

MINERAL PROPERTY PURCHASE AGREEMENT

THIS MINERAL PROPERTY PURCHASE AGREEMENT (the “**Agreement**”) dated the 7th day of May, 2025.

AMONG:

EXPLORACIONES ALORO, S.A. DE C.V., a company formed under the laws of Mexico with an address at Avenida Ocampo No. 3806, Colonia Bellavista, C.P. 31030, Chihuahua, Chih. (email: tdoyle@aloromining.com)

(the “**Vendor**”)

AND:

ALORO MINING CORP., a company incorporated under the laws of British Columbia having an address for business at 250 - 750 West Pender St., Vancouver, British Columbia V6C 2T7 (email: tdoyle@aloromining.com)

(“**Aloro**” and, together with the Vendor, the “**Aloro Group**”)

AND:

ALAMOS GOLD INC., a company incorporated under the laws of Ontario having an address for business at Brookfield Place 181 Bay Street, Suite 3910, Toronto, Ontario M5J 2T3 (email: notice@alamosgold.com)

(“**Alamos**” and together with the Vendor and Aloro, the “**Parties**” and each a “**Party**”)

WHEREAS:

- A. The Vendor is the sole recorded and beneficial owner of certain mineral concessions known as the Los Venados Property in Sonora, Mexico as further described in Schedule “A” hereto (any such mineral concession is referred to herein as a “**Property**” and together, the “**Properties**”);
- B. On October 19, 2020, the Vendor and Minas de Oro Nacional, S.A. de C.V. (“**MON**”) entered into an Exploration with Assignment of Mining Rights Option Agreement, as amended from time to time (the “**Exploration Agreement**”);
- C. The Vendor wishes to sell all of his right, title and interest in and to the Properties to MON, a wholly owned subsidiary of Alamos;
- D. The Vendor and Alamos wish to terminate or cause to be terminated, as the case may be, the Exploration Agreement upon the closing of the transactions contemplated by this Agreement; and
- E. The Parties wish to enter into this Agreement to set forth their respective rights and obligations in respect of the sale of the interest in the Properties.

NOW THEREFORE in consideration of the premises and of the mutual covenants, agreements and representations and warranties of the Parties hereinafter contained, the Parties covenant and agree as follows:

1. Purchase and Sale of Properties. Subject to the receipt of the Special Resolution and the TSX-V Approval (each as defined below) and the satisfaction or waiver of the conditions contained in Sections 6, 7 and 8, the Vendor agrees to sell, transfer, assign and convey to MON and Alamos agrees to cause MON to purchase a 100% interest in and to the Properties and all Property Rights associated with or to be derived from the Properties, free and clear of all liens, security interests, mortgages, charges, encumbrances or other claims of any third party, whether registered or unregistered and whether arising by agreement, statute or otherwise (the “**Liens**”) except for the underlying royalties as set out in Schedule “A” hereto (the “**Underlying Royalties**”). For the purpose of this Agreement, “**Property Rights**” means all exploration, exploitation and mining licenses, permits, leases, easements, rights-of-way, certificates and other mining interests and approvals obtained by any person before or after the date of this Agreement in respect of a Property and in which the Vendor holds an interest and which are necessary or desirable for the exploration and development of the Properties, and all geological, geophysical, geochemical and engineering reports, charts, maps and other data and documentation relating to the Properties and owned or controlled by the Vendor (in electronic format as well as paper format where available), including prior exploration and development results, proposed work programs and budgets, pre-feasibility or feasibility studies and reports, valuations, reserve estimates and the like. In consideration therefore, Alamos will pay or cause to be paid to the Vendor:
 - (a) the sum of \$100,000 within five (5) business days following the execution and delivery of this Agreement (the “**Initial Payment**”), *provided* that (i) if the Special Resolution of the shareholders of Aloro has not obtained by August 1, 2025, (ii) the Transfer (as defined below) has not been completed by December 31, 2025 (the “**Transfer Deadline**”) which Transfer Deadline may be extended for additional six (6) month periods by Alamos on written notice to Aloro, or (iii) the transactions contemplated by this Agreement are terminated as a result of a default by Aloro or the Vendor (each an “**Event of Default**”), this Agreement shall be terminated and both the Initial Payment and any payments made by Alamos or MON in respect of the Property after that date hereof shall promptly be returned to Alamos without deduction, upon written notice by Alamos of such Event of Default. In the event that the Initial Payment has not been returned within five (5) business days of such notice of an Event of Default, the Vendor shall grant to Alamos a 2% net smelter return royalty with respect to the Properties on customary industry terms, in addition to all other remedies available to Alamos at law or in equity;
 - (b) the sum of \$320,000 (the “**Closing Payment**” and, together with the Initial Payment, the “**Purchase Price**”) within five (5) business days following the registration of MON before the Mexican Mining Authority as the sole and exclusive titleholder of Properties and all Property Rights associated with or to be derived from the Properties (the “**Transfer**”); and
 - (c) assume the obligations arising from the Underlying Royalties.
2. Transfer of Properties and Property Rights. In exchange for the Purchase Price, the Vendor shall deliver to MON:
 - (a) registrable transfer documentation to transfer a 100% undivided, beneficial and legal interest in and to the Properties and all associated Property Rights to MON or as directed

by Alamos, in form and substance satisfactory to MON and Alamos, acting reasonably; and

- (b) any and all available relevant technical data, geotechnical reports, environmental reports, maps, digital files and other data with respect to all the gold properties located in Mexico (including the Properties) in the Aloro Group's possession or control, including soil samples, and all records and files relating to such properties.

3. Aloro Group's Representations and Warranties. The Vendor and Aloro each jointly and severally represents and warrants to Alamos that, as at the date of this Agreement and as at the date of the closing (the "**Closing Date**") of the purchase of the Properties and acknowledges and agrees that Alamos is relying upon such representations and warranties in connection with the purchase of the Properties:

- (a) the Vendor is the sole recorded and beneficial owner of an undivided 100% interest in and to the Properties;
- (b) the Properties are accurately described in Schedule "A" hereto;
- (c) the concessions comprising the Properties were properly located, recorded and filed with appropriate governmental agencies and (i) each Property is in good standing under the laws of Mexico; (ii) all assessment work required to hold the claims comprising the Properties has been performed and all governmental fees have been paid and all filings required to maintain the claims comprising the Properties in good standing have been properly and timely recorded or filed with appropriate governmental agencies; and (iii) the Vendor has no knowledge of conflicting mineral claims;
- (d) the Vendor is the owner of a 100% registered and beneficial right, title and interest in and to the Properties and the Properties are free and clear of all Liens, royalties, property interest or other payments in the nature of a rent or royalty, or other interests of whatsoever nature or kind recorded or unrecorded other than the Underlying Royalties and there is no adverse claim or challenge to ownership of any of the Properties. There are no outstanding rights or options to acquire or purchase any of the Properties or any third party royalties, net profits interests or similar interests relating to any of the Properties;
- (e) the Vendor has the right to enter into this Agreement and to sell the Properties in accordance with the terms of this Agreement, there are no disputes over the title to the Properties, and no other party has any interest in the Properties or the production therefrom or any right to acquire any such interest;
- (f) during the period when Aloro Group was the operator in respect of the Properties (until October 19, 2020), it has at all times complied with all Environmental Laws. Neither the Vendor or Aloro has received any Environmental Notice with respect to a matter relating to the Properties, or its operations or activities on the Properties that has not been remedied, corrected or cured. Neither the Vendor or Aloro is in default in filing any material report or information with any governmental authority in respect of the Properties as required pursuant to any applicable Environmental Laws. For the purposes of this Section 3(f):
 - (i) "**Environmental Laws**" means all applicable federal, provincial, municipal or local laws, statutes, bylaws, rules, regulations, orders, decrees, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other

similar requirements relating to environmental matters or occupational health and safety, including any applicable federal, provincial, municipal or local laws, statutes, bylaws, rules, regulations, orders, decrees, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other similar requirements having as a purpose or effect the protection of the environment, the prevention or reduction to acceptable levels of pollution or the provision of remedies in respect of damage arising therefrom, as they may be amended and restated from time-to-time;

- (ii) **“Environmental Notice”** means any written directive or notice of infraction or written notice respecting any claim, investigation, proceeding or judgment from any governmental authority relating to non-compliance with or breach of any Environmental Laws or Environmental Authorizations in connection with the Properties or the use of the Properties by the Vendor or any other person; and
- (iii) **“Environmental Authorization”** means all authorizations issued pursuant to any Environmental Laws in connection with the operation, ownership or use of the Properties by the Vendor or any other person;
- (g) to the knowledge of the Aloro Group, there are no outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Properties and the conduct of the operations related thereto, and neither the Vendor or Aloro has received any notice of same and is not aware of any basis on which any such orders or direction could be made;
- (h) to the knowledge of the Aloro Group, there has been no known spill, discharge, deposit, leak, emission or other release of any hazardous substance on, into, under or affecting any of the Properties and no hazardous substance is stored in any type of container on, in or under any of the Properties;
- (i) the Aloro Group has complied with all laws applicable to its activities on and in respect of each of the Properties and without limiting the generality of the foregoing, has not used any part of any Property, or permitted any part of any Property to be used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process hazardous substances, and, to the best of the Aloro Group’s knowledge and belief, neither has any other person; and no claim comprising any of the Properties is the subject of any investigation by any governmental authority evaluating whether any remedial action is needed to respond to a release of any hazardous substance into the environment;
- (j) the Vendor’s ownership of the Properties is in compliance with, is not in default or violation in any material respect under, and neither the Vendor nor Aloro has been charged with or received any notice at any time of any material violation of any statute, law, ordinance, regulation, rule, decree or other applicable regulation in connection with the Properties;
- (k) the Aloro Group duly filed all reports and returns required to be filed with governmental authorities and has obtained all governmental permits and other governmental consents, except as may be required after the execution of this Agreement and all of such permits and consents are in full force and effect, and no proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or to the knowledge of the Vendor or Aloro, threatened, and none of them will be adversely affected by the entry into this Agreement;

- (l) the Vendor has held the Properties in material compliance with all laws, rules, statutes, ordinances, orders and regulations and neither the Vendor nor Aloro has received any notice of any violation thereof, nor is the Vendor or Aloro aware of any valid basis therefore;
 - (m) there is no adverse claim or challenge against or to the ownership of or title to any part of the Properties and, to the knowledge of the Vendor and Aloro, there is no basis for such adverse claim or challenge which may affect the Properties;
 - (n) there are no actions, suits, proceedings or enquiries pending or, to the knowledge of the Vendor or Aloro, threatened against or affecting the Vendor, Aloro or the Properties at law or in equity or before or by any governmental authority which in any way adversely affects or may in any way adversely affect the Properties, the Vendor, Aloro or the Vendor or Aloro's ability to perform its obligations hereunder;
 - (o) each of the Vendor and Aloro has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto;
 - (p) other than the TSX-V Approval (as defined herein), no filing with, notice to, or any authorization of, any governmental authority is required on the part of the Vendor or Aloro as a condition to the lawful completion of the transactions contemplated by this Agreement where the failure to make the filing, give the notice or obtain such authorization would materially impede the Vendor or Aloro's ability to perform its obligations under this Agreement or to consummate the transactions contemplated by this Agreement;
 - (q) there is no requirement to obtain any material consent, approval or waiver of any party under any contract that the Vendor or Aloro is party to, to the completion of the transactions contemplated by this Agreement;
 - (r) all taxes, assessments, rentals, levies or other payments relating to the Properties and required to be made to any federal, provincial or municipal governmental instrumentality have been made;
 - (s) neither the Vendor nor Aloro has committed an act of bankruptcy, proposed a compromise or arrangement to its creditors generally, had any petition for a receiving order in bankruptcy filed against it, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt, taken any proceeding to have a receiver appointed for any part of its assets, had an encumbrancer take possession of any of its property, or had any execution or distress become enforceable or become levied upon any of its property; and
 - (t) the Vendor and Aloro have duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Vendor and Aloro enforceable against the Vendor and Aloro in accordance with its terms, except as such enforceability may be limited by Applicable Laws and by general principles of equity.
4. Survival of Aloro Group's Representations and Warranties. The representations and warranties of the Vendor and Aloro in this Agreement shall survive the closing of the sale of the Properties contemplated hereby and shall continue in full force and effect for the benefit of Alamos for two (2) years following the execution of this Agreement. Such representations and warranties shall apply to all assignments, conveyances, transfers and documents delivered in connection with this

Agreement, and there shall not be any merger of any representations and warranties in such assignments, conveyances, transfers or documents notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived. The Vendor shall indemnify and save harmless Alamos from and against any loss, damages, actions and costs arising from the Vendor's representations and warranties given hereunder or pursuant to this Agreement being incorrect or breached.

5. Covenants of the Aloro Group. Subject to the other terms and conditions of this Agreement, Aloro and the Vendor, as applicable, hereby covenant and agree with Alamos as follows:

(a) Aloro Shareholder Meeting. In a timely and expeditious manner, Aloro shall:

- (i) prepare the Aloro Circular, provide Alamos with a reasonable opportunity to comment thereon, reasonably consider all comments provided thereon by Alamos, and subsequently file the Aloro Circular, together with any other documents required by all applicable federal, provincial, municipal or local laws, statutes, bylaws, rules, regulations, orders, decrees, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other similar requirements ("**Applicable Laws**"), in all jurisdictions where the Aloro Circular is required to be filed and mail the Aloro Circular, in accordance with all Applicable Laws, in and to all jurisdictions where the Aloro Circular is required to be mailed, complying in all material respects with all Applicable Laws on the date of the mailing thereof and in the form and containing the information required by all Applicable Laws, and not containing any misrepresentation (as defined under applicable securities laws) with respect thereto, other than with respect to any information relating to and provided by Alamos. The Aloro Circular will include information in sufficient detail to permit the shareholders of Alamos to form a reasoned judgment concerning the matters to be placed before them at the Aloro Shareholder Meeting. The Aloro Circular shall also include all information, disclosure and other documentation required by MI 61-101, if applicable, and such other financial, operational and other information and disclosure required under Applicable Laws. To the extent required by Applicable Laws, Aloro covenants and agrees to take any and all actions necessary to obtain at the Aloro Shareholder Meeting minority approval of the Special Resolution under MI 61-101 and to provide disclosure in respect thereof in the Aloro Circular;
- (ii) subject to the terms of this Agreement: (A) take commercially reasonable lawful action to solicit proxies in favour of the Special Resolution as the board of directors of Aloro may determine; (B) recommend (and the board of directors of Aloro shall in the Aloro Circular recommend) to all shareholders of Aloro that they vote in favour of the Special Resolution; and (C) include in the Aloro Circular the Aloro Board Approval and a statement that each director and officer of Aloro intends to vote all of such person's shares of Aloro's in favour of the Special Resolution; and
- (iii) convene and conduct the Aloro Shareholder Meeting in accordance with Aloro's constating documents and Applicable Laws as soon as reasonably practicable and in any event no later than August 1, 2025 (or such later date as may be consented to by Alamos or otherwise permitted pursuant to this Agreement).

For the purposes of this Agreement:

- (i) **“Aloro Board Approval”** means the approval of the board of directors of Aloro, after consultation with its outside legal counsel and financial advisors, unanimously determining that this Agreement and the transactions contemplated hereunder are in the best interests of Aloro and accordingly approving the entering into of this Agreement and the making of a recommendation that shareholders of Aloro vote in favour of the Special Resolution;
 - (ii) **“Aloro Circular”** means the notice of the Aloro Shareholder Meeting to be sent to the shareholders of Aloro and the management information circular to be prepared in connection with the Aloro Shareholder Meeting, together with any amendments thereto or supplements thereof, and any other information circular or proxy statement which may be prepared in connection with the Aloro Shareholder Meeting;
 - (iii) **“Aloro Shareholder Meeting”** means the special meeting, including any adjournments or postponements thereof, of the shareholders of Aloro to be held to consider, among other things, and, if deemed advisable, to approve, the Special Resolution, to the extent required; and
 - (iv) **“Special Resolution”** means the special resolution of the shareholders of Aloro approving the transactions contemplated by this Agreement, including (i) the sale of the Properties to MON, and (ii) such other matters as may be required by Applicable Laws.
- (b) Amendments to Circular. In a timely and expeditious manner and subject to providing Alamos with a reasonable opportunity to comment thereon, Aloro shall prepare and file any mutually agreed (or as otherwise required by Applicable Laws) amendments or supplements to the Aloro Circular (which amendments or supplements shall be in a form satisfactory to the Parties, acting reasonably), complying in all material respects with all Applicable Laws on the date of the mailing thereof.
- (c) Adjournment. Aloro shall not adjourn, postpone or cancel the Aloro Shareholder Meeting (or propose to do so), except: (i) in the case of an adjournment, if quorum is not present at the Aloro Shareholder Meeting; (ii) if required by Applicable Laws; or (iii) if otherwise agreed with Aloro.
- (d) Interim Period. From and after the date hereof until the closing or termination of this Agreement as herein provided, the Vendor covenants to perform in accordance with the following obligations:
- (i) the Vendor shall not sell, assign or convey any right, title or interest whatever in or to the Properties to any third party or create or permit to exist any Lien, encumbrance or charge on the Properties which will not be paid in full at the closing of this Agreement. To the extent that any easements or declarations are proposed that will affect the Properties, the Vendor shall neither execute said easements and declarations, nor suffer the execution of same by or on behalf of the Vendor, without Alamos’s prior written consent, which consent may be withheld by Alamos in its sole, absolute and unfettered discretion;

- (ii) the Vendor shall not take any action, or omit to take any action, which action or omission would have the effect of violating or rendering untrue any representation, warranty, covenant or agreement contained herein. The Vendor shall give Alamos prompt written notice of any change in any of the Vendor's representations or warranties set forth in this Agreement;
- (iii) the Vendor shall keep and maintain the Properties in good order and condition and will not permit any waste with respect thereto. The Vendor will not make any change to the physical condition of the Properties except as contemplated by this Agreement or as otherwise approved by Alamos. The Vendor will not permit any exploration, extraction or mining of any mineral rights associated with or beneath the Properties from the surface of the Properties and will not enter into any agreement with or grant any right in favour of a third party for the use, entitlement to, exploration, extraction or mining of any mineral rights associated with or beneath the Properties (including without limitation any agreement or understanding for surface access rights over or across the Properties) without the prior written consent of Alamos, which consent may be withheld by Alamos in its sole, absolute and unfettered discretion. The Vendor will notify Alamos of any exploration or extraction of any mineral rights associated with the Properties which occurs from an adjoining property and will notify the Vendor of any written challenges, claims, assertions, applications or requests for cooperation made by any third parties or of which the Vendor becomes aware regarding the ownership, use, entitlement to, extraction or mining of any mineral rights associated with or beneath the Properties, including without limitation any agreement or understanding for surface access rights over or across the Properties;
- (iv) the Vendor shall not violate any lawful order or directive of a governmental agency with respect to the Properties and shall at all times comply with all laws applicable to the Properties. The Vendor shall promptly, and in any event prior to the closing of the transactions contemplated by this Agreement, correct any violation of which the Vendor becomes aware; and
- (v) the Vendor shall not negotiate with third parties for the transfer of any interest in the Properties, whether as a back up offer or otherwise.

6. Mutual Conditions of Closing in Favour of the Parties. The obligations of the Parties to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, as of the Closing Date, of each of the following conditions, which are for the benefit of, and may only be waived in writing by, the Parties collectively:

- (a) no Applicable Law is in effect that makes the consummation of the transactions contemplated by this Agreement illegal or otherwise prohibits or enjoins the Parties from consummating the transactions contemplated by this Agreement;
- (b) the Special Resolution shall have been passed by the shareholders of Aloro in accordance with Applicable Law;
- (c) Aloro shall have (i) given written notice to the TSX Venture Exchange Inc. (the "TSX-V") of this Agreement and the transactions contemplated herein, (ii) obtained the acceptance of the TSX-V to the transactions contemplated herein and (iii) satisfied any and all

conditions to the acceptance of the TSX-V to the transactions contemplated herein required by the TSX-V (the “**TSX-V Approval**”);

- (d) the Vendor and MON shall have entered into an agreement dated as of the Closing Date providing for the termination of the Exploration Agreement; and
- (e) the Vendor and MON shall have entered into an assignment agreement with respect to the Property (the “**Assignment Agreement**”) and such Assignment Agreement shall have been registered before the Mexican Mining Authority.

7. Conditions of Closing in Favour of Alamos. The obligations of Alamos to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, as of the Closing Date, of each of the following conditions, which are for the exclusive benefit of, and may only be waived in writing by, Alamos:

- (a) the representations and warranties made by the Aloro Group in this Agreement shall be true and correct in all respects without regard to any materiality qualifications contained in them, as of the Closing Date, as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date);
- (b) the Aloro Group shall have complied in all material respects with their covenants herein; and
- (c) from the date of this Agreement to the Closing Date, there shall not have occurred, and the Aloro Group shall not have incurred or suffered, any one or more changes, effects, events, occurrences or states of facts that, either individually or in the aggregate, have, or could reasonably be expected to have, a materially adverse effect on the Properties.

8. Conditions of Closing in Favour of the Aloro Group. The obligations of the Aloro Group to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, as of the Closing Date, of each of the following conditions, which are for the exclusive benefit of, and may only be waived in writing by, Aloro:

- (a) Alamos shall have complied in all material respects with its covenants herein; and
- (b) from the date of this Agreement to the Closing Date, there shall not have occurred, and Alamos shall not have incurred or suffered, any one or more changes, effects, events, occurrences or states of facts that, either individually or in the aggregate, have, or could reasonably be expected to have, a materially adverse effect on Alamos.

9. Closing Deliveries to the Aloro Group. On or prior to the Closing Date, the Aloro Group shall receive:

- (a) a copy of the Assignment Agreement, duly executed by Alamos;
- (b) the Closing Payment in accordance with Section 1(b);
- (c) a copy of a termination agreement executed by MON and/or Alamos providing for the termination of the Exploration Agreement; and

- (d) such other certificates, instruments of conveyance and documents required by this Agreement or as may reasonably be requested by the Aloro Group to carry out the intent and purposes of this Agreement.
10. Closing Deliveries to Alamos. On or prior to the Closing Date, Alamos shall receive:
- (a) a certificate of the Vendor addressed to Alamos and dated as of the Closing Date, signed on behalf of the Vendor by a senior executive officer of the Vendor (on the Vendor's behalf and without personal liability), confirming that the representations and warranties made by the Vendor in this Agreement shall be true and correct in accordance with Section 3 as at the Closing Date;
 - (b) a certificate of Aloro addressed to Alamos and dated as of the Closing Date, signed on behalf of Aloro by a senior executive officer of Aloro (on Aloro's behalf and without personal liability), confirming that the representations and warranties made by Aloro in this Agreement shall be true and correct in accordance with Section 3 as at the Closing Date;
 - (c) original or duplicate copies of the mining concession titles relating to the Property;
 - (d) a copy of the Assignment Agreement, duly executed by the Vendor and registered before the Mexican Mining Authority;
 - (e) a copy of a termination agreement executed by the Vendor and/or Aloro providing for the termination of the Exploration Agreement; and
 - (f) such other certificates, instruments of conveyance and documents required by this Agreement or as may reasonably be requested by Alamos to carry out the intent and purposes of this Agreement.
11. Further Assurances. Each Party shall execute, or cause to be executed all further documents or assurances as the other Parties may reasonably require to carry out the terms and intention of this Agreement.
12. Expenses. Except as otherwise expressly agreed by the Parties in writing, each Party will pay for its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated hereby, including the fees and expenses of legal counsel, investment advisors and accountants. For greater certainty, any costs associated with the Aloro Shareholder Meeting, the preparation of the Aloro Circular and obtaining the Special Resolution shall be for Aloro's account.
13. Notice. Any notice required or permitted to be given under this Agreement will be given by sending by email or other means of electronic communication capable of producing a printed copy the notice to the attention of the applicable Party at the email address of such Party set out on the first page of this Agreement, or to such other address as a Party may specify by notice in writing to the other Party in accordance with this Section. Any notice delivered or sent by email or other means of electronic communication capable of producing a printed copy by 4:00 p.m. local time on a business day will be deemed conclusively to have been effectively given on the day the notice was delivered or, if after such time, or if such day is not a business day, on the next following business day.

14. Payment. All references to monies hereunder will be in United States funds. All payments to be made to any Party hereunder may be made by cheque mailed or delivered to such Party to its address for notice purposes as provided herein, or to the order of such Party at such bank in Canada as such Party may designate from time to time by written notice. Such bank will be deemed the agent of the designating Party for the purpose of receiving, collecting and receipting such payment.
15. All Further Acts. Each of the Parties hereto will do any and all such acts and will execute any and all such documents as may be reasonably necessary from time to time to give full force and effect to the provisions and intent of this Agreement. The Vendor and Aloro further agree that they will, at any time and from time to time after the date hereof, upon Alamos's request, execute, acknowledge and deliver or cause to be executed and delivered, all further documents or instruments necessary to effect the transactions contemplated in this Agreement.
16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and replaces and supersedes all agreements, memoranda, correspondence, communications, negotiations and representations, whether verbal or express or implied, statutory or otherwise, between the Parties with respect to the subject matter herein.
17. Assignment. The Parties will not assign any right, benefit or interest in this Agreement without the written consent of the other Parties, which consent may not be unreasonably withheld.
18. Gender. Wherever the singular or neuter are used herein the same shall be deemed to include the plural, feminine or masculine.
19. Enurement. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
20. Governing Laws. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia with respect to any legal proceedings arising herefrom.
21. Counterparts and Electronic Means. This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the day and year first written above.
22. Schedules. The schedules referenced herein and attached to this Agreement are incorporated into and form part of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto as of the date first above written.

ALAMOS GOLD INC.

By: “Scott RG Parsons”

Name: Scott RG Parsons

Title: Vice President, Exploration

EXPLORACIONES ALORO, S.A. DE C.V.

By: “Thomas Doyle”

Name: Thomas Doyle

Title: Legal Representative

ALORO MINING CORP.

By: “Thomas Doyle”

Name: Thomas Doyle

Title: CEO

SCHEDULE "A"

Properties

		Validity			
Lot	Title	Start	End	Surface	Location
Los Venados 1	244241	July 14, 2015	July 13, 2056	1524.3090	Sahuaripa, Sonora
Los Venados 1	246230	March 23, 2018	March 22, 2068	1674.9225	Sahuaripa, Sonora

Royalties

2% net smelter return royalty granted to Minera Gavilan S.A. de C.V. ("**Minera**") pursuant to the Option Agreement, dated November 28, 2016, among Minera, Almadex Minerals Limited and Wolverine Minerals Corp.

2% net smelter return royalty granted to Compania Minera La Pitahaya S.A. de C.V. ("**Compania**") pursuant to the Option Agreement dated October 6, 2015, among Compania, Almadex Minerals Limited and Minera Gavilan S.A. de C.V.