or instruments) regarding the U.S. Tax treatment of the Acquisition, including, but not limited to, whether the Acquisition will qualify as a Reorganization or as a tax-deferred transaction for purposes of any United States federal, state or local income Tax Law.

2.14 United States Securities Law Matters

2.14.1 The Parties agree that the Arrangement will be carried out with the intention that, assuming the Final Order is granted by the Court, all Consideration Shares and Replacement Options issued under the Arrangement to the Sabre Shareholders (including, for clarity, holders of any Sabre Shares issuable pursuant to the Debt Settlement Agreements, if any, and the Sabre DSU Holders and Sabre RSU Holders who will be issued Sabre Shares at the Effective Time pursuant to the Plan of Arrangement), Sabre Optionholders and Sabre Warrantholders, respectively, will be issued by Minera Alamos in reliance on the Section 3(a)(10) Exemption and pursuant to similar exemptions from applicable securities laws of any state of the United States. In order to ensure the availability of the Section 3(a)(10) Exemption, the Parties agree that the Arrangement will be carried out on the following basis:

- (a) the Arrangement will be subject to the approval of the Court;
- (b) the Court will be advised as to the intention of the Parties to rely on the Section 3(a)(10) Exemption with respect to the issuance of Consideration Shares and Replacement Options pursuant to the Arrangement prior to the hearing required to approve the Arrangement;
- (c) the Court will be required to satisfy itself as to the procedural and substantive fairness of the Arrangement to the Sabre Shareholders, Sabre Optionholders and Sabre Warrantholders, subject to the Arrangement;
- (d) Sabre will ensure that each Person entitled to receive Consideration Shares, and Replacement Options on completion of the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right;
- (e) each Sabre Shareholder (including, for clarity, holders of any Sabre Shares issuable pursuant to the Debt Settlement Agreements, if any, and the Sabre DSU Holders and Sabre RSU Holders who will be issued Sabre Shares prior to the

Effective Time pursuant to the Plan of Arrangement), Sabre Optionholder and Sabre Warrantholder in the United States entitled to receive Consideration Shares and Replacement Options, respectively, will be advised that the Consideration Shares and Replacement Options issued pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act and will be issued by Minera Alamos in reliance on the Section 3(a)(10) Exemption, and may be subject to restrictions on resale under the applicable securities laws of the United States, including Rule 144 under the U.S. Securities Act with respect to affiliates of Sabre and Minera Alamos;

- (f) the Interim Order approving the Sabre Meeting will specify that each Sabre Shareholder (including, for clarity, holders of any Sabre Shares issuable pursuant to the Debt Settlement Agreements, if any, and the Sabre DSU Holders and Sabre RSU Holders who will be issued Sabre Shares prior to the Effective Time pursuant to the Plan of Arrangement), Sabre Optionholder and Sabre Warrantholder will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as they enter an appearance within a reasonable time; and
- (g) the Final Order approving the Arrangement that is obtained from the Court will expressly state that the Arrangement is approved by the Court as being procedurally and substantively fair to the Sabre Shareholders, Sabre Optionholders and Sabre Warrantholders. Sabre shall request that the Final Order shall include a statement to substantially the following effect:

“This Order will serve as a basis of a claim to an exemption, pursuant to Section 3(a)(10) of the *United States Securities Act of 1933*, as amended, from the registration requirements otherwise imposed by that act, regarding the distribution of securities of Minera Alamos, pursuant to the Plan of Arrangement.”

“The terms and conditions of the Arrangement are procedurally and substantively fair to the securityholders of Sabre Gold Mines Corp. and are hereby approved by the Court.”

2.14.2 Sabre will advise each Sabre Optionholder entitled to receive Replacement Options pursuant to the Arrangement that the Section 3(a)(10) Exemption does not exempt the issuance of securities upon the exercise of such Replacement Options and, therefore, any securities of Minera Alamos issuable upon exercise of the Replacement Options cannot be issued in the United States or to a Person in the United States in reliance on the Section 3(a)(10) Exemption and such Replacement Options may only be exercised pursuant to a then-available exemption from the registration requirements of the U.S. Securities Act and applicable securities laws of any state of the United States.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Sabre

3.1.1 Except as set forth in the Sabre Disclosure Letter, Sabre represents and warrants to Minera Alamos as set forth in **Error! Reference source not found.** and acknowledges and agrees that Minera Alamos is relying upon such representations and warranties in connection with the entering into of this Agreement.

3.1.2 The representations and warranties of Sabre contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

3.2 Representations and Warranties of Minera Alamos

3.2.1 Except as set forth in the Minera Alamos Disclosure Letter, Minera Alamos represents and warrants to Sabre as set forth in **Error! Reference source not found.** and acknowledges and agrees that Sabre is relying upon such representations and warranties in connection with the entering into of this Agreement.

3.2.2 The representations and warranties of Minera Alamos contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 4 COVENANTS

4.1 Conduct of Business of Sabre

4.1.1 Sabre covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except (i) with the express prior written consent of Minera Alamos, acting reasonably, or (ii) as required or permitted by this Agreement, Sabre shall, and shall cause its Subsidiaries to, conduct their business in the Ordinary Course, and Sabre shall use commercially reasonable efforts to maintain and preserve its and its Subsidiaries' business organization, assets (including, for greater certainty, Assets), goodwill and business relationships with other Persons with which Sabre or any of its Subsidiaries have business relations.

4.1.2 Without limiting the generality of Section 4.1.1, Sabre covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except (i) with the express prior written consent of Minera Alamos, acting reasonably, or (ii) as required or permitted by this Agreement, Sabre shall not, and Sabre shall not permit any of its Subsidiaries to, directly or indirectly:

- (a) amend its Constatng Documents or, in the case of any Subsidiary which is not a corporation, its similar organizational documents;
- (b) split, combine or reclassify any shares of its capital stock or declare, set aside or pay any dividend or other distribution thereon (whether in cash, stock or property or any combination thereof), or amend or modify any term of any outstanding debt security other than as provided in the Debt Settlement Agreements;
- (c) redeem, purchase, or otherwise acquire or offer to redeem, purchase or otherwise acquire any shares of its capital stock or any of its outstanding securities;
- (d) issue, deliver, sell, pledge or otherwise encumber, or authorize the issuance, delivery, sale, pledge or other encumbrance of any shares of its capital stock or

other equity or voting interests (including issued Sabre Shares held by Sabre in treasury), or any options, warrants or similar rights exercisable or exchangeable for or convertible into such capital stock or other equity or voting interests, or any stock appreciation rights, phantom stock awards or other rights that are linked to the price or the value of Sabre Shares, except for the issuance of Sabre Shares issuable upon the exercise of the currently outstanding Sabre Options and Sabre Warrants and pursuant to the Debt Settlement Agreements;

- (e) reduce its stated capital or reorganize, arrange, restructure, amalgamate or merge with any Person;
- (f) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Sabre or any of its Subsidiaries;
- (g) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, in one transaction or in a series of related transactions, assets, securities, properties, interests or businesses having a cost, on a per transaction or series of related transactions basis, in excess of \$50,000 and subject to a maximum of \$100,000 for all such transactions;
- (h) sell, pledge, lease, dispose of, lose the right to use, mortgage, license, encumber (other than a Permitted Lien) or otherwise transfer any assets of Sabre or of any of its Subsidiaries or any interest in any assets of Sabre and its Subsidiaries having a value greater than \$50,000 individually and subject to a maximum of \$100,000 in the aggregate, other than assets sold in the Ordinary Course;
- (i) make any capital expenditure or commitment to do so which, individually exceeds \$50,000 or in the aggregate exceeds \$100,000;
- (j) amend or modify, or terminate or waive any right under, any Material Contract or enter into any contract or agreement that would be a Material Contract if in effect on the date hereof;
- (k) in respect of any Assets, waive, release, surrender, abandon, let lapse, grant or transfer any material right or amend, modify or change, or agree to amend, modify or change, any existing material Authorization, right to use, lease or contract;
- (l) except as contemplated in Article 7, Sabre will not amend, modify or terminate, cancel or let lapse any material insurance (or re-insurance) policy of Sabre or any Subsidiary in effect on the date of this Agreement, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the terminated, cancelled or lapsed policies for substantially similar premiums are in full force and effect;
- (m) prepay any indebtedness before its scheduled maturity, or increase, create, incur, assume or otherwise become liable for any indebtedness for borrowed money or guarantees thereof, except as provided in this Agreement, the Debt Settlement Agreements or agreed to in advance, in writing, by Minera Alamos;
- (n) make any loan or advance to, or any capital contribution or investment in, or assume, guarantee or otherwise become liable with respect to the liabilities or

obligations of, any Person other than advances and capital contributions to wholly-owned Subsidiaries of Sabre in the Ordinary Course;

- (o) enter into any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or similar financial instruments;
- (p) make any material Tax election or designation, settle or compromise any material Tax claim, assessment, reassessment or liability, file any amended Tax Return, enter into any material agreement with a Governmental Entity with respect to Taxes, surrender any right to claim a material Tax abatement, reduction, deduction, exemption, credit or refund, consent to the extension or waiver of the limitation period applicable to any material Tax matter or materially amend or change any of its methods of reporting income, deductions or accounting for income Tax purposes except as may be required by Law;
- (q) make any change in Sabre's methods of accounting, except as required by concurrent changes in IFRS;
- (r) grant any increase in the rate of wages, salaries, bonuses or other remuneration of any Sabre Employee or independent contractor or make any bonus or profit sharing distribution or similar payment of any kind, except as may be required by the terms of a Contract listed in Section 1.1(w) of the Sabre Disclosure Letter;
- (s) (i) adopt, enter into or amend any Employee Plan; (ii) pay any benefit to any director or officer of Sabre or any of its Subsidiaries or to any Sabre Employee that is not required under the terms of any Employee Plan in effect on the date of this Agreement; (iii) grant, accelerate, increase or otherwise amend any payment, award or other benefit payable to, or for the benefit of, any director or officer of Sabre or any of its Subsidiaries or to any Sabre Employee; (iv) make any material determination under any Employee Plan that is not in the Ordinary Course; or (v) take or propose any action to effect any of the foregoing;
- (t) cancel, waive, release, assign, settle or compromise any material claims or rights or take any action or fail to take any action that would result in termination of any material claims or rights;
- (u) commence, waive, release, assign, settle, compromise or settle any litigation, proceeding or governmental investigation relating to the assets or the business of Sabre in excess of an aggregate amount of \$50,000 other than amounts or liabilities disclosed in the Sabre Filings which are resolved for an amount equal to or less than the amount disclosed, or which could reasonably be expected to impede, prevent or delay the consummation of the transaction contemplated by this Agreement;
- (v) enter into any Contract with a Person (other than a wholly-owned Subsidiary of Sabre) that does not deal at arm's length with Sabre within the meaning of the Tax Act;
- (w) enter into or amend any Contract with any broker, finder or investment banker, including any amendment of any of the agreements with the parties noted in Section 1.1(mm) Schedule C; or

- (x) authorize, agree, resolve or otherwise commit, whether or not in writing, to do any of the foregoing.
- 4.1.3 Sabre shall promptly, and in any event within two (2) Business Days of each of the following, notify Minera Alamos in writing of:
- (a) any Material Adverse Effect; or
 - (b) any material penalty, filing, action, suit, claim, investigation, audit inquiry, assessment or proceeding commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting Sabre or its Subsidiaries.
- 4.1.4 Sabre shall cause Bonanza Explorations Inc. to amend the Royalty Purchase Agreement dated October 31, 2023 between Bonanza Exploration Inc. and Trans Oceanic Mineral Company Ltd. to provide for an outside date of October 31, 2024 conditional on completion of the Arrangement.

4.2 Conduct of Business of Minera Alamos

Minera Alamos covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except (i) with the express prior written consent of Sabre, acting reasonably, or (ii) as required or permitted by this Agreement, Minera Alamos shall, and shall cause its Subsidiaries to, conduct their business in the Ordinary Course.

4.3 Regarding the Arrangement

- 4.3.1 Subject to the terms and conditions of this Agreement, Sabre shall, and shall cause its Subsidiaries to, perform all obligations required to be performed by Sabre or any of its Subsidiaries under this Agreement, cooperate with Minera Alamos in connection therewith, and do all such other commercially reasonable acts and things as may be necessary or desirable to consummate and make effective, as soon as reasonably practicable, the Arrangement and, without limiting the generality of the foregoing, Sabre shall and, where appropriate, shall cause its Subsidiaries to:
- (a) use its commercially reasonable efforts to obtain and maintain all third party or other consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are (i) necessary or advisable under its Material Contracts in connection with the Arrangement or (ii) required in order to maintain its Material Contracts in full force and effect following completion of the Arrangement, in each case, on terms that are reasonably satisfactory to Minera Alamos, and without paying, and without committing itself or Minera Alamos to pay, any consideration or incur any liability or obligation without the prior written consent of Minera Alamos;
 - (b) prepare and file, as promptly as practicable, all necessary documents, registrations, statements, petitions, filings and applications for the Regulatory Approvals required by Sabre or any of its Subsidiaries and using its commercially reasonable efforts to obtain and maintain all such Regulatory Approvals, and providing or submitting all documentation and information that is required, or in the reasonable opinion of Minera Alamos, advisable, in connection with obtaining such Regulatory Approvals;

- (c) use its commercially reasonable efforts to oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement and use its commercially reasonable efforts to defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Arrangement or this Agreement;
- (d) carry out the terms of the Interim Order and the Final Order applicable to it and comply promptly with all requirements imposed by Law on it or its Subsidiaries with respect to this Agreement or the Arrangement;
- (e) not take any action, or refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, delay or otherwise impede the consummation of the Arrangement;
- (f) use its commercially reasonable efforts to assist in causing each member of the Sabre Board and the board of directors of each of its wholly-owned Subsidiaries (in each case to the extent requested by Minera Alamos) to be replaced by Persons designated or nominated, as applicable, by Minera Alamos effective as of the Effective Time;
- (g) comply with Securities Laws as they apply or are relevant to this Agreement; and use commercially reasonable efforts to satisfy all conditions precedent set forth in Section 6.1 and Section 6.2 of this Agreement.

4.3.2 Subject to the terms and conditions of this Agreement, Minera Alamos shall, and shall cause its Subsidiaries to, perform all obligations required to be performed by Minera Alamos or any of its Subsidiaries under this Agreement, cooperate with Sabre in connection therewith, and do all such other commercially reasonable acts and things as may be necessary or desirable to consummate and make effective, as soon as reasonably practicable, the Arrangement and, without limiting the generality of the foregoing, Minera Alamos shall and, where appropriate, shall cause its Subsidiaries to:

- (a) use its commercially reasonable efforts to obtain and maintain all third party or other consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are (i) necessary or advisable under its Material Contracts in connection with the Arrangement or (ii) required in order to maintain its Material Contracts in full force and effect following completion of the Arrangement, in each case, on terms that are reasonably satisfactory to Sabre, and without paying, and without committing itself or Sabre to pay, any consideration or incur any liability or obligation without the prior written consent of Sabre;
- (b) prepare and file, as promptly as practicable, all necessary documents, registrations, statements, petitions, filings and applications for the Regulatory Approvals required by Minera Alamos or any of its Subsidiaries and using its commercially reasonable efforts to obtain and maintain all such Regulatory Approvals, and providing or submitting all documentation and information that is required, or in the reasonable opinion of Sabre advisable, in connection with obtaining such Regulatory Approvals;

- (c) use its commercially reasonable efforts to oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Arrangement or this Agreement;
- (d) carry out the terms of the Interim Order and the Final Order applicable to it and complying promptly with all requirements imposed by Law on it or its Subsidiaries with respect to this Agreement or the Arrangement;
- (e) not take any action, or refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, delay or otherwise impede the consummation of the Arrangement;
- (f) on or before the Effective Date reserve a sufficient number of Minera Alamos Shares for issuance upon the exercise from time to time of Replacement Options and the exercise from time to time of Sabre Warrants upon the completion of the Arrangement;
- (g) apply for and use commercially reasonable efforts to obtain conditional listing approval of the TSXV for the Minera Alamos Shares issuable in connection with the Arrangement (including the Minera Alamos Shares issued to creditors of Sabre to satisfy certain debt obligations of Sabre, forming part of the Consideration and the Minera Alamos Shares issuable on exercise of the Replacement Options and Sabre Warrants), subject only to the satisfaction of customary conditions required by such exchange;
- (h) comply with Securities Laws relevant to this Agreement; and
- (i) use commercially reasonable efforts to satisfy all conditions precedent set forth in Section 6.1 and Section 6.3 of this Agreement.

4.3.3 Each of the Parties shall promptly, and in any event within two (2) Business Days of each of the following, notify the other Party of:

- (a) any notice or other communication from any Person alleging (i) that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with this Agreement or the Arrangement, or (ii) that such Person is terminating or may terminate or is otherwise materially adversely modifying or may materially adversely modify its relationship with Sabre as a result of this Agreement or the Arrangement;
- (b) any notice or other communication from any Governmental Entity in connection with this Agreement (and such Party shall contemporaneously provide a copy of any such written notice or communication to the other Party).

4.4 Access to Information; Confidentiality

4.4.1 Subject to Law, each Party shall, and shall cause its Subsidiaries to: (a) give the other party and its representatives upon reasonable notice, reasonable access during normal business hours to their: (i) premises, (ii) property and assets (including all books and records, whether retained internally or otherwise), (iii) Contracts, and (iv) senior

personnel, so long as the access does not unduly interfere with the Ordinary Course conduct of the business of such other Party or its Subsidiaries; and (b) give the other Party copies of all management reports, reports or presentations to its board of directors relating to its or its Subsidiaries' financial condition and operations, and such other financial and operating data or other information with respect to the assets or business of it or its Subsidiaries as such other Party from time to time reasonably requests.

- 4.4.2 Investigations made by or on behalf of a Party, whether under this Section 4.4 or otherwise, will not waive, diminish the scope of, or otherwise affect any representation or warranty made by the other Party in this Agreement.
- 4.4.3 Notwithstanding this Section 4.4 or any other provision of this Agreement, a Party shall not be obligated to provide access to, or to disclose, any information to another Party if such first Party reasonably determines that such access or disclosure would jeopardize any privilege claim by such first Party or any of its Subsidiaries or interfere unreasonably with the conduct of the business of the first Party and its Subsidiaries or require any action by the first Party outside of normal business hours.
- 4.4.4 The Parties acknowledge that the Confidentiality Agreement continues to apply and that any information provided under this Section 4.4 that is non-public and/or proprietary in nature shall be subject to the terms of the Confidentiality Agreement. If this Agreement is terminated in accordance with its terms, the obligations under the Confidentiality Agreement shall survive the termination of this Agreement.

4.5 Public Communications

The Parties shall, jointly, publicly announce the transactions contemplated hereby promptly following the execution of this Agreement, the text and timing of each Party's announcement to be approved by the other Party in advance, acting reasonably. The Parties shall co-operate in the preparation of presentations, if any, to Sabre Shareholders regarding the Arrangement. A Party must not issue any press release or make any other public statement or disclosure with respect to this Agreement or the Arrangement without the consent of the other Party (which consent shall not be unreasonably withheld or delayed), and a Party must not make any filing with any Governmental Entity with respect to this Agreement or the Arrangement without the consent of the other Party (which consent shall not be unreasonably withheld or delayed); provided that any Party that is required to make disclosure by Law shall use its commercially reasonable efforts to give the other Party prior oral or written notice and a reasonable opportunity to review or comment on the disclosure or filing (other than with respect to confidential information contained in such disclosure or filing). The Party making such disclosure shall give reasonable consideration to any comments made by the other Party or its counsel, and if such prior notice is not possible, shall give such notice immediately following the making of such disclosure or filing.

4.6 Notice and Cure Provisions

- 4.6.1 Each Party shall promptly notify the other Party of the occurrence, or failure to occur, of any event or state of facts which occurrence or failure would, or would be reasonably likely to:
 - (a) cause any of the representations or warranties of such Party contained in this Agreement to be untrue or inaccurate in any respect at any time from the date of this Agreement to the Effective Time;

- (b) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party under this Agreement; or
 - (c) result in the failure to satisfy any of the conditions precedent in favour of the other Party hereto contained in Section 6.1, Section 6.2 and Section 6.3, as the case may be.
- 4.6.2 Notification provided under this Section 4.6 will not affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto) or the conditions to the obligations of the Parties under this Agreement.
- 4.6.3 Minera Alamos may not elect to exercise its right to terminate this Agreement pursuant to Section 8.1.1(d)(i) and Sabre may not elect to exercise its right to terminate this Agreement pursuant to Section 8.1.1(c)(i), unless the Party seeking to terminate the Agreement (the “**Terminating Party**”) has delivered a written notice (“**Termination Notice**”) to the other Party (the “**Breaching Party**”) specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Terminating Party asserts as the basis for the non-fulfillment of the applicable condition precedent or for termination, as applicable. After delivering a Termination Notice, provided the Breaching Party is proceeding diligently to cure such matter and such matter is capable of being cured prior to the Outside Date (with any intentional breach being deemed to be incurable), the Terminating Party may not exercise such termination right until the earlier of (a) the Outside Date, and (b) if such matter has not been cured by the date that is 10 Business Days following receipt of such Termination Notice by the Breaching Party, such date. If the Terminating Party delivers a Termination Notice prior to the date of the Sabre Meeting, unless the Parties agree otherwise, Sabre shall, to the extent permitted by Law, postpone or adjourn the Sabre Meeting to the earlier of (a) five (5) Business Days prior to the Outside Date and (b) the date that is 10 Business Days following receipt of such Termination Notice by the Breaching Party. If such notice has been delivered prior to the making of the application for the Final Order, such application shall be postponed until the expiry of such period. For greater certainty, in the event that such matter is cured within the time period referred to herein, this Agreement may not be terminated as a result of such matter.

ARTICLE 5

ADDITIONAL COVENANTS REGARDING NON-SOLICITATION

5.1 Non-Solicitation

- 5.1.1 Except as expressly provided in this Article 5, Sabre shall not, directly or indirectly, through any officer, director, employee, representative (including any financial or other adviser) or agent of Sabre or of any of its Subsidiaries (collectively “**Representatives**”), or otherwise, and shall not permit any such Person to:
- (a) solicit, initiate, encourage or otherwise facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of Sabre or any Subsidiary or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
 - (b) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than Minera Alamos or any of its affiliates) regarding any

inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal, it being acknowledged and agreed that Sabre may communicate with any Person for purposes of advising such Person of the restrictions in this Agreement or advising such Person that their Acquisition Proposal does not constitute a Superior Proposal or is not reasonably expected to constitute or lead to a Superior Proposal;

- (c) make a Change in Recommendation;
- (d) enter into or publicly propose to enter into any agreement, understanding or arrangement in respect of an Acquisition Proposal (other than a confidentiality and standstill agreement permitted by and in accordance with Section 5.3).

5.1.2 Sabre shall, and shall cause its Subsidiaries and its Representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than Minera Alamos or its affiliates) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal, and in connection with such termination shall no longer provide access to any data room or provide any new disclosure of information, or access to properties, facilities, books and records of Sabre or any of its Subsidiaries outside the Ordinary Course.

5.1.3 Sabre represents and warrants that, since January 1, 2022, Sabre has not waived any confidentiality, standstill or similar agreement to which Sabre or any Subsidiary is a party, and covenants and agrees that (i) Sabre shall take all necessary action to enforce each confidentiality, standstill or similar agreement to which Sabre or any of its Subsidiaries is a party, and (ii) neither Sabre, nor any of its Subsidiaries nor any of their respective Representatives will, without the prior written consent of Minera Alamos (which may be withheld or delayed in Minera Alamos's sole and absolute discretion), release any Person from, or waive, amend, suspend or otherwise modify such Person's obligations respecting Sabre, or any of its Subsidiaries, under any confidentiality, standstill or similar agreement to which Sabre or any of its Subsidiaries is a party (it being acknowledged by Minera Alamos that the automatic termination or release of any standstill restrictions of any such agreements as a result of entering into and announcing this Agreement shall not be a violation of this Section 5.1.3).

5.2 Notification of Acquisition Proposals

If Sabre or any of its Subsidiaries or any of their respective Representatives, receives, or otherwise becomes aware of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information relating to Sabre or any of its Subsidiaries that is made, or that may reasonably be perceived to be made, in connection with an Acquisition Proposal, including but not limited to information, access, or disclosure relating to the properties, facilities, books or records of Sabre or any of its Subsidiaries, Sabre shall immediately notify Minera Alamos, at first orally, and then promptly and in any event within 48 hours in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of its material terms and conditions and the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request, and shall provide Minera Alamos with copies of all documents, correspondence or other material received in respect of, from or on behalf of any such Person. Sabre shall keep Minera Alamos informed on a current basis of the status of developments and (to the extent permitted by Section 5.3) negotiations with respect to such Acquisition Proposal, inquiry,

proposal, offer or request, including any changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request.

5.3 Responding to an Acquisition Proposal

5.3.1 Notwithstanding Section 5.1, if at any time, prior to obtaining the approval by Sabre Shareholders of the Arrangement Resolution, Sabre receives a written Acquisition Proposal, Sabre may engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal, and may provide copies of, access to or disclosure of confidential information, properties, facilities, books or records of Sabre or its Subsidiaries, if and only if:

- (a) the Sabre Board first determines in good faith, after consultation with its financial advisors and its outside legal counsel, that such Acquisition Proposal constitutes or could reasonably be expected to constitute or lead to a Superior Proposal (disregarding for such determination any due diligence or access condition);
- (b) such Person was not restricted from making such Acquisition Proposal pursuant to an existing standstill or similar restriction;
- (c) Sabre has been, and continues to be, in compliance with its obligations under this Article 5;
- (d) prior to providing any such copies, access, or disclosure, Sabre enters into a confidentiality and standstill agreement with such Person having terms that are not less onerous than those set out in the Confidentiality Agreement and any such copies, access or disclosure provided to such Person shall have already been (or simultaneously be) provided to Minera Alamos; and
- (e) Sabre promptly provides Minera Alamos with, prior to providing any such copies, access or disclosure, a true, complete and final executed copy of the confidentiality and standstill agreement referred to in Section 5.3.1(d).

5.3.2 Nothing contained in this Agreement shall prevent the Sabre Board from

- (a) complying with Section 2.17 of National Instrument 62-104 – *Takeover Bids and Issuer Bids* and similar provisions under Securities Laws relating to the provision of a directors' circular in respect of an Acquisition Proposal; or
- (b) calling and/or holding a meeting of Sabre Shareholders requisitioned by Sabre Shareholders in accordance with the CBCA or taking any other action with respect to an Acquisition Proposal to the extent ordered or otherwise mandated by a court of competent jurisdiction in accordance with Law.

5.4 Right to Match

5.4.1 If Sabre receives an Acquisition Proposal that constitutes a Superior Proposal prior to the approval of the Arrangement Resolution by Sabre Shareholders, the Sabre Board may authorize Sabre to, subject to compliance with Section 8.2, enter into a definitive agreement with respect to such Superior Proposal, if and only if:

- (a) the Person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing standstill or similar restriction;

- (b) Sabre has been, and continues to be, in compliance with its obligations under Article 5;
- (c) Sabre has delivered to Minera Alamos a written notice that, following consultation with Sabre's outside legal counsel, the Sabre Board has determined in good faith that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Sabre Board to enter into such definitive agreement with respect to such Superior Proposal, together with a written notice from the Sabre Board regarding the value and financial terms that the Sabre Board, in consultation with its financial advisors, has determined should be ascribed to any non-cash consideration offered under such Superior Proposal (the "**Superior Proposal Notice**");
- (d) Sabre has provided Minera Alamos a copy of the proposed definitive agreement for the Superior Proposal;
- (e) at least six (6) days (the "**Matching Period**") have elapsed from the date that is the later of the date on which Minera Alamos received the Superior Proposal Notice and the date on which Minera Alamos received a copy of the proposed definitive agreement for the Superior Proposal from Sabre;
- (f) during any Matching Period, Minera Alamos has had the opportunity (but not the obligation), in accordance with Section 5.4.2, to offer to amend this Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;
- (g) if Minera Alamos has offered to amend this Agreement and the Arrangement under Section 5.4.2, the Sabre Board has determined in good faith, after consultation with Sabre's outside legal counsel and financial advisors, that such Acquisition Proposal continues to constitute a Superior Proposal compared to the terms of the Arrangement as proposed to be amended by Minera Alamos under Section 5.4.2; and
- (h) prior to or concurrent with entering into such definitive agreement Sabre terminates this Agreement pursuant to Section 8.1.1(c)(ii) and pays the Termination Fee pursuant to Section 9.2.

5.4.2 During the Matching Period: (a) the Sabre Board shall review any offer made by Minera Alamos under Section 5.4.1(f) to amend the terms of this Agreement and the Arrangement in good faith, in consultation with Sabre's outside legal counsel and financial advisors, in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (b) if the Sabre Board determines that such Acquisition Proposal would cease to be a Superior Proposal as a result of such amendment, Sabre shall negotiate in good faith with Minera Alamos to make such amendments to the terms of this Agreement and the Arrangement as would enable Minera Alamos to proceed with the transactions contemplated by this Agreement on such amended terms. If the Sabre Board determines that such Acquisition Proposal would cease to be a Superior Proposal, Sabre shall promptly so advise Minera Alamos and Sabre and Minera Alamos shall amend this Agreement to reflect such offer made by Minera Alamos, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

- 5.4.3 Each successive amendment or modification to any Acquisition Proposal shall constitute a new Acquisition Proposal for the purposes of this Section 5.4, and Minera Alamos shall be afforded a new six (6) day Matching Period from the later of the date on which Minera Alamos received the new Superior Proposal Notice and the date on which Minera Alamos received a copy of the proposed definitive agreement for the new Superior Proposal from Sabre.
- 5.4.4 At Minera Alamos' request, the Sabre Board shall promptly reaffirm the Sabre Board Recommendation by press release after the Sabre Board determines that an Acquisition Proposal is not a Superior Proposal or the Sabre Board determines that a proposed amendment to the terms of this Agreement as contemplated under Section 5.4.2 would result in an Acquisition Proposal no longer being a Superior Proposal. Sabre shall provide Minera Alamos and its outside legal counsel with a reasonable opportunity to review the form and content of any such press release and shall make all reasonable amendments to such press release as requested by Minera Alamos and its outside legal counsel.
- 5.4.5 If Sabre provides a Superior Proposal Notice to Minera Alamos on or after a date that is less than 10 Business Days before the Sabre Meeting, Sabre shall, at Minera Alamos's request, postpone the Sabre Meeting to a date acceptable to both Parties (acting reasonably) that is not more than 10 Business Days after the scheduled date of the Sabre Meeting but before the Outside Date.

5.5 Breach by Subsidiaries and Representatives

- 5.5.1 Without limiting the generality of the foregoing, Sabre shall advise its Subsidiaries and their respective Representatives of the prohibitions set out in this Article 5 and any violation of the restrictions set forth in this Article 5 by Sabre, its Subsidiaries or their respective Representatives is deemed to be a breach of this Article 5 by Sabre.

ARTICLE 6 CONDITIONS

6.1 Mutual Conditions Precedent

- 6.1.1 The Parties are not required to complete the Arrangement unless each of the following conditions is satisfied, which conditions may only be waived, in whole or in part, by the mutual consent of each of the Parties:
- (a) **Arrangement Resolution.** The Arrangement Resolution has been approved and adopted by Sabre Shareholders at the Sabre Meeting in accordance with the Interim Order.
 - (b) **Interim and Final Order.** The Interim Order and the Final Order have both been obtained on terms consistent with this Agreement, and have not been set aside or modified in a manner unacceptable to either Sabre or Minera Alamos, each acting reasonably, on appeal or otherwise.
 - (c) **Consideration Shares.** The Consideration Shares to be issued pursuant to the Arrangement (and all Minera Alamos Shares issuable on the exercise of Replacement Options and Sabre Warrants) shall, subject to customary conditions, have been approved for listing on the TSXV.

- (d) **United States Securities Laws.** The issuance of the Consideration Shares and Replacement Options will be exempt from the registration requirements of the U.S. Securities Act pursuant to the Section 3(a)(10) Exemption.
- (e) **Illegality.** No Law is in effect that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins Sabre or Minera Alamos from consummating the Arrangement.

6.2 Additional Conditions Precedent to the Obligations of Minera Alamos

6.2.1 Minera Alamos is not required to complete the Arrangement unless each of the following conditions is satisfied, which conditions are for the exclusive benefit of Minera Alamos and may only be waived, in whole or in part, by Minera Alamos in its sole discretion:

- (a) **Sabre Debt.** The aggregate debt obligations of Sabre and any of its Subsidiaries and affiliates, on a consolidated basis, including all vendor payables and corporate loans, assuming completion of the debt settlements pursuant to the Debt Settlement Agreements, shall not exceed \$1,000,000, excluding fees and expenses incurred in connection with this Agreement and the Arrangement.
- (b) **Representations and Warranties.** The representations and warranties of Sabre set forth in:
 - (i) Sections 1.1(c) [*Organization and Qualification*] and 1.1(d) [*Authority Relative to this Agreement*] of Schedule D shall be true and correct in all respects as of the date of this Agreement, and as of the Effective Time as if made as at and as of such time; (ii) the representations and warranties of Sabre set forth in Section 1.1(f) [*Capitalization*] of Schedule C shall be true and correct in all material respects as of the date of this Agreement; and (iii) all other representations and warranties of Sabre set forth in this Agreement shall be true and correct in all respects (disregarding for purposes of this Section 6.2.1 any materiality or Material Adverse Effect qualification contained in any such representation or warranty) as of the date of this Agreement, and as of the Effective Time as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all respects as of such date), except in the case of this clause (iii) where the failure to be so true and correct in all respects, individually and in the aggregate, has not had or would not reasonably be expected to have a Material Adverse Effect, and Sabre has delivered a certificate confirming same to Minera Alamos, executed by two (2) senior officers or directors of Sabre (in each case without personal liability) addressed to Minera Alamos and dated the Effective Date.

6.2.2 **Performance of Covenants.** Sabre has fulfilled or complied in all material respects with each of the covenants of Sabre contained in this Agreement to be fulfilled or complied with by it on or prior to the Effective Date, and has delivered a certificate confirming same to Minera Alamos, executed by two (2) senior officers or directors of Sabre (in each case without personal liability) addressed to Minera Alamos and dated the Effective Date.

6.2.3 **Lease in Good Standing.** The Bonanza Lease (i) is in full force and effect, unmodified and in good standing; (ii) there are no disputes relating to the Bonanza Lease; (iii) Bonanza has paid all currently owing and past due rent and all other payments due under

the Bonanza Lease in accordance with the terms of the Bonanza Lease and is not in arrears; and (iv) the Bonanza Lessee is not in default or breach of any provisions under the Bonanza Lease and there exists no state of facts which, with the giving of notice or lapse of time, or both, would constitute a default under the Bonanza Lease, and Angie Patch Survivor's Trust and Daniel Patch Credit Trust, as landlord, has delivered a certificate confirming same addressed to Minera Alamos and dated the Effective Date.

- 6.2.4 **No Legal Action.** There is no action or proceeding pending or threatened by any Person (other than Minera Alamos or its affiliates) in any jurisdiction that is reasonably likely to:
- (a) cease trade, enjoin, prohibit, or impose any limitations, damages or conditions on, Minera Alamos' ability to acquire, hold, or exercise full rights of ownership over, any Sabre Shares, including the right to vote Sabre Shares;
 - (b) prohibit or restrict the Arrangement, or the ownership or operation by Minera Alamos of a material portion of the business or assets of Minera Alamos or any of Minera Alamos' Subsidiaries, Sabre or any of Sabre's Subsidiaries, or compel Minera Alamos to dispose of or hold separate any material portion of the business or assets of Minera Alamos or any of Minera Alamos' Subsidiaries, Sabre or any of Sabre's Subsidiaries as a result of the Arrangement; or
 - (c) prevent or materially delay the consummation of the Arrangement, or if the Arrangement is consummated, have or be reasonably expected to have a Material Adverse Effect.
- 6.2.5 **Material Adverse Effect.** Since the date of this Agreement, there shall not have occurred, or have been disclosed to the public (if previously undisclosed to the public), any change, event, occurrence, effect or circumstance that, individually or in the aggregate with other changes, events, occurrences, effects or circumstances, has had or could reasonably be expected to have, a Material Adverse Effect on Sabre, and Sabre has delivered a certificate confirming same to Minera Alamos, executed by two (2) senior officers or directors of Sabre (in each case without personal liability) addressed to Minera Alamos and dated the Effective Date.
- 6.2.6 **Dissent Rights.** Dissent Rights have not been exercised with respect to more than 5.0% of the issued and outstanding Sabre Shares.
- 6.2.7 **Resignations and No Change of Control Payments.** Sabre shall have received resignations from each director and officer of Sabre and its Subsidiaries, effective as of the Effective Date, against receipt by such Persons of commercially reasonable releases from Sabre and acceptable to Minera Alamos, acting reasonably and except as disclosed in Section 1.1(w) of the Sabre Disclosure Letter, no change of control or similar payments shall become owing by Sabre as a result of the completion of the Arrangement.
- 6.2.8 **Debt Settlement.** The settlement of outstanding debt of Sabre pursuant to the Debt Settlement Agreements shall have been completed immediately prior to the Effective Time and the debtors shall have delivered to Minera Alamos all such documents and deeds as are required to discharge all related security interests as contemplated under the Debt Settlement Agreements.
- 6.2.9 **Title Opinion.** Minera Alamos shall have received the Title Opinion which opinion is in form and substance satisfactory to Minera Alamos, acting reasonably, which opinion Minera Alamos acknowledges will generally be in the form previously issued by

Fennemore Craig. P.C. dated November 20, 2020, a copy of which has been provided in the Sabre Data Room.

- 6.2.10 **Star Royalties Ltd.** Star Royalties Ltd., Sabre, American Bonanza Gold Corp., Bonanza Explorations Inc. and Minera Alamos shall enter into an amending agreement to the gold purchase and sale agreement dated November 11, 2020, as amended on April 29, 2021, June 28, 2021 and October 31, 2023 between Star Royalties Ltd., Sabre, American Bonanza Gold Corp. and Bonanza Explorations Inc. on terms and conditions acceptable to Minera Alamos.

6.3 Additional Conditions Precedent to the Obligations of Sabre

Sabre is not required to complete the Arrangement unless each of the following conditions is satisfied, which conditions are for the exclusive benefit of Sabre and may only be waived, in whole or in part, by Sabre in its sole discretion:

- 6.3.1 **Representations and Warranties.** The representations and warranties of Minera Alamos set forth in: (i) Sections 1.1(b) [*Organization and Qualification*] and 1.1(c) [*Authority Relative to this Agreement*] of **Error! Reference source not found.** shall be true and correct in all respects as of the date of this Agreement, and as of the Effective Time as if made as at and as of such time; (ii) the representations and warranties of Minera Alamos set forth in 1.1(f) [*Capitalization*] of **Error! Reference source not found.** shall be true and correct in all material respects as of the date of this Agreement; and (iii) all other representations and warranties of Minera Alamos set forth in this Agreement shall be true and correct in all respects (disregarding for purposes of this Section 6.3.1 any materiality or Material Adverse Effect qualification contained in any such representation or warranty) as of the date of this Agreement, and as of the Effective Time as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all respects as of such date), except in the case of this clause (iii) where the failure to be so true and correct in all respects, individually and in the aggregate, has not had or would not reasonably be expected to have a Material Adverse Effect, and Minera Alamos has delivered a certificate confirming same to Sabre, executed by two (2) senior officers thereof (in each case without personal liability) addressed to Sabre and dated the Effective Date.
- 6.3.2 **Performance of Covenants.** Minera Alamos has fulfilled or complied in all material respects with each of its covenants contained in this Agreement to be fulfilled or complied with by it on or prior to the Effective Time and Minera Alamos has delivered a certificate confirming same to Sabre, executed by two (2) senior officers thereof (in each case without personal liability) addressed to Sabre and dated the Effective Date.
- 6.3.3 **No Legal Action.** There is no action or proceeding pending or threatened by any Person (other than Sabre or its Subsidiaries) in any jurisdiction that is reasonably likely to:
- (a) cease trade, enjoin, prohibit, or impose any limitations, damages or conditions on, Minera Alamos' ability to issue the Consideration Shares; or
 - (b) prevent or materially delay the consummation of the Arrangement, or if the Arrangement is consummated, have or be reasonably expected to have a Material Adverse Effect.

6.3.4 **Material Adverse Effect.** Since the date of this Agreement, there shall not have occurred, or have been disclosed to the public (if previously undisclosed to the public) any change, event, occurrence, effect or circumstance that, individually or in the aggregate with other changes, events, occurrences, effects or circumstances, has had or could reasonably be expected to have a Material Adverse Effect on Minera Alamos, and Minera Alamos has delivered a certificate confirming same to Sabre, executed by two (2) senior officers thereof (in each case without personal liability) addressed to Sabre and dated the Effective Date.

6.4 Satisfaction of Conditions

The conditions precedent set out in Section 6.1, Section 6.2 and Section 6.3 shall be conclusively deemed to have been satisfied, waived or released when the Certificate of Arrangement is issued by the Director.

ARTICLE 7 INDEMNIFICATION AND INSURANCE

7.1 Insurance

Prior to the Effective Date, Sabre shall purchase customary "tail" policies of directors' and officers' liability insurance providing protection no less favourable in the aggregate to the protection provided by the policies maintained by Sabre and its Subsidiaries which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date and Minera Alamos will, or will cause Sabre and its Subsidiaries to, maintain such tail policies in effect without any reduction in scope or coverage for six years from the Effective Date; provided, that Minera Alamos shall not be required to pay any amounts in respect of such coverage prior to the Effective Time and provided, further that the cost of such policy shall not exceed 300% of Sabre's current annual aggregate premium for policies currently maintained by Sabre or its Subsidiaries.

7.2 Indemnification of Directors and Officers

Minera Alamos agrees that, following the Effective Time, it shall cause Sabre honour all rights to indemnification or exculpation now existing in favour of present and former officers and directors of Sabre and its Subsidiaries to the extent that they are disclosed in Sabre Disclosure Letter, and acknowledges that such rights, to the extent that they are disclosed in Sabre Disclosure Letter or required by Law, shall survive the completion of the Plan of Arrangement and shall continue in full force and effect for a period of not less than six years from the Effective Date.

7.3 Beneficiaries

The provisions of this Article 7 are intended for the benefit of, and shall be enforceable by, each insured or indemnified Person, his or her heirs and his or her legal representatives and, for such purpose, Sabre hereby confirms that it is acting as agent on their behalf. Furthermore, this Article 7 shall survive the Effective Date for a period of six years.

ARTICLE 8 TERM AND TERMINATION

This Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms.

8.1 Termination

8.1.1 This Agreement may be terminated prior to the Effective Time by:

- (a) the mutual written agreement of the Parties; or
- (b) either Sabre or Minera Alamos if:
 - (i) the Required Approval is not obtained at the Sabre Meeting in accordance with the Interim Order, provided that a Party may not terminate this Agreement pursuant to this Section 8.1.1(b)(i) if the failure to obtain the Required Approval has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;
 - (ii) after the date of this Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Arrangement illegal or otherwise permanently prohibits or enjoins Sabre or Minera Alamos from consummating the Arrangement, and such Law has, if applicable, become final and non-appealable, provided the Party seeking to terminate this Agreement pursuant to this Section 8.1.1(b)(ii) has used its commercially reasonable efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; or
 - (iii) the Effective Time does not occur on or prior to the Outside Date, provided that a Party may not terminate this Agreement pursuant to this Section 8.1.1(b)(iii) if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;
- (c) Sabre if:
 - (i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Minera Alamos under this Agreement occurs that would cause any condition in Section 6.3.1 [*Minera Alamos Representations and Warranties Condition*] or Section 6.3.2 [*Minera Alamos Covenants Condition*] not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date in accordance with the terms of Section 4.6.3; provided that Sabre is not then in breach of this Agreement so as to cause any condition in Section 6.2 not to be satisfied;
 - (ii) prior to the approval by Sabre Shareholders of the Arrangement Resolution, Sabre enters into a definitive written agreement with respect to a Superior Proposal (other than a confidentiality agreement permitted by and in accordance with Section 5.3), provided Sabre is then in compliance with Article 5 and that prior to or concurrent with such termination Sabre pays the Termination Fee in accordance with Section 9.2; or

- (iii) a Material Adverse Effect shall have occurred with respect to respect of Minera Alamos.
- (d) Minera Alamos if:
 - (i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Sabre under this Agreement occurs that would cause any condition in Section 6.2.1 [*Sabre Representations and Warranties Condition*] or Section 6.2.2 [*Sabre Covenants Condition*] not to be satisfied, and such breach or failure is incapable of being cured on or prior to the Outside Date or is not cured in accordance with the terms of Section 4.6.3; provided that Minera Alamos is not then in breach of this Agreement so as to cause any condition in Section 6.3 not to be satisfied;
 - (ii) the Sabre Board or any committee of the Sabre Board fails to unanimously recommend or withdraws, amends, modifies or qualifies, publicly proposes or states its intention to do so, or fails to publicly reaffirm (without qualification) within five (5) days after having been requested in writing by Minera Alamos to do so, the Sabre Board Recommendation, or takes no position or a neutral position with respect to an Acquisition Proposal for more than five (5) days after first learning of an Acquisition Proposal (in each case, a “**Change in Recommendation**”), or the Sabre Board or any committee of the Sabre Board resolves or proposes to take any of the foregoing actions;
 - (iii) Sabre breaches Article 5 in any material respect; or
 - (iv) a Material Adverse Effect shall have occurred with respect to respect of Sabre.

8.2 Effect of Termination/Survival

8.2.1 If this Agreement is terminated pursuant to Section 8.1, this Agreement shall become void and of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party to this Agreement, except that this Section 8.3, Section 2.4.8, Section 9.2 through to and including Section 9.15, and the provisions of the Confidentiality Agreements shall survive in accordance with their terms, and provided further that no Party shall be relieved of any liability for any wilful breach by it of this Agreement occurring prior to such termination.

8.2.2 As used in this Section 8.2, “wilful breach” means a breach that is a consequence of an act undertaken by the breaching party with the actual knowledge that the taking of such act would, or would be reasonably expected to, cause a breach of this Agreement.

8.3 Amendments

ARTICLE 9 GENERAL PROVISIONS

9.1.1 This Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Sabre Meeting but not later than the Effective Time, be

amended by mutual written agreement of the Parties, and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) modify any representation or warranty contained in this Agreement or in any document delivered pursuant to this Agreement;
- (c) modify any of the covenants contained in this Agreement and waive or modify performance of any of the obligations of the Parties; and/or
- (d) modify any mutual conditions contained in this Agreement.

9.2 Termination Fee

9.2.1 Despite any other provision in this Agreement relating to the payment of fees and expenses, including the payment of brokerage fees, if a Termination Fee Event occurs, Sabre shall pay the Termination Fee to Minera Alamos, in each case in accordance with Section 9.2.3.

9.2.2 For the purposes of this Agreement, “**Termination Fee**” means \$600,000, and “**Termination Fee Event**” means the termination of this Agreement:

- (a) by Minera Alamos, pursuant to Section 8.1.1(d)(ii) [*Change in Recommendation*] or Section 8.1.1(d)(iii) [*Breach of Article 5*];
- (b) by Sabre pursuant to 8.1.1(c)(ii) [*Superior Proposal*]; or
- (c) by Sabre or Minera Alamos pursuant to Section 8.1.1(b)(i) [*Failure of Shareholders to Approve*] or Section 8.1.1(b)(iii) [*Effective Time not prior to Outside Date*] if:
 - (i) prior to such termination, an Acquisition Proposal is made or publicly announced by any Person other than Minera Alamos or any of its affiliates or any Person (other than Minera Alamos or any of its affiliates) shall have publicly announced an intention to do so; and
 - (ii) within 12 months following the date of such termination, an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (i) above) is consummated.

For purposes of the foregoing, the term “Acquisition Proposal” shall have the meaning assigned to such term in Section 1.1, except that references to “20% or more” shall be deemed to be references to 50% or more.

9.2.3 The Termination Fee shall be paid by Sabre as follows, by wire transfer of immediately available funds:

- (a) if a Termination Fee Event occurs due to a termination of this Agreement described in Section 9.2.2(a), within two (2) Business Days of the occurrence of such Termination Fee Event;
- (b) if a Termination Fee Event occurs due to a termination of this Agreement described in Section 9.2.2(b), concurrently with such termination;

- (c) if a Termination Fee Event occurs due to a termination of this Agreement described in 9.2.2(c), on the consummation of the Acquisition Proposal referred to in Section 9.2.2(c).

9.2.4 Sabre acknowledges that the agreements contained in this Section 9.2 are an integral part of the transactions contemplated by this Agreement, and that without these agreements Minera Alamos would not enter into this Agreement, and that the amounts set out in this Section 9.2 represent liquidated damages which are a genuine pre-estimate of the damages, including opportunity costs, which Minera Alamos will suffer or incur as a result of the event giving rise to such damages and resultant termination of this Agreement, and is not a penalty. Sabre irrevocably waives any right it may have to raise as a defense that any such liquidated damages are excessive or punitive.

9.2.5 The Parties agree that the payment of the Termination Fee pursuant to this Section 9.2 is the sole and exclusive monetary remedy of Minera Alamos as a result of the occurrence of any of the events referred to in this Section 9.2. Subject to the immediately preceding sentence, nothing in this Agreement shall preclude a Party from seeking damages in respect of losses incurred or suffered by such Party as a result of any breach of this Agreement by the other Party, seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or the Confidentiality Agreement or otherwise, or seeking specific performance of any of such covenants or agreements, without the necessity of posting bond or security in connection therewith.

9.2.6 In the event that this Agreement is validly terminated by Sabre pursuant to Section 8.1.1(c)(i) [*Minera Alamos Breach of Representations, Warranties or Covenants*] at a time when Minera Alamos was not otherwise entitled to terminate this Agreement pursuant to Section 8.1.1(d) [*Change in Recommendation or Breach of Non-Solicitation*], Minera Alamos shall reimburse Sabre for all reasonable and documented expenses incurred by Sabre in connection with this Agreement and the transactions contemplated hereby, provided that such reimbursement shall be limited to a maximum of \$250,000. Any reimbursement of expenses paid pursuant to this paragraph shall be paid in cash by wire transfer of immediately available funds, within two business days following the valid termination of this Agreement by Sabre.

9.3 Expenses

9.3.1 Except as provided in Section 9.2, all out-of-pocket third party transaction expenses incurred in connection with this Agreement and the Plan of Arrangement, including all costs, expenses and fees of Sabre incurred prior to or after the Effective Date in connection with, or incidental to, the Plan of Arrangement, shall be paid by the Party incurring such expenses, whether or not the Arrangement is consummated.

9.3.2 Except as disclosed in the Sabre Disclosure Letter, Sabre confirms that no broker, finder or investment banker is or will be entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement.

9.4 Notices

9.4.1 Any notice, direction or other communication given pursuant to this Agreement (each a "**Notice**") must be in writing, sent by hand delivery, courier or email and is deemed to be given and received: (i) on the date of delivery by hand or courier if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in the place of receipt), and

otherwise on the next Business Day; or (ii) if sent by email on the date of transmission if it is a Business Day and transmission was made prior to 5:00 p.m. (local time in the place of receipt) and otherwise on the next Business Day, in each case to the Parties at the following addresses (or such other address for a Party as specified by like Notice):

(a) to Sabre at:

110 Yonge Street, Suite 1601
Toronto, ON M5C 2T4
Attention: Andrew Elinesky, President & Chief Executive Officer
E-mail: andrew@sabre.gold

with a copy to:

Peterson McVicar LLP
110 Yonge Street, Suite 1601
Toronto, ON M5C 2T4
Attention: James McVicar
E-mail: jmccvicar@petelaw.com

(b) to Minera Alamos at: 55 York Street

Suite 402
Toronto, ON M5J 1R7
Attention: Darren Koningen, President & Chief Executive Officer
E-mail: dkoningen@mineraalamos.com

with a copy to:

Gowling WLG (Canada) LLP
100 King St W Suite 1600
Toronto, ON M5X 1G5
Attention: Ian Mitchell
E-mail: ian.mitchell@gowlingwlg.com

Rejection or other refusal to accept, or inability to deliver because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver. Sending a copy of a Notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that Party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a Party.

9.5 Time of the Essence

9.5.1 Time is of the essence in this Agreement.

9.6 Injunctive Relief

9.6.1 The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed by a Party in accordance with their specific terms or were otherwise breached by a Party. It is accordingly agreed that each Party shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to

enforce compliance with the terms of this Agreement against the other Parties without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which a Party may be entitled at law or in equity.

9.7 Third Party Beneficiaries

- 9.7.1 Except as provided in Article 7, which, without limiting its terms, is intended as stipulations for the benefit of the third parties mentioned in such provisions (such third parties referred to in this Section 9.7 as the “**Indemnified Persons**”), the Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties and that no Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.
- 9.7.2 Despite the foregoing, Minera Alamos acknowledges to each of the Indemnified Persons their direct rights against it under Article 7 of this Agreement, which is intended for the benefit of, and shall be enforceable by, each Indemnified Person, his or her heirs and his or her legal representatives, and for such purpose, Sabre confirms that it is acting as trustee on their behalf, and agrees to enforce such provision on their behalf. The Parties reserve their right to vary or rescind the rights at any time and in any way whatsoever, if any, granted by or under this Agreement to any Person who is not a Party, without notice to or consent of that Person, including any Indemnified Person.

9.8 Waiver

- 9.8.1 No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party’s failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

9.9 Entire Agreement

- 9.9.1 This Agreement, together with the Confidentiality Agreement, constitutes the entire agreement between Sabre, on one hand, and Minera Alamos, on the other hand, with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between Sabre, on one hand, and Minera Alamos, on the other hand, including the letter of intent dated September 5, 2024. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between Sabre, on one hand, and Minera Alamos, on the other hand in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. Sabre, on one hand, and Minera Alamos, on the other hand, have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

9.10 Successors and Assigns

- 9.10.1 This Agreement becomes effective only when executed by Sabre and Minera Alamos. After that time, it will be binding upon and enure to the benefit of Sabre and Minera Alamos and their respective successors and permitted assigns.

9.10.2 Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Party, provided however that Minera Alamos (or any permitted assign of Minera Alamos) may, at any time, assign its rights and obligations under this Agreement without such consent to an affiliate of Minera Alamos if such assignee delivers an instrument in writing confirming that it is bound by and shall perform all of the obligations of the assigning party under this Agreement as if it were an original signatory and provided further that the assigning party shall not be relieved of its obligations hereunder.

9.11 Severability

9.11.1 If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

9.12 Governing Law

9.12.1 This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

9.12.2 Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts situated in the City of Toronto and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

9.13 Rules of Construction

9.13.1 The Parties to this Agreement waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the party drafting such agreement or other document.

9.14 No Liability

9.14.1 No director or officer of Minera Alamos or any of its Subsidiaries shall have any personal liability whatsoever to Sabre under this Agreement or any other document delivered on behalf of Minera Alamos or any of its Subsidiaries under this Agreement. No director or officer of Sabre or any of its Subsidiaries shall have any personal liability whatsoever to Minera Alamos under this Agreement or any other document delivered on behalf of Sabre or any of its Subsidiaries under this Agreement.

9.15 Counterparts

9.15.1 This Agreement may be executed in any number of counterparts (including counterparts delivered by email) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Signature pages follow.]

IN WITNESS WHEREOF the Parties have executed this Agreement.

MINERA ALAMOS INC.

By: (signed) "Darren Koningen"
Name: Darren Koningen
Title: CEO and Director

SABRE GOLD MINES CORP.

By: (signed) "Andrew Elinesky"
Name: Andrew Elinesky
Title: President and CEO

16474471 CANADA INC.

By: (signed) "Andrew Elinesky"
Name: Andrew Elinesky
Title: Director

**SCHEDULE A
PLAN OF ARRANGEMENT UNDER SECTION 192
OF THE CANADA BUSINESS CORPORATIONS ACT**

**ARTICLE 1
INTERPRETATION**

Section 1.1 Definitions

Where used in this Plan of Arrangement, the following terms shall have the following meanings (and grammatical variations of such terms shall have corresponding meanings):

“**Amalco**” has the meaning specified in Section 2.3(7).

“**Amalco Sub**” means 16474471 Canada Inc.

“**Amalgamation**” has the meaning specified in Section 2.3(7).

“**Applicants**” means, collectively, Sabre and Amalco Sub.

“**Arrangement**” means the arrangement under Section 192 of the CBCA in accordance with the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of Sabre and Minera Alamos, each acting reasonably.

“**Arrangement Agreement**” means the arrangement agreement dated as of October 28, 2024 among Minera Alamos, Sabre and Amalco Sub (including the schedules thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms.

“**Arrangement Resolution**” means the special resolution approving this Plan of Arrangement to be considered at the Meeting, substantially in the form of Schedule B to the Arrangement Agreement.

“**Articles of Arrangement**” means the articles of arrangement of the Applicants in respect of the Arrangement, required by the CBCA to be sent to the Director after the Final Order is made, which shall include the Plan of Arrangement and otherwise be in a form and content satisfactory to Sabre and Minera Alamos, each acting reasonably.

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario.

“**CBCA**” means the *Canada Business Corporations Act*.

“**Certificate of Arrangement**” means the certificate of arrangement to be issued by the Director pursuant to Subsection 192(7) of the CBCA in respect of the Articles of Arrangement.

“**Circular**” means the notice of the Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto, to be sent to each Shareholder and other Persons as required by the Interim Order and Law in connection with the Meeting, as amended, modified or supplemented from time to time in accordance with the terms of the Arrangement Agreement.

“Consideration” means, for each Share, 0.693 of a Minera Alamos Share.

“Consideration Shares” means the Minera Alamos Shares to be issued as Consideration pursuant to the Arrangement.

“Court” means the Ontario Superior Court of Justice (Commercial List), or other court as applicable.

“Debtholders” means, collectively, Brayon Capital Corporation, Star Royalties Ltd. and Trans Oceanic Mineral Company Limited.

“Depository” means such Person as Minera Alamos may appoint to act as depository for Shares in relation to the Arrangement, with the approval of Sabre, acting reasonably.

“Director” means the Director appointed pursuant to Section 260 of the CBCA.

“Dissent Rights” has the meaning specified in Section 3.1.

“Dissenting Holder” means a registered Shareholder who has validly exercised its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Shares in respect of which Dissent Rights are validly exercised by such holder.

“DRS Advice” has the meaning specified in Section 4.1(2).

“DSUs” means the outstanding deferred share units of Sabre granted pursuant to the Omnibus Incentive Plan.

“Effective Date” means the date shown on the Certificate of Arrangement.

“Effective Time” means 12:01 a.m. (Toronto time) on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date.

“Exchange Ratio” means 0.693.

“Final Order” means the final order of the Court, after being informed of the intention of the Parties to rely upon the Section 3(a)(10) Exemption with respect to the Consideration Shares and Replacement Options issued pursuant to the Arrangement, in a form acceptable to Sabre and Minera Alamos, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both Sabre and Minera Alamos, each acting reasonably) at any time prior to the Effective Time or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both Sabre and Minera Alamos, each acting reasonably) on appeal.

“Governmental Entity” means any: (i) multinational, federal, provincial, state, territorial, municipal, local or other governmental or public department, regulatory authority, central bank, court, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, and includes the Securities Authorities, (ii) any subdivision or authority of any of the foregoing, (iii) any quasi-governmental, self-regulatory organization or private body exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above, including the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Investment Regulatory Organization (CIRO) and any other regulatory body, or (iv) any arbitrator exercising jurisdiction over the affairs of the applicable person, asset, obligation or other matter.

“Incentive Compensation Plans” means the Legacy Option Plan and the Omnibus Incentive Plan.

“Incentive Securities” means, collectively, the Options, the RSUs and the DSUs.

“Interim Order” means the order made after the application to the Court pursuant to subsection 192 of the CBCA, after being informed of the intention of the Parties to rely upon the Section 3(a)(10) Exemption with respect to the Consideration Shares and Replacement Options issued pursuant to the Arrangement, in a form acceptable to Sabre and Minera Alamos, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as such order may be amended by the Court with the consent of Sabre and Minera Alamos, each acting reasonably.

“Law” means, with respect to any Person, any and all applicable laws, including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions or rulings of (or issued by) any Governmental Entity that is binding on or affecting such Person, and to the extent they have the force of law, all policies or guidelines of any Governmental Entity.

“Legacy Option Plans” means Sabre’s stock option plan and Golden Predator Mining Corp.’s stock option plan.

“Letter of Transmittal” means the letter of transmittal sent to the Shareholders for use in connection with the Arrangement.

“Lien” means any mortgage, charge, pledge, hypothec, security interest, international interest, prior claim, encroachments, option, right of first refusal or first offer, occupancy right, covenant, assignment, lien (statutory or otherwise), defect of title, or restriction or adverse right or claim, or other third-party interest or encumbrance of any kind, in each case, whether contingent or absolute.

“Meeting” means the special meeting of the Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and for any other purpose as may be set out in the Circular and agreed to in writing by Minera Alamos.

“Minera Alamos” means Minera Alamos Inc., a corporation governed by the laws of the Province of Ontario.

“Minera Alamos Shares” the common shares in the share capital of Minera Alamos.

“Omnibus Incentive Plan” means Sabre’s omnibus long-term incentive plan (as amended from time to time).

“Options” means the stock options of Sabre granted pursuant to (i) the Omnibus Incentive Plan and (ii) the Legacy Option Plans.

“Parties” means Sabre and Minera Alamos and **“Party”** means any one of them.

“Person” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

“Plan of Arrangement” means this plan of arrangement proposed under Section 192 of the CBCA, subject to any amendments or variations to this plan made in accordance with the Arrangement Agreement and this plan or made at the direction of the Court in the Final Order with the prior written consent of Sabre and Minera Alamos, each acting reasonably.

“**Replacement Option**” has the meaning specified in Section 2.3(4).

“**RSUs**” means the outstanding restricted share units of Sabre granted pursuant to the Omnibus Incentive Plan.

“**Sabre**” means Sabre Gold Mines Corp., a corporation existing under the federal laws of Canada.

“**Section 3(a)(10) Exemption**” means the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof.

“**Securities Authority**” means the Ontario Securities Commission and any other applicable securities commissions or securities regulatory authority of a province or territory of Canada, the Toronto Stock Exchange and the TSX Venture Exchange.

“**Securityholders**” means, collectively, the Shareholders and the holders of Incentive Securities.

“**Shareholders**” means the registered or beneficial holders of the Shares, as the context requires.

“**Shares**” means the common shares in the share capital of Sabre.

“**Tax Act**” means the *Income Tax Act* (Canada).

“**Taxes**” means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, provincial sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers’ compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended and the rules and regulations promulgated thereunder.

“**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

Section 1.2 Certain Rules of Interpretation

In this Plan of Arrangement, unless otherwise specified:

- (1) **Headings, etc.** The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Plan of Arrangement.

- (2) **Currency.** All references to dollars or to \$ are references to Canadian dollars. In the event that any amounts are required to be converted from a foreign currency to Canadian dollars or vice versa, such amounts shall be converted using the most recent closing exchange rate of The Bank of Canada available before the relevant calculation date.
- (3) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number only include the plural and *vice versa*.
- (4) **Certain Phrases and References, etc.** The words (i) “including”, “includes” and “include” mean “including (or includes or include) without limitation”, and “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of,”. Unless stated otherwise, “Article” and “Section”, followed by a number or letter mean and refer to the specified Article or Section of this Plan of Arrangement. The terms “Plan of Arrangement”, “hereof”, “herein” and similar expressions refer to this Plan of Arrangement (as it may be amended, modified or supplemented from time to time) and not to any particular article, section or other portion hereof and include any instrument supplementary or ancillary hereto.
- (5) **Statutes.** Any reference to a Law refers to such Law and all rules and regulations made under it, as it or they may have been or may from time to time be amended, consolidated, replaced or re-enacted, unless stated otherwise.
- (6) **Computation of Time.** If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Plan of Arrangement, then the first day of the period is not counted, but the day of its expiry is counted. Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day.
- (7) **Time References.** References to time are to local time, Toronto, Ontario.

ARTICLE 2 THE ARRANGEMENT

Section 2.1 Arrangement Agreement

This Plan of Arrangement constitutes an arrangement under Section 192 of the CBCA and is made pursuant the provisions of the Arrangement Agreement.

Section 2.2 Binding Effect

This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, will become effective, and be binding on Minera Alamos, Sabre, Amalco Sub, all Debtholders, all Shareholders (including Dissenting Holders), all holders of Incentive Securities, the registrar and transfer agent of Sabre, the Depositary and all other Persons at and after the Effective Time, without any further act or formality required on the part of any Person, except as expressly provided in this Plan of Arrangement.

Section 2.3 Arrangement

Pursuant to the Arrangement, each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality, in each case, unless stated otherwise, effective at one-minute intervals starting at the Effective Time:

- (1) each outstanding Share held by a Dissenting Holder in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further action by or on behalf of the holder thereof to Sabre, and:
 - (a) such Dissenting Holder shall cease to be the holder of such Share and to have any rights as a Shareholder, other than the right to be paid the fair value of its Shares by Sabre (using Sabre's own cash not cash or other funds provided directly or indirectly by Minera Alamos) in accordance with Section 3.1 less any applicable withholdings pursuant to Section 4.5; and
 - (b) such Dissenting Holder's name shall be removed from the register of holders of Shares maintained by or on behalf of Sabre;
- (2) In accordance with and subject to this Plan of Arrangement and notwithstanding anything contrary in the Incentive Compensation Plans or any applicable grant letter or agreement, employment agreement or any resolution or determination of the Sabre board of directors (or any committee thereof), at the Effective Time, the Incentive Securities identified below shall be treated as follows:
 - (a) each outstanding RSU at the Effective Time, whether vested or unvested, shall be deemed to be vested to the fullest extent and shall be redeemed and cancelled without any further authorization, act or formality, and in consideration Sabre shall allot and issue from treasury to the holders of such redeemed RSUs such number of fully-paid Shares as is equal to the number of Shares underlying such redeemed RSUs under the terms of the Omnibus Incentive Plan (less any amounts withheld in accordance with this Plan of Arrangement);
 - (b) each holder of a DSU shall resign from, and shall be deemed to have immediately resigned from, the Sabre board of directors and the board of directors of any affiliate of Sabre;
 - (c) following the resignation of the holders of DSUs in accordance with Section 2.3(2)(b), all of the issued and outstanding DSUs shall immediately vest, and upon such vesting shall immediately be redeemed and cancelled without any further authorization, act or formality, and in consideration Sabre shall allot and issue from treasury to each holder of DSUs such number of fully-paid Shares as is equal to the number of Shares underlying such redeemed DSUs under the terms of the Omnibus Incentive Plan (less any amounts withheld in accordance with this Plan of Arrangement); and
- (3) each outstanding Share (other than (i) Shares held by any Dissenting Holder who has validly exercised such holder's Dissent Rights) shall be transferred without any further action by or on behalf of the holder thereof, to Minera Alamos in exchange for the Consideration, less any applicable withholdings pursuant to Section 4.5, and:
 - (a) the holder of each such Share shall cease to be the holder thereof and to have any rights as a Shareholder other than the right to receive the Consideration in accordance with this Plan of Arrangement;
 - (b) such holder's name shall be removed from the register of holders of Shares maintained by or on behalf of Sabre; and

- (c) Minera Alamos shall be recorded in the register of holders of Shares maintained by or on behalf of Sabre as the holder of the Shares so transferred, and shall be deemed to be the legal and beneficial owner thereof.
- (4) each Option that is outstanding immediately prior to the Effective Time shall be surrendered and the holder thereof shall receive in exchange therefor an equivalent option (each, a “**Replacement Option**”) to purchase from Minera Alamos the number of Minera Alamos Shares (rounded down to the nearest whole share) equal to: (A) the Exchange Ratio multiplied by (B) the number of Shares subject to such Option immediately prior to the Effective Time. Such Replacement Option shall provide for an exercise price per Minera Alamos Share (rounded up to the nearest whole cent) equal to: (X) the exercise price per Share purchasable pursuant to the relevant Option, divided by (Y) the Exchange Ratio. All terms and conditions of a Replacement Option, including the term to expiry and conditions to and manner of exercising, will be the same as the Option for which it was exchanged, and such Replacement Option shall be issued pursuant to the equity incentive plan of Minera Alamos in effect as of the Effective Time. Notwithstanding the foregoing, if required, the exercise price of each Replacement Option will be increased such that (A) the excess (if any) of the aggregate fair market value of the Minera Alamos Shares issuable under the Replacement Option immediately following the exchange over (B) the aggregate exercise price of such Replacement Option otherwise determined does not exceed (C) the excess (if any) of the aggregate fair market value of the Shares issuable under the corresponding Option immediately before the exchange over (D) the aggregate exercise price of such Option, such that the exchange complies with the requirements of paragraph 7(1.4)(c) of the Tax Act, and any such adjustment will be made *nunc pro tunc*;
- (5) upon the issuance of the Replacement Options, each holder of Options will cease to have any rights as a holder of Options other than the right to receive the consideration contemplated by Section 2.3(4);
- (6) immediately following the preceding step, to the extent that written notice to that effect is provided by Minera Alamos to Sabre at least three (3) business days prior to the Effective Date, the stated capital of the Shares shall be reduced, without distribution, to an amount as determined by Minera Alamos and indicated in such written notice, and an amount equal to the amount of the reduction of the stated capital shall be transferred and credited to the contributed surplus account of Sabre; and
- (7) Sabre and Amalco Sub shall be amalgamated (the “**Amalgamation**”) and continued as one corporation (“**Amalco**”) under the CBCA in accordance with the following:
- (a) **Name.** The Name of Amalco shall be “Sabre Gold Mines Corp.”
- (b) **Registered Office.** The registered office of Amalco shall be located in the City of Toronto in the Province of Ontario. The address of the registered office of Amalco shall be 55 York St, Suite 402, Toronto, ON, M5J 1R7.
- (c) **Restrictions on Business.** None.
- (d) **Articles.** The articles of Sabre prior to the Amalgamation shall be deemed to be the articles of amalgamation of Amalco.
- (e) **Restrictions on Transfer.** None.
- (f) **Number of Directors.** Amalco shall have a minimum of one director and a maximum of 10 directors, until changed in accordance with the CBCA.

- (g) **First Directors.** The first directors of Amalco shall be Darren Koningen.
- (h) **Shares.** All shares of Amalco Sub shall be cancelled without any repayment of capital in respect thereof; no shares will be issued by Amalco in connection with the Amalgamation and all shares of Sabre prior to the Amalgamation shall be unaffected and shall continue as shares of Amalco.
- (i) **Stated Capital.** The stated capital account of the shares of Amalco will be equal to the stated capital account in respect of the Shares immediately prior to the Amalgamation.
- (j) **By-laws.** The by-laws of Amalco shall be the same as those of the Sabre implemented immediately prior to the Amalgamation.
- (k) **Effect of Amalgamation.** The provisions of subsection 186(a) to (g) of the CBCA shall apply to the Amalgamation with the result that:
 - (i) the amalgamation of the amalgamating corporations and their continuance as one corporation becomes effective;
 - (ii) the property of each amalgamating corporation continues to be the property of the amalgamated corporation;
 - (iii) the amalgamated corporation continues to be liable for the obligations of each amalgamating corporation;
 - (iv) an existing cause of action, claim or liability to prosecution is unaffected;
 - (v) a civil, criminal or administrative action or proceeding pending by or against an amalgamating corporation may be continued to be prosecuted by or against the amalgamated corporation;
 - (vi) a conviction against, or ruling, order or judgment in favour of or against, an amalgamating corporation may be enforced by or against the amalgamated corporation; and
 - (vii) the Articles of Arrangement are deemed to be the articles of incorporation of the amalgamated corporation and the Certificate of Arrangement is deemed to be the certificate of incorporation of the amalgamated corporation.

ARTICLE 3 DISSENT RIGHTS

Section 3.1 Dissent Rights

- (1) Registered holders of Shares may exercise dissent rights ("**Dissent Rights**") in connection with the Arrangement pursuant to and in the manner set forth in Section 190 of the CBCA, as modified by the Interim Order, the Final Order and this Section 3.1, provided that, notwithstanding Subsection 190(5) of the CBCA, the written objection to the Arrangement Resolution referred to in Subsection 190(5) of the CBCA must be received by Sabre at its registered office no later than 10:00 a.m. (local time in place of receipt) two (2) Business Days immediately preceding the date of the Meeting (as it may be adjourned or postponed from time to time).

- (2) Each Dissenting Holder who duly exercises Dissent Rights shall be deemed to have transferred the Shares held by such holder to Sabre, as provided in Section 2.3(1), and if such holder:
 - (a) is ultimately entitled to be paid fair value for such Shares, shall be entitled to be paid the fair value of such Shares by Sabre (using Sabre's own cash not cash or other funds provided directly or indirectly by Minera Alamos), less any applicable withholdings, which fair value, notwithstanding anything to the contrary in Part XV of the CBCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Shares; or
 - (b) is ultimately not entitled, for any reason, to be paid the fair value for such Shares, shall be deemed to have participated in the Arrangement on the same basis as Shareholders who have not exercised Dissent Rights in respect of such Shares and shall be entitled to receive the Consideration to which Shareholders who have not exercised Dissent Rights are entitled under Section 2.3(3) hereof, less any applicable withholdings.

Section 3.2 Recognition of Dissenting Holders

- (1) In no case shall Sabre, Minera Alamos or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Shares in respect of which such rights are sought to be exercised.
- (2) In no case shall Sabre, Minera Alamos or any other Person be required to recognize any holder of Shares who exercises Dissent Rights as a holder of such Shares after the Effective Time.
- (3) Shareholders who withdraw, or are deemed to withdraw, their right to exercise Dissent Rights shall be deemed to have participated in the Arrangement, as of the Effective Time, and shall be entitled to receive the Consideration to which Shareholders who have not exercised Dissent Rights are entitled under Section Section 3.1 hereof, less any applicable withholdings.
- (4) In addition to any other restrictions under Section 190 of the CBCA, none of the following shall be entitled to exercise Dissent Rights: (a) holders of Incentive Securities (in their capacity as holders of Incentive Securities), and (b) Shareholders who vote or have instructed a proxyholder to vote Shares in favour of the Arrangement Resolution.

ARTICLE 4 CERTIFICATES AND PAYMENTS

Section 4.1 Delivery of Consideration

- (1) Prior to the filing of the Articles of Arrangement, Minera Alamos shall deposit, or arrange to be deposited in escrow, with the Depositary, for the benefit of Shareholders (other than the Dissenting Holders and Minera Alamos or its affiliates), sufficient Consideration Shares to satisfy the Consideration payable to the Shareholders in accordance with Section 2.3(3), which shall be held by the Depositary in escrow as agent and nominee for such former Shareholders for distribution to such former Shareholders in accordance with the provisions of this Section 4.1.
- (2) Upon surrender to the Depositary of a direct registration statement (DRS) advice (a "**DRS Advice**") or a certificate which immediately prior to the Effective Time represented outstanding Shares that were transferred pursuant to Section 2.3(3), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary

may reasonably require, the Shareholders represented by such surrendered DRS Advice or certificate shall, upon the effectiveness of Section 2.3(3), be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, a certificate or DRS Advice representing the Consideration Shares which such holder has the right to receive under this Plan of Arrangement for such Shares, less any amounts withheld pursuant to Section 4.3, and any DRS Advice or certificate so surrendered shall forthwith be cancelled.

- (3) Until surrendered as contemplated by this Section 4.1, each DRS Advice or certificate that immediately prior to the Effective Time represented Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender the Consideration Shares which the holder is entitled to receive in lieu of such DRS Advice or certificate as contemplated in this Section 4.1, less any amounts withheld pursuant to Section 4.3. Any such DRS Advice or certificate formerly representing Shares not duly surrendered on or before the sixth (6th) anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of Shares of any kind or nature against or in Sabre or Minera Alamos. On such date, all Consideration Shares to which such former holder was entitled shall be deemed to have been surrendered to Minera Alamos, and shall be returned by the Depositary to Minera Alamos for cancellation.
- (4) No holder of Shares, Options, DSUs or RSUs shall be entitled (following the completion of the Plan of Arrangement) to receive any consideration with respect to such Shares, Options, DSUs or RSUs other than the applicable consideration which such holder is entitled to receive in accordance with Section 2.3 and this Section 4.1 and, for greater certainty, no such holder shall be entitled to receive any interest, dividends, premium or other payment in connection therewith, other than, in respect of Shares, any declared but unpaid dividends with a record date prior to the Effective Date.
- (5) All dividends and distributions made after the Effective Time with respect to any Consideration Shares allotted and issued pursuant to this Arrangement but for which a certificate or DRS Advice has not been issued shall be paid or delivered to the Depositary to be held by the Depositary in trust for the registered holder of such Consideration Shares. All monies received by the Depositary shall be invested by it in interest-bearing trust accounts upon such terms as the Depositary may reasonably deem appropriate. Subject to this Section 4.1(5), the Depositary shall pay and deliver to any such registered holder, as soon as reasonably practicable after application therefor is made by the registered holder to the Depositary in such form as the Depositary may reasonably require, such distributions and any interest thereon to which such holder is entitled, net of any applicable withholding and other Taxes.

Section 4.2 Deemed Fully Paid and Non-Assessable Shares

All Consideration Shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares.

Section 4.3 No Fractional Shares

No fractional Consideration Shares or cash payment in lieu thereof shall be issued upon the exchange of Shares pursuant to Section 2.3(3) and Section 4.1. The number of Minera Alamos Shares to be issued to a Shareholder pursuant to Section 2.3(3) and Section 4.1 shall be rounded down to the nearest whole Minera Alamos Share in the event that a Shareholder would otherwise be entitled to a fractional share representing less than a whole Minera Alamos Share.

Section 4.4 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Shares that were transferred pursuant to Section 2.3 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed and who was listed immediately prior to the Effective Time as the registered holder thereof on the register of holders of Shares maintained by or on behalf of Sabre, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, the Consideration Shares which such holder is entitled to receive for such Shares under this Plan of Arrangement in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such payment is to be delivered shall, as a condition precedent to the delivery of such Consideration Shares, give a bond satisfactory to Minera Alamos and the Depositary (each acting reasonably) in such amount as Minera Alamos may direct, or otherwise indemnify Sabre, the Depositary and Minera Alamos in a manner satisfactory to Sabre, the Depositary and Minera Alamos (each acting reasonably), against any claim that may be made against Sabre, the Depositary or Minera Alamos with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4.5 Withholding Rights

Each of Minera Alamos, Sabre, the Depositary, and their respective agents, as applicable, (in this Section 4.5, the "payor"), shall each be entitled to deduct and withhold from any Consideration or other amount payable (whether in cash or in kind) or otherwise deliverable to any holder or former holder of Shares, Incentive Securities or other securities (including any payment to a Shareholder who validly exercised their Dissent Rights) such amounts as the payor is required to deduct or withhold therefrom under any applicable Law in respect of Taxes. For the purposes of this Plan of Arrangement, all such deducted or withheld amounts shall be treated as having been paid to the Person in respect of which such deduction or withholding was made on account of the obligation to make payment to such Person hereunder, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Entity when required by Law by, or on behalf of, the payor. The payor is hereby authorized to sell or otherwise dispose of, on behalf of such Person in respect of which a deduction or withholding was made, such portion of any Shares or other security deliverable to such Person as is necessary to provide sufficient funds (after deducting commissions payable, fees and other costs and expenses) to the payor to enable it to comply with such deduction or withholding requirement and the payor shall notify such person and remit the applicable portion of the net proceeds of such sale to the appropriate Governmental Entity and, if applicable, any portion of such net proceeds (after deduction of all fees, commissions or costs in respect of such sale) that is not required to be so remitted shall be paid to such Person. Any such sale will be made in accordance with applicable Laws and at prevailing market prices and the payor shall not be under any obligation to obtain a particular price for the Share or other security, as applicable, so sold. Neither the payor, nor any other Person will be liable for any loss arising out of any sale under this Section 4.5.

Section 4.6 No Liens

Any exchange or transfer of securities deemed or otherwise, in accordance with this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

Section 4.7 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Shares and Incentive Securities issued or outstanding prior to the Effective Time, (b) the rights and obligations of the Securityholders, Sabre, Minera Alamos, the Depositary, and any registrar or transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this

Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Shares or Incentive Securities shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 5 AMENDMENTS

Section 5.1 Amendments

- (1) Minera Alamos and Sabre, on its behalf and on behalf of Amalco Sub, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must (a) be set out in writing, (b) be approved by Sabre and Minera Alamos, each acting reasonably, (c) be filed with the Court and, if made following the Meeting, approved by the Court, and (d) be communicated to the Securityholders if and when required by the Court.
- (2) Notwithstanding Section 5.1(1), Minera Alamos and Sabre, on its behalf and on behalf of Amalco Sub, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time without the approval of the Court or the Securityholders, provided that each such amendment, modification and/or supplement (a) must concern a matter which, in the reasonable opinion of each of Sabre and Minera Alamos, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement, and (b) is not adverse to the economic interests of any Securityholders.
- (3) Subject to Section 5.1(2), any amendment, modification and/or supplement to this Plan of Arrangement may be proposed by Sabre or Minera Alamos at any time prior to or at the Meeting (provided that Sabre or Minera Alamos, as applicable, shall have consented thereto in writing) with or without any other prior notice or communication to the Shareholders, and if so proposed and accepted by the Persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- (4) Subject to Section 5.1(2), Sabre and Minera Alamos may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Meeting and prior to the Effective Time with the approval of the Court, and, if and as required by the Court, after communication to the Shareholders or after it is consented to by the Shareholders in the manner directed by the Court.

Section 5.2 Termination

This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

ARTICLE 6 FURTHER ASSURANCES

Section 6.1 Further Assurances

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may

reasonably be required by either of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.

ARTICLE 7
U.S. SECURITIES LAW EXEMPTION

Section 7.1 U.S. Securities Law Exemption

Notwithstanding any provision herein to the contrary, Sabre and Minera Alamos each agree that this Plan of Arrangement will be carried out with the intention that, and they will use their commercially reasonable best efforts to ensure that (i) all Consideration Shares to be issued under the Arrangement by Minera Alamos to Shareholders in exchange for their Shares (including, for clarity, any Shares issuable to Debtholders and any DSUs or RSUs that vest and settle for Shares at the Effective Time pursuant to this Plan of Arrangement), and (ii) all Replacement Options to be issued under the Arrangement by Minera Alamos pursuant to this Plan of Arrangement will be issued in reliance on the Section 3(a)(10) Exemption and applicable securities Laws of any state of the United States, and pursuant to the terms, conditions and procedures set forth in the Arrangement Agreement.

**SCHEDULE B
ARRANGEMENT RESOLUTION**

BE IT RESOLVED THAT:

- (1) The arrangement (the “**Arrangement**”) under Section 192 of the *Canada Business Corporations Act* (the “**CBCA**”) of Sabre Gold Mines Corp. (the “**Corporation**”), pursuant to the arrangement agreement (as it may from time to time be amended, modified or supplemented, the “**Arrangement Agreement**”) among Sabre, 16474471 Canada Inc. and Minera Alamos Inc. dated October 28, 2024, all as more particularly described and set forth in the management information circular of Sabre dated [●], 2024 (the “**Circular**”) accompanying the notice of meeting and as it may from time to time be amended, modified or supplemented in accordance with the Arrangement Agreement, is hereby authorized, approved and adopted.
- (2) The plan of arrangement (as it has been or may be amended, modified or supplemented in accordance with the Arrangement Agreement and its terms, the “**Plan of Arrangement**”), the full text of which is set out as Appendix [●] to the Circular, is hereby authorized, approved and adopted.
- (3) The (i) Arrangement Agreement and all transactions contemplated therein, (ii) actions of the directors of Sabre in approving the Arrangement Agreement, and (iii) actions of the directors and officers of Sabre in executing and delivering the Arrangement Agreement, and any amendments, modifications or supplements thereto, as well as Sabre’s application for an interim order from the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), are hereby ratified and approved.
- (4) Sabre is hereby authorized to apply for a final order from the Court to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement.
- (5) Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the shareholders of Sabre or that the Arrangement has been approved by the Court, the directors of Sabre are hereby authorized and empowered, at their discretion, without notice to or approval of the shareholders of Sabre, (i) to amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted thereby, and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and any related transactions.
- (6) Any director or officer of Sabre is hereby authorized and directed for and on behalf of Sabre, to execute and deliver for filing with the Director under the CBCA articles of arrangement and to deliver or file all such other documents and instruments as are necessary or desirable to give effect to the Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement or any such other document or instrument.
- (7) Any director or officer of Sabre is hereby authorized and directed for and on behalf of Sabre to execute and deliver or cause to be executed and delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as such person determines may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such other document or instrument or the doing of any other such act or thing.

SCHEDULE C
SABRE REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties

Except to the extent that such representations and warranties are qualified by the Sabre Disclosure Letter (which shall make reference to the applicable section, subsection, paragraph or subparagraph below in respect of which such qualification is being made), or (ii) as disclosed in the Sabre Filings in documents filed or furnished prior to the date hereof (but (A) without giving effect to any amendment thereof filed on or after the date hereof and (B) excluding any disclosures contained under the heading “*Risk Factors*” and any disclosure of risks included in any “*forward-looking statements*” disclaimer or in any other Section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature), but only to the extent (1) such documents are publicly available on SEDAR+ and (2) the relevance of the applicable disclosure as an exception to the applicable representations and warranties would be reasonably apparent to an individual who has read that disclosure and such representations and warranties, Sabre hereby represents and warrants to and in favour of Minera Alamos as follows, and acknowledges that Minera Alamos is relying upon such representations and warranties in connection with the entering into of this Agreement:

- (a) **Special Committee Approval.** As of the date hereof, the Special Committee, after consultation with Sabre’s financial and legal advisors, has determined that the Plan of Arrangement is fair to the Sabre Shareholders and is in the best interests of Sabre and has recommended that the Sabre Board approve this Agreement and the Arrangement, and recommend that the Company Shareholders vote in favour of the Arrangement Resolution.
- (b) **Board Approval.** As of the date hereof, the Sabre Board, after consultation with its financial and legal advisors, has determined that the Plan of Arrangement is fair to the Sabre Shareholders and is in the best interests of Sabre and has unanimously resolved to recommend to the Sabre Shareholders that they vote in favour of the Arrangement Resolution. The Sabre Board has approved the Arrangement pursuant to the Plan of Arrangement and the execution and performance of this Agreement.
- (c) **Fairness Opinion.** The Sabre Board has received oral confirmation that it expects to receive, prior to the mailing of the Sabre Circular, the written opinion of Maxit Capital LP, to the effect that, as of the date of such opinion, subject to the assumptions and limitations set out therein, the Consideration to be received by Sabre Shareholders in connection with the Arrangement is fair, from a financial point of view, to such Sabre Shareholders, and such written fairness opinion is to be included in the Sabre Circular.
- (d) **Organization and Qualification.** Sabre and each of its subsidiaries is a corporation duly incorporated or an entity duly created and validly existing under all applicable Laws of its jurisdiction of incorporation, continuance or creation and has all necessary corporate or other power, authority and capacity to own its property and assets as now owned and to carry on its business as it is now being conducted. Sabre and each of its subsidiaries:
 - (i) is duly registered or otherwise authorized and qualified to do business and each is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities makes such qualification necessary, except where the failure to be so qualified will not individually or in the aggregate have a Material Adverse Effect.

- (e) **Authority Relative to this Agreement.** Sabre has the requisite corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Sabre and the performance by Sabre of its obligations under this Agreement have been duly authorized by the Sabre Board and no other corporate proceedings on its part are necessary to authorize this Agreement or the Arrangement pursuant to the Plan of Arrangement other than the Required Approval. This Agreement has been duly executed and delivered by Sabre and constitutes a legal, valid and binding obligation of Sabre, enforceable against Sabre in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other applicable Laws relating to or affecting rights of creditors generally and subject to the qualification that equitable remedies, including specific performance, are discretionary.
- (f) **No Violation.** Except as disclosed in Section 1.1(f) of the Sabre Disclosure Letter, the authorization, execution and delivery of this Agreement by Sabre, the completion of the transactions contemplated by this Agreement and the Arrangement pursuant to the Plan of Arrangement and the performance of Sabre's obligations hereunder or thereunder in accordance with the terms hereof and thereof will not:
- (i) violate, conflict with, or result (with or without notice or the passage of time) in a violation or breach of any provision of, or require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or cause any indebtedness to come due before its stated maturity, or cause any credit commitment to cease to be available, or cause any payment or other obligation to be imposed on Sabre or any of its subsidiaries, under any of the terms, conditions or provisions of:
 - (A) their respective articles, charters or by-laws or other comparable organizational documents; or
 - (B) any Permit or Material Contract to which Sabre or any of its subsidiaries is a party or to which any of them, or any of their respective properties or assets, may be subject or by which Sabre or any of its subsidiaries is bound; or
 - (ii) result (with or without notice or the passage of time) in a violation or breach of or constitute a default under any provisions of any Laws applicable to Sabre or any of its subsidiaries or any of their respective properties or assets;
 - (iii) cause the suspension or revocation of any Permit currently in effect held by Sabre or any of its Subsidiaries;
 - (iv) give rise to any rights of first refusal or trigger any change in control provisions under any note, bond, mortgage, indenture, contract, license, franchise or Permit to which Sabre is a party; or
 - (v) result in the imposition of any Liens upon any assets of Sabre or the assets of any of its Subsidiaries.
- (g) **Capitalization.** The authorized share capital of Sabre consists of an unlimited number of Sabre Shares. As of the close of business on October 25, 2024, there are issued and outstanding 79,650,542 Sabre Shares. As of the close of business on October 25, 2024, an aggregate of up to 3,675,000 Sabre Shares are issuable upon the exercise of

3,675,000 Sabre Options, up to 2,096,319 Sabre Shares are issuable upon the exercise of 2,096,319 Sabre Warrants, up to 130,000 Sabre Shares are issuable upon vesting of 130,000 Sabre RSUs, up to 130,000 Sabre Shares are issuable upon vesting of 130,000 Sabre DSUs, up to 30,485,883 Sabre Shares are issuable pursuant to the Debt Settlement Agreements and there are no other options, warrants, conversion privileges or other rights, shareholder rights plans, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever requiring or which may require the issuance, sale or transfer by Sabre of any securities of Sabre (including Sabre Shares), or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of Sabre (including Sabre Shares) or of any subsidiary of Sabre. Other than the Sabre Shares, the Sabre Warrants, the Sabre Options, Sabre RSUs, Sabre DSUs and the Sabre Shares issuable pursuant to the Debt Settlement Agreements, there are no securities of Sabre outstanding. Section 1.1(g) of the Sabre Disclosure Letter sets forth an accurate and complete list of all Sabre Options, Sabre Warrants, Sabre RSUs, Sabre DSUs and Sabre Shares issuable pursuant to the Debt Settlement Agreements including the respective holders, grant dates, and respective number of securities, as the case may be, vesting dates, where applicable, and exercise prices and conversion prices, where applicable. All outstanding Sabre Shares have been duly authorized and validly issued, are fully paid and non-assessable, and all Sabre Shares issuable upon the exercise or vesting of Sabre Warrants, Sabre Options Sabre DSUs and Sabre RSUs in accordance with their respective terms have been duly authorized and, upon issuance, will be validly issued as fully paid and non-assessable, and are not and will not be subject to, or issued in violation of, any pre-emptive rights. All securities of Sabre (including the Sabre Shares, Sabre Warrants, Sabre Options, Sabre RSUs, Sabre DSUs) and the entering into of the Debt Settlement Agreements have been issued in compliance with all applicable Laws. Other than the Sabre Shares, Sabre Warrants, Sabre Options, Sabre RSUs, Sabre DSUs as applicable, there are no securities of Sabre or of any of its subsidiaries outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) with the Sabre Shareholders on any matter. There are no outstanding contractual or other obligations of Sabre or any subsidiary to repurchase, redeem or otherwise acquire any of its securities or with respect to the voting or disposition of any of its outstanding securities. There are no outstanding bonds, debentures or other evidences of indebtedness of Sabre or any of its subsidiaries having the right to vote with the holders of the outstanding Sabre Shares on any matters.

- (h) **Reporting Status and Securities Laws Matters.** Sabre is a “reporting issuer” and not on the list of reporting issuers in default under applicable Canadian provincial Securities Laws in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Ontario, Quebec and Saskatchewan. Except as disclosed in Section 1.1(h) of the Sabre Disclosure Letter, no delisting, suspension of trading in or cease trading order with respect to any securities of Sabre and, to the knowledge of Sabre, no inquiry or investigation (formal or informal) of any Securities Authority, is in effect or ongoing or, to the knowledge of Sabre, expected to be implemented or undertaken.
- (i) **Regulatory Approvals.** Other than any approvals required by the Interim Order or Final Order and any filings with the Securities Authorities and the TSX, there are no approvals required from, or notices required to be given to, any Governmental Entity which would prevent or materially delay consummation by Sabre of the transactions contemplated by this Agreement or the completion of the Arrangement pursuant to the Plan of Arrangement.

- (j) **Shareholder and Similar Agreements.** Sabre is not party to any shareholder, pooling, voting trust or other similar agreement relating to the issued and outstanding shares in the capital of Sabre.
- (k) **Ownership of Subsidiaries.** Section 1.1(k) of the Sabre Disclosure Letter includes complete and accurate lists of all subsidiaries owned, directly or indirectly, by Sabre, each of which is wholly owned other than as disclosed in Section 1.1(k) of the Sabre Disclosure Letter. All of the issued and outstanding shares and other ownership interests in the subsidiaries of Sabre are duly authorized, validly issued, fully paid and non-assessable, and all such shares and other ownership interests held directly or indirectly by Sabre are legally and beneficially owned free and clear of all Liens, and there are no outstanding options, warrants, rights, entitlements, understandings or commitments (contingent or otherwise) regarding the right to purchase or acquire, or securities convertible into or exchangeable for, any such shares or other ownership interests in or material assets or properties of any of the subsidiaries of Sabre, except as disclosed in Section 1.1(k) of the Sabre Disclosure Letter. There are no contracts, commitments, agreements, understandings, arrangements or restrictions which require any subsidiaries of Sabre to issue, sell or deliver any shares in its share capital or other ownership interests, or any securities or obligations convertible into or exchangeable for, any shares of its share capital or other ownership interests. There are no outstanding options, rights, entitlements, understandings or commitments (contingent or otherwise) providing to any third-party the right to acquire any shares or other ownership interests in any subsidiaries of Sabre.
- (l) **Public Filings.** Sabre has filed all documents required to be filed by it in accordance with applicable Securities Laws in Canada. Sabre has filed all necessary documents and information required to be filed with the Securities Authorities and the TSX. All such documents and information comprising the Sabre Filings, as of their respective dates (and the dates of any amendments thereto):
- (i) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and
 - (ii) complied in all material respects with the requirements of applicable Securities Laws in Canada, and any amendments to the Sabre Filings required to be made have been filed on a timely basis with the Securities Authorities or the TSX. Sabre has not filed any confidential material change report with any Securities Authorities that at the date of this Agreement remains confidential.
- (m) **Sabre Financial Statements.**
- (i) Sabre's audited financial statements as at and for the fiscal years ended December 31, 2023 and 2022 and unaudited financial statements as at and for the six months ended June 30, 2024 (including the notes thereto) (collectively, the "**Sabre Financial Statements**") were prepared in accordance with IFRS consistently applied and fairly present in all material respects the consolidated financial position, results of operations and changes in financial position of Sabre and its Subsidiaries as of the dates thereof and for the periods indicated therein (subject, in the case of any unaudited interim financial statements, to normal period-end adjustments) and reflect reserves required by IFRS in respect of all material contingent liabilities, if any, of Sabre and its Subsidiaries on a consolidated basis. There has been no material change in Sabre's accounting

policies since December 31, 2023, except as disclosed in the Sabre's public disclosure record available on Sabre's SEDAR+ profile or as required by IFRS.

- (ii) The management of Sabre has established and maintained a system of disclosure controls and procedures designed to provide reasonable assurance that information required to be disclosed by Sabre in its annual filings, interim filings or other reports filed or submitted by it under the applicable Laws imposed by Governmental Entities is recorded, processed, summarized and reported within the time periods specified in such Laws imposed by such Governmental Entities. Such disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed by Sabre in its annual filings, interim filings or other reports filed or submitted under the applicable Laws imposed by Governmental Entities is accumulated and communicated to Sabre's management, including its chief executive officer and chief financial officer (or persons performing similar functions), as appropriate to allow timely decisions regarding required disclosure.
- (iii) Sabre maintains internal control over financial reporting. Such internal control over financial reporting is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and includes policies and procedures that: a) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of Sabre and its Subsidiaries; b) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with IFRS, and that receipts and expenditures of Sabre and its Subsidiaries are being made only with authorizations of management and directors of Sabre and its Subsidiaries, as applicable; and c) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of Sabre or its Subsidiaries that could have a material effect on its financial statements.
- (iv) To the knowledge of Sabre: a) there are no material weaknesses in the design and implementation or maintenance of its internal control over financial reporting of Sabre that are reasonably likely to adversely affect the ability of Sabre to record, process, summarize and report financial information; and b) there is no fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of Sabre.
- (v) Since December 31, 2023, neither Sabre nor any of its Subsidiaries nor, to Sabre's knowledge, any director, officer, employee, auditor, accountant or Representative of Sabre or any of its subsidiaries has received or otherwise had or obtained knowledge of any complaint, allegation, assertion, or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Sabre or any of its subsidiaries or their respective internal accounting controls, including any complaint, allegation, assertion, or claim that Sabre or any of its Subsidiaries has engaged in questionable accounting or auditing practices, which has not been resolved to the satisfaction of the audit committee of the Sabre Board.
- (n) **Books and Records.** The financial books, records and accounts of Sabre and its subsidiaries, in all material respects:

- (i) have been maintained in accordance with good business practices and in accordance with IFRS and with the accounting principles generally accepted in the country of domicile of each such entity, on a basis consistent with prior years;
 - (ii) in each case are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the assets of Sabre and its subsidiaries; and
 - (iii) accurately and fairly reflect the basis for the Sabre Financial Statements.
- (o) **Minute Books.** The minute books of each of Sabre and its subsidiaries, which have been provided to Minera Alamos prior to the date hereof, are true and correct in all material respects, and contain the minutes of all meetings of the boards of directors, committees of the boards and shareholders and all resolutions passed by the boards of directors, committees of the boards and the shareholders.
- (p) **No Undisclosed Liabilities.** Sabre and its subsidiaries have no outstanding indebtedness or liabilities and none is a party to or bound by any surety-ship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person, other than those specifically identified in the Sabre Financial Statements or incurred in the ordinary course of business since December 31, 2023.
- (q) **No Material Change.** Since December 31, 2023, there has been no material change in respect of Sabre and its subsidiaries taken as a whole, and the debt, business and material property of Sabre and its subsidiaries conform in all respects to the description thereof contained in the Sabre Filings, and there has been no dividend or distribution of any kind declared, paid or made by Sabre on any Sabre Shares.
- (r) **Litigation.** Except as disclosed in Section 1.1(p) of the Sabre Disclosure Letter, there are no claims, actions, suits, grievances, complaints or proceedings pending or, to the knowledge of Sabre, threatened affecting Sabre or any of its subsidiaries or affecting any of their respective property or assets at law or in equity before or by any non-governmental organization, community, community group, aboriginal peoples or aboriginal group or any Governmental Entity, including matters arising under Environmental. Neither Sabre nor any of its subsidiaries nor their respective assets or properties is subject to any outstanding judgment, order, writ, injunction or decree.
- (s) **Taxes.**
 - (i) Sabre and each of its subsidiaries has duly and timely filed all Tax Returns required to be filed by it prior to the date hereof and all such Tax Returns are complete and correct in all material respects.
 - (ii) Sabre and each of its subsidiaries has paid on a timely basis all Taxes which are due and payable, all assessments and reassessments, other than those which are being or have been contested in good faith and in respect of which reserves have been provided in the most recently published Sabre Financial Statements.
 - (iii) Except as provided for in the Sabre Financial Statements, no material deficiencies, litigation, proposed adjustments or matters in controversy exist or have been asserted with respect to Taxes of Sabre or any of its subsidiaries, and neither Sabre nor any of its subsidiaries is a party to any action or proceeding for assessment or collection of Taxes and no such event has been asserted or, to

the knowledge of Sabre, threatened against Sabre or any of its subsidiaries or any of their respective assets, that would reasonably be expected to have a Material Adverse Effect.

- (iv) To the knowledge of Sabre, no claim has been made by any Governmental Entity in a jurisdiction where Sabre or any of its subsidiaries does not file Tax Returns that Sabre or any of its subsidiaries is or may be subject to Tax by that jurisdiction.
- (v) There are no Liens for unpaid Taxes (other than in respect of Taxes not yet due and payable and for which adequate accruals or reserves have been established in accordance with IFRS) upon any of the assets of Sabre or any of its subsidiaries.
- (vi) Sabre and each of its subsidiaries has withheld or collected all amounts required to be withheld or collected by it on account of Taxes and has remitted all such amounts to the appropriate Governmental Entity when required by Law to do so.
- (vii) There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, Taxes due from Sabre or any of its subsidiaries for any taxable period and no request for any such waiver or extension is currently pending.
- (viii) Sabre and each of its subsidiaries have given to Minera Alamos true, correct and complete copies of all their income and capital tax returns and statements of deficiencies for taxable periods, or transactions consummated, for the prior three years, and there are no material omissions in the foregoing.
- (ix) Sabre does not directly own any United States real property interests within the meaning of Section 897(c) of the U.S. Internal Revenue Code.
- (x) For the purposes of the Tax Act and any other relevant Tax purposes:
 - (A) Sabre is resident in Canada; and
 - (B) each subsidiary of Sabre is resident in the jurisdiction in which it is formed and is not resident in any other country.
- (t) Interest in Properties and Mineral Rights.
 - (i) All of Sabre's and its subsidiaries' material mineral interests and rights (including any material claims, concessions, exploration licences, exploitation licences, prospecting permits, mining leases, approved mine plan of operations and mining rights, in each case, either existing under contract, by operation of Law or otherwise), including, without limitation, all such interests and rights relating to the Copperstone Gold Mine (collectively, the "**Sabre Mineral Rights**"), are set out in Section 1.1(t)(i) of the Sabre Disclosure Letter. Other than the Sabre Mineral Rights set out in Section 1.1(t)(i) of the Sabre Disclosure Letter, neither Sabre nor its subsidiaries, owns or has any interest in any material mineral interests and rights.
 - (ii) Sabre or one of its subsidiaries is the sole legal and beneficial owner of all right, title and interest in and to the Sabre Mineral Rights, free and clear of any Liens (other than Permitted Liens).

- (iii) To the knowledge of Sabre, all of the Sabre Mineral Rights have been properly located, recorded, and maintained in compliance with applicable Law and are comprised of valid and subsisting mineral claims.
- (iv) The Sabre Mineral Rights are in good standing under applicable Law and, to the knowledge of Sabre, all work required to be performed and filed in respect thereof has been performed and filed, all Taxes, rentals, annual maintenance fees, expenditures and other payments in respect thereof have been paid or incurred and all filings in respect thereof have been made.
- (v) To the knowledge of Sabre, there is no material adverse claim against or challenge to the title to or ownership of any of the Sabre Mineral Rights.
- (vi) Other than as set out in Section 1.1(t)(i) of the Sabre Disclosure Letter, no Person other than Sabre or its subsidiaries has any interest in any of the Sabre Mineral Rights or the production or profits therefrom or any royalty in respect thereof or any right to acquire any such interest.
- (vii) There are no back-in rights, earn-in rights, rights of first refusal, rights of first offer, options rights or similar provisions or rights which would affect Sabre's or its subsidiary's interest in any of the Sabre Mineral Rights.
- (viii) There are no material restrictions on the ability of Sabre and its subsidiaries to use, transfer or exploit any of the Sabre Mineral Rights, except pursuant to applicable Law.
- (ix) Neither Sabre nor any of its subsidiaries has received any notice, whether written or oral, from any non-governmental organization, community, community group, aboriginal peoples or aboriginal group or any Governmental Entity of any invalidation, revocation or intention to revoke any interest of Sabre or any of its subsidiaries in any of the Sabre Mineral Rights.
- (x) Sabre and/or its subsidiaries have all surface rights, including fee simple estates, leases, easements, rights of way and permits or licences from landowners, any non-governmental organization, community, community group, aboriginal peoples or aboriginal group or Governmental Entities permitting the use of land by Sabre and/or its subsidiaries, and mineral interests that are required to undertake activities as presently contemplated in respect of the Sabre Mineral Rights.
- (xi) All Contracts entered into by Sabre and/or its subsidiaries with any non-governmental organization, community, community group, aboriginal peoples or aboriginal group ("**Sabre Community Contracts**"), whether oral or written, are in full force and effect and Sabre and its subsidiaries have complied in all material respects with all terms of such Sabre Community Contracts, have paid all amounts due thereunder, have not waived any rights thereunder and no material default or breach exists in respect thereof on the part of Sabre or any of its subsidiaries or, to the knowledge of Sabre, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, would constitute such a material default or breach or trigger a right of termination of any of the Sabre Community Contracts. As at the date hereof, neither Sabre nor any of its subsidiaries has received written notice that any party to a Sabre Community Contract intends to cancel, terminate or otherwise modify

or not renew such Sabre Community Contract, and to the knowledge of Sabre, no such action has been threatened.

- (u) **Operational Matters.** Except as would not, individually or in the aggregate, have a Material Adverse Effect:
 - (i) all rentals, royalties, overriding royalty interests, production payments, net profits, interest burdens, payments and obligations due and payable, or performable, as the case may be, on or prior to the date hereof under, with respect to, or on account of, any direct or indirect property or asset of Sabre or any of its subsidiaries, including the Sabre Mineral Rights, have been:
 - (A) duly performed; or
 - (B) provided for prior to the date hereof;
 - (ii) except as disclosed in the Sabre Financial Statements or set out in Section 1.1(u) of the Sabre Disclosure Letter, all costs, expenses and liabilities payable on or prior to the date hereof under the terms of any contracts and agreements to which Sabre or any of its subsidiaries is directly or indirectly bound, have been properly and timely paid, except for such expenses that are being currently paid prior to delinquency in the ordinary course of business;
 - (iii) any and all operations of Sabre and each of its subsidiaries and, to the knowledge of Sabre, any and all operations by third parties, on or in respect of the assets and properties of Sabre or any of its subsidiaries, have been conducted in a good, workmanlike and efficient manner in accordance with sound mining and other applicable mining industry standards and practices and in material compliance with applicable Laws; and
 - (iv) to the knowledge of Sabre, there are no operational, geotechnical or structural issues relating to the operations on the Sabre Mineral Rights.
- (v) **Mineral Reserves and Resources.** Sabre is in compliance in all material respects with the provisions of NI 43-101 and has filed all technical reports required thereby. The most recent estimated proven and probable mineral reserves and indicated, measured and inferred mineral resources disclosed in by Sabre under its SEDAR+ profile prior to the date of this Agreement, have been prepared in accordance with accepted mining, engineering, geoscience and other applicable industry standards and in all material respects in accordance with all applicable Laws, including NI 43-101. The information provided by Sabre to the Qualified Persons (as defined in NI 43-101) in connection with the preparation of such estimates was complete and accurate at the time such information was furnished. There has been no material reduction in the aggregate amount of the most recently estimated mineral reserves and mineral resources of Sabre and its Subsidiaries from the amounts disclosed in by Sabre under its SEDAR+ profile, other than depletion from ordinary course mining operations.
- (w) **Preliminary Economic Assessment.**
 - (i) The Copperstone Gold Mine is the only material property of Sabre for the purposes of NI 43-101 and the sole report concerning the Copperstone Gold Mine is the Preliminary Economic Assessment for the Copperstone Project, La Paz County, Arizona, USA dated August 2, 2023 (the “**Preliminary Economic Assessment**”).

- (ii) Sabre or its corporate predecessors made available to the authors of the Preliminary Economic Assessment, prior to the issuance thereof, for the purpose of preparing such report, all information requested by them, and none of such information contained any misrepresentation at the time such information was so provided. All of the material assumptions in the Preliminary Economic Assessment are reasonable and appropriate.
 - (iii) The Preliminary Economic Assessment is “current” within the meaning of NI 43-101.
- (x) **Health and Safety.**
 - (i) Neither Sabre nor any of its subsidiaries has received any demand or notice with respect to a material breach of any applicable health and safety Laws, the effect of which would be reasonably expected to materially affect operations relating to the Copperstone Gold Mine.
 - (ii) There are no claims, investigations or inquiries pending against Sabre or any of its subsidiaries (or naming Sabre or any of its subsidiaries as a potentially responsible party) based on material non-compliance with any applicable health and safety Laws at any of the operations relating to the Copperstone Gold Mine.
- (y) **Contracts.** Section 1.1(y) of the Sabre Disclosure Letter includes a complete and accurate list of all Material Contracts to which Sabre or any of its subsidiaries is a party. All Material Contracts are in full force and effect, and Sabre or its subsidiaries are entitled to all rights and benefits thereunder in accordance with the terms thereof. Sabre has made available to Minera Alamos in the Sabre Data Room true and complete copies of all Material Contracts. All of the Material Contracts are valid and binding obligations of Sabre or its subsidiaries, as the case may be, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors’ rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction. Sabre and its subsidiaries have complied in all material respects with all terms of such Material Contracts, have paid all amounts due thereunder, have not waived any rights thereunder and no material default or breach exists in respect thereof on the part Sabre or any of its subsidiaries or, to the knowledge of Sabre, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, would constitute such a material default or breach or trigger a right of termination of any of the Material Contracts. As at the date hereof, neither Sabre nor any of its subsidiaries has received written notice that any party to a Material Contract intends to cancel, terminate or otherwise modify or not renew such Material Contract, and to the knowledge of Sabre, no such action has been threatened. Except as set out in Section 1.1(y) of the Sabre Disclosure Letter, neither Sabre nor any of its subsidiaries is a party to any Material Contract that contains any non-competition obligation or otherwise restricts in any material way the business of Sabre or any of its subsidiaries.
- (z) **Permits.** Except as set out in Section 1.1(z) of the Sabre Disclosure Letter, Sabre and each of its subsidiaries has obtained and is in compliance with all Permits required by applicable Laws that are necessary to conduct its current business as it is now being conducted (which, for greater certainty, includes the exploration for mineral deposits), except where the failure to hold or comply with such Permits would not, individually or in the aggregate, have a Material Adverse Effect.

- (aa) **Environmental Matters.** Except as set out in Section 1.1(aa) of the Sabre Disclosure Letter and except for any matters that, individually or in the aggregate would not have or would not reasonably be expected to have a Material Adverse Effect, each of Sabre and its subsidiaries and their respective businesses, operations, and properties:
- (i) is in material compliance with all Environmental Laws and all terms and conditions of all Environmental Permits;
 - (ii) has not received any order, request or notice from any Person alleging a material violation of any Environmental Law;
 - (iii) is not a party to any litigation or administrative proceeding, nor to the knowledge of Sabre is any litigation or administrative proceeding threatened against it or its property or assets, which in either case asserts or alleges that it violated any Environmental Laws, is required to clean up, remove or take remedial or other response action due to the Release of any Hazardous Substances, or is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remedial or other response action which arises out of or is related to the Release of any Hazardous Substances;
 - (iv) has no knowledge of any conditions existing currently which could reasonably be expected to subject it to damages, penalties, injunctive relief or cleanup costs under any Environmental Laws or which require or are likely to require cleanup, removal, remedial action or other response by it pursuant to applicable Environmental Laws;
 - (v) is not subject to any judgment, decree, order or citation related to or arising out of applicable Environmental Law and has not been named or listed as a potentially responsible party by any Governmental Entity in a matter arising under any Environmental Laws; and
 - (vi) is not involved in operations and does not know of any facts, circumstances or conditions, including any Release of any Hazardous Substance, that would reasonably be expected to result in any Environmental Liabilities.
- (bb) **Regulatory.**
- (i) Sabre and its subsidiaries have operated and are currently operating in material compliance with all applicable Laws, including all applicable rules, regulations, guidelines and policies of any applicable Laws; and
 - (ii) Sabre and its subsidiaries have operated and are currently operating their respective businesses in compliance with all Regulatory Approvals in all material respects and have made all requisite material declarations and filings with the Governmental Entities. Sabre and its subsidiaries have not received any written notices or other correspondence from any Governmental Entities regarding any circumstances that have existed or currently exist which would lead to a loss, suspension, or modification of, or a refusal to issue, any material Regulatory Approval relating to its activities which would reasonably be expected to restrict, curtail, limit or adversely affect the ability of Sabre or its subsidiaries to operate their respective businesses.

(cc) **Employee Benefits.**

- (i) Except for the Sabre Equity Compensation Plans, neither Sabre nor any of its subsidiaries is party to any Employee Plans or collective bargaining agreements.

(dd) **Labour and Employment.**

- (i) Section 1.1(dd)(i) of the Sabre Disclosure Letter sets forth a complete list of all employees of Sabre and its subsidiaries, together with their titles, service dates and material terms of employment, including current wages, salaries or hourly rate of pay, and bonus (whether monetary or otherwise). Except as disclosed in Section 1.1(dd)(i) of the Sabre Disclosure Letter, no such employee is on long-term disability leave, extended absence or worker's compensation leave. All current assessments under applicable workers compensation legislation in relation to the employees listed in Section 1.1(dd)(i) of the Sabre Disclosure Letter have been paid or accrued by Sabre and its subsidiaries, as applicable, and Sabre and its subsidiaries are not subject to any special or penalty assessment under such legislation which has not been paid.

- (ii) Except for those written employment contracts with employees of Sabre and any of its subsidiaries identified in Section 1.1(dd)(ii) of the Sabre Disclosure Letter, there are no written contracts of employment entered into with any such employees. Except for those agreements or provisions described in Section 1.1(dd)(ii) of the Sabre Disclosure Letter, no employee of Sabre or of any of its subsidiaries is party to a change of control, severance, termination, golden parachute or similar agreement or provision or would receive payments under such agreement or provision as a result of the Arrangement.

- (iii) Neither Sabre nor any subsidiary is party to any collective bargaining agreement, contract or legally binding commitment to any trade unions or employee organization or group. There are no threatened or apparent union organizing activities involving employees of Sabre or any of its subsidiaries, nor is Sabre or any of its subsidiaries currently negotiating any collective bargaining agreements.

- (iv) Section 1.1(dd)(ii) of the Sabre Disclosure Letter sets forth a complete list of the consulting and third-party contractor agreements, including drilling contractors, between Sabre or any of its subsidiaries. Other than as disclosed in Section 1.1(dd)(ii) of the Sabre Disclosure Letter, there are no material defaults or violations by Sabre or any of its subsidiaries under any such agreements listed in Section 1.1(dd)(ii) of the Sabre Disclosure Letter, and there are no material claims or proceedings, or to the knowledge of Sabre, threatened material claims or proceedings of any kind from any such third-party contractors.

- (ee) **Compliance with Laws.** Sabre and its subsidiaries have complied with and are not in violation of any applicable Laws, other than non-compliance or violations which would not, individually or in the aggregate, have a Material Adverse Effect.

- (ff) **NGOs and Community Groups.** No material dispute (including any dispute relating to the ownership of any Sabre or its Subsidiaries' properties) between Sabre or any of its Subsidiaries and any non-governmental organization, community, community group, first nations, aboriginal or indigenous peoples or aboriginal or indigenous group exists or, to the knowledge of Sabre, is threatened with respect to any of Sabre's or any of its Subsidiaries' properties or operations. Sabre has provided Minera Alamos with full and complete access to all material correspondence received by Sabre, its Subsidiaries or

their representatives from any non-governmental organization, community, community group, first nations, aboriginal or indigenous peoples or aboriginal or indigenous group.

- (gg) **Absence of Cease Trade Orders.** Except as disclosed in Section 1.1(h) of the Sabre Disclosure Letter, no order ceasing or suspending trading in the Sabre Shares (or any of them) or any other securities of Sabre is outstanding and no proceedings for this purpose have been instituted or, to the knowledge of Sabre, are pending, contemplated or threatened.
- (hh) **Related Party Transactions.** Except as disclosed in Section 1.1(hh) of the Sabre Disclosure Letter or as expressly contemplated by this Agreement, there are no Contracts or other transactions currently in place between Sabre or any of its subsidiaries and:
 - (i) any officer or director of Sabre or any of its subsidiaries;
 - (ii) any holder of record or beneficial owner of 10% or more of the Sabre Shares; and
 - (iii) to the knowledge of Sabre, any affiliate or associate of any such officer, director, holder of record or beneficial owner.
- (ii) **Expropriation.** No part of the property or assets of Sabre or any of its subsidiaries has been taken, condemned or expropriated by any Governmental Entity nor has any written notice or proceeding in respect thereof been given or commenced nor does Sabre or any of its subsidiaries know of any intent or proposal to give such notice or commence any such proceedings.
- (jj) **Registration Rights.** No Sabre Shareholder has any right to compel Sabre to register or otherwise qualify the Sabre Shares (or any of them) for public sale or distribution.
- (kk) **Rights of Other Persons.** No Person has any right of first refusal or option to purchase or any other right of participation in any of the material properties or assets owned by Sabre or any of its subsidiaries, or any part thereof.
- (ll) **Restrictions on Business Activities.** There is no arbitral award, judgment, injunction, constitutional ruling, order or decree binding upon Sabre or any of its subsidiaries that has or could reasonably be expected to have the effect of prohibiting, restricting, or impairing any business practice of any of them, any acquisition or disposition of property by any of them, or the conduct of the business by any of them as currently conducted, which could reasonably be expected to have a Material Adverse Effect.
- (mm) **Brokers.** Except for Maxit Capital LP and Evans & Evans Inc., there is no investment banker, broker, finder or other financial intermediary that has been retained by or is authorized to act on behalf of any of Sabre or its subsidiaries who is entitled to any fee or commission from any of Sabre or its subsidiaries in connection with the transactions contemplated hereby or will have any ongoing commitment from Sabre or its subsidiaries after the Effective Time. Sabre has retained Maxit Capital LP to provide the Fairness Opinion and Evans & Evans to provide the Formal Valuation. Section 1.1(mm) of the Sabre Disclosure Letter sets forth all fees and expenses payable to Maxit Capital LP and Evans & Evans Inc. by Sabre or any of its subsidiaries in connection with the transactions contemplated hereby.
- (nn) **Insurance.** As of the date hereof, Sabre and its subsidiaries have such policies of insurance as are listed in Section 1.1(nn) of the Sabre Disclosure Letter. All insurance

maintained by Sabre or any of its subsidiaries is in full force and effect and in good standing and neither Sabre nor any of its subsidiaries is in default, whether as to payment of premium or otherwise, under the terms of any such insurance nor has Sabre or any of its subsidiaries failed to give any notice or present any material claim under any such insurance in a due and timely fashion or received notice or otherwise become aware of any intent of an insurer to either claim any default on the part of Sabre or any of its subsidiaries or not to renew any policy of insurance on its expiry or to increase any deductible or cost, except where such failure or default or other event would not reasonably be expected to have a Material Adverse Effect.

- (oo) **Corrupt Practices Legislation.** Neither Sabre nor its subsidiaries and affiliates, nor any of their respective officers, directors or employees acting on behalf of Sabre or any of its subsidiaries or affiliates has taken, committed to take or been alleged to have taken any action which would cause Sabre or any of its subsidiaries or affiliates to be in violation of the *United States' Foreign Corrupt Practices Act* (and the regulations promulgated thereunder), the *Corruption of Foreign Public Officials Act (Canada)* (and the regulations promulgated thereunder) or similar legislation of any other applicable jurisdiction, and to the knowledge of Sabre no such action has been taken by any of its agents, representatives or other Persons acting on behalf of Sabre or any of its subsidiaries or affiliates.
- (pp) **No Shareholder Rights Plan.** As of the date hereof, there is no shareholder rights plan, "poison pill" antitakeover plan or similar device in effect to which Sabre or any of its subsidiaries is subject, party or otherwise bound.
- (qq) **Amalco Sub.**
 - (i) Amalco Sub has the requisite corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Amalco Sub and the performance by Amalco Sub of its obligations under this Agreement have been duly authorized by the board of directors of Amalco Sub and no other corporate proceedings on its part are necessary to authorize this Agreement or the Arrangement pursuant to the Plan of Arrangement other than the Required Approval. This Agreement has been duly executed and delivered by Amalco Sub and constitutes a legal, valid and binding obligation of Amalco Sub, enforceable against Amalco Sub in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other applicable Laws relating to or affecting rights of creditors generally and subject to the qualification that equitable remedies, including specific performance, are discretionary.
 - (ii) The authorized share capital of Amalco Sub consists of an unlimited number of common shares. As of the close of business on October 25, 2024, there are issued and outstanding 1,000 common shares of Amalco Sub and there are no other securities of Amalco Sub or right to acquire common shares of Amalco Sub outstanding. The stated capital of Amalco Sub is \$1,000.
 - (iii) Since its formation, Amalco Sub has not engaged in any business activities other than as contemplated by this Agreement, does not own directly or indirectly any ownership, equity, profits or voting interest in any Person and has no assets or liabilities except those incurred in connection with this Agreement and the Arrangement, and other than this Agreement, Amalco Sub is not party to or bound by any Contract.

(iv) Amalco Sub is not insolvent pursuant to Section 192(2) of the CBCA.

SCHEDULE D
MINERA ALAMOS REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties

Except (i) to the extent that such representations and warranties are qualified by the Minera Alamos Disclosure Letter (which shall make reference to the applicable section, subsection, paragraph or subparagraph below in respect of which such qualification is being made) or (ii) as disclosed in the Minera Alamos Filings in documents filed prior to the date hereof (but (A) without giving effect to any amendment thereof filed on or after the date hereof and (B) excluding any disclosures contained under the heading “*Risk Factors*” and any disclosure of risks included in any “*forward-looking statements*” disclaimer or in any other Section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature), but only to the extent (1) such documents are publicly available on SEDAR+ and (2) the relevance of the applicable disclosure as an exception to the applicable representations and warranties would be reasonably apparent to an individual who has read that disclosure and such representations and warranties, Minera Alamos hereby represents and warrants to and in favour of Sabre as follows, and acknowledges that Sabre is relying upon such representations and warranties in connection with the entering into of this Agreement:

- (a) **Board Approval.** As of the date hereof, the Minera Board, after consultation with its legal advisors, has determined that the Agreement is in the best interests of Minera Alamos and they have approved execution and performance of this Agreement.
- (b) **Organization and Qualification.** Minera Alamos and each of its subsidiaries is a corporation duly incorporated or an entity duly created and validly existing under all applicable Laws of its jurisdiction of incorporation, continuance or creation and has all necessary corporate or other power, authority and capacity to own its property and assets as now owned and to carry on its business as it is now being conducted. Minera Alamos and each of its subsidiaries:
 - (i) has all Permits necessary to conduct its business substantially as now conducted as disclosed in the Minera Alamos Filings, except where the failure to hold such Permits would not individually or in the aggregate have a Material Adverse Effect; and
 - (ii) is duly registered or otherwise authorized and qualified to do business and each is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities makes such qualification necessary, except where the failure to be so qualified will not individually or in the aggregate have a Material Adverse Effect.
- (c) **Authority Relative to this Agreement.** Minera Alamos has the requisite corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Minera Alamos and the performance by Minera Alamos of its obligations under this Agreement have been duly authorized by the Minera Alamos Board and no other corporate proceedings on its part are necessary to authorize this Agreement. This Agreement has been duly executed and delivered by Minera Alamos and constitutes a legal, valid and binding obligation of Minera Alamos, enforceable against Minera Alamos in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other applicable Laws relating to or affecting rights of creditors generally and subject to the qualification that equitable remedies, including specific performance, are discretionary.

- (d) **No Violation.** The authorization, execution and delivery of this Agreement by Minera Alamos, the completion of the transactions contemplated by this Agreement and the performance of Minera Alamos' obligations hereunder or thereunder in accordance with the terms hereof and thereof will not:
- (i) violate, conflict with, or result (with or without notice or the passage of time) in a violation or breach of any provision of, or require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or cause any indebtedness to come due before its stated maturity, or cause any credit commitment to cease to be available, or cause any payment or other obligation to be imposed on Minera Alamos or any of its subsidiaries, under any of the terms, conditions or provisions of:
 - (ii) their respective articles, charters or by-laws or other comparable organizational documents; or
 - (iii) any Permit or Material Contract to which Minera Alamos or any of its subsidiaries is a party or to which any of them, or any of their respective properties or assets, may be subject or by which Minera Alamos or any of its subsidiaries is bound; or
 - (iv) result (with or without notice or the passage of time) in a violation or breach of or constitute a default under any provisions of any Laws applicable to Minera Alamos or any of its subsidiaries or any of their respective properties or assets; or
 - (v) cause the suspension or revocation of any Permit currently in effect in regard of Minera Alamos or any of its subsidiaries; or
 - (vi) give rise to any rights of first refusal or trigger any change in control provisions under any note, bond, mortgage, indenture, contract, license, franchise or Permit to which Minera Alamos is a party; or
 - (vii) result in the imposition of any Liens upon any assets of Minera Alamos or any of its subsidiaries.
- (e) **Capitalization.** The authorized share capital of Minera Alamos consists of an unlimited number of Minera Alamos Shares. As of the close of business on October 25, 2024 there are 470,683,853 issued and outstanding Minera Alamos Shares. As of the close of business on October 25, 2024, there are no Minera Alamos Warrants outstanding and an aggregate of up to 18,200,000 Minera Alamos Shares are issuable upon the exercise of 18,200,000 Minera Alamos Options. Except as disclosed in Schedule 1.1(e) of the Minera Alamos Disclosure Letter, there are no options (other than the Minera Alamos Options), warrants (other than Minera Alamos Warrants), conversion privileges or other rights, shareholder rights plans, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever requiring or which may require the issuance, sale or transfer by Minera Alamos of any securities of Minera Alamos (including Minera Alamos Shares), or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of Minera Alamos (including Minera Alamos Shares) or of any subsidiary of Minera Alamos. Other than the Minera Alamos Shares and the Minera Alamos Options, there are no securities of Minera Alamos outstanding. Section 1.1(e) of the Minera Alamos Disclosure Letter sets forth an accurate and complete list of all Minera Alamos Options, including the respective holders, grant dates, number of Minera Alamos

Options, vesting dates, where applicable, and exercise prices. All outstanding Minera Alamos Shares have been duly authorized and validly issued, are fully paid and non-assessable, and all Minera Alamos Shares issuable upon the exercise of Minera Alamos Options in accordance with their respective terms have been duly authorized and, upon issuance, will be validly issued as fully paid and non-assessable, and are not and will not be subject to, or issued in violation of, any pre-emptive rights. All securities of Minera Alamos (including the Minera Alamos Shares and the Minera Alamos Options) have been issued in compliance with all applicable Laws. Other than the Minera Alamos Shares and the Minera Alamos Options, as applicable, there are no securities of Minera Alamos or of any of its subsidiaries outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) with the Minera Alamos Shareholders on any matter. There are no outstanding contractual or other obligations of Minera Alamos or any subsidiary to repurchase, redeem or otherwise acquire any of its securities or with respect to the voting or disposition of any of its outstanding securities, other than the Minera Alamos Options. There are no outstanding bonds, debentures or other evidences of indebtedness of Minera Alamos or any of its subsidiaries having the right to vote with the holders of the outstanding Minera Alamos Shares on any matters.

- (f) **Securities Issuable in Connection with Arrangement.** The Consideration Shares to be issued pursuant to the Arrangement, the Minera Alamos Shares issuable upon the exercise from time to time of the Replacement Options in accordance with their respective terms and the Minera Alamos Shares issuable upon the exercise from time to time of the Sabre Warrants in accordance with their respective terms, will, when issued and delivered, be duly and validly issued by Minera Alamos on their respective dates of issue as fully paid and non-assessable shares and will not be issued in violation of the terms of any agreement or other understanding binding upon Minera Alamos at the time that such shares are issued and will be issued in compliance with the constating documents of Minera Alamos and all applicable Laws. As of the Effective Date, all of the Replacement Options will be outstanding as duly authorized and validly existing options to acquire Minera Alamos Shares, which will not be issued in violation of the terms of any agreement or other understanding binding upon Minera Alamos at the time at which they are issued.
- (g) **Reporting Status and Securities Laws Matters.** Minera Alamos is a “reporting issuer” and not on the list of reporting issuers in default under applicable Canadian provincial Securities Laws in British Columbia, Alberta and Ontario. No delisting, suspension of trading in or cease trading order with respect to any securities of Minera Alamos and, to the knowledge of Minera Alamos, no inquiry or investigation (formal or informal) of any Securities Authority, is in effect or ongoing or, to the knowledge of Minera Alamos, expected to be implemented or undertaken.
- (h) **Ownership of subsidiaries.** Section 1.1(h) of the Minera Alamos Disclosure Letter includes complete and accurate lists of all subsidiaries owned, directly or indirectly, by Minera Alamos, each of which is wholly-owned other than as disclosed in Section 1.1(h) of the Minera Alamos Disclosure Letter. All of the issued and outstanding shares of capital stock and other ownership interests in the subsidiaries of Minera Alamos are duly authorized, validly issued, fully paid and non-assessable, and all such shares and other ownership interests held directly or indirectly by Minera Alamos are legally and beneficially owned free and clear of all Liens, and there are no outstanding options, warrants, rights, entitlements, understandings or commitments (contingent or otherwise) regarding the right to purchase or acquire, or securities convertible into or exchangeable for, any such shares of capital stock or other ownership interests in or material assets or properties of any of the subsidiaries of Minera Alamos, except as disclosed in

Section 1.1(h) of the Minera Alamos Disclosure Letter. There are no contracts, commitments, agreements, understandings, arrangements or restrictions which require any subsidiaries of Minera Alamos to issue, sell or deliver any shares in its share capital or other ownership interests, or any securities or obligations convertible into or exchangeable for, any shares of its share capital or other ownership interests. Except as otherwise disclosed in Section 1.1(h) of the Minera Alamos Disclosure Letter there are no outstanding options, rights, entitlements, understandings or commitments (contingent or otherwise) providing to any third-party the right to acquire any shares or other ownership interests in any subsidiaries of Minera Alamos.

- (i) **Public Filings.** Except as disclosed in Section 1.1(i) of the Minera Alamos Disclosure Letter, Minera Alamos has filed all documents required to be filed by it in accordance with applicable Securities Laws in Canada. Minera Alamos has filed all necessary documents and information required to be filed with the Securities Authorities and the TSXV. All such documents and information comprising the Minera Alamos Filings, as of their respective dates (and the dates of any amendments thereto):
 - (i) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and
 - (ii) complied in all material respects with the requirements of applicable Securities Laws in Canada, and any amendments to the Minera Alamos Filings required to be made have been filed on a timely basis with the Securities Authorities or the TSXV. Minera Alamos has not filed any confidential material change report with any Securities Authorities that at the date of this Agreement remains confidential.

- (j) **Minera Alamos Financial Statements.** Minera Alamos' audited financial statements as at and for the fiscal years ended December 31, 2023 and 2022 and unaudited financial statements as at and for the six months ended June 30, 2024 and 2023 (including the notes thereto) (collectively, the "**Minera Alamos Financial Statements**") were prepared in accordance with IFRS consistently applied (except as otherwise indicated in such financial statements and the notes thereto or in the related report of Minera Alamos' independent auditors, and except that the unaudited Minera Alamos Financial Statements may not contain footnotes and are subject to normal year-end adjustments, none of which individually or in the aggregate will be material in nature or amount) and fairly present in all material respects the consolidated financial position, results of operations and changes in financial position of Minera Alamos and its subsidiaries as of the dates thereof and for the periods indicated therein and reflect reserves required by IFRS in respect of all material contingent liabilities, if any, of Minera Alamos and its subsidiaries on a consolidated basis. There has been no material change in Minera Alamos' accounting policies, except as described in the notes to the Minera Alamos Financial Statements, since December 31, 2023.

- (k) **Books and Records.** The financial books, records and accounts of Minera Alamos and its subsidiaries (during the period of time when owned by Minera Alamos), in all material respects:
 - (i) have been maintained in accordance with good business practices and in accordance with IFRS and with the accounting principles generally accepted in the country of domicile of each such entity, on a basis consistent with prior years;

- (A) in each case are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the assets of Minera Alamos and its subsidiaries; and
 - (B) accurately and fairly reflect the basis for the Minera Alamos Financial Statements.
 - (C) Minute Books. The minute books of each of Minera Alamos and its subsidiaries, which have been provided to Sabre prior to the date hereof, are true and correct in all material respects, and contain the minutes of all meetings of the boards of directors, committees of the boards and shareholders and all resolutions passed by the boards of directors, committees of the boards and the shareholders, except as set forth in Section 1.1(k) of the Minera Alamos Disclosure Letter.
- (l) **No Undisclosed Liabilities.** Minera Alamos and its subsidiaries have no outstanding indebtedness or liabilities and none is a party to or bound by any surety-ship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person, other than those specifically identified in the Minera Alamos Financial Statements or incurred in the ordinary course of business since June 30, 2024.
- (m) **No Material Change.** Since December 31, 2023, there has been no material change in respect of Minera Alamos and its subsidiaries taken as a whole, and the debt, business and material property of Minera Alamos and its subsidiaries conform in all respects to the description thereof contained in the Minera Alamos Filings, and there has been no dividend or distribution of any kind declared, paid or made by Minera Alamos on any Minera Alamos Shares.
- (n) **Litigation.** There are no material claims, actions, suits, grievances, complaints or proceedings pending or, to the knowledge of Minera Alamos, threatened affecting Minera Alamos or any of its subsidiaries or affecting any of their respective property or assets at law or in equity before or by any non-governmental organization, community, community group, ejido, aboriginal peoples or aboriginal group or any Governmental Entity, including matters arising under Environmental Laws. Neither Minera Alamos nor any of its subsidiaries nor their respective assets or properties is subject to any outstanding material judgment, order, writ, injunction or decree.
- (o) **Taxes.**
- (i) Minera Alamos and each of its subsidiaries has duly and timely filed all Tax Returns required to be filed by it prior to the date hereof and all such Tax Returns are complete and correct in all material respects.
 - (ii) Minera Alamos and each of its subsidiaries has paid on a timely basis all Taxes which are due and payable, all assessments and reassessments, other than those which are being or have been contested in good faith and in respect of which reserves have been provided in the most recently published Minera Alamos Financial Statements.
 - (iii) Except as provided for in the Minera Alamos Financial Statements, no material deficiencies, litigation, proposed adjustments or matters in controversy exist or have been asserted with respect to Taxes of Minera Alamos or any of its subsidiaries, and neither Minera Alamos nor any of its subsidiaries is a party to

any action or proceeding for assessment or collection of Taxes and no such event has been asserted or, to the knowledge of Minera Alamos, threatened against Minera Alamos or any of its subsidiaries or any of their respective assets, that would reasonably be expected to have a Material Adverse Effect.

- (iv) To the knowledge of Minera Alamos, no claim has been made by any Governmental Entity in a jurisdiction where Minera Alamos or any of its subsidiaries does not file Tax Returns that Minera Alamos or any of its subsidiaries is or may be subject to Tax by that jurisdiction.
 - (v) There are no Liens for unpaid Taxes (other than in respect of Taxes not yet due and payable and for which adequate accruals or reserves have been established in accordance with IFRS) upon any of the assets of Minera Alamos or any of its subsidiaries.
 - (vi) Minera Alamos and each of its subsidiaries has withheld or collected all amounts required to be withheld or collected by it on account of Taxes and has remitted all such amounts to the appropriate Governmental Entity when required by Law to do so.
 - (vii) There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, Taxes due from Minera Alamos or any of its subsidiaries for any taxable period and no request for any such waiver or extension is currently pending.
 - (viii) For the purposes of the Tax Act and any other relevant Tax purposes:
 - (ix) Minera Alamos is resident in Canada; and
 - (x) each subsidiary of Minera Alamos is resident in the jurisdiction in which it is formed and is not resident in any other country.
- (p) Interest in Properties and Mineral Rights.
- (i) All of Minera Alamos' and its subsidiaries' material interests and rights in real and immoveable property interests, including property rights, fee lands, possession rights, licenses, leases, rights of way, rights to use, surface rights or easements with respect to mineral interests and rights (including any material claims, concessions, exploration licences, exploitation licences, prospecting permits, mining leases and mining rights, in each case, either existing under contract, by operation of Law or otherwise) which relate to the Santana Project, Cerro de Oro and La Fortuna Project (collectively, the "**Minera Alamos Mineral Rights**"), are set out in Section 1.1(p)(i) of the Minera Alamos Disclosure Letter. Other than the Minera Alamos Mineral Rights set out in Section 1.1(p)(i) of the Minera Alamos Disclosure Letter, neither Minera Alamos nor its subsidiaries, owns or has any interest in any material real property, mineral interests or other similar rights.
 - (ii) Minera Alamos or one of its subsidiaries is the sole legal and beneficial owner of all right, title and interest in and to the Minera Alamos Mineral Rights, free and clear of any Liens (other than Permitted Liens).

- (iii) To the knowledge of Minera Alamos all of the Mineral Rights have been properly located and recorded in compliance with applicable Law and are comprised of valid and subsisting mineral claims.
- (iv) The Minera Alamos Mineral Rights are in good standing under applicable Law and, to the knowledge of Minera Alamos, all work required to be performed and filed in respect thereof has been performed and filed, all Taxes, rentals, fees, expenditures and other payments in respect thereof have been paid or incurred and all filings in respect thereof have been made.
- (v) To the knowledge of Minera Alamos, there is no material adverse claim against or challenge to the title to or ownership of the Minera Alamos Mineral Rights.
- (vi) Other than as set out in Section 1.1(p)(vi), no Person other than Minera Alamos or its subsidiaries has any interest in the Minera Alamos Mineral Rights or the production or profits therefrom or any royalty in respect thereof or any right to acquire any such interest.
- (vii) Other than as set out in Section 1.1(p)(vii), there are no back-in rights, earn-in rights, rights of first refusal or similar provisions or rights which would affect Minera Alamos' or its subsidiary's interest in the Minera Alamos Mineral Rights.
- (viii) Other than as set out in Section 1.1(p)(viii), there are no material restrictions on the ability of Minera Alamos and its subsidiaries to use, transfer or exploit the Minera Alamos Mineral Rights, except pursuant to applicable Law.
- (ix) Neither Minera Alamos nor any of its subsidiaries has received any notice, whether written or oral, from any non-governmental organization, community, community group, ejido, aboriginal peoples or aboriginal group or any Governmental Entity of any revocation or intention to revoke any interest of Minera Alamos or any of its subsidiaries in any of the Minera Alamos Mineral Rights.
- (x) Minera Alamos and/or its subsidiaries have all surface rights, including fee simple estates, leases, easements, rights of way and permits or licences from landowners, any non-governmental organization, community, community group, ejido, aboriginal peoples or aboriginal group or Governmental Entities permitting the use of land by Minera Alamos and/or its subsidiaries, and mineral interests that are required to undertake activities as presently contemplated in respect of the Minera Alamos Mineral Rights.
- (xi) All Contracts entered into by Minera Alamos and/or its subsidiaries with any non-governmental organization, community, community group, ejido, aboriginal peoples or aboriginal group ("**Minera Alamos Ejido Contracts**"), whether oral or written, are in full force and effect and Minera Alamos and its subsidiaries have complied in all material respects with all terms of such Minera Alamos Ejido Contracts, have paid all amounts due thereunder, have not waived any rights thereunder and no material default or breach exists in respect thereof on the part of Minera Alamos or any of its subsidiaries or, to the knowledge of Minera Alamos, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, would constitute such a material default or breach or trigger a right of termination of any of the Minera Alamos Ejido Contracts. As at the date hereof, neither Minera Alamos nor any of its subsidiaries has received written notice that any party to a Minera Alamos Ejido

Contract intends to cancel, terminate or otherwise modify or not renew such Minera Alamos Ejido Contract, and to the knowledge of Minera Alamos, no such action has been threatened. Neither Minera Alamos nor any of its subsidiaries is a party to any Material Contract that contains any non-competition obligation or otherwise restricts in any material way the business of Minera Alamos or any of its subsidiaries.

- (q) **Contracts.** All Material Contracts to which Minera Alamos or any of its subsidiaries are a party are in full force and effect, and Minera Alamos or its subsidiaries are entitled to all rights and benefits thereunder in accordance with the terms thereof. Minera Alamos has made available to Sabre in the Minera Alamos Data Room true and complete copies of all Material Contracts. All of the Material Contracts are valid and binding obligations of Minera Alamos or its subsidiaries, as the case may be, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction. Minera Alamos and its subsidiaries have complied in all material respects with all terms of such Material Contracts, have paid all amounts due thereunder, have not waived any rights thereunder and no material default or breach exists in respect thereof on the part of Minera Alamos or any of its subsidiaries or, to the knowledge of Minera Alamos, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, would constitute such a material default or breach or trigger a right of termination of any of the Material Contracts. As at the date hereof, neither Minera Alamos nor any of its subsidiaries has received written notice that any party to a Material Contract intends to cancel, terminate or otherwise modify or not renew such Material Contract, and to the knowledge of Minera Alamos, no such action has been threatened.
- (r) **Permits.** Minera Alamos and each of its subsidiaries has obtained and is in compliance with all Permits required by applicable Laws that are necessary to conduct its current business as it is now being conducted, except where the failure to hold or comply with such Permits would not, individually or in the aggregate, have a Material Adverse Effect.
- (s) **Environmental Matters.** Except for any matters that, individually or in the aggregate would not have or would not reasonably be expected to have a Material Adverse Effect, each of Minera Alamos and its subsidiaries and their respective businesses, operations, and properties:
- (i) is in material compliance with all Environmental Laws and all terms and conditions of all Environmental Permits;
 - (ii) has not received any order, request or notice from any Person alleging a material violation of any Environmental Law;
 - (iii) is not a party to any litigation or administrative proceeding, nor to the knowledge of Minera Alamos is any litigation or administrative proceeding threatened against it or its property or assets, which in either case asserts or alleges that it violated any Environmental Laws, is required to clean up, remove or take remedial or other response action due to the Release of any Hazardous Substances, or is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remedial or other response action which arises out of or is related to the Release of any Hazardous Substances;

- (iv) has no knowledge of any conditions existing currently which could reasonably be expected to subject it to damages, penalties, injunctive relief or cleanup costs under any Environmental Laws or which require or are likely to require cleanup, removal, remedial action or other response by it pursuant to applicable Environmental Laws;
 - (v) is not subject to any judgment, decree, order or citation related to or arising out of applicable Environmental Law and has not been named or listed as a potentially responsible party by any Governmental Entity in a matter arising under any Environmental Laws; and
 - (vi) is not involved in operations and does not know of any facts, circumstances or conditions, including any Release of any Hazardous Substance, that would reasonably be expected to result in any Environmental Liabilities.
- (t) **Mineral Resources.** The most recent estimates of (i) proven and probable mineral reserves and (ii) indicated, measured and inferred mineral resources disclosed in the Minera Alamos Filings have been prepared and disclosed in all material respects in accordance with NI 43-101. The information provided by Minera Alamos to the Qualified Persons (as defined in NI 43-101) in connection with the preparation of such estimates was complete and accurate in all material respects at the time such information was furnished. No material mineral deposits are subject to illegal occupation. There are no material outstanding unresolved comments of any Securities Authorities in respect of Minera Alamos' disclosure in the Minera Alamos Filings. There has been no material reduction in the aggregate amount of estimated mineral reserves and mineral resources of Minera Alamos and its subsidiaries, on a consolidated basis, from the amounts disclosed in the Minera Alamos Filings, other than as a result of (A) mining operations conducted in the ordinary course of business of Minera Alamos and the conversion of mineral resources to mineral reserves.
- (u) **Regulatory.**
- (i) Alamos and its subsidiaries have operated and are currently operating in material compliance with all applicable Laws, including all applicable rules, regulations, guidelines and policies of any applicable Laws; and
 - (ii) Minera Alamos and its subsidiaries have operated and are currently operating their respective businesses in compliance with all Regulatory Approvals in all material respects and have made all requisite material declarations and filings with the Governmental Entities. Minera Alamos and its subsidiaries have not received any written notices or other correspondence from the Governmental Entities regarding any circumstances that have existed or currently exist which would lead to a loss, suspension, or modification of, or a refusal to issue, any material Regulatory Approval relating to its activities which would reasonably be expected to restrict, curtail, limit or adversely affect the ability of Minera Alamos or its subsidiaries to operate their respective businesses.
- (v) **Compliance with Laws.** Minera Alamos and its subsidiaries have complied with and are not in violation of any applicable Laws, other than non-compliance or violations which would not, individually or in the aggregate, have a Material Adverse Effect.
- (w) **NGOs and Community Groups.** No material dispute (including any dispute relating to the ownership of any Minera Alamos or its Subsidiaries' properties) between Minera Alamos or any of its Subsidiaries and any non-governmental organization, community,

community group, ejido, first nations, aboriginal or indigenous peoples or aboriginal or indigenous group exists or, to the knowledge of Minera Alamos, is threatened with respect to any of Minera Alamos's or any of its Subsidiaries' properties or operations.

- (x) **Absence of Cease Trade Orders.** No order ceasing or suspending trading in the Minera Alamos Shares (or any of them) or any other securities of Minera Alamos is outstanding and no proceedings for this purpose have been instituted or, to the knowledge of Minera Alamos, are pending, contemplated or threatened.
- (y) **Related Party Transactions.** Except as disclosed in Section 1.1(y) of the Minera Alamos Disclosure Letter or as expressly contemplated by this Agreement, there are no Contracts or other transactions currently in place between Minera Alamos or any of its subsidiaries and:
 - (A) any officer or director of Minera Alamos or any of its subsidiaries;
 - (B) any holder of record or beneficial owner of 10% or more of the Minera Alamos Shares; and
 - (C) to the knowledge of Minera Alamos, any affiliate or associate of any such officer, director, holder of record or beneficial owner.
- (z) **Expropriation.** No part of the property or assets of Minera Alamos or any of its subsidiaries has been taken, condemned or expropriated by any Governmental Entity nor has any written notice or proceeding in respect thereof been given or commenced nor does Minera Alamos or any of its subsidiaries know of any intent or proposal to give such notice or commence any such proceedings.
- (aa) **Registration Rights.** No Minera Alamos Shareholder has any right to compel Minera Alamos to register or otherwise qualify the Minera Alamos Shares (or any of them) for public sale or distribution.
- (bb) **Rights of Other Persons.** Other than as set out in Section 1.1(bb) of the Minera Alamos Disclosure Letter, no Person has any right of first refusal or option to purchase or any other right of participation in any of the material properties or assets owned by Minera Alamos or any of its subsidiaries, or any part thereof.
- (cc) **Restrictions on Business Activities.** There is no arbitral award, judgment, injunction, constitutional ruling, order or decree binding upon Minera Alamos or any of its subsidiaries that has or could reasonably be expected to have the effect of prohibiting, restricting, or impairing any business practice of any of them, any acquisition or disposition of property by any of them, or the conduct of the business by any of them as currently conducted, which could reasonably be expected to have a Material Adverse Effect.
- (dd) There is no investment banker, broker, finder or other financial intermediary that has been retained by or is authorized to act on behalf of any of Minera Alamos or its subsidiaries who is entitled to any fee or commission from any of Minera Alamos or its subsidiaries in connection with the transactions contemplated hereby or will have any ongoing commitment from Minera Alamos or its subsidiaries after the Effective Time.
- (ee) **Insurance.** All insurance maintained by Minera Alamos or any of its subsidiaries is in full force and effect and in good standing and neither Minera Alamos nor any of its subsidiaries is in default, whether as to payment of premium or otherwise, under the

terms of any such insurance nor has Minera Alamos or any of its subsidiaries failed to give any notice or present any material claim under any such insurance in a due and timely fashion or received notice or otherwise become aware of any intent of an insurer to either claim any default on the part of Minera Alamos or any of its subsidiaries or not to renew any policy of insurance on its expiry or to increase any deductible or cost, except where such failure or default or other event would not reasonably be expected to have a Material Adverse Effect.

- (ff) **Corrupt Practices Legislation.** Neither Minera Alamos nor its subsidiaries and affiliates, nor any of their respective officers, directors or employees acting on behalf of Minera Alamos or any of its subsidiaries or affiliates has taken, committed to take or been alleged to have taken any action which would cause Minera Alamos or any of its subsidiaries or affiliates to be in violation of the *United States' Foreign Corrupt Practices Act* (and the regulations promulgated thereunder), the *Corruption of Foreign Public Officials Act* (Canada) (and the regulations promulgated thereunder) or any applicable Law of similar effect of Mexico or any other jurisdiction, and to the knowledge of Minera Alamos no such action has been taken by any of its agents, representatives or other Persons acting on behalf of Minera Alamos or any of its subsidiaries or affiliates.

**SCHEDULE E
VOTING AND SUPPORT AGREEMENT**

THIS AGREEMENT is made as of October ____, 2024

AMONG:

MINERA ALAMOS INC., a corporation existing under the laws of the Province of Ontario (the “**Minera**”)

- and -

[Insert Name] (the “**Securityholder**”)

RECITALS:

1. The Securityholder is the beneficial owner of, or has control or direction over, the Subject Securities.
2. The Securityholder understands that Sabre Gold Mines Corp. (the “**Company**”) and Minera are, contemporaneously with the execution and delivery of this Agreement, executing and delivering the Arrangement Agreement.
3. This Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

Capitalized terms used and not otherwise defined herein have the meanings ascribed thereto in the Arrangement Agreement. In this Agreement, including the recitals:

“**Arrangement Agreement**” means the arrangement agreement dated as of the date hereof between the Company and Minera;

“**Business Day**” means any day, other than a Saturday, a Sunday or a day on which commercial banks are authorized or obligated by law to be closed in Toronto, Ontario, or on which any Exchange is closed;

“**Exchange**” means the Toronto Stock Exchange or the TSX Venture Exchange or, in each case, any successor thereto.

“**Expiry Time**” has the meaning ascribed thereto in Section 3.1(a);

“**Law**” or “**Laws**” means all federal, provincial, state, municipal, regional and local laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity,

orders, rulings, ordinances or legally binding policies, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity that, in each case have the force of law, and the term “applicable” with respect to such Laws and in a context that refers to one or more Parties, means such Laws as are binding upon or applicable to such Party or its business or assets;

“**Notice**” has the meaning ascribed thereto in Section 4.8;

“**Subject Securities**” means the [**Subject Shares, any Sabre Options, Sabre Convertible Notes, Sabre DSUs, and Sabre RSUs**] owned or controlled by the Securityholder, as set forth in Schedule A;

“**Subject Shares**” means all Sabre Shares owned or controlled by the Securityholder, which, for greater certainty, shall include any Sabre Shares issuable upon the exercise or conversion of any Sabre Options, Sabre Convertible Notes and all of the vested and unvested Sabre DSUs and Sabre RSUs owned or controlled by the Securityholder; and

“**Transfer**” has the meaning ascribed thereto in Section 3.1(a)(i).

1.2 Singular; Plural, etc.

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.3 Headings, etc.

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.4 Date for any Action

If any period expires on a day which is not a Business Day or any event or condition is required by the terms of this Agreement to occur or to be fulfilled on a day which is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding day which is a Business Day.

1.5 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the Laws of the Province of Ontario and the Laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising under and in relation to this Agreement and the Arrangement and waives any defences to the maintenance of an action in the courts of the Province of Ontario.

1.6 Incorporation of Schedules

The Schedules attached hereto and described below shall, for all purposes hereof, form an integral part of this Agreement.

Schedule A – Subject Securities

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder represents and warrants to Minera (and acknowledges that Minera is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement) the matters set out below:

- (a) The Securityholder has the legal capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;
- (b) The Subject Securities represent all the securities of the Company beneficially owned, directly or indirectly, or controlled or directed by the Securityholder as at the date hereof. Other than the Subject Securities, neither the Securityholder nor any affiliate, as applicable (i) owns beneficially, or exercises control or direction over, directly or indirectly, additional securities of the Company or any of its affiliates or (ii) has any agreement or option, or right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Securityholder or any affiliate, as applicable, or transfer to the Securityholder or any affiliate, as applicable, of additional securities of the Company or any of its affiliates;
- (c) Except as otherwise provided in the Arrangement Agreement, the Securityholder is, and will continue to be at the Effective Time, the beneficial owner of the Subject Securities (subject to any exercise of Sabre Options, Sabre DSUs and Sabre RSUs in accordance with their terms for Sabre Shares), with good and marketable title thereto, free and clear of all encumbrances, liens, restrictions (other than resale, vesting or other similar restrictions), charges, claims and rights of others;
- (d) The Securityholder has the right to vote (to the extent permitted by the attributes of such Subject Securities) or direct the voting of the Subject Securities;
- (e) No person has any agreement or option, or any right or privilege (whether by Laws, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities or any interest therein or right thereto, except Minera pursuant to the Arrangement or as otherwise provided in the Arrangement Agreement; and
- (f) Other than this Agreement and the Sabre Equity Compensation Plans none of the Subject Securities are subject to any proxy, voting trust, vote pooling or other agreement

with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind.

2.2 Representations and Warranties of Minera

Minera represents and warrants to the Securityholder (and acknowledge that the Securityholder is relying on these representations and warranties in completing the transactions contemplated hereby) the matters set out below:

- (a) Minera is a corporation existing under the laws of the Province of Ontario, and has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Minera. This Agreement has been duly executed and delivered by Minera and constitutes a valid and binding obligation of Minera enforceable against Minera in accordance with its terms, subject to bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;
- (b) Neither the execution nor delivery by Minera of this Agreement nor the completion of the transactions contemplated hereby or the compliance by Minera with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating or governing documents, by-laws or resolutions of Minera; (ii) any judgment, decree, order or award of any Governmental Entity; or (iii) any applicable Laws;
- (c) There is no private or governmental action, suit, claim, arbitration, investigation or other proceeding in progress or pending before any Governmental Entity, or, to the knowledge of Minera, threatened against Minera or any of its affiliates or any of their directors or officers (in their capacities as such) that, individually or in the aggregate, would adversely affect in any manner Minera's ability to enter into this Agreement or perform its obligations under this Agreement. There is no judgment, decree or order against Minera or any of its affiliates or any of their directors or officers (in their capacities as such) that would prevent, enjoin, alter, delay or adversely affect in any manner the ability of Minera to enter into this Agreement or to perform its obligations under this Agreement; and
- (d) No consent, waiver, approval, authorization, order, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental Entity which has not been made or obtained is required to be made or obtained by Minera in connection with the execution and delivery by Minera and enforcement against Minera of this Agreement or the consummation of any transactions provided for herein, except for, in

either case, for those specifically set forth in the Arrangement Agreement with respect to the consummation of the Arrangement.

ARTICLE 3 COVENANTS

3.1 Covenants of the Securityholder

- (a) The Securityholder hereby covenants that from the date of this Agreement until the earlier of the termination of this Agreement in accordance with its terms and the Effective Time (such earlier time being the “**Expiry Time**”), the Securityholder shall not:
 - (i) sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option, grant a security interest in or otherwise dispose of any right or interest in (any such event, a “**Transfer**”) any of the Subject Securities, or enter into any agreement, arrangement or understanding in connection therewith, without having first obtained the prior written consent of Minera, other than (W) pursuant to the Arrangement Agreement, or (X) the exercise of Sabre Options, Sabre DSUs or Sabre RSUs in accordance with their terms for Sabre Shares that will become subject to this Agreement as if they were Subject Shares owned by the Securityholder on the date hereof; or
 - (ii) other than as set forth herein, grant any proxies or powers of attorney, deposit any Subject Securities into a voting trust, in any way transfer any of the voting rights associated with any of the Subject Securities, or enter into a voting agreement understanding or arrangement with respect to (X) the right to vote, (Y) the calling of meetings of Sabre Shareholders or (Z) the giving of any consents or approvals of any kind with respect to any Subject Securities.
- (b) The Securityholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time to vote (or cause to be voted) all the Subject Securities at any meeting of any of the securityholders of the Company at which the Securityholder is entitled to vote, including without limitation the Sabre Meeting, and in any action by written consent of the securityholders of the Company:
 - (i) in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement

(and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement); and

- (ii) against any:
 - (A) merger, reorganization, consolidation, amalgamation, arrangement, business combination, or share exchange, liquidation, dissolution, recapitalization, or similar transaction involving the Company;
 - (B) sale, lease or transfer of any significant part of the assets of the Company;
 - (C) Acquisition Proposal;

(in each case other than the transactions contemplated by the Arrangement Agreement, and any other agreement or transaction involving Minera or its affiliates)

 - (D) action that would reasonably be expected to impede, delay, interfere with, or discourage the transactions contemplated by the Arrangement Agreement; and
 - (E) action that would result in a breach of any covenant or other obligation of the Company in the Arrangement Agreement.

In connection with the foregoing, subject to this Section 3.1(b), the Securityholder hereby agrees to deposit a proxy, duly completed and executed in respect of all of the Subject Securities at least 10 days prior to the Sabre Meeting, voting all such Subject Securities in favour of the Arrangement Resolution. The Securityholder hereby agrees that neither it nor any person on its behalf will take any action to withdraw, amend or invalidate any proxy deposited by the Securityholder pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Securityholder might have unless prior written consent from Minera has been obtained or this Agreement is terminated in accordance with Section 4.1.

- (c) The Securityholder hereby consents to:
 - (i) details of this Agreement being set out in any information circular and court documents produced by the Company, Minera or any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Arrangement Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on SEDAR and EDGAR, without redaction other than certain contact information set out in Section 4.8 herein,

in each case, if and to the extent required under applicable Securities Laws.

3.2 Covenants of Minera

- (a) Minera hereby covenants to consummate the transactions contemplated by the Arrangement Agreement, in accordance with the terms thereof and subject to the termination rights therein.
- (b) Minera hereby covenants to use its reasonable commercial efforts to assist the Company in effecting the Arrangement and to successfully complete the Arrangement in the manner contemplated by this Agreement and the Arrangement Agreement.

ARTICLE 4 GENERAL

4.1 Termination

This Agreement shall terminate and be of no further force or effect upon the earliest to occur of:

- (a) the agreement in writing of Minera and the Securityholder;
- (b) the termination of the Arrangement Agreement in accordance with its terms;
- (c) written notice by the Securityholder if:
 - (i) the Effective Time has not occurred on or prior to the Outside Date; or
 - (ii) the Arrangement Agreement is amended to decrease or change the form of the Consideration, or is amended in any other respect that is materially adverse to the Securityholder.

4.2 Effect of Termination

If this Agreement is terminated in accordance with the provisions of Section 4.1, no party will have any further liability to perform its obligations under this Agreement except as expressly contemplated by this Agreement.

4.3 Time of the Essence

Time shall be of the essence in this Agreement.

4.4 Equitable Relief; Specific Performance

The parties agree that irreparable harm will occur for which money damages will not be an adequate remedy at Law in the event that any of the provisions of this Agreement are not performed by any of the parties in accordance with their terms or are otherwise breached. It is accordingly agreed that in the event of a breach or threatened breach of the provisions of this Agreement by a party hereto, the other party hereto shall be entitled to seek an injunction or injunctions and other equitable relief and shall be entitled to apply for an order or orders for specific performance as may be necessary to ensure that the other party complies with and performs its obligations under this Agreement. Each party hereto hereby agrees not to seek the posting of any security bond or other assurance in respect of such injunctive or other equitable relief. Such remedies will not be deemed to be exclusive remedies for any breach of this Agreement and will be in addition to all other remedies available at Law or equity.

4.5 Capacity and Fiduciary Duties

Nothing herein shall restrict or limit the actions of any director or officer required to be taken in the discharge of his or her fiduciary duties as a director or officer of the Securityholder or any subsidiary of the Securityholder, as applicable. Minera further hereby agrees that the Securityholder is entering into this Agreement and the understandings herein solely in its capacity as a securityholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Securityholder or any of its affiliates, directors or officers, as applicable, in his or her capacity as a director or officer of the Company or any of its subsidiaries. For greater certainty, nothing herein shall in any way restrict, limit or prohibit any person from taking in good faith any actions, or in any way limit any actions that a person may take necessary to discharge such person's fiduciary duties as a director or officer of the Company or any of its subsidiaries or that is permitted by the Arrangement Agreement and any such action taken by a director or officer of the Company or any of its subsidiaries shall not constitute a violation of this Agreement.

4.6 Waiver; Amendment

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Securityholder and Minera or in the case of a waiver, by the party against whom the waiver is to be effective and no failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise.

4.7 Entire Agreement

This Agreement (including the schedules attached to this Agreement) constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof.

4.8 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail:

- (a) if to Minera:

Minera Alamos Inc.
55 York Street, Suite 402
Toronto, Ontario
M5J 1R7

Attention: Darren Koningen

E-mail: dkoningen@mineraalamos.com

with a copy (which shall not constitute notice) to:

Gowling WLG (Canada) LLP
Suite 1600, 100 King Street W.
Toronto, Ontario M5X 1G5

Attention: Ian Mitchell

Telephone: 416-862-3546

E-mail: ian.mitchell@gowlingwlg.com

(b) if to the Securityholder:

[•]

Email: [•]

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of receipt. If the Notice is delivered or transmitted after 5:00 p.m. local time or if the day is not a Business Day, then the Notice shall be deemed to have been given and received on the next Business Day.

Either party hereto may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section.

4.9 Severability

If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

4.10 Successors and Assigns

This Agreement shall be binding on and shall enure to the benefit of the parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties without the prior written consent of all parties.

4.11 Expenses

Each party shall pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

4.12 Independent Legal Advice

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.13 Further Assurances

The parties hereto shall, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

4.14 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or other electronic transmission, and all the counterparts and electronic copies together constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement.

Minera Alamos Inc.

By:

Name:

Title:

[name of corporate entity, if applicable]

By: **[NAME OF SECURITYHOLDER]**

Name:

Title:

**SCHEDULE F
SUBJECT SECURITIES**

Subject Shares	Sabre Options	DSUs	RSUs	Sabre Convertible Notes