

FIRST AMENDMENT TO ARRANGEMENT AGREEMENT

THIS FIRST AMENDMENT is dated as of December 6, 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, Sabre and Amalco Sub are parties to an arrangement agreement (the “**Agreement**”) dated October 28, 2024 providing for the acquisition by Minera Alamos of all of the issued and outstanding common shares of Sabre in exchange for common shares of Minera Alamos by way of a plan of arrangement under Section 192 of the *Canada Business Corporations Act*.
2. The Parties wish to make certain amendments to the Agreement as provided in this first amendment (this “**First Amendment**”).

THEREFORE, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

- 1.1.1 In this First Amendment, capitalized terms shall have the meanings ascribed to such terms in the Agreement unless otherwise defined herein.

**ARTICLE 2
AMENDMENT TO AGREEMENT**

2.1 Amendment to Schedule A

2.1.1 The Plan of Arrangement set out in Schedule A to the Agreement is hereby amended, effective as of December 3, 2024, as follows:

- (a) The defined term “Amalco Sub” set forth in Section 1.1 is deleted in its entirety and replaced with ““Amalco Sub” means 16474471 Canada Inc., a corporation incorporated under the CBCA.”; and
- (b) Paragraph 2.3(7)(d) is deleted in its entirety and replaced with “Articles. The articles of Sabre prior to the Amalgamation shall be deemed to be the articles of Amalco.”

**ARTICLE 3
GENERAL PROVISIONS**

3.1 Entire Agreement

3.1.1 This First Amendment shall be read together with the Agreement as one agreement and, save as expressly amended by this First Amendment, the Agreement shall remain unaltered and in full force and effect.

3.2 Severability

3.2.1 If any provision of this First Amendment is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this First Amendment 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 First Amendment 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.

3.3 Governing Law

3.3.1 This First Amendment 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.

3.4 Counterparts

3.4.1 This First Amendment 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 First Amendment, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

IN WITNESS WHEREOF the Parties have executed this First Amendment.

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