

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

78,062,984

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit and post such files).

Yes No

As a foreign private issuer that prepares its financial statements in accordance with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”), the Registrant is required to submit to the SEC and post on its corporate website Interactive Data Files (as defined by Item 11 of Regulation S-T) pursuant to Rule 405 of Regulation S-T.

However, it is the view of the Securities and Exchange Commission’s (the “Commission” or “SEC”) Division of Corporation Finance and Office of the Chief Accountant that the Registrant is not required to submit to the SEC and post on its corporate website Interactive Data Files until the SEC specifies on its website an IFRS taxonomy for use by foreign private issuers in preparing their Interactive Data Files.

As of the submission date of this Annual Report on Form 20-F, the SEC has not specified an IFRS taxonomy for the Registrant to use in preparing its Interactive Data Files.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer or a non-accelerated filer. See definition of “accelerated filer and large accelerated filer” in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP International Financial Reporting Standards as issued Other
by the International Accounting Standards Board

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

Yes No

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Glossary of Geologic and Mining Terms

Adularia: A colourless, moderate to low-temperature variety of orthoclase feldspar typically with a relatively high barium content. It is a prominent constituent of low sulphidation epithermal veins.

Alkalic Intrusive: An igneous rock emplaced below ground level in which the feldspar is dominantly sodic and/or potassic.

Alkalinity: The chemical nature of solutions characterized by a high concentration of hydroxyl ions.

Alteration: Usually referring to chemical reactions in a rock mass resulting from the passage of hydrothermal fluids.

Andesite: A dark-coloured, fine-grained extrusive rock that, when porphyritic, contains phenocrysts composed primarily of zoned sodic plagioclase (esp. andesine) and one or more of the mafic minerals (eg. Biotite, horn-blende, pyroxene), with a ground-mass composed generally of the same minerals as the phenocrysts; the extrusive equivalent of *diorite*. Andesite grades into *latite* with increasing alkali feldspar content, and into *dacite* with more alkali feldspar and quartz. It was named by Buch in 1826 from the Andes Mountains, South America.

Anomalous: A geological feature, often subsurface, distinguished by geological, geochemical or geophysical means, which is detectably different than the general surroundings and is often of potential economic value.

Anomaly: Any concentration of metal noticeably above or below the average background concentration.

Argillic: A form of alteration characterized by the alteration of original minerals to clays.

Arsenopyrite: A sulphide of arsenic and iron with the chemical composition FeAsS.

Assay: An analysis to determine the presence, absence or quantity of one or more components.

Axis: An imaginary hinge line about which the fold limbs are bent. The axis of a fold can be at the top or bottom of the fold, can be tilted or horizontal.

Batholith: An intrusion, usually granitic, which has a large exposed surface area and no observable bottom. Usually associated with orogenic belts.

Breccia: Rock consisting of more or less angular fragments in a matrix of finer-grained material or cementing material.

Brecciated: Rock broken up by geological forces.

Bulk sample: A very large sample, the kind of sample to take from broken rock or of gravels and sands when testing placer deposits.

Calc-silicate: Calcium-bearing silicate minerals. These minerals are commonly formed as a result of the interaction of molten rock and its derived, hot hydrothermal fluids with very chemically reactive calcium carbonate (limestone). Calc-silicate minerals include garnet, pyroxene, amphibole and epidote. These minerals are commonly described as skarn and are genetically and spatially associated with a wide range of metals

Chert: A very fine grained siliceous rock. Many limestones contain nodules and thin lenses of chert.

Chip sample: A sample composed of discontinuous chips taken along a surface across a given line.

Claim: That portion of public mineral lands, which a party has staked or marked out in accordance with provincial or state mining laws, to acquire the right to explore for the minerals under the surface.

Clastic: Consisting of rock material that has been mechanically derived, transported, and deposited. Such material is also called detrital.

Cleavage: The tendency of a crystal to split, or break, along planes of structural weakness.

Concordant Bodies: Intrusive igneous bodies whose contacts are parallel to the bedding of the intruded rock.

Conglomerate: Rock composed of mostly rounded fragments which are of gravel size or larger in a finer grained matrix.

Craton: A central stable region common to nearly all continents and composed chiefly of highly metamorphosed Precambrian rocks.

Cretaceous: Geological time period between 136 and 64 million years ago.

Crystalline: Means the specimen is made up of one or more groups of crystals.

Cut-off grade: The minimum grade of mineralization used to establish quantitative and qualitative estimates of total mineralization.

Dacite: A fine grained acid volcanic rock, similar to rhyolite in which the feldspar is predominantly plagioclase.

Degradation: The ongoing process of erosion in a stream.

Diagenesis: The changes that occur in a sediment during and after lithification. These changes include compaction, cementation, replacement, and recrystallization.

Diamond drill: A type of rotary drill in which the cutting is done by abrasion using diamonds embedded in a matrix rather than by percussion. The drill cuts a core of rock which is recovered in long cylindrical sections.

Dilution: Results from the mixing in of unwanted gangue or waste rock with the ore during mining.

Dip: Geological measurement of the angle of maximum slope of planar elements in rocks. Can be applied to beddings, jointing, fault planes, etc.

Discordant Bodies: Intrusive igneous bodies whose contacts cut across the bedding, or other pre-existing structures, to the intruded rock.

Disseminated deposit: Deposit in which the mineralization is scattered through a large volume of host rock, sometimes as separate mineral grains, or sometimes along joint or fault surfaces.

Dyke: A tabular, discordant, intrusive igneous body.

Earn in: The right to acquire an interest in a property pursuant to an Option Agreement.

Ejecta: Pyroclastic material thrown out or ejected by a volcano. It includes ash, volcanic bombs, and lapilli.

Epithermal: Epithermal deposits are a class of ore deposits that form generally less than 1 km from surface. These deposits, which can host economic quantities of gold, silver, copper, lead and zinc are formed as a result of the precipitation of ore minerals from up-welling hydrothermal fluids. There are several classes of epithermal deposits that are defined on the basis of fluid chemistry and resulting alteration and ore mineralogy. Fluid chemistry is largely controlled by the proximity to igneous intrusive rocks and as a result igneous fluid content.

Extrusive Rock: Igneous rock that has solidified on the earth's surface from volcanic action.

Fault: A fracture in a rock where there had been displacement of the two sides.

Faults: Breaks in rocks with noticeable movement or displacement of the rocks on either side of the break.

Feldspar: A group of aluminum silicate minerals closely related in chemical composition and physical properties. There are two major chemical varieties of feldspar: the potassium aluminum, or potash, feldspars and the sodium-calcium-aluminum, or plagioclase, feldspars. The feldspars possess a tetrahedral framework of silicon and oxygen, with the partial substitution of aluminum for the silicon. They make up about 60 percent of the earth's crust.

Felsic: Light colored silicate minerals, mainly quartz and feldspar, or an igneous rock comprised largely of felsic minerals (granite, rhyolite).

Fluid inclusion: A cavity, with or without negative crystal faces, containing one or two fluid phases, and possibly one or more minute crystals, in a host crystal. If two fluid phases are present, the vapor phase (bubble) may show Brownian motion.

Folds: Are flexures in bedded or layered rocks. They are formed when forces are applied gradually to rocks over a long period of time.

Fracture: Breaks in a rock, usually due to intensive folding or faulting.

Gangue: Term used to describe worthless minerals or rock waste mixed in with the valuable minerals.

Geochemical Anomaly: An area of elevated values of a particular element in soil or rock samples collected during the preliminary reconnaissance search for locating favourable metal concentrations that could indicate the presence of surface or drill targets.

Geochemistry: The study of the chemistry of rocks, minerals, and mineral deposits.

Geophysics: The study of the physical properties of rocks, minerals, and mineral deposits.

Gouge: The finely ground rock that results from the abrasion along a fault surface.

Grade: The concentration of each ore metal in a rock sample, usually given as weight percent. Where extremely low concentrations are involved, the concentration may be given in grams per tonne (g/t) or ounces per tonne (oz/t). The grade of an ore deposit is calculated, often using sophisticated statistical procedures, as an average of the grades of a very large number of samples collected from throughout the deposit.

Granite: A coarse grained, plutonic igneous rock that is normally pale pink, pale pink-brown, or pale grey, and composed of quartz, alkali feldspar, micas and accessory minerals.

Granodiorite: A coarse grained, plutonic igneous rock that is normally pale grey, and composed of quartz, calc-alkali feldspar, micas and accessory minerals.

Grid: A network composed of two sets of uniformly spaced parallel lines, usually intersecting at right angles and forming squares, superimposed on a map, chart, or aerial photograph, to permit identification of ground locations by means of a system of coordinates and to facilitate computation of direction and distance and size of geologic, geochemical or geophysical features.

Hectare: A square of 100 meters on each side.

Host rock: The rock within which the ore deposit occurs.

Hydrothermal: Of or pertaining to hot water, to the action of hot water, or to the products of this action, such as a mineral deposit precipitated from a hot aqueous solution; also, said of the solution itself. "Hydrothermal" is generally used for any hot water, but has been restricted by some to water of magmatic origin.

Igneous: Means a rock formed by the cooling of molten silicate material.

Induced polarization (I.P.) method: The method used to measure various electrical responses to the passage of alternating currents of different frequencies through near-surface rocks or to the passage of pulses of electricity.

Intermediate: An igneous rock made up of both felsic and mafic minerals (diorite).

Intrusion: General term for a body of igneous rock formed below the surface.

Intrusive Rock: Any igneous rock solidified from magma beneath the earth's surface.

Joint venture agreement: An agreement where the parties agree to the terms on which a property will be jointly explored, developed, and mined. (See also "Option agreement" and "Earn in").

Jurassic: Geological time period between 195 and 136 million years ago.

Kriging: (a) A statistical technique employed in calculating grade and tonnage of ore reserves from sampling data. The data are handled by computer. (b) A technique for interpolating which honors data points exactly. An output point is calculated as a linear combination of known data points. Kriging attempts to produce the best linear unbiased estimate. Used to interpolate between drill holes.

K-silicate: Potassium-bearing silicates. Potassium silicates are very common rock-forming minerals, however they are also formed by the interaction of hydrothermal fluids derived from the cooling intrusive rocks that are genetically and spatially associated with porphyry and epithermal deposits. Potassium feldspar (orthoclase) and potassium mica (biotite) are both commonly closely associated with copper-molybdenum ore in porphyry copper deposits.

K-spar: Potassium feldspar.

Lava: Means an igneous rock formed by the cooling of molten silicate material which escapes to the earth's surface or pours out onto the sea floor.

Limestone: Sedimentary rock that is composed mostly of carbonates, the two most common of which are calcium and magnesium carbonates.

Lithosphere: The crust and upper mantle, located above the asthenosphere and composing the rigid plates.

Mafic: A general term used to describe ferromagnesian minerals. Rocks composed mainly of ferromagnesian minerals are correctly termed melanocratic.

Magma: Naturally occurring molten rock material, generated within the earth and capable of intrusion and extrusion, from which igneous rocks have been derived through solidification and related processes. It may or may not contain suspended solids (such as crystals and rock fragments) and/or gas phases.

Massive: Implies large mass. Applied in the context of hand specimens of, for example, sulphide ores, it usually means the specimen is composed essentially of sulphides with few, if any, other constituents.

Metamorphic: Means any rock which is altered within the earth's crust by the effects of heat and/or pressure and/or chemical reactions. Pertains to the process of metamorphism or to its results.

Metasediment: A sediment or sedimentary rock that shows evidence of having been subjected to metamorphism.

Metavolcanic: An informal term for volcanic rocks that show evidence of having been subject to metamorphism.

Mineral claim: A legal entitlement to minerals in a certain defined area of ground.

Mineral Deposit or Mineralized Material: A mineralized underground body which has been intersected by sufficient closely spaced drill holes and/or underground sampling to support sufficient tonnage and average grade of

metal(s) to warrant further exploration-development work. This deposit does not qualify as a commercially mineable ore body (Reserves), as prescribed under Commission standards, until a final and comprehensive economic, technical, and legal feasibility study based upon the test results is concluded.

Mineral: A naturally occurring, inorganic, solid element or compound that possesses an orderly internal arrangement of atoms and a unique set of physical and chemical properties.

Mineralization: Usually implies minerals of value occurring in rocks.

National Instrument 43-101 or NI 43-101: A rule developed by the Canadian Securities Administrators and administered by the provincial securities commissions that govern how issuers disclose scientific and technical information about their mineral projects to the public. It covers oral statements as well as written documents and websites. It requires that all disclosure be based on advice by a “qualified person” and in some circumstances that the person be independent of the issuer and the property.

Net profits interest: A contractual granted right to some portion of the profits after deduction of expenses sometimes expressed as a form of royalty.

Net smelter returns: Means the amount actually paid to the mine or mill owner from the sale of ore, minerals and other materials or concentrates mined and removed from mineral properties. A royalty based on net smelter returns usually provides cash flow that is free of any operating or capital costs and environmental liabilities.

Option agreement: An agreement where the optionee can exercise certain options to acquire or increase an interest in a property by making periodic payments or share issuances or both to the optionor or by exploring, developing or producing from the optionor’s property or both. Usually upon the acquisition of such interest, unless it is a 100% interest, all operations thereafter are on a joint venture basis.

Ordinary kriging: The basic technique of kriging and uses a weighted average of neighboring samples to estimate the 'unknown' value at a given location. Weights are optimized using the semi-variogram model, the location of the samples and all the relevant inter-relationships between known and unknown values. The technique also provides a "standard error" which may be used to quantify confidence levels.

Ore: A natural aggregate of one or more minerals which may be mined and sold at a profit, or from which some part may be profitably separated.

Ore reserve: The measured quantity and grade of all or part of a mineralized body in a mine or undeveloped mineral deposit for which the mineralization is sufficiently defined and measured on three sides to form the basis of at least a preliminary mine production plan for economically viable mining.

Orogeny: The process of forming mountains by folding and thrusting.

Outcrop: An in situ exposure of bedrock.

Overburden: A general term for any material covering or obscuring rocks from view.

oz/t or opt: Ounces per ton.

Paleozoic: An era of geologic time, from the end of the Precambrian to the beginning of the Mesozoic, or from about 570 to about 225 million years ago.

Phenocrysts: An unusually large crystal in a relatively finer grained matrix.

Pluton: Term for an igneous intrusion, usually formed from magma.

Porphyry: An igneous rock composed of larger crystals set within a finer ground mass.

Pyroclastic rock: A rock of volcanic origin consisting of highly variable mixture of rock fragments, cinders and ashes and bits of crystals and glass.

Quartz monzonite: A coarse grained, plutonic igneous rock that is normally pale pink, and composed of quartz, alkali feldspar, micas and accessory minerals.

Rare Earth: A group of rare metallic chemical elements with consecutive atomic numbers of 57 to 71.

Reclamation bond: A bond usually required by governmental mining regulations when mechanized work on a property is contemplated. Proceeds of the bond are used to reclaim any workings or put right any damage if reclamation undertaken does not satisfy the requirements of the regulations.

Reserve: That part of a mineral deposit which could be economically extracted or produced at the time of the reserve determination.

Reserves: A natural aggregate of one or more minerals which, at a specified time and place, may be mined and sold at a profit, or from which some part may be profitably separated.

Reverse circulation drill: A rotary percussion drill in which the drilling mud and cuttings return to the surface through the drill pipe.

Rhyolite: The fine grained equivalent of granite.

Royalty interest: A royalty, the calculation and payment of which is tied to some production unit such as ton of concentrate or ounce of gold or silver produced. A common form of royalty interest is based on the net smelter return.

Sample: Small amount of material that is supposed to be absolutely typical or representative of the object being sampled.

Sandstone: Composed of sand-sized fragments cemented together. As a rule the fragments contain a high percentage of quartz.

Sedimentary: A rock formed from cemented or compacted sediments.

Sediments: Are composed of the debris resulting from the weathering and breakup of other rocks that have been deposited by or carried to the oceans by rivers, or left over from glacial erosion or sometimes from wind action.

Selvage: A marginal zone, as in a dyke or vein, having some distinctive feature of fabric or composition.

Sericite: A fine-grained variety of mica occurring in small scales, especially in schists.

Shale: An argillaceous rock consisting of silt or clay-sized particles cemented together. Most shales are quite soft, because they contain large amounts of clay minerals.

Silicate: Most rocks are made up of a small number of silicate minerals ranging from quartz (SiO_2) to more complex minerals such as orthoclase feldspar (KAlSi_3O_8) or hornblende ($\text{Ca}_2\text{Na}(\text{Mg},\text{Fe})_4(\text{Al},\text{Fe},\text{Ti})\text{Si}_8\text{O}_{22}(\text{OH})_2$).

Sill: Tabular intrusion which is sandwiched between layers in the host rock.

Skarn: A thermally altered impure limestone in which material has been added to the original rock. Skarns are generally characterized by the presence of calcium and silica rich minerals. Many skarns contain sulphide minerals which in some cases can be of economic value.

Stock: An igneous intrusive body of unknown depth with a surface exposure of less than 104 square kilometres. The sides, or contacts, of a stock, like those of a batholith, are usually steep and broaden with depth.

Stockwork: A mineral deposit consisting of a three-dimensional network of closely spaced planar or irregular veinlets.

Strike: The bearing, or magnetic compass direction, of an imaginary line formed by the intersection of a horizontal plane with any planar surface, most commonly with bedding planes or foliation planes in rocks.

Sulphide minerals: A mineral compound characterized by the linkage of sulfur with a metal or semimetal; e.g., galena.

Syncline: A fold in which the bed has been forced down in the middle or up on the sides to form a trough.

Tailings: Material rejected from a mill after recoverable valuable minerals have been extracted.

Tailings pond: A pond where tailings are disposed of.

Tonne: Metric ton – 1,000 kilograms – equivalent to 1.1023 tons.

Triassic: Geological time period between 225 and 195 million years ago.

Tuff: A finer grained pyroclastic rock made up mostly of ash and other fine grained volcanic material.

Veins: The mineral deposits that are found filling openings in rocks created by faults or replacing rocks on either side of faults.

Vuggy silica: In a high sulphidation epithermal environment, the highly acidic waters have dissolved everything but silica resulting in a highly porous and porous rock which is a good host for gold deposition. It is an indicator mineralization typical of epithermal rocks.

Waste: Rock which is not ore. Usually referred to that rock which has to be removed during the normal course of mining in order to get at the ore.

Glossary of Abbreviations

Ag: Silver

Ag g/t: Silver grade measured in grams per metric ton
Converts to ounces per ton by dividing by 34.286

Au: Gold

Au g/t: Gold grade measured in grams per metric ton
Converts to ounces per ton by dividing by 34.286

Cu: Copper

g/t: grams per tonne

IP: Induced Polarization geophysical survey

masl: meters above sea level

NSR: net smelter returns royalty

Oz: Troy ounce

QA/QC: Quality Assurance/Quality Control

tpd: Tonnes per day

ton: Short ton (2,000 pounds)

tonne: Metric ton (1000 kilograms - 2204.62 pounds)

NOTES CONCERNING TERMINOLOGY RELATED TO RESOURCES AND RESERVES

Please see “CAUTIONARY NOTE TO U.S. INVESTORS REGARDING MINERAL RESOURCE AND MINERAL RESERVE ESTIMATES,” below.

The terms "mineral resource", "measured mineral resource", "indicated mineral resource", "inferred mineral resource", "mineral reserve", "probable mineral reserve" and "proven mineral reserve" used in this Annual Report are Canadian mining terms as defined in accordance with National Instrument 43-101, Standards of Disclosure for Mineral Projects under the guidelines set out in the Canadian Institute of Mining, Metallurgy and Petroleum (the "CIM") Standards on Mineral Resources and Mineral Reserves, adopted by the CIM Council. On November 14, 2004 and November 27, 2010, CIM Council adopted an update to the CIM Definition Standards to reflect the more detailed guidance available and effect certain editorial changes required to maintain consistency with current regulations. This version of the CIM Definition Standards includes further editorial changes required to maintain compatibility with the new version of National Instrument 43-101 which became Canadian law in 2011. The CIM Definition Standards can be viewed on the CIM website at www.cim.org. In accordance with Industry Guide 7, Description of Property by Issuers Engaged or to be Engaged in Significant Mining Operations, issued by the U. S. Securities and Exchange Commission, a reserve is termed a "mineral deposit".

Definitions

Qualified Person

Mineral Resource and Mineral Reserve estimates and resulting technical reports under NI 43-101 must be prepared by or under the direction of, and dated and signed by, a Qualified Person. A "Qualified Person" means an individual who is an engineer or geoscientist with a university degree, or equivalent accreditation, with at least five years of experience in mineral exploration, mine development or operation or mineral project assessment, or any combination of these; has experience relevant to the subject matter of the mineral project and the technical report; and is a member or licensee in good standing of a professional association. The Qualified Person(s) should be clearly satisfied that they could face their peers and demonstrate competence and relevant experience in the commodity, type of deposit and situation under consideration. If doubt exists, the person must either seek or obtain opinions from other colleagues or demonstrate that he or she has obtained assistance from experts in areas where he or she lacked the necessary expertise. Determination of what constitutes relevant experience can be a difficult area and common sense has to be exercised. For example, in estimating Mineral Resources for vein gold mineralization, experience in a high-nugget, vein-type mineralization such as tin, uranium etc. should be relevant whereas experience in massive base metal deposits may not be. As a second example, for a person to qualify as a Qualified Person in the estimation of Mineral Reserves for alluvial gold deposits, he or she would need to have relevant experience in the evaluation and extraction of such deposits. Experience with placer deposits containing minerals other than gold, may not necessarily provide appropriate relevant experience for gold. In addition to experience in the style of mineralization, a Qualified Person preparing or taking responsibility for Mineral Resource estimates must have sufficient experience in the sampling, assaying, or other property testing techniques that are relevant to the deposit under consideration in order to be aware of problems that could affect the reliability of the data. Some appreciation of extraction and processing techniques applicable to that deposit type might also be important.

Estimation of Mineral Resources is often a team effort, for example, involving one person or team collecting the data and another person or team preparing the Mineral Resource estimate. Within this team, geologists usually occupy the pivotal role. Estimation of Mineral Reserves is almost always a team effort involving a number of technical disciplines, and within this team mining engineers have an important role. Documentation for a Mineral Resource and Mineral Reserve estimate must be compiled by, or under the supervision of, a Qualified Person(s), whether a geologist, mining engineer or member of another discipline. It is recommended that, where there is a clear division of responsibilities within a team, each Qualified Person should accept responsibility for his or her particular contribution. For example, one Qualified Person could accept responsibility for the collection of Mineral Resource data, another for the Mineral Reserve estimation process, another for the mining study, and the project leader could accept responsibility for the overall document. It is important that the Qualified Person accepting overall responsibility for a Mineral Resource and/or Mineral Reserve estimate and supporting documentation, which has been prepared in whole or in part by others, is satisfied that the other

contributors are Qualified Persons with respect to the work for which they are taking responsibility and that such persons are provided adequate documentation.

Preliminary Economic Assessment (PEA)

A study, other than a Pre-Feasibility or Feasibility Study, that includes an economic analysis of the potential viability of mineral resources.

Preliminary Feasibility Study (Pre-Feasibility Study)

The CIM Definition Standards requires the completion of a Preliminary Feasibility Study as the minimum prerequisite for the conversion of Mineral Resources to Mineral Reserves.

A Preliminary Feasibility Study is a comprehensive study of a range of options for the technical and economic viability of a mineral project that has advanced to a stage where a preferred mining method, in the case of underground mining, or the pit configuration, in the case of an open pit, is established and an effective method of mineral processing is determined. It includes a financial analysis based on reasonable assumptions on mining, processing, metallurgical, economic, marketing, legal, environmental, social and governmental considerations and the evaluation of any other relevant factors which are sufficient for a Qualified Person, acting reasonably, to determine if all or part of the Mineral Resource may be classified as a Mineral Reserve.

Feasibility Study

A Feasibility Study is a comprehensive technical and economic study of the selected development option for a mineral project that includes appropriately detailed assessments of realistically assumed mining, processing, metallurgical, economic, marketing, legal, environmental, social and governmental considerations together with any other relevant operational factors and detailed financial analysis, that are necessary to demonstrate at the time of reporting that extraction is reasonably justified (economically mineable). The results of the study may reasonably serve as the basis for a final decision by a proponent or financial institution to proceed with, or finance, the development of the project. The confidence level of the study will be higher than that of a Pre-Feasibility Study.

Exploration Information

Exploration information means geological, geophysical, geochemical, sampling, drilling, trenching, analytical testing, assaying, mineralogical, metallurgical and other similar information concerning a particular property that is derived from activities undertaken to locate, investigate, define or delineate a mineral prospect or mineral deposit. It is recognized that in the review and compilation of data on a project or property, previous or historical estimates of tonnage and grade, not meeting the minimum requirement for classification as Mineral Resource, may be encountered. If a Qualified Person reports Exploration Information in the form of tonnage and grade, it must be clearly stated that these estimates are conceptual or order of magnitude and that they do not meet the criteria of a Mineral Resource.

Mineral Resource

Mineral Resources are sub-divided, in order of increasing geological confidence, into Inferred, Indicated and Measured categories. An Inferred Mineral Resource has a lower level of confidence than that applied to an Indicated Mineral Resource. An Indicated Mineral Resource has a higher level of confidence than an Inferred Mineral Resource but has a lower level of confidence than a Measured Mineral Resource. A Mineral Resource is a concentration or occurrence of diamonds, natural solid inorganic material, or natural solid fossilized organic material including base and precious metals, coal, and industrial minerals in or on the Earth's crust in such form and quantity and of such a grade or quality that it has reasonable prospects for economic extraction. The location, quantity, grade, geological characteristics and continuity of a Mineral Resource are known, estimated or interpreted from specific geological evidence and knowledge. The term Mineral Resource covers mineralization and natural material of intrinsic economic interest which has been identified and estimated through exploration and sampling and within which Mineral Reserves may subsequently be defined by the consideration and application of technical, economic, legal, environmental, socio-economic and governmental factors. The phrase "reasonable prospects for economic extraction" implies a judgment by the Qualified Person in respect of the technical and economic factors likely to influence the prospect of economic extraction. A Mineral Resource is an inventory of mineralization that under realistically assumed and justifiable technical and economic conditions might become economically extractable. These assumptions must be presented explicitly in both public and technical reports.

Inferred Mineral Resource

An “Inferred Mineral Resource” is that part of a Mineral Resource for which quantity and grade or quality can be estimated on the basis of geological evidence and limited sampling and reasonably assumed, but not verified, geological and grade continuity. The estimate is based on limited information and sampling gathered through appropriate techniques from locations such as outcrops, trenches, pits, workings and drill holes. Due to the uncertainty that may be attached to Inferred Mineral Resources, it cannot be assumed that all or any part of an Inferred Mineral Resource will be upgraded to an Indicated or Measured Mineral Resource as a result of continued exploration. Confidence in the estimate is insufficient to allow the meaningful application of technical and economic parameters or to enable an evaluation of economic viability worthy of public disclosure. Inferred Mineral Resources must be excluded from estimates forming the basis of feasibility or other economic studies.

Indicated Mineral Resource

An “Indicated Mineral Resource” is that part of a Mineral Resource for which quantity, grade or quality, densities, shape and physical characteristics can be estimated with a level of confidence sufficient to allow the appropriate application of technical and economic parameters, to support mine planning and evaluation of the economic viability of the deposit. The estimate is based on detailed and reliable exploration and testing information gathered through appropriate techniques from locations such as outcrops, trenches, pits, workings and drill holes that are spaced closely enough for geological and grade continuity to be reasonably assumed. Mineralization may be classified as an Indicated Mineral Resource by the Qualified Person when the nature, quality, quantity and distribution of data are such as to allow confident interpretation of the geological framework and to reasonably assume the continuity of mineralization. The Qualified Person must recognize the importance of the Indicated Mineral Resource category to the advancement of the feasibility of the project. An Indicated Mineral Resource estimate is of sufficient quality to support a Preliminary Feasibility Study which can serve as the basis for major development decisions.

Measured Mineral Resource

A “Measured Mineral Resource” is that part of a Mineral Resource for which quantity, grade or quality, densities, shape, and physical characteristics are so well established that they can be estimated with confidence sufficient to allow the appropriate application of technical and economic parameters, to support production planning and evaluation of the economic viability of the deposit. The estimate is based on detailed and reliable exploration, sampling and testing information gathered through appropriate techniques from locations such as outcrops, trenches, pits, workings and drill holes that are spaced closely enough to confirm both geological and grade continuity. Mineralization or other natural material of economic interest may be classified as a Measured Mineral Resource by the Qualified Person when the nature, quality, quantity and distribution of data are such that the tonnage and grade of the mineralization can be estimated to within close limits and that variation from the estimate would not significantly affect potential economic viability. This category requires a high level of confidence in, and understanding of, the geology and controls of the mineral deposit.

Mineral Reserve

Mineral Reserves are sub-divided in order of increasing confidence into Probable Mineral Reserves and Proven Mineral Reserves. A Probable Mineral Reserve has a lower level of confidence than a Proven Mineral Reserve.

A Mineral Reserve is the economically mineable part of a Measured or Indicated Mineral Resource demonstrated by at least a Preliminary Feasibility Study. This Study must include adequate information on mining, processing, metallurgical, economic and other relevant factors that demonstrate, at the time of reporting, that economic extraction can be justified. A Mineral Reserve includes diluting materials and allowances for losses that may occur when the material is mined. Mineral Reserves are those parts of Mineral Resources which, after the application of all mining factors, result in an estimated tonnage and grade which, in the opinion of the Qualified Person(s) making the estimates, is the basis of an economically viable project after taking account of all relevant processing, metallurgical, economic, marketing, legal, environment, socio-economic and government factors. Mineral Reserves are inclusive of diluting material that will be mined in conjunction with the Mineral Reserves and delivered to the treatment plant or equivalent facility. The term “Mineral Reserve” need not necessarily signify that extraction facilities are in place or operative or that all governmental approvals have been received. It does signify that there are reasonable expectations of such approvals.

Probable Mineral Reserve

A “Probable Mineral Reserve” is the economically mineable part of an Indicated and, in some circumstances, a Measured Mineral Resource demonstrated by at least a Preliminary Feasibility Study. This Study must include adequate information on mining, processing, metallurgical, economic, and other relevant factors that demonstrate, at the time of reporting, that economic extraction can be justified.

Proven Mineral Reserve

A “Proven Mineral Reserve” is the economically mineable part of a Measured Mineral Resource demonstrated by at least a Preliminary Feasibility Study. This Study must include adequate information on mining, processing, metallurgical, economic, and other relevant factors that demonstrate, at the time of reporting, that economic extraction is justified. Application of the Proven Mineral Reserve category implies that the Qualified Person has the highest degree of confidence in the estimate with the consequent expectation in the minds of the readers of the report. The term should be restricted to that part of the deposit where production planning is taking place and for which any variation in the estimate would not significantly affect potential economic viability.

CAUTIONARY NOTE TO U.S. INVESTORS REGARDING MINERAL RESOURCE AND MINERAL RESERVE ESTIMATES

As used in this Annual Report on Form 20-F, the terms “Mineral Reserve,” “Proven Mineral Reserve” and “Probable Mineral Reserve” are Canadian mining terms defined in accordance with NI 43-101 and the CIM Standards. These definitions differ from the definitions in SEC Industry Guide 7 under the U.S. Securities Act. Under SEC Industry Guide 7, a reserve is defined as that part of a mineral deposit which could be economically and legally extracted or produced at the time the reserve determination is made. The terms “Mineral Resource,” “Measured Mineral Resource,” “Indicated Mineral Resource” and “Inferred Mineral Resource” are defined in and required to be used by NI 43-101. However, these terms are not defined terms under SEC Industry Guide 7 and are normally not permitted to be used in reports and registration statements filed with the SEC. Investors are cautioned not to assume that all, or any part, of a mineral deposit in these categories will ever be converted into reserves. “Indicated Mineral Resource” and “Inferred Mineral Resource” have a great amount of uncertainty as to their existence, and great uncertainty as to their economic and legal feasibility. It cannot be assumed that all, or any part, of an Indicated Mineral Resource or an Inferred Mineral Resource will ever be upgraded to a higher category. Under Canadian rules, estimates of Inferred Mineral Resources may not form the basis of Feasibility or Preliminary Feasibility studies, except in rare cases. Investors are cautioned not to assume that all, or any part, of an Inferred Mineral Resource exists or is economically or legally mineable. Disclosure of “contained ounces” in a resource is permitted disclosure under Canadian regulations. However, the SEC normally only permits issuers to report mineralization that does not constitute “reserves” by SEC standards as in place tonnage and grade without reference to unit measures. Accordingly, information contained in this Annual Report on Form 20-F and the exhibits filed herewith or incorporated by reference herein contain descriptions of mineral deposits that may not be comparable to similar information made public by U.S. companies subject to the reporting and disclosure requirements under U.S. federal securities laws and the rules and regulations promulgated thereunder. Further, the term “mineralized material” as used in this Annual Report on Form 20-F does not indicate “reserves” by SEC standards. We cannot be certain that mineralized material will ever be confirmed or converted into SEC Industry Guide 7 compliant “reserves”. Investors are cautioned not to assume that mineralized material will ever be confirmed or converted into reserves or that mineralized material can be economically or legally extracted.

Conversion Table

Metric / Imperial

1.0 millimeter (mm) = 0.039 inches (in)

1.0 meter (m) = 3.28 feet (ft)

1.0 kilometer (km) = 0.621 miles (mi)

1.0 hectare (ha) = 2.471 acres (ac)

1.0 gram (g) = 0.032 troy ounces (oz)

1.0 metric tonne (t) = 1.102 short tons (ton)

1.0 g/t = 0.029 oz/ton

Unless otherwise indicated, all dollar (\$) amounts referred to herein are in Canadian dollars.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Statements contained in this Annual Report on Form 20-F of the Registrant, Almaden Minerals Ltd. (“Almaden” or the “Company”), and the exhibits attached hereto that are not historical facts are forward-looking statements within the meaning of U.S. and Canadian securities legislation and the U.S. Private Securities Litigation Reform Act of 1995 that involve risks and uncertainties. Such forward-looking statements include, but are not limited to, statements with respect to anticipated results and developments in the Company’s operations, planned exploration and development of the Company’s properties, plans related to the Company’s business and other matters that may occur in the future. These statements relate to analyses and other information that are based on forecasts of future results, estimates of amounts not yet determinable and assumptions of management. Statements concerning Mineral Reserve and Mineral Resource estimates may also be deemed to constitute forward-looking statements to the extent that they involve estimates of the mineralization that will be encountered if a property is developed, and in the case of Mineral Reserves, such statements reflect the conclusion based on certain assumptions that the mineral deposit can be economically exploited. Any statements that express or involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions or future events or performance (often, but not always, using words or phrases such as “expects” or “does not expect”, “is expected”, “anticipates” or “does not anticipate”, “plans”, “estimates” or “intends”, or stating that certain actions, events or results “may”, “could”, “would”, “might” or “will” (or the negative and grammatical variations of any of these terms and similar expressions) be taken, occur or be achieved) are not statements of historical fact and may be forward-looking statements. Forward-looking statements and forward-looking information are based, in part, on assumptions and factors that may change and are subject to a variety of known and unknown risks, uncertainties and other factors which could cause actual events or results, performance or achievements of the Company to differ materially from those expressed or implied by the forward-looking statements and forward-looking information. Some of the important risks, uncertainties and other factors that could affect forward-looking statements and forward-looking information include, but are not limited to those described further in the sections entitled “ITEM 3. KEY INFORMATION - Risk Factors”, “ITEM 4. INFORMATION ON THE COMPANY - Business Overview”, “ITEM 4. INFORMATION ON THE COMPANY – Principal Property Interests” and “ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS” and in the exhibits attached to this Annual Report on Form 20-F. Should one or more of these risks, uncertainties and other factors materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those described in the Company’s forward-looking statements or forward-looking information. There can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements and information. The forward-looking statements and forward-looking information are based on beliefs, expectations and opinions of the Company’s management on the date of this Annual Report on Form 20-F and speak only as of the date hereof and the Company does not undertake any obligation to publicly update forward-looking statements or forward-looking information contained herein to reflect events or circumstances after the date hereof, except as required by law. For the reasons set forth above, investors should not place undue reliance on forward-looking statements.

Forward-looking statements and other information contained herein concerning the mining industry and the Company’s expectations concerning the mining industry are based on estimates prepared by the Company using data from publicly available sources as well as from market research and industry analysis and on assumptions based on data and knowledge of this industry which the Company believes to be reasonable. However, this data is inherently imprecise, although generally indicative of relative market positions, market shares and performance characteristics. While the Company is not aware of any misstatements regarding any mining industry data presented herein, the industry involves risks and uncertainties and is subject to change based on various factors.

Certain historical and forward-looking information contained in this Annual Report on Form 20-F has been provided by, or derived from information provided by, certain persons other than the Company. Although the Company does not have any knowledge that would indicate that any such information is untrue or incomplete, the Company assumes no responsibility for the accuracy and completeness of such information or the failure by such other persons to disclose events which may have occurred or may affect the completeness or accuracy of such information but which is unknown to the Company.

Please consult the Company's public filings at www.sec.gov for further, more detailed information concerning these matters.

PART I

Item 1. Identity of Directors, Senior Management and Advisors

Not applicable

Item 2. Offer Statistics and Expected Timetable

Not applicable

Item 3. Key Information

The following selected financial data of the Company for Fiscal 2015, Fiscal 2014 and Fiscal 2013 ended December 31st was derived from the consolidated financial statements of the Company included elsewhere in this 20-F Annual Report. The selected financial data set forth for Fiscal 2012 and Fiscal 2011 ended December 31st are derived from the Company's audited consolidated financial statements, not included herein. The selected financial data should be read in conjunction with the consolidated financial statements and other information included immediately following the text of this Annual Report.

The consolidated financial statements of the Company have been prepared in accordance and compliance with International Financial Reporting Standards as issued by the International Accounting Standards Board ("IFRS").

The basis of preparation is described in Note 3 of the consolidated financial statements.

Table No. 1
Selected Financial Data
International Financial Reporting Standards ("IFRS")
(expressed in thousands of Canadian dollars, except share and per share data)

	Year Ended 12/31/2015	Year Ended 12/31/2014	Year Ended 12/31/2013	Year Ended 12/31/2012	Year Ended 12/31/2011
Revenues	\$303	\$254	\$220	\$299	\$249
Net (loss) income	(1,145)	(14,983)	(6,357)	(10,238)	7,295
Basic net (loss) income per common share	(0.02)	(0.23)	(0.10)	(0.17)	0.13
Diluted net (loss) income per common share	(0.02)	(0.23)	(0.10)	(0.17)	0.12
Weighted average shares (000)	73,249	66,331	62,055	59,350	57,269
Working capital	5,808	9,172	12,676	19,475	30,513
Exploration and evaluation assets	30,538	28,645	24,447	16,609	10,470
Net assets	35,983	39,637	47,891	48,071	53,340
Total assets	38,215	42,019	48,988	49,132	53,905
Capital stock	83,758	87,084	81,151	75,238	73,354
Dividends declared per share	-	-	-	-	-

Canadian/U.S. Dollar Exchange Rates

In this Annual Report, unless otherwise specified, all dollar amounts are expressed in Canadian dollars (CDN\$).

Table No. 2 sets forth the exchange rate for the Canadian dollars at the end of the five most recent fiscal periods ended at December 31st, the average rates for the period, the range of high and low rates and the close for the period. Table No. 3 sets forth the range of high and low rates for each month during the previous six months. For purposes of this table, the rate of exchange means the noon buying rate in New York City for cable transfers in foreign currencies as certified for customs purposes by the Federal Reserve Bank of New York. The table sets forth the number of Canadian Dollars required under that formula to buy one U.S. Dollar. The average rate means the average of the exchange rates on the last day of each month during the period.

**Table No. 2
Canadian Dollar/U.S. Dollar Exchange Rates for Five Most Recent Financial Years**

	Average	High	Low	Close
Fiscal Year Ended 12/31/2015	\$1.28	\$1.40	\$1.17	\$1.38
Fiscal Year Ended 12/31/2014	1.10	1.16	1.06	1.16
Fiscal Year Ended 12/31/2013	1.03	1.07	0.98	1.06
Fiscal Year Ended 12/31/2012	1.00	1.04	0.97	1.00
Fiscal Year Ended 12/31/2011	0.99	1.06	0.94	1.02

**Table No. 3
Canadian Dollar/U.S. Dollar Exchange Rates for Previous Six Months**

	September 2015	October 2015	November 2015	December 2015	January 2016	February 2016
High	\$1.34	\$1.32	\$1.34	\$1.40	\$1.46	\$1.40
Low	1.31	1.29	1.31	1.34	1.40	1.35

The exchange rate was \$1.32 on March 29, 2016.

Risk Factors

General Risk Factors Attendant to Resource Exploration and Development

Resource exploration and development is a speculative business, characterized by a number of significant risks including, among other things, unprofitable efforts resulting not only from the failure to discover mineral deposits but from finding mineral deposits which, though present, are insufficient in quantity and quality to return a profit from production. The marketability of minerals acquired or discovered by the Company may be affected by numerous factors which are beyond the control of the Company and which cannot be accurately predicted, such as market fluctuations, the proximity and capacity of milling facilities, mineral markets and processing equipment, and such other factors as government regulations, including regulations relating to royalties, allowable production, importing and exporting of minerals, and environment protection, the combination of which factors may result in the Company not receiving an adequate return on investment capital.

Presently, the Company is in the exploration and development stage and there is no assurance that a commercially viable ore deposit (a reserve) exists in any of its properties or prospects until further work is done and a comprehensive economic evaluation based upon that work is concluded. The Company has financed its operations principally through the sale of equity securities, entering into joint venture arrangements and the sale of its inventory of gold. The recoverability of mineral properties is dependent on the establishment of economically recoverable reserves, the ability of the Company to obtain the necessary financing to complete development and ultimately upon future profitable production or the realization of proceeds from the disposition of the properties.

Uncertainty in Discovering Commercially Mineable Ore Deposits

There is no certainty that the expenditures to be made by the Company in the exploration of its properties as described herein will result in discoveries of mineralized material in commercial quantities. Most exploration projects do not result in the discovery of commercially mineable ore deposits and no assurance can be given that any particular level of recovery of ore reserves will in fact be realized or that any identified mineral deposit will ever qualify as a commercially mineable (or viable) ore body which can be legally and economically exploited. Estimates of reserves, mineral deposits and production costs can also be affected by such factors as environmental permitting regulations and requirements, weather, environmental factors, unforeseen technical

difficulties, unusual or unexpected geological formations and work interruptions. In addition, the grade of ore ultimately mined may differ from that indicated by drilling results. Short term factors relating to ore reserves, such as the need for orderly development of ore bodies or the processing of new or different grades, may also have an adverse effect on mining operations and on the results of operations. There can be no assurance that minerals recovered in small-scale tests will be duplicated in large-scale tests under on-site conditions or in production scale. Material changes in ore reserves, grades, stripping ratios or recovery rates may affect the economic viability of any project.

History of Net Losses, Lack of Cash Flow and Assurance of Profitability

The Company had net losses in a number of years since its date of incorporation. Due to the nature of the Company's business, there can be no assurance that the Company will be profitable. The Company had net losses of \$1,144,525 in Fiscal 2015, \$14,982,667 in Fiscal 2014, and \$6,356,609 in Fiscal 2013.

The Company currently has no revenues from operations as all of its properties and prospects are in the exploration stage. There is no assurance that the Company will receive revenues from operations at any time in the near future. During Fiscal 2015, revenue consisted of interest income and other income from Administrative service fees charged to Almadex Minerals Limited ("Almadex"). During Fiscal 2014 and Fiscal 2013, revenue consisted of interest and other income from office rental, a royalty payment from Gold Mountain Mining Corporation ("Gold Mountain") from the Elk property and contract exploration services provided to third parties.

The Company has not paid dividends on its shares since incorporation and the Company does not anticipate doing so in the foreseeable future.

Uncertainty of Obtaining Additional Funding Requirements

If the Company's exploration and development programs are successful, additional capital will be required for the further development of an economic ore body and to place it in commercial production. The only material sources of future funds presently available to the Company are the sale of its equity capital, the incurring of debt, or the offering by the Company of an interest in its properties and prospects to be earned by another party or parties carrying out further development thereof.

Failure to obtain additional financing on a timely basis could cause the Company to forfeit its interest in such properties, dilute its interests in the properties and/or reduce or terminate its operations.

Possible Dilution to Present and Prospective Shareholders

The Company's plan of operation, in part, contemplates the financing of the conduct of its business by the issuance, for cash, of equity securities of the Company or incurring debt, or a combination of the two. Any transaction involving the issuance of previously authorized but unissued shares of common stock, or securities convertible into common stock, would result in dilution, possibly substantial, to present and prospective holders of common stock. The Company could also seek joint venture partners or funding sources such as royalties or streaming transactions. These approaches would dilute the Company's interest in properties it has acquired.

Mineral Prices May Not Support Corporate Profit

The mining industry in general is intensely competitive and there is no assurance that, even if commercial quantities of mineral resources are developed, a profitable market will exist for the sale of same. Factors beyond the control of the Company may affect the marketability of any substances discovered. The price of minerals is volatile over short periods of time, and is affected by numerous factors beyond the control of the Company, including international economic and political trends, expectations of inflation, currency exchange fluctuations, interest rates and global or regional consumption patterns, speculative activities and increased production due to improved mining techniques. Material changes in mineral prices may affect the economic viability of any project.

Environmental Regulations

The current and anticipated future operations of the Company, including development activities and commencement of production on its properties, require permits from various federal, territorial and local governmental authorities and such operations are and will be governed by laws and regulations governing prospecting, development, mining, production, exports, taxes, labor standards, occupational health, waste disposal, toxic substances, land use, environmental protection, mine safety and other matters. Companies engaged in the development and operation of mines and related facilities generally experience increased costs,

and delays in production and other schedules as a result of the need to comply with applicable laws, regulations and permits. Such operations and exploration activities are also subject to substantial regulation under these laws by governmental agencies and may require that the Company obtain permits from various governmental agencies. The Company believes it is in substantial compliance with all material laws and regulations which currently apply to its activities. There can be no assurance, however, that all permits which the Company may require for construction of mining facilities and conduct of mining operations will be obtainable on reasonable terms or that such laws and regulations, or that new legislation or modifications to existing legislation, would not have an adverse effect on any exploration or mining project which the Company might undertake.

Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment or remedial actions. Parties engaged in exploration and mining operations may be required to compensate those suffering loss or damage by reason of the mining activities and may have civil or criminal fines or penalties imposed for violation of applicable laws or regulations.

The enactment of new laws or amendments to current laws, regulations and permits governing operations and activities of mining companies, or more stringent implementation thereof, could have a material adverse impact on the Company and cause increases in capital expenditures or production costs or reduction in levels of production at producing properties or require abandonment or delays in development of new mining properties.

No Guarantee of Title to Mineral Properties

While the Company has investigated title to all of its mineral properties and prospects, and, to the best of its knowledge, title to all of its properties and prospects in which it has the right to acquire or earn an interest are in good standing as of the date of this Annual Report, this should not be construed as a guarantee of title. The properties and prospects may be subject to prior unregistered agreements or transfers unknown to the Company and title may be affected by undetected defects, e.g. defects in staking or acquisition process.

If title is disputed, the Company will have to defend its ownership through the courts, which would likely be an expensive and protracted process and have a negative effect on the Company's operations and financial condition. In the event of an adverse judgment, the Company could lose its property rights.

Volatility of Share Price

Market prices for shares of early stage companies are often volatile. Factors such as announcements of mineral discoveries, exploration and financial results, and other factors could have a significant effect on the price of the Company's shares.

Material Risk of Dilution Presented by Large Number of Outstanding Share Purchase Options and Warrants

As of March 29, 2016 there were share purchase options outstanding allowing the holders of these options to purchase 7,761,000 shares of common stock and warrants allowing the holders of these warrants to purchase 6,850,534 shares of common stock. Directors and officers of the Company hold 6,366,000 of these share purchase options and 326,000 of these warrants. An additional 1,395,000 share purchase options are held by employees and consultants of the Company. Given the fact that as of March 29, 2016 there were 78,062,984 shares of common stock outstanding, the exercise of all of the existing share purchase options and warrants would result in dilution to the existing shareholders and could depress the price of the Company's shares. The exercise of all outstanding share purchase options and warrants would cause the number of issued and outstanding common shares to rise 18.7%.

No Proven Reserves

The properties and prospects in which the Company has an interest or the properties in which the Company has the right to earn an interest are in the exploration and development stage only, are without a known body of economically viable ore and are not in commercial production. If the Company does not ultimately find a body of economically recoverable ore, it would either have to acquire additional exploration projects, or terminate its operations.

Uncertainty of Reserves and Mineralization Estimates

There are numerous uncertainties inherent in estimating proven and probable reserves and mineralization, including many factors beyond the control of the Company. The estimation of reserves and mineralization is a subjective process and the accuracy of any such estimates is a function of the quality of available data and of engineering and geological interpretation and judgment. Results of drilling, metallurgical testing and production and the evaluation of mine plans subsequent to the date of any estimate may justify revision of such estimates. No assurances can be given that the volume and grade of reserves recovered and rates of production will not be less than anticipated. Assumptions about prices are subject to greater uncertainty and metals prices have fluctuated widely in the past. Declines in the market price of base or precious metals also may render reserves or mineralization containing relatively lower grades of ore uneconomic to exploit. Changes in operating and capital costs and other factors including, but not limited to, short-term operating factors such as the need for sequential development of ore bodies and the processing of new or different ore grades, may materially and adversely affect reserves.

Changes to Mexican Mining Taxes

In October 2013, the Mexican Congress approved a package of tax reforms which included significant changes to the country's mining royalties and tax structure. These new laws had an effective date of January 1, 2014. The changes include a 7.5% special mining royalty on earnings before interest, taxes, depreciation and amortization ("EBITDA") and an additional 0.5% royalty on gross revenues from precious metal production. The new law also increases annual taxes on certain inactive exploration concessions by 50% to 100%. These changes may result in increased holding costs to the Company for its existing mineral concessions. The new taxes and royalties may also materially and adversely affect the potential to define economic reserves on any Mexican properties and result in the Company's Mexican properties being less attractive to potential optionees or joint-venture partners.

Foreign Incorporation and Civil Liabilities

The Company was created under amalgamation under the laws of the Province of British Columbia, Canada. All of the Company's directors and officers are residents of Canada and all of the Company's assets and its subsidiaries are located outside the U.S. Consequently, it may be difficult for U.S. investors to affect service of process in the U.S. upon those directors and officers who are not residents of the U.S., or to realize in the U.S. upon judgments of U.S. courts predicated upon civil liabilities under applicable U.S. laws.

Conflict of Interest

Some of the Company's directors and officers are directors and officers of other natural resource or mining-related companies. Duane Poliquin and Morgan Poliquin also serve as directors of Gold Mountain Mining Corporation and Almadex Minerals Limited. Joseph Montgomery also serves as a director of Infrastructure Materials Corp. and Getty Resources Ltd. Gerald Carlson also serves as a director and as the President and CEO of Pacific Ridge Exploration Ltd. Mark Brown also serves as a director of Galileo Petroleum Ltd, and as the President, CEO and a director of Big Sky Petroleum Corporation. He also serves as Executive Chairman of Alianza Minerals Ltd., and director of Avrupa Minerals Ltd., Strategem Capital Corp., Paget Minerals Corp. and Sutter Gold Mining Ltd. These associations may give rise from time to time to conflicts of interest, as a result of which, the Company may miss the opportunity to participate in certain transactions.

Foreign Operations

The Company currently has exploration projects located in Mexico. The Company's foreign activities are subject to the risk normally associated with conducting business in foreign countries, including exchange controls and currency fluctuations, foreign taxation, laws or policies of particular countries, labor practices and disputes, and uncertain political and economic environments, as well as risks of war and civil disturbances, or other risk that could cause exploration or development difficulties or stoppages, restrict the movement of funds or result in the deprivation or loss of contract rights or the taking of property by nationalization or expropriation without fair compensation. Foreign operations could also be adversely impacted by laws and policies of the U.S. affecting foreign trade, investment and taxation.

Foreign Currency Fluctuations

At the present time, some of the Company's activities are carried on outside of Canada. Accordingly, it is subject to risks associated with fluctuations of the rate of exchange between the Canadian dollar and foreign currencies.

The Company is currently not engaged in currency hedging to offset any risk of exchange rate fluctuation and currently has no plans to engage in currency hedging.

Operating Hazards and Risks Associated with the Mining Industry

Mining operations generally involve a high degree of risk, which even a combination of experience, knowledge and careful evaluation may not be able to overcome. Hazards such as unusual or unexpected geological formations and other conditions are involved. Operations in which the Company has a direct or indirect interest will be subject to all the hazards and risks normally incidental to exploration, development and production of minerals, any of which could result in work stoppages, damage to or destruction of mines and other producing facilities, damage to or loss of life and property, environmental damage and possible legal liability for any or all damage or loss. The Company may become subject to liability for cave-ins and other hazards for which it cannot insure or against which it may elect not to insure where premium costs are disproportionate to the Company's perception of the relevant risks. The payment of such insurance premiums and the incurring of such liabilities would reduce the funds available for exploration activities.

The Ability to Manage Growth

Should the Company be successful in its efforts to develop its mineral properties or to raise capital for such development or for the development of other mining ventures it will experience significant growth in operations. If this occurs management anticipates that additional expansion will be required in order to continue development. Any expansion of the Company's business would place further demands on its management, operational capacity and financial resources. The Company anticipates that it will need to recruit qualified personnel in all areas of its operations. There can be no assurance that the Company will be effective in retaining its current personnel or attracting and retaining additional qualified personnel, expanding its operational capacity or otherwise managing growth. The failure to manage growth effectively could have a material adverse effect on the Company's business, financial condition and results of operations.

Lack of a Dividend Policy

The Company does not intend to pay cash dividends in the foreseeable future, as any earnings are expected to be retained for use in developing and expanding its business. However, the actual amount of dividends which the Company may pay will remain subject to the discretion of the Company's Board of Directors and will depend on results of operations, cash requirements and future prospects of the Company and other factors.

Competition

There is competition from other mining exploration companies with operations similar to those of the Company's. Many of the mining companies with which the Company competes have operations and financial strength many times greater than that of the Company. Such competitors could outbid the Company for such projects, equipment or personnel, or produce minerals at a lower cost which would have a negative effect on the Company's operations and financial condition.

Dependence on Key Personnel

The Company depends highly on the business and technical expertise of its management and key personnel, in particular, Duane Poliquin and Morgan Poliquin. There is little possibility that this dependence will decrease in the near term. As the Company's operations expand, additional general management resources may be required. The Company maintains no "Key Man" insurance coverage, and the loss or unavailability of any of its key personnel could have a negative effect on the Company's ability to operate effectively.

Item 4. Information on the Company

History and Development of the Company

The head office of the Registrant (sometimes referred to in this Annual Report on Form 20-F as “Almaden” or the “Company”) is located at 1385 West 8th Avenue, Suite 310, Vancouver, British Columbia, Canada, V6H 3V9. The registered and records office of the Company is 1177 West Hastings Street, Suite 1710, Vancouver, British Columbia, Canada, V6E 2L3.

The contact persons are Duane Poliquin, Chairman and Morgan Poliquin, President. The telephone number is (604) 689-7644. The fax number is (604) 689-7645. The email address is info@almadenminerals.com. The web-site address is www.almadenminerals.com.

The Company was formed by amalgamation under the laws of the Province of British Columbia of its predecessor companies, Almaden Resources Corporation and Fairfield Minerals Ltd. on February 1, 2002. The Company operates under the *Business Corporations Act* (British Columbia).

Effective July 31, 2015, the Company effected a corporate reorganization pursuant to a statutory plan of arrangement (“Plan of Arrangement”) involving the Company’s then wholly owned subsidiary, Almadex Minerals Limited (“Almadex”), as described below.

The Company’s common shares began trading on The Toronto Stock Exchange (“TSX”) under the symbol “AMM” on February 11, 2002 and on the NYSE MKT, under the symbol “AAU” on December 19, 2005. Almaden Resources Corporation’s initial public offering on the Vancouver Stock Exchange was pursuant to a prospectus dated October 10, 1986. The shares of Fairfield Minerals Ltd. began trading on the Vancouver Stock Exchange on July 18, 1986 and on The Toronto Stock Exchange on May 21, 1990.

There have been no public takeover offers by third parties in respect of the Company’s shares and the Company has made no public takeover offers in respect of any other company’s shares.

Organizational Structure

The Company currently has two wholly-owned subsidiaries that were formed to hold properties in their respective jurisdictions. These subsidiaries are:

Subsidiaries	Jurisdiction	Nature of operations
Puebla Holdings Inc.	Canada	holding company
Minera Gorrion, S.A. de C.V.	Mexico	exploration company

The Company formerly had an additional eight wholly-owned subsidiaries. However, during Fiscal 2015, these subsidiaries were spun out to Almadex as part of the Plan of Arrangement as described below. The eight formerly wholly-owned subsidiaries are:

Former Subsidiaries	Jurisdiction	Nature of operations
Almaden America Inc.	USA	exploration company
Republic Resources Ltd.	Canada	service company
Ixtaca Precious Metals Inc.	Canada	holding company
Pangeon Holdings Ltd.	Canada	holding company
Almaden de Mexico, S.A. de C.V.	Mexico	exploration company
Minera Gavilan, S.A. de C.V.	Mexico	exploration company
Compania Minera Zapata, S.A. de C.V.	Mexico	exploration company
Minera Alondra, S.A. de C.V.	Mexico	holding company

Business of the Company

The Company is engaged in the business of the acquisition, exploration and when warranted, development of mineral properties. The Company currently has material property interests in Mexico. The Company's property interests are at the exploration and development stage. Presently there is no assurance that any of the Company's mining properties or prospects contains a commercially viable ore body (reserve) until further work is done and at a minimum, a pre-feasibility study based upon such work is concluded. The Company has not generated any revenues from operations.

Corporate Reorganization

The Company entered into an Arrangement Agreement dated May 11, 2015 involving the spinout, pursuant to a statutory Plan of Arrangement, of Almaden's early stage exploration projects, royalty interests and other non-core assets into a new public Company called Almadex, which trades on the TSX Venture Exchange under the symbol "AMZ" and the OTCQB marketplace under the symbol "AXDDF". Almadex would hold the following key assets:

- a 100% interest in the El Cobre copper-gold porphyry exploration project in Mexico and the Willow copper-gold porphyry exploration project in Nevada, in addition to a portfolio of 20 other exploration projects, many of which are located in eastern Mexico in geological environments similar to the Company's recent Ixtaca and Caballo Blanco discoveries;
- a 2% NSR on the Company's Tuligtic property in Mexico, which hosts the Company's Ixtaca gold-silver development project;
- a 1.5% NSR on the Caballo Blanco gold deposit in Mexico, a development project operated by Timmins Gold Corp.;
- a 2% NSR on the Elk gold deposit in Canada, an advanced exploration project operated by Gold Mountain Mining Corp.;
- a portfolio of 21 additional NSRs on exploration projects in Mexico, Canada and the United States identified through the Company's past prospect generator activities;
- equity holdings in several publicly-listed companies;
- 1,597 ounces of gold bullion; and
- approximately \$3 million in cash.

On July 31, 2015, all conditions to the statutory Plan of Arrangement regarding the spinout were satisfied or waived and the spinout was effective. Almaden's shareholders approved the Plan of Arrangement and exchanged their existing common shares of Almaden for one "new" Almaden common share and 0.6 common share of Almadex.

The Company has also entered into an Administrative Services Agreement with Almadex dated May 15, 2015, as amended by First Amending Agreement dated December 16, 2015 (the "Agreement"). Under the Agreement, the Company is the sole and exclusive manager of Almadex, and provides Almadex with general management services and day-to-day operation of Almadex. These services include:

- Office space;
- Executive personnel and human resources;
- Geological technical support; and
- Accounting and financial services.

Almadex compensates the Company 30% of the Company's actual monthly cost of rent for any shared facilities, and 30% of any shared personnel's fees and/or wages. Almadex pays the Company any reasonable fees or costs incurred on behalf of Almadex by the Company which were approved by Almadex.

The Agreement has an initial 5-year term, with subsequent automatic 1 year renewals unless terminated pursuant to the terms permitted under the Agreement. The Agreement includes a Change of Control clause. If either party is subject to a Change of Control during the term of the Agreement, the Agreement shall automatically terminate within 48 hours of the Change of Control unless agreed to in writing by both parties. The target of the Change of Control shall then pay the other party \$2 million as compensation for the unplanned termination of the Company's engagement and significant disruption to the other party's business. "Change of Control" means the date upon which, without the written concurrence of the target of the Change of Control, any person (as that term is defined in the *Securities Act* (British Columbia)) makes and does not withdraw a take-over bid (as that term is defined in the *Securities Act* (British Columbia)) or acquires, directly or indirectly, that number of common shares of the target which equals or exceeds twenty percent (20%) of the then issued common shares of the target.

Business Overview

Maintaining properties

The following is a general statement about government requirements for holding mineral properties in the jurisdictions where the Company currently holds material mineral property interests.

In Mexico, mining law is a federal matter. The government requires annual assessment work and expenditures per hectare which increase with the size and age of the claim. Under the tax reforms effective January 1, 2014, if a concession holder has not conducted exploration or exploitation activities during a two-year period, the concession holder would have to pay an additional 50% of the taxes payable per hectare if within the last 11 years, and an additional 100% of the taxes payable if after year 12. Land taxes per hectare also have to be paid by January 31 and July 31 each year. Both amounts are subject to inflation accounting and the inflation adjustment number for each fiscal period is published in the official gazette. Under the Mexican Constitution and the mining and environmental laws of Mexico, all mining projects are subject to Federal legal control. This control is exercised from the exploration phase through the closure phase of a mining project. Prior to the initiation of exploration activities, concession owners are required to file a notice of commencement of exploration activities in conformity with Mexican Official Norm 120 (NOM-120); prior to initiation of construction activities (and also in some more intrusive exploration activities), mining projects are required to apply for and obtain an environmental impact authorization and a land use permit from the Mexican Federal environmental agency SEMARNAT (Secretaria de Medio Ambiente y Recursos Naturales). This requires the presentation of an environmental impact manifest and a technical study which deals with the impacts, the environmental mitigation, and habitat compensation to the satisfaction of the authorities having environmental jurisdiction.

Competition

The mineral property exploration and development business, in general, is intensively competitive and there is not any assurance that even if commercial quantities of ore are discovered, a ready market will exist for sale of same. Numerous factors beyond our control may affect the marketability of any substances discovered. These factors include market fluctuations; the proximity and capacity of natural resource markets and processing equipment; and government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of mineral and environmental protection. The exact effect of these factors cannot be accurately predicted, but the combination of these factors may make it difficult for us to receive an adequate return on investment.

We compete with many companies possessing greater financial resources and technical facilities for the acquisition of mineral concessions, claims, leases and other mineral interests as well as for the recruitment and retention of qualified employees.

Seasonality

The Company's principal project is in central Mexico. In Mexico, the climate in the project area is marked by dry, cold winters and a distinct rainy season. The rainy season typically begins in May or June and continues until late September to October. In most years roads remain passable and exploration can be done throughout the rainy season. Seasonal changes do not have a material impact on our exploration expenditures.

Exploration Program Protocols

General Sample Handling and Quality Control Program for Exploration Programs

The Company employs a strict quality control program for samples taken during its exploration programs. For drilling programs a quality control program is in place which includes the insertion of blanks, field duplicates and certified standards into the sample stream.

Chain of Custody

Samples of rock and drill core and cuttings are sealed by the sampler and kept under control of a qualified person until they are shipped to a laboratory.

Sample Handling

Sample handling for drilling programs is described more fully below. Soil and stream sediment samplers have been trained to industry standard levels of sampling methodology. In general, the Company sieves stream sediment samples to -20 mesh in the field during preparation. Samplers are required to not wear any jewellery or clothing or use equipment which may contaminate the sample. All sample locations are geographically located at the time of sampling using the Global Positioning System. The Company has prepared standardized sample information cards for samplers to record information concerning the sample location, type and medium. Outcrop, float and dump rock samples are collected by geologists who record similarly ordered geologic information relating to the sample taken.

Blanks

Blank material, a sample of crushed and pulverized rock, known to contain very low or non-detectable concentration of gold, is inserted as a pulp into the sample stream on an interval of every 20 samples. Blanks are intended to detect possible contamination.

Duplicates

During drill programs the Company routinely includes a field duplicate into the sample stream, spaced at 20 sample intervals. Field duplicate samples are splits of drill core or reverse circulation cuttings from the sample interval. The resulting two field duplicate samples are submitted with separate sample numbers "blind" to the assay lab and separately treated as normal samples. The samples are taken randomly with no regard to rock type, geographic position or degree of alteration or mineralization. These field duplicates are then used to detect the cumulative uncertainties associated with the entire sampling and analytical process.

Standards

During drill programs the Company routinely includes a field duplicate into the sample stream, spaced at 20 sample intervals. Certified standards are purchased from CDN Resource Labs of Vancouver and are prepared by this professional third party lab according to industry standard and accepted methodologies. Standards are utilized to monitor the accuracy of the laboratory work.

Sample Handling for Drill Programs

Core Box Preparation

Plastic core boxes are used for the storage of core. Each box is labelled by the drillers at the rig with the drill-hole number, a box number and an arrow to mark the start of the tray and the down-hole direction. Wooden core blocks, with the meterage in black marker pen, are inserted by the drillers at the end of each core run (usually 3 m or less). These core run intervals are checked and recorded by the geologist during mark up (see below). When filled with core the boxes are sealed with a plastic lid by the drillers and transported to the core logging facility.

Sample and Corebox Markup

Once at the core logging facility, the core boxes are marked up with the starting and ending meterage, written at the ends of the trays with a marker. An aluminum tag with the hole number, box number and meterage is then stapled to the front of each tray. The core blocks are then covered with an aluminum permi-tag with the depth inscribed and written over in black marker pen for clarity in core tray photographs. The start and end of each selected sample interval is marked with a red wax pencil mark across the core and sample numbers are written on the edge of the core box channels at the start and end of each sample interval. Intervals denoting the position in the sample tag sequence of field duplicate, blank and analytical standards are also marked on the core box. Different colored tape was stapled to the boxes to indicate the position and type of duplicate sample. A permanent aluminum tag with the sample number inscribed on them was stapled to the inside of the core box channel at the start of each sample interval. A cut line was marked on the core as a guide for sawing of half-core samples for assay. The cut line position is marked by fitting the ends of the core together, to align them as they came out of the hole, and using a ruler to draw a line down the core axis with a red wax pencil. This mark-up is done after the trays are photographed. Cut line positions are selected by the logging geologist to produce two halves with equal proportions of mineralization. Typically this is done by marking the cut line down the long axis of the ellipses described by the intersection of the veins with the core circumference. Each tray is digitally photographed before core cutting and sampling.

Core Logging

Before cutting and sampling the core, the following tables of data are recorded on paper and then entered into the Company drill hole database system:

Geotechnical Logging

1. Core box record sheet: Beginning and end from/to intervals for each core box.
2. For each core run (from and to) a record of the core size, meters of core recovered for the interval, RQD (the total length of pieces of core in the interval that are twice the width of the core divided by the length of the interval, times 100) and hardness (on a scale from 1 to 5, from softest to hardest).
3. A drilling daily control sheet showing the progress of the rig for each shift.

Geological Logging

1. Geology Log: Intervals selected by the geologist recording a detailed description of the lithology, texture, alteration, mineral assemblage and intensity and level of oxidation/weathering. Structural measurements (i.e. the angle of structures to the core axis) are also recorded. The cover sheet includes details such as surveyed collar co-ordinates, downhole survey data, core size depths, drilling dates and sample number series. A graphic log column with a sketch of the geology is also included.
2. Veining and Mineralization: (Intervals on this form are the same as the sample intervals). Estimates of the percent veining and the percentage of different minerals represented in either vein, breccia or disseminated form, i.e. quartz, carbonates, pyrite etc. (sometimes completed after sampling).
3. Sample Sheet: A record of the sample intervals, sample numbers and duplicate, blank and analytical standard numbers as well as magnetic susceptibility measurements taken on each sample (using a handheld magnetic susceptibility meter pushed against the core).
4. Hole Summary: An abbreviated hole log that summarizes the important features of a drill hole. A summary drill hole trace giving the geologist the opportunity to summarize the hole and sketch in structural orientations in a form easily transferred to sections. All logs are saved on the server along with the core photos and other data from each hole.

Sample Interval Selection

All strongly altered or mineralized intervals of core were sampled. Sampling always began at least 5 samples above the start of mineralization. Sample intervals were selected using the following criteria.

- Maximum sample length of 2 m in unmineralized lithologies.
- Maximum sample length of 1 m in mineralized lithologies.
- Minimum sample length of 50 cm. Geological changes in the core such as major mineralization/alteration intensity and lithology changes were used as sample breaks.
- Core size changes and any zones of core loss were used as sample breaks.
- Large discrete veins that might possibly be modeled or mined as separate structures were sampled separately.

The begin/end marks were placed so that the entire vein ended up in the sample(s) and the vein is not smeared into samples on either side.

Sampling Procedure

All samples were originally cut in half using custom-made, gasoline engine-powered diamond core saws. All were recently changed to electric powered saws. Each saw has sliding trays and customized "core cradles" sized for each core diameter in order to ensure a straight cut down the cut line and to minimize the loss of friable core during cutting. Areas of very soft rock (e.g. fault gouge), are cut with a machete, using the side of the core channel to ensure a straight cut. Areas of very broken core (pieces <1 cm) were sampled using spoons. The following standard sampling procedures were employed:

The right hand side of the core (looking down the hole) was always sampled. After cutting, half the core was placed in a new plastic sample bag and half was placed back in the core box. Between each sample, the core saw and sampling table areas were washed to ensure no contamination between samples. Field duplicate, blank and analytical standards were added into the sample sequence as they were being cut. After cutting of samples containing visible gold, a piece of abrasive quartz sandstone was cut to clean the diamond blade. This was done to prevent contamination of the following sample with gold that may have become smeared onto the blade.

Sample numbers were written on the outside of the sample bags twice and the tag from the sample book was placed inside the bag with the half core. The bags were sealed using single-use plastic cable ties.

Sample numbers on the bags were checked against the numbers on the core box and the sample book.

The core cutting area is within the core logging shed and the logging geologists regularly checked the precision of the core cutting and sampling. The sealed plastic sample bags were placed in large plastic twine (rice) sacks (usually between 8 and 10 samples per sack) and sealed using single-use plastic cable ties. The sacks were weighed and the sack number, sample numbers, sack weight and date written on the outside of the sacks.

Company's Principal Properties

The Tuligtic Project, which hosts the Company's Ixtaca discovery, is the only project material to the Company. The Tuligtic Project is located in Puebla State, Mexico.

PRINCIPAL PROPERTY INTERESTS

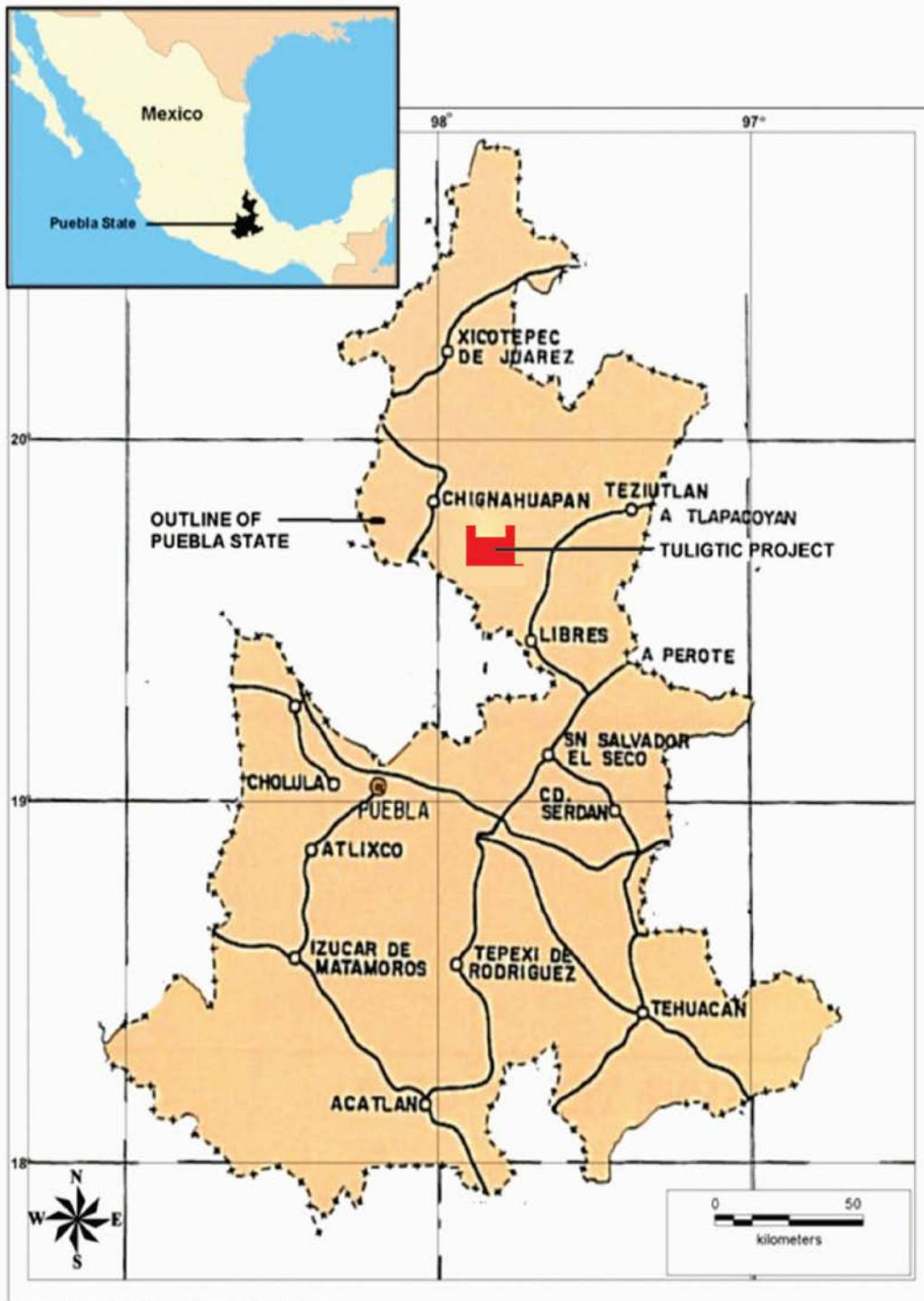
The Tuligtic Property/Project – Mexico

Location and Access

The Ixtaca deposit, the epithermal gold-silver target within the Tuligtic Property, is located 8 km northwest of the town of San Francisco Ixtacamaxitlán, the county seat of the municipality of Ixtacamaxitlán, Puebla State. The project is accessible by driving 40 km east along Highway 119 from Apizaco, an industrial center located approximately 50 km north of Puebla City by two-lane Highway, and then north approximately 2 km along a paved road to the town of Santa Maria. The trip from Apizaco to site can be driven in approximately 1.5 hours. There is also access to the Property using gravel roads from the northeast via Tezhuitan and Cuyoaco, from the south via Libres and from the northwest via Chignahuapan. The Xicohtencatl Industrial complex lies 30 km southwest by paved road from the Tuligtic Project, and houses agricultural, chemical, biomedical and industrial manufacturing facilities and is serviced by rail. Puebla, the fourth largest city in Mexico has a population in excess of 4 million people, and includes one of the largest Volkswagen automotive plants outside Germany.

The Topography on the Tuligtic Project is generally moderate to steep hills with incised stream drainages. Elevation ranges from 2,300 meters (m) above sea level in the south to 2,800 m in the north. Vegetation is dominantly cactus and pines and the general area is also somewhat cultivated with subsistence vegetables, bean and corn crops. The Ixtaca Zone exploration area has been previously cleared and logged. The region has a temperate climate with average temperatures ranging from 19°C in June to 10°C in December. The area experiences about 600 mm of precipitation annually with the majority falling during the rainy season, between June and September. Exploration can be conducted year round within the Property. Electricity is available on the Property as the national electricity grid services nearby towns such as Santa Maria and Zacatepec. Water for exploration is available from year-round natural springs located at higher elevations above and upstream of the Ixtaca deposit. The surface rights locally are privately owned and where Almaden is exploring the Company has negotiated surface land use agreements with surface rights landowners.

Location of Tuligtic Project, Puebla State, Mexico



Coordinate system: Degrees Longitude Latitude

Claims and Title

The Tuligtic property consists of three claims held 100% by Minera Gorrión S.A. de C.V., a subsidiary of Almaden Minerals Ltd. through the holding company, Puebla Holdings Inc. The claims, tabularized below, cover an area of over 14,000 hectares and were staked. Almaden acquired the claims in 2001, following the identification of surficial clay deposits that were interpreted to represent high-level epithermal alteration. Official title documents have been issued for all claims, the details of which are summarized below.

Claim Name	Claim Number	Valid Until Date	Area (hectares)	Location
Cerro Grande	219469	March 5, 2059	11,201.55	Tetela de Ocampo Ixtacamaxtitlan Aquixtla, Pue.
Cerro Grande 2	233434	February 23, 2059	3,028.00	Zautla, Puebla
Total			14,229.55	

During 2015, Almaden filed an application to reduce the aggregate claim size at Tuligtic to manage its land position outside the main discovery zone and in consideration of regional exploration studies.

Geological Setting of the Tuligtic Project and Ixtaca Zone

Within the Tuligtic Project, argillaceous limestone of the Late Jurassic to Early Cretaceous Upper Tamaulipas formation is underlain by transitional calcareous clastic rocks including siltstone, grainstone, mudstone, and calcareous shale. During the Laramide orogeny the carbonate package was intensely deformed into a series of thrust-related east verging anticlines. Calcareous shale units appear to occupy the cores of the anticlines while the thick bedded limestone/mudstone units occupy the cores of major synclines at the Ixtaca Zone. These carbonate basement units are crosscut by intensely altered intermediate composition dykes in the Tertiary. The deformed Mesozoic sedimentary sequence is discordantly overlain by epithermal altered Cenozoic bedded crystal tuff of the upper Coyoltepec subunit. The Coyoltepec volcanics are locally oxidized and weathered near surface and along structures.

Two styles of alteration and mineralization have been identified in the area: (1) copper-molybdenum porphyry style alteration and mineralization hosted by diorite and quartz-diorite intrusions; (2) silver-gold low-sulphidation epithermal quartz-bladed calcite veins hosted primarily by carbonate rocks and spatially associated with overlying volcanic hosted texturally destructive clay alteration and replacement silicification.

Outcropping porphyry-style alteration and mineralization is observed in the bottoms of several drainages where the altered intrusive complex is exposed in erosional windows beneath post mineral unconsolidated ash deposits. Multiple late and post mineral intrusive phases have been identified crossing an early intensely altered and quartz-veined medium-grained feldspar phyric diorite named the Principal Porphyry. Other intrusive types include late and post mineral mafic dykes and an inter-mineral feldspar-quartz phyric diorite. Late mineral mafic dykes are fine grained and altered to chlorite with accessory pyrite. Calc-silicate (garnet-clinopyroxene) altered limestone occurs in proximity to the intrusive contacts and is crosscut by late quartz-pyrite veins. Early biotite alteration of the principal porphyry consists of biotite-orthoclase flooding of the groundmass. Quartz veins associated with early alteration have irregular boundaries and are interpreted to be representative of A-style porphyry veins. These are followed by molybdenite veins which are associated with the same wall rock alteration. Chalcopyrite appears late in the early alteration sequence. Late alteration is characterized by intense zones of muscovite-illite-pyrite overprinting earlier quartz-K-feldspar-pyrite \pm chalcopyrite veining and replacing earlier hydrothermal orthoclase and biotite. Stockwork quartz-pyrite crosscuts the A-style veins and is associated with muscovite-illite alteration of biotite. The quartz-sericite alteration can be texturally destructive resulting in white friable quartz veined and pyrite rich rock. Pyrite is observed replacing chalcopyrite and in some instances chalcopyrite remains only as inclusions within late stage pyrite grains.

Epithermal mineralization on the Tuligtic property is considered to have no genetic relationship to the porphyry alteration and mineralization described above. The epithermal system is unoxidised and well preserved, and there is evidence of a paleosurface as steam heated kaolinite and replacement silica alteration occur at higher elevations where the upper part of the Coyoltepec pyroclastic deposit is preserved. The veining of Ixtaca epithermal system displays characteristics representative of intermediate and low sulphidation deposits. These include typical ore and gangue mineralogy (electrum, sphalerite, galena, adularia, carbonates), mineralization dominantly in open space veins (colloform banding, cavity filling).

Mineralized hydrothermal breccias showing multiphase development are commonly encountered within the main veins. Hydrothermal silicic/carbonate breccia zones occur within the limestone and dip steeply. These breccias are dominantly controlled by the main faults.

The Upper Tamaulipas formation, the dykes that crosscut it and the upper Coyoltepec volcanic subunit are the main host rocks to the epithermal vein system at Ixtaca. In the Main and Ixtaca North zones veining strikes dominantly ENE-WNW (060 degrees) parallel to a major dyke trend and at a very high angle to the N to NNW bedding and fold structures within the limestones. The veins of the Chemalaco Zone are hosted by the shaley carbonate units and strike to the NNW, dipping to the SSW. In the footwall to Chemalaco Zone a parallel dyke has been identified which is altered and mineralized. The Chemalaco Zone and the dyke are interpreted to strike parallel to bedding and to core an antiform comprised of calcareous shale.

Studies of mineral assemblages in hand specimen, transmitted and reflected light microscopy and SEM analyses were carried out in order to construct a paragenetic sequence of mineral formation. This work revealed that veining occurred in three main stages. The first stage is barren calcite veining. This is followed by buff brown and pink colloform carbonate and silicate veins containing abundant silver minerals and lower gold. The third stage of veining contains both gold and silver mineralization. The dominant gold-bearing mineral is electrum, with varying Au:Ag ratios. The majority of grains contain 40-60 wt (weight) % gold but a few have down to 20 wt% (Staffurth, 2012). Gold content occasionally varies within electrum grains, and some larger grains seem to be composed of aggregates of several smaller grains of differing composition (Staffurth, 2012). Electrum often appears to have been deposited with late galena-clausthalite both of which are found as inclusions or in fractures in pyrite. It is also closely associated with silver minerals such as uytenbogaardtite (Ag_3AuS_2). This mineral is associated with electrum, chalcopyrite, galena, alabandite, silver minerals and quartz in stage three mineralization. Apart from electrum, the dominant silver bearing minerals are polybasite (-pearceite) and argentian tetrahedrite plus minor acanthite-naumannite, pyrargyrite and stephanite. They are associated with sulphides or are isolated in gangue minerals.

The vein-related mineralization at Ixtaca does not have hard geologic boundaries. The mineralized zones are essentially vein zones, the outer boundaries of which are grade boundaries associated with decreased vein density.

History of Past Work

To the Company's knowledge, no modern exploration was carried out on the project prior to Almaden's acquisition of the property area by staking in 2001. Evidence of historic mining of clay (kaolinite) deposits from surface is evident throughout the property area. Almaden acquired the Cerro Grande claims of the Tuligtic Project in 2001 following the identification of surficial clay deposits that were interpreted to represent high-level epithermal alteration. In 2010, the Company acquired the third Caldera 3-a claim, which has subsequently been dropped. Subsequent geologic mapping, rock, stream silt, soil sampling and induced polarization (IP) geophysical surveys identified porphyry copper and epithermal gold targets within an approximately 5 x 5 km area of intensely altered rock.

On May 9, 2002 Almaden entered into a joint venture agreement with BHP Billiton World Exploration Inc. (BHP) to undertake exploration in eastern Mexico. Initial helicopter-borne reconnaissance programs were completed in May 2003 and March 2004 on select targets within the joint venture area of interest. The work resulted in the acquisition of five (5) separate properties, in addition to the previously acquired Cerro Grande of the present day Tuligtic Property. Following a review of the initial exploration data, effective January 20, 2005, BHP relinquished its interest in the six properties to Almaden. The joint venture was terminated in 2006.

Later in 2006, the Tuligtic project was optioned to Pinnacle Mines Ltd. In 2007 this option agreement was terminated. In 2009 the property was optioned to Antofagasta Minerals S.A. under terms whereby it could earn a 75% interest in the property. In 2009 and 2010 Antofagasta Minerals S.A., under Almaden operation, conducted a geophysical and exploration drilling program on the copper porphyry area of the project. The program consisted of three lines of IP geophysics and 2,522 meters of diamond drilling in six holes. The IP chargeability results, along with that of previous programs carried out by Almaden, defined a 2 by 2.5 kilometer chargeability high the limits of which are currently only defined to the west and south. The drilling intersected skarn and porphyry copper-molybdenum mineralization in an intrusive complex. Four of the six drill holes were oriented within thirty degrees of north south and located within a 200 by 300 meter area roughly in the central

portion of the IP chargeability anomaly. These holes were selected based on intensely altered and quartz-veined porphyry exposed in the drainages in the central portion of the chargeability anomaly. The drilling program encountered sub economic porphyry mineralization. The mineralized intersections, despite being largely in skarn and uneconomic, are considered by the Company to be encouraging for the greater porphyry potential of the system. Antofagasta Minerals S.A. terminated its option on the project in March 2010.

In July 2010 Almaden initiated a diamond drilling program on the gold-silver epithermal vein target area of the project located roughly 1 kilometer to the south of the porphyry prospect on the project. The first hole in this program (results announced in August, 2010) intersected a zone of banded carbonate-quartz epithermal veining with gold and silver values. This hole constitutes the discovery of the Ixtaca Zone of veining. The entire hole cut through a vein zone of varying intensity of veining and intersected 302.41m of 1.01 g/t Au & 48 g/t Ag. Within this broad zone of veining several higher grade veins were intersected including 44.35 meters of 2.77 g/t Au and 117.7 g/t Ag. Immediately after this discovery the Company initiated a follow-up drill program. Between 2010 and 2013, Almaden's exploration at the Ixtaca Zone of the Tuligtic Property included geologic mapping and prospecting, alteration mineralogic characterization, rock and soil geochemical sampling, ground magnetics, IP and resistivity, Controlled Source Audio-frequency Magnetotelluric (CSAMT), and Controlled Source Induced Polarization (CSIP) geophysical surveys resulting in the identification of several anomalous zones. Since 2010, a total of 453 exploration diamond drill holes have been drilled at the Tuligtic Gold-Silver Project, totaling 147,892 m.

Present Condition of Project and 2014 Exploration Program

Geology and Mineral Resources

The Ixtaca deposit is an epithermal gold-silver deposit, mostly hosted by veins in carbonate units (calcareous clastic rocks) and crosscutting pre-mineral altered dykes ("basement rocks") with a minor component of disseminated mineralisation hosted in overlying volcanic rocks. Wireframes constraining mineralised domains were constructed based on geologic boundaries defined by mineralisation intensity and host rock type. Higher grade zones occur where there is a greater density of epithermal veining. These higher grade domains have good continuity and are cohesive in nature.

On January 31, 2013, the Company announced a maiden resource on the Ixtaca Zone. Since that time drilling has been focused on expanding and infilling the known resource base for the PEA which utilised the NI 43-101 Compliant Updated Mineral Resource Estimate released January 22, 2014, performed by Gary Giroux, P.Eng., qualified person under the meaning of NI 43-101, and summarised in Table 1 below. The data available for the resource estimation consisted of 423 drill holes assayed for gold and silver. The estimate was constrained by three dimensional solids representing different lithologic and mineralized domains. Of the total drill holes 400 intersected the mineralized solids and were used to make the resource estimate. Capping was completed to reduce the effect of outliers within each domain. Uniform down hole 3 meter composites were produced for each domain and used to produce semi-variograms for each variable. Grades were interpolated into blocks 10 x 10 x 5 meters in dimension by ordinary kriging. Specific gravities were determined for each domain from drill core. Estimated blocks were classified as either Measured, Indicated or Inferred based on drill hole density and grade continuity.

Cautionary Note to U.S. Investors concerning estimates of Measured and Indicated Resources

This section uses the terms “measured resources” and “indicated resources”. We advise U.S. investors that while these terms are recognized and required by Canadian regulations, the U.S. Securities and Exchange Commission does not recognize them. **U.S. Investors are cautioned not to assume that any part or all of mineral deposits in these categories will ever be converted into reserves.**

Cautionary Note to U.S. Investors concerning estimates of Inferred Resources

This section uses the term “inferred resources”. We advise U.S. investors that while this term is recognized and required by Canadian regulations, the U.S. Securities and Exchange Commission does not recognize it. “Inferred resources” have a great amount of uncertainty as to their existence, and great uncertainty as to their economic and legal feasibility. It cannot be assumed that all or any part of an Inferred Mineral Resource will ever be upgraded to a higher category. Under Canadian rules, estimates of Inferred Mineral Resources may not form the basis of feasibility or other economic studies. **U.S. investors are cautioned not to assume that part or all of an inferred resource exists, or is economically or legally mineable.**

MEASURED RESOURCE							
AuEq Cut-off	Tonnes > Cut-off	Grade > Cut-off			Contained Metal		
(g/t)	(tonnes)	Au (g/t)	Ag (g/t)	AuEq (g/t)	Au (ozs)	Ag (ozs)	AuEq (ozs)
0.3	44,590,000	0.48	30.27	1.07	682,000	43,400,000	1,528,000
0.5	30,440,000	0.61	39.44	1.38	599,000	38,600,000	1,351,000
0.7	22,320,000	0.73	48.00	1.67	525,000	34,450,000	1,196,000
1.0	15,620,000	0.88	58.66	2.03	444,000	29,460,000	1,018,000
2.0	6,000,000	1.33	86.51	3.01	256,000	16,690,000	581,000
INDICATED RESOURCE							
AuEq Cut-off	Tonnes > Cut-off	Grade > Cut-off			Contained Metal		
(g/t)	(tonnes)	Au (g/t)	Ag (g/t)	AuEq (g/t)	Au (ozs)	Ag (ozs)	AuEq (ozs)
0.3	109,150,000	0.38	20.76	0.79	1,344,000	72,850,000	2,762,000
0.5	62,610,000	0.52	28.88	1.08	1,049,000	58,140,000	2,182,000
0.7	39,520,000	0.65	37.09	1.37	828,000	47,130,000	1,746,000
1.0	23,850,000	0.81	47.06	1.73	624,000	36,090,000	1,327,000
2.0	5,910,000	1.39	72.81	2.81	265,000	13,830,000	534,000
INFERRED RESOURCE							
AuEq Cut-off	Tonnes > Cut-off	Grade > Cut-off			Contained Metal		
(g/t)	(tonnes)	Au (g/t)	Ag (g/t)	AuEq (g/t)	Au (ozs)	Ag (ozs)	AuEq (ozs)
0.3	43,410,000	0.36	17.52	0.70	498,000	24,450,000	974,000
0.5	22,700,000	0.50	24.99	0.98	362,000	18,240,000	717,000
0.7	13,630,000	0.63	31.56	1.25	277,000	13,830,000	546,000
1.0	7,700,000	0.79	39.81	1.57	197,000	9,860,000	389,000
2.0	1,200,000	1.18	73.69	2.61	45,000	2,840,000	101,000

Table 1: Ixtaca Zone NI 43-101 Measured, Indicated and Inferred Mineral Resource Statement with the Base Case 0.5 g/t AuEq Cut-Off highlighted. Also shown are the 0.3, 0.7, 1.0 and 2.0 g/t AuEq cut-off results. AuEq calculation based on three year trailing average prices of \$1540/oz gold and \$30/oz silver.

Preliminary Economic Assessments

December 2015 PEA

On December 9, 2015, the Company announced the results of an optimized PEA which follows the historical PEA released in 2014 and amended on November 6, 2015 (“Historical PEA”) which evaluated larger throughput development alternatives. The primary reasons for providing an update to the Historical PEA

studies were to show the impact of significantly reduced initial capital cost on project economics and, given the significant decrease in precious metals prices, to demonstrate the viability of a mine plan which focuses on the near surface high grade limestone hosted portions of the Ixtaca Zone deposit.

This mine plan is a smaller high grade scenario that still allows for expansion into a larger production scenario similar to those described in Almaden's Historical PEA studies. In addition, the PEA incorporates the optioned Rock Creek mill as well as results from various engineering studies related to the project which had been conducted since the Historical PEA report. The PEA incorporates:

- The same resource model as the Historical PEA;
- The Rock Creek Mill, which was optioned by the Company in October, 2015, with average throughput of 7,500 tonnes per day;
- A smaller, near surface and payback focussed pit;
- A mine production schedule which targets higher grades earlier;
- Optimised waste placement and tailings management facilities;
- A 2% NSR held by Almadex Minerals Limited.

This PEA is preliminary in nature as it includes inferred mineral resources which are considered too speculative geologically to have the economic considerations applied to them that would enable them to be categorized as mineral reserves. There is no certainty that the PEA forecasts will be realized or that any of the resources will ever be upgraded to reserves. Mineral Resources that are not Mineral Reserves do not have demonstrated economic viability.

DECEMBER 2015 PEA HIGHLIGHTS:

The inputs and parameters for the December 2015 PEA include base case metal prices (US \$1150/oz gold and US \$16/oz silver). Highlights of the PEA are summarised below (all values shown are in US Dollars).

- Pre-tax Net Present Value ("NPV") of \$266M at a 5% discount rate and internal rate of return of 39%;
- After-tax (including new Mexican Mining Duties) NPV(5%) of \$166M and internal rate of return of 30%;
- Total mill feed of 35.5M tonnes and life of mine strip ratio of 5:1;
- Mine life of 13 years with an average processing rate of 7,500 tonnes per day;
- Average annual production of 55,660 ounces of gold and 3,754,000 ounces of silver;
- Estimated pre-production capital of US\$100M. Sustaining capital of US\$24M;
- After-Tax Payback of initial capital of 2.6 years.

Production and Processing

The Ixtaca gold-silver project in the PEA is planned as an open pit mining operation using contractor mining. Estimated mining inventory is comprised of 179 million tonnes of rock and 36 million tonnes of mill feed with an average mill feed grade of 0.76 grams per tonne gold and 47 grams per tonne silver. A total of 724 thousand ounces of gold and 48.8 million ounces of silver would be produced over the 13 year mine life. The PEA includes the Rock Creek process plant to produce gold and silver doré on site. The process plant includes conventional crushing, grinding, gravity, flotation, and concentrate leaching. Process reagents will be removed from process plant tailings prior to placement in a tailings management facility ("TMF"). The following table summarizes the production and processing parameters:

Total Mill Feed Material*	35.5 Million tonnes**	
Processing Rate	7,500 tonnes per day	
Life of Mine (LOM) Strip Ratio	5 : 1***	
	Gold	Silver
Average Mill Feed Grade	0.76 g/t	47.5 g/t
Average Process Recoveries	90%	84%
Average Annual Production LOM (ounces)	55,660	3,754,000
Total Production (ounces)	723,580	48,806,000

* *The mill feed tonnes in the mine plan include Inferred Resources. The reader is cautioned that Inferred Resources are considered too speculative geologically to have economic considerations applied to them that would enable them to be categorized as Mineral Reserves. There is no certainty that Inferred Resources will ever be upgraded to Reserves. Mineral Resources that are not Mineral Reserves do not have demonstrated economic viability.*

** The cut-off grade used to calculate the mill feed is $NSR \geq \$20/t$. NSR is calculated using the following formula: $NSR = [Au(g/t) * Au\ recovery\ (\%) * 36.55] + [Ag(g/t) * Ag\ recovery\ (\%) * 0.46]$

*** The strip ratio includes 13 million tonnes of stockpiled material not processed in this PEA that averages 0.31 g/t Au and 45 g/t Ag as waste. Should this material be processed the ultimate strip ratio would be 3:1.

Capital and Operating Costs

The total estimated initial capital cost for the Ixtaca gold-silver project is US\$100.2 million and sustaining capital is \$24 million over the mine life (“LOM”). The estimated LOM operating costs are US\$26.99 per tonne mill feed.

The following tables summarize the cost components:

Initial Capital Costs (US\$ Millions)

Site Infrastructure	\$15.3
TMF and Water Management	\$9.6
Mining	\$25.1
Process Plant, Doré Plant and Conveyor	\$28.0
Indirects, EPCM, Contingency and Owner’s Costs	\$22.2
Total	\$100.2

Projected Operating Costs (US\$)

Mining Costs	\$2.19	\$/tonne mined
Mining Costs	\$11.63	\$/tonne milled
Processing	\$13.73	\$/tonne milled
G&A	\$1.54	\$/tonne milled
Life of Mine TMF management	\$0.09	\$/tonne milled
Total	\$26.99	\$/tonne milled

Economic Results and Sensitivities

A summary of financial outcomes comparing base case metal prices to two alternative metal price situations is

presented below. The December 2015 PEA base case prices are derived from a combination of spot prices and current common peer usage. The Alternate Case prices represent a discount to the lowest sustained metal prices over the previous three years. The 3 year trailing average prices represent the upside potential should metal prices regain their previous strength.

Summary of Ixtaca Gold-Silver Economic Results and Sensitivities (US\$ Million)

	Alternate Case		Base Case		3 Yr trailing Average	
	Pre-Tax	After-Tax	Pre-Tax	After-Tax	Pre-Tax	After-Tax
Gold Price (\$/oz)	\$1000		\$1150		\$1300	
Silver Price (\$/oz)	\$14		\$16		\$20	
Net Cash Flow	\$235	\$149	\$435	\$280	\$731	\$470
NPV (5% discount rate)	\$132	\$78	\$266	\$166	\$464	\$293
Internal Rate of Return (%)	24%	18%	39%	30%	57%	44%
Payback (years)	3.3	3.9	2.3	2.6	1.6	2.0

The economic results are based on the mill feed tonnages in the selected ultimate pit. The mill feed tonnages include Inferred Resources. The reader is cautioned that Inferred Resources are considered too speculative geologically to have the economic considerations applied to them that would enable them to be categorized as Mineral Reserves. There is no certainty that Inferred Resources will ever be upgraded to Reserves. Mineral Resources that are not Mineral Reserves do not have demonstrated economic viability.

Rock Management, Environment and Community

Almaden recognises the paramount importance of protecting the environment to facilitate the development of a sustainable project. Knight Piésold Ltd. (“KP”) has been retained to help the Company with long lead item studies concerning environmental monitoring, assessment and permitting matters. Almaden established the following environmental objectives for the Project:

- Protect surface and ground water quality;
- Incorporate environmental enhancement opportunities into the mine and final reclamation plans;
- Minimize the project footprint.

In order to achieve these objectives Almaden and KP have instituted the following management strategies towards the submission of a Mexican Environmental Impact Statement.

Water Management

Almaden with KP has developed a comprehensive water monitoring strategy including the commencement of a hydrometric and climate monitoring program, and the drilling of water measurement wells. The latest assessment of regional weather patterns suggest that management of rainfall and runoff from within the project area will provide sufficient water for operations for the Ixtaca mine plan. Currently local communities use existing water supplies that come from natural springs located at higher elevations and upstream of the Ixtaca deposit. Stream flow upstream of the project will be either diverted around or collected, potentially creating a new fresh water supply source for local use, or used for mining and milling processes and before any would be discharged it would be treated to meet environmental guidelines.

Management of Rock

The limestone host rock, which constitutes a large portion of the total waste rock, has buffering capacity. Geochemical characterization of site materials has confirmed that waste rock is not expected to be net acid producing.

Environmental Monitoring

Groundwater monitoring to ensure compliance with all applicable best management practice (BMP) technologies is a fundamental component of the Project. Flora and fauna studies have been completed.

Community

The Ixtaca deposit and any potential mining operation will be located in an area previously logged or cleared. Existing land use in the project area is minimal. The Company has employed up to 70 local people in its drilling program who live local to the Ixtaca deposit. Local employees have made up virtually all the drilling staff, and have been trained on the job. The Company has implemented a comprehensive science based and objective community relations and education program for employees and all local stakeholders to transparently explain the exploration program underway as well as the potential impacts and benefits of any possible future mining operation at Ixtaca. The Company regards the local communities to be major stakeholders in the Ixtaca deposit's future along with the Company's shareholders. Every effort is being made to create an open and clear dialogue with our stakeholders to ensure that any possible development scenarios that could evolve from the anticipated future studies are properly understood and communicated throughout the course of the Company's exploration and development program. The Company invites all interested parties to visit www.almadenminerals.com to find out more about our community development, education and outreach programs.

Metallurgical Gold and Silver Test Work

Almaden has previously reported preliminary metallurgical test results (for details consult Almaden's news release of January 31, 2013, the 2013 Tuligtic Project NI 43-101 Technical Report filed March 15, 2013 on SEDAR and March 25, 2013 on Edgar, and Almaden's news releases of June 15th and September 14th, 2015). These test results show that standard gravity and flotation techniques could result in non-optimised gold and silver recoveries that are roughly equivalent for the limestone domain. This preliminary test work indicates that leaching the combined gravity/flotation concentrate can be used to produce a silver-gold doré on site. All geologic domains were tested using whole core composites selected to represent a range of grades.

Subsequent to the publication of the preliminary results, in 2014 and 2015, additional metallurgical work on new whole core composites, carried out at McClelland Laboratories Inc. in Reno, Nevada under the supervision of MMTS, focused on optimizing gravity, rougher flotation and leach results over a broader range of head grades in the limestone unit. This test work continues to indicate overall process recoveries to average 90% for gold and silver for limestone hosted mineralisation. Given the preliminary work to date on the minor volcanic and blackshale units, this PEA report assumes recoveries of 90% for silver and 50% for gold. Additional testwork is underway to optimise recoveries for these domains, both minor units in the PEA mine plan.

Qualified Persons, Quality Control and Assurance

The following companies have undertaken work in preparation of the PEA:

- APEX Geoscience Ltd. (Exploration and Drill data QA/QC)
- Giroux Consultants Ltd. (Mineral Resource Estimation)
- Moose Mountain Technical Services (Overall Report Preparation, Mine Plan and Mineral Processing, Infrastructure and Financial Model)
- Knight Piésold Ltd. (Geotechnical, Environmental, Rock and Tailings Management).

The independent qualified persons responsible for preparing the Ixtaca PEAs are; Jesse Aarsen, P.Eng. and Tracey Meintjes, P.Eng. of MMTS, Ken Embree, P.Eng. of KP, Kris Raffle, P.Geo. of APEX Geoscience Ltd., and Gary Giroux, M.A.Sc., P.Eng. of Giroux Consultants Ltd., all of whom act as independent consultants to the Company, are Qualified Persons as defined by National Instrument 43-101 ("NI 43-101").

QA/QC

The analyses used in the preparation of the mineral resource statement were carried out at ALS Chemex Laboratories of North Vancouver using industry standard analytical techniques. For gold, samples are first analysed by fire assay and atomic absorption spectroscopy ("AAS"). Samples that return values greater than 10 g/t gold using this technique are then reanalysed by fire assay but with a gravimetric finish. Silver is first analysed by Inductively Coupled Plasma - Atomic Emission Spectroscopy ("ICP-AES"). Samples that return values greater than 100 g/t silver by ICP-AES are then re analysed by HFHNO₃-HClO₄ digestion with HCL leach and ICP-AES finish. Of these samples those that return silver values greater than 1,500 g/t are further analysed by fire assay with a gravimetric finish. Blanks, field duplicates and certified standards were inserted into the sample stream as part of Almaden's quality assurance and control program which complies with National Instrument 43-101 requirements. In addition to the in-house QAQC measures employed by Almaden,

Kris Raffle, P.Geol. of APEX Geoscience Ltd., completed an independent review of Almaden's drill hole and QAQC databases. The review included an audit of approximately 10% of drill core analyses used in the mineral resource estimate. A total of 10,885 database gold and silver analyses were verified against original analytical certificates. Similarly, 10% of the original drill collar coordinates and down hole orientation survey files were checked against those recorded in the database; and select drill sites were verified in the field by Kris Raffle, P.Geol. The QAQC audit included independent review of blank, field duplicate and certified standard analyses. All QAQC values falling outside the limits of expected variability were flagged and followed through to ensure completion of appropriate reanalyses. No discrepancies were noted within the drill hole database, and all QAQC failures were dealt with and handled with appropriate reanalyses. The mineral resource estimate referenced in this press release was prepared by Gary Giroux, P.Eng., an independent Qualified Person as defined by NI 43-101. All drill sections and related assay data from the 2013 drilling program used in the resource estimate have been posted to the Company's website.

Exploration Opportunities

The Ixtaca deposit is one of several exploration targets on the wholly owned Tuligtic property. The Tuligtic claim covers an area of high level epithermal clay alteration. The project area is partially covered by volcanic ash deposits which mask underlying alteration, potential vein zones and associated soil responses. In areas devoid of this covering ash, soil sampling has defined several distinct zones of elevated gold and silver values and trace elements typically associated with epithermal vein systems. The Ixtaca zone is one of the largest areas of gold/silver soil response but it is also one of the areas with the least ash cover on the project. Management believes that the other altered and geochemically anomalous areas could represent additional zones of underlying quartz-carbonate epithermal veining like the Ixtaca zone.

The potential quantity and grade of these exploration targets is conceptual in nature. There has been insufficient exploration and/or study to define these exploration targets as a Mineral Resource. It is uncertain if additional exploration will result in these exploration targets being delineated as a Mineral Resource. The potential quantity and grade of these exploration targets has not been used in the PEA.

Upcoming / Outlook

The Company has initiated work towards a Pre-Feasibility Study. Apart from further metallurgical studies (underway), the work completed includes geo-mechanical and geotechnical drilling, static geochemical test work to characterise rock chemistry and long lead time environmental and water monitoring. Other work underway currently includes environmental baseline monitoring such as flora and fauna studies, climate monitoring, water quality sampling and surface water hydrology monitoring.

Item 5. Operating and Financial Review and Prospects

Operating Results

The following discussion and analysis of the results of operations and the Company's financial position should be read in conjunction with the consolidated financial statements and related notes for the years ended December 31, 2015, 2014, and 2013 appearing under Item 18 – Financial Statements and listed under Item 19 – Exhibits.

The Company's consolidated financial statements are stated in Canadian Dollars and have been prepared in accordance and compliance with International Financial Reporting Standards as issued by the International Accounting Standards Board ("IFRS").

The Company is in the business of exploring and developing its principal mineral property in Mexico with the aim of developing it to a stage where it can be exploited at a profit or to arrange joint ventures or other business transactions whereby other companies provide, in whole or in part, funding for development and exploitation. At that stage, the Company's operations would, to some extent, be dependent on the world market prices of any minerals mined. The Company does not have producing properties and operations on its properties.

The Company receives revenue from an Administrative Services Agreement with Almadex Minerals Limited. Under the Agreement, the Company is the sole and exclusive manager of Almadex. Almadex compensates the Company 30% of the Company's actual monthly cost of rent for any shared facilities, and 30% of any shared personnel's fees and/or wages. Almadex also pays the Company any reasonable fees or costs incurred on behalf of Almadex by the Company which were approved by Almadex. The Administrative Services Agreement has

an initial 5-year term, with subsequent automatic 1 year renewals unless terminated pursuant to the terms permitted under the Agreement. The Agreement includes a Change of Control clause. If either party is subject to a Change of Control during the term of the Agreement, the Agreement shall automatically terminate within 48 hours of the Change of Control unless agreed to in writing by both parties. The target of the Change of Control shall then pay the other party \$2 million as compensation for the unplanned termination of the Company's engagement and significant disruption to the other party's business. "Change of Control" means the date upon which, without the written concurrence of the target of the Change of Control, any person (as that term is defined in the *Securities Act* (British Columbia)) makes and does not withdraw a take-over bid (as that term is defined in the *Securities Act* (British Columbia)) or acquires, directly or indirectly, that number of common shares of the target which equals or exceeds twenty percent (20%) of the then issued common shares of the target.

Fiscal 2015 compared to Fiscal 2014

For the year ended December 31, 2015 ("Fiscal 2015"), the Company recorded a net loss of \$1,144,525 or \$0.02 per share compared to a net loss of \$14,982,667 or \$0.23 per share for the year ended December 31, 2014 ("Fiscal 2014"). The decrease in net loss was primarily a result of a gain on transfer of spin-out assets of \$3,115,422 and increased expenses in Fiscal 2014 from impairment charged against its investment in associate of \$6,637,288, impairment of exploration and evaluation assets of \$2,570,664, and deferred income tax expense of \$1,839,482 compared to Fiscal 2015.

The Company has no revenue from mining operations as it only conducts exploration and development work. The revenue of \$303,403 during Fiscal 2015 consisted of interest income and other income from administrative service fees collected from Almadex compared to total revenue of \$253,991 during Fiscal 2014 consisting of interest income and other income from office rental and a contract drilling program provided to a third party.

During Fiscal 2015, there was a gain on exploration and evaluation assets of \$32,920 as a result of a Canada Revenue Agency refund through a British Columbia Mining Exploration Tax Credit ("BCMETS") from the Merit project in B.C., Canada that was spun out to Almadex. During Fiscal 2014, there was an income on exploration and evaluation assets of \$55,111 as a result of a reduction of the December 2013 accrual to reverse previous years' exploration costs from a CRA review of Almadex's 2010 and 2011 BCMETS claim from various grassroots projects in B.C., Canada.

General and administrative expenses were \$2,876,209 for Fiscal 2015 (Fiscal 2014 - \$2,489,108). The primary increase in general and administrative expenses resulted from higher professional fees paid for the reorganization, capital market advisory services and different levels of investor relations activities. Directors fees totalling \$48,000 were paid during Fiscal 2015 compared to \$48,000 during Fiscal 2014.

General exploration expenses of \$432,764 were incurred in Fiscal 2015 compared to \$592,105 for Fiscal 2014. These expenditures vary according to management decisions on work to be done on any property. Given the current market conditions less exploration work was completed to conserve capital and allow the Company to focus on the Tuligtic project.

Significant non-cash items in Fiscal 2015 compared to Fiscal 2014 included impairment of investment in associate, impairment of exploration and evaluation assets, deferred income tax expense, impairment of marketable securities, share-based payments and loss on investment in associate. During Fiscal 2015, an impairment of investment in associate of \$470,700 was recognized (Fiscal 2014 - \$6,637,288). In 2015 it was determined that the decline in value in Gold Mountain's shares was considered to be significant and prolonged, as a result, the Company wrote-down its investment to fair value. Impairment of exploration and evaluation assets of \$97,044 (Fiscal 2014 - \$2,570,664) fluctuates period to period based on management's evaluation of the carrying value of each exploration and evaluation asset held at that time. The deferred income tax recovery of \$404,600 (Fiscal 2014 deferred income tax expense - \$1,839,482) relates to the Mexican Special Mining Duty ("SMD") associated with the Ixtaca project. Impairment of marketable securities of \$162,000 in Fiscal 2015 (Fiscal 2014 - \$405,903) relate to significant or prolonged losses of equity securities held by the Company based on the market value of shares at December 31, 2015. Share-based payments of \$950,740 in Fiscal 2015 (Fiscal 2014 - \$565,800) are recognized on the grant of stock options in any period. During Fiscal 2015 loss on investment in associate of \$95,892 (Fiscal 2014 - \$135,209) was the recognition of the equity losses in Gold Mountain. The equity pick up can vary period to period based on the performance of Gold Mountain.

Fiscal 2014 compared to Fiscal 2013

For the year ended December 31, 2014 (“Fiscal 2014”), the Company recorded a net loss of \$14,982,667 or \$0.23 per share compared to a net loss of \$6,356,609 or \$0.10 per share for the year ended December 31, 2013 (“Fiscal 2013”). The increase of \$8,626,058 in net loss was primarily the result of an increase in impairment of investment in associate of \$6,637,288, share-based payments of \$183,850 and impairment of exploration and evaluation assets of \$2,199,626 offset by a decrease in impairment in marketable securities of \$868,840 and loss from investment in associate of \$683,680.

The Company has no revenue from mining operations as it only conducts exploration and development work. The revenue of \$253,991 during Fiscal 2014 consisted of interest income and other income from office rental, and contract drilling program provided to third parties compared to total revenue of \$220,432 during Fiscal 2013 consisting of interest income and other income from office rental and a royalty payment from Gold Mountain from the Elk property.

During Fiscal 2014, there was a gain on exploration and evaluation assets of \$55,111 as a result of a reduction of the December 2013 accrual to reverse previous years’ exploration costs from a Canada Revenue Agency review of Almaden’s 2010 and 2011 British Columbia Mining Exploration Tax Credit (“BCMETS”) from various grassroots projects in B.C. During Fiscal 2013, there was a loss on exploration and evaluation assets of \$716,006 as a result of selling nine properties resulting in a total loss of \$102,942, the Company paying \$469,045 in the form of cash and shares as part of the consideration payable to obtain a reduction in a royalty with respect to the Caballo Blanco property from a 2011 royalty agreement that was subsequently amended pursuant to an Amended Royalty Agreement, and a reversal of an accrual from a previous years’ exploration costs that resulted in a loss on exploration and evaluation assets of \$144,019.

General and administrative expenses were \$2,489,108 for Fiscal 2014 (Fiscal 2013 - \$2,154,278). The primary increase in general and administrative expenses resulted from higher professional fees paid for capital market advisory services and different levels of investor relations activities. Directors fees totalling \$48,000 were paid during Fiscal 2014 compared to \$48,000 during Fiscal 2013.

General exploration expenses of \$592,105 were incurred in Fiscal 2014 compared to \$707,542 for Fiscal 2013. These expenditures vary according to management decisions on work to be done on any property. Given the current market conditions less exploration work was completed to conserve capital and allow the Company to focus on the Tuligic project.

Significant non-cash items in Fiscal 2014 compared to Fiscal 2013 included impairment of investment in associate, impairment of exploration and evaluation assets, deferred income tax expense, impairment of marketable securities, share-based payments and loss on investment in associate. During Fiscal 2014, an impairment of investment in associate of \$6,637,288 was recognized (Fiscal 2013 - \$Nil). Previously, the Company valued its investment in Gold Mountain utilizing the value-in-use methodology, but in 2014 it was determined that the decline in value in Gold Mountain’s shares was considered to be significant and prolonged, as a result, the Company wrote-down its investment to fair value. Impairment of exploration and evaluation assets of \$2,570,664 (Fiscal 2013 - \$371,038) fluctuates period to period based on management’s evaluation of the carrying value of each exploration and evaluation asset held at that time. The deferred income tax expense of \$1,839,482 (Fiscal 2013 - \$Nil) relates to the Mexican income tax and Special Mining Duty (“SMD”) associated with the Ixtaca project. Impairment of marketable securities of \$405,903 in Fiscal 2014 (Fiscal 2013 - \$1,274,743) relate to significant or prolonged losses of equity securities held by the Company based on the market value of shares at December 31, 2014. Share-based payments of \$565,800 in Fiscal 2014 (Fiscal 2013 - \$381,950) are recognized on the grant of stock options in any period. During Fiscal 2014 loss on investment in associate of \$135,209 (Fiscal 2013 - \$818,889) was the recognition of the equity losses in Gold Mountain. The equity pick up can vary period to period based on the performance of Gold Mountain.

Liquidity and Capital Resources

As at December 31, 2015, the Company’s working capital position was \$5,808,473. Management estimates that the current cash position and expected future cash flows from the exercise of outstanding stock options and warrants and equity financing will be sufficient for the Company to carry out its anticipated exploration and operating plans for fiscal 2016 that includes further development of the Ixtaca property. In accordance with the Plan of Arrangement, the Company spun-out the majority of its assets and a portion of its working capital to Almadex. The reorganized Almaden retained the Ixtaca gold/silver project and a majority of the working

capital which is used to continue exploration on the Ixtaca project, including the work required for a Pre-Feasibility Study.

Fiscal 2015

At the end of Fiscal 2015, the Company had a working capital of \$5,808,473 including cash and cash equivalents of \$6,222,778 compared to working capital of \$9,171,791 including cash and cash equivalents of \$8,172,598 at the end of Fiscal 2014. The decline in working capital of \$3,363,318 is mainly due to current assets spun out to Almadex including Marketable Securities and Gold Inventory. During Fiscal 2015, the Company closed two non-brokered private placements for gross proceeds of \$8,905,000 to continue the Ixtaca exploration and development program.

Management believes that the Company's cash resources are sufficient to meet its working capital and mineral exploration requirements for its next fiscal year. Management has a proven track record to be able to raise money even in a very challenging financial marketplace as evident in the private placement during 2015.

Cash used in operations during Fiscal 2015 was \$3,015,966 (Fiscal 2014 - \$2,910,414) after adjusting for non-cash activities.

Cash used in investing activities during Fiscal 2015 was \$4,362,807 (Fiscal 2014 - \$6,792,511). Significant items include expenditures on mineral property interests of \$3,668,974 (Fiscal 2014 - \$6,946,559) primarily on land acquisition of \$831,455 (Fiscal 2014 - \$1,137,914) and exploration costs on the Tuligtic property of \$3,048,151 (Fiscal 2014 - \$5,155,990). The Company also invested \$692,000 (Fiscal 2014 - \$Nil) pursuant to the terms of an Asset Purchase Option Agreement dated October 16, 2015 with Alaska Gold Company, LLC and Bering Straits Native Corporation (the "Asset Purchase Option Agreement") in respect of an option on certain mining equipment referred to as the "Rock Creek mill".

On February 11, 2015, the Company closed on a non-brokered private placement by the issuance of 4,420,000 units at a price of \$1.25 per unit for gross proceeds to the Company of \$5,525,000 less share issue costs of \$372,763. Each unit consisted of one common share and one-half of one non-transferrable common share purchase warrant. Each whole warrant allows the holder to purchase one common share at a price of \$2.00 per common share until February 11, 2016. A finder's fee of \$212,626 in cash and finder's warrants to purchase up to 49,410 common shares at a price of \$1.28 per common share until February 11, 2016 was paid on a portion of the placement. The fair value of the finder's warrants of \$13,341 was estimated using the Black-Scholes option pricing model.

On November 17, 2015, the Company closed on a non-brokered private placement by the issuance of 4,506,666 units at a price of \$0.75 per unit for gross proceeds to the Company of \$3,380,000 less share issue costs of \$122,609. Each unit consisted of one common share and one-half of one non-transferrable common share purchase warrant. Each whole warrant allows the holder to purchase one common share at a price of \$1.00 per common share until November 17, 2017. A finder's fee of \$73,550 in cash and finder's warrants to purchase up to 35,200 common shares at a price of \$0.77 per common share until November 17, 2017 was paid on a portion of the placement. The fair value of the finder's warrants of \$5,984 was estimated using the Black-Scholes option pricing model.

Management estimates that the current cash position and expected future cash flows from stock options and warrants and the participation of equity financing will be sufficient for the Company to carry out its anticipated exploration and operating plans for the foreseeable future. There may be circumstances where, for sound business reasons, a reallocation of funds may be necessary in order for the Company to achieve its stated business objectives.

Fiscal 2014

At the end of Fiscal 2014, the Company had a working capital of \$9,171,791 including cash and cash equivalents of \$8,172,598 compared to working capital of \$12,676,166 including cash and cash equivalents of \$11,994,773 at the end of Fiscal 2013. The decline in working capital of \$3,504,375 is mainly due to capitalized exploration expenses incurred in Ixtaca of \$ 6,293,904. During Fiscal 2014, the Company closed a non-brokered private placement for gross proceeds of \$6,000,000 to continue the Ixtaca exploration and development program.

In addition, the market value of the Company's inventory of gold bullion (1,597 ounces) at the end of Fiscal 2014 was \$2,200,086 or \$1,925,318 above book value as presented in the financial statements.

Cash used in operations during Fiscal 2014 was \$2,910,414 (Fiscal 2013 - \$1,522,956) after adjusting for non-cash activities.

Cash used in investing activities during Fiscal 2014 was \$6,792,511 (Fiscal 2013 - \$8,304,974). Significant items include expenditures on mineral property interests of \$6,946,559 (Fiscal 2013 - \$8,231,553) primarily on land acquisition of \$1,137,914 (Fiscal 2013 - \$1,001,706) and exploration costs on the Tuligtic property of \$5,155,990 (Fiscal 2013 - \$6,800,208).

During Fiscal 2014, the Company closed a non-brokered private placement by the issuance of 4,000,000 units at a price of \$1.50 per unit for gross proceeds to the Company of \$6,000,000 less share issue costs of \$256,111. Each unit consisted of one common share and one-half of one non-transferrable common share purchase warrant. Each whole warrant allows the holder to purchase one common share at a price of \$2.00 per common share until August 1, 2015. A finder's fee of \$107,400 in cash and finder's warrants to purchase up to 48,000 common shares at a price of \$1.50 per common share until August 1, 2015 was paid on a portion of the placement. The fair value of the finder's warrants of \$15,361 was estimated using the Black-Scholes option pricing model. The Company also received \$121,500 (Fiscal 2013 - \$223,550) on the exercise of 150,000 (Fiscal 2013 - 220,000) stock options during 2014.

Fiscal 2013

At the end of Fiscal 2013, the Company had working capital of \$12,676,166 including cash and cash equivalents of \$11,994,773 compared to working capital of \$19,474,784 including cash and cash equivalents of \$16,487,408 at the end of Fiscal 2012. The decline in working capital of \$6,798,618 is mainly due to capitalized exploration expenses incurred at Ixtaca of \$7,801,914. During Fiscal 2013, the Company closed a non-brokered private placement for gross proceeds of \$5,470,000 to continue the Ixtaca exploration and development program.

In addition, the market value of the Company's inventory of gold bullion (1,597 ounces) at the end of Fiscal 2013 was \$2,005,251 or \$1,730,483 above book value as presented in the financial statements. The Company has no long-term debt.

Cash used in operations during Fiscal 2013 was \$1,522,956 (Fiscal 2012 - \$2,723,237) after adjusting for non-cash activities.

Cash used in investing activities during Fiscal 2013 was \$8,304,974 (Fiscal 2012 - \$3,233,514). Significant items include expenditures on mineral property interests of \$8,231,553 (Fiscal 2012 - \$7,407,896) primarily on land acquisition of \$1,001,706 (Fiscal 2012 - \$Nil) and exploration costs on the Tuligtic property of \$6,800,208 (Fiscal 2012 - \$6,318,731).

During Fiscal 2013, the Company received gross proceeds of \$5,470,000 on closing a private placement by the issuance of 4,376,000 units at a price of \$1.25 per unit. Each unit consists of one common share and one non-transferable common share purchase warrant. Each warrant allows the holder to purchase one common share at a price of \$1.50 per common share until January 17, 2015 and, thereafter, at a price of \$1.80 per common share until July 17, 2016. A finder's fee of \$232,500 in cash and finder's warrants to purchase up to 186,000 common shares at a price of \$1.50 per common share until July 17, 2016 was paid on a portion of the placement. The Company also received \$223,550 (Fiscal 2012 - \$1,260,000) on the exercise of 220,000 (Fiscal 2012 - 600,000) stock options during Fiscal 2013.

Research and Development, Patents and Licenses

The Company conducts no Research and Development activities, nor is it dependent upon any patents or licenses.

Trend information

During 2015, prices of precious metals continued to drop thereby extending the downward trend started in 2012. For base metals, lower prices seem to be related to concerns over economic conditions in the large developing nations that are building infrastructure and the size of the above ground metal inventory or stockpiles. In addition, there remains uncertainty as to how long prices will remain depressed, whether competition for resources will decrease or intensify, and how any change might further affect metal prices. In previous years, significant selling on Comex and redemptions from gold and silver funds contributed to the steep reduction in

metal prices. These lower prices have resulted in large producers selling non-core or high cost assets, suspending or shelving new mine construction, and initiating severe cost control measures. The large write-downs of assets and recent acquisitions by many companies have been well publicized, and have resulted in significant reductions to mineable reserves worldwide. Lower prices also result in miners selectively mining higher grade portions of a deposit, which may effectively sterilize lower grade portions from ever being mined even with higher prices at a later date. Reserves are also declining due to mining operations, yet these depleted reserves are not being replaced because of reduced exploration efforts.

One of the easiest areas to cut costs is by cutting or eliminating exploration and acquisition activity. Many large miners have reduced exploration to cut costs and most junior exploration companies are having difficulty raising exploration capital. What capital is being raised is through equity sales at significantly reduced prices, which results in significant dilution to shareholders. There is also uncertainty in currency exchange rates due to economic conditions around the world and how these might affect both costs and profits. Companies at the feasibility study stage or raising capital for production start-up are finding that project finance opportunities are limited, and high cost relative to earlier years. These factors require frequent review of plans and budgets against a backdrop of fewer quality exploration and development projects along with the long term shortage of skilled exploration personnel.

Merger and acquisition activity involving large organizations has slowed, at least in part because there are fewer large companies remaining; there are fewer that are vulnerable to takeover. As mentioned above, write-downs on acquisitions have resulted in more caution by potential merger and acquisition candidates because of difficulties in valuations for assets in relation to often depressed stock market prices. While reduced market capitalizations make acquisitions seem inexpensive in relation to prior valuations, the lower share prices of companies seeking to acquire resources this way means larger dilution to their shareholders as well.

The price of both exploration and production companies focused on precious metals have underperformed when compared to the price of gold. This has been attributed to various reasons such as the rise of funds that invest in precious metals which are capturing much of the investment interest in gold and silver. When the gold price dropped in 2013, there was large disinvestment from such funds and the prices of exploration companies dropped as well. There is no certainty that this will change. Many in the investment and economic communities dispute the likelihood of inflationary or deflationary conditions and the effect of either on precious metal prices. Any rise in interest rates might lower investment demand for gold and silver.

The uncertain times have led to some cash strapped governments to seek or threaten higher tax and royalty policies while others consider lowering them to attract investment. Globalization of trade and markets has been more important to the mineral industry than many other industries, and because of current conditions these concepts are under question by many vested interest groups. At the same time, environmental groups have successfully lobbied for more wilderness areas and parks where exploration and mining activities are prohibited. Native groups are actively pursuing land claims and there is a rise of militant national and religious groups in many parts of the world. Pressure from such groups can lead to increased regulation and this must be monitored closely to recognize a point where it becomes excessive. Many governments are pursuing regulations and taxes on emissions of so called "greenhouse gases" that could raise costs for many industries including metal mining. As more and more stakeholders become interested in mining ventures there is an increasing need to maintain cooperation with valid concerned groups, particularly among the local community where the project is located. Some of these issues tend to restrict the areas where mineral exploration and development of new mines can occur. This should make areas permissive to exploration more attractive and a previously discerned need for new, quality exploration projects based on sound geological work continues.

The world may be slow to recover from current economic conditions and a further deterioration of these conditions remains a serious threat. If such deterioration occurs, lower economic activity would probably also lower the demand for base metals but management believes that precious metals will continue to be in demand as a store of value.

Off-balance Sheet Arrangements

The Company has no off-balance sheet arrangements other than the lease related to its office premises as disclosed below.

Contractual Obligations

The Company is obligated under an operating lease for its office premises with the following aggregate

minimum lease payments to the expiration of the lease on August 30, 2017. The Company does have government requirements in work and/or taxes to maintain other claims held. The decision to keep or abandon such claims is not contractual but at the discretion of the Company. All other property option payments on the Company's projects have been assumed by third parties who are earning their interests in the projects. On January 29, 2013, the Company entered into contracts with its Chairman and President for an annual remuneration of \$240,000 and \$265,000 respectively effective January 1, 2013, for two years, renewable for two additional successive terms of 24 months. Effective December 31, 2015, the Chairman's contract was mutually terminated and effective January 1, 2016, the Company and the Chairman entered into a new contract for an annual remuneration of \$240,000 for two years, renewable for two additional successive terms of 24 months. Effective January 1, 2016, the Chairman's and President's base salaries ("Base Salary") were \$240,000 and \$265,000, respectively. Table No. 4 lists the total contractual obligations as at December 31, 2015 for each period.

Table No. 4
Contractual Obligations of the Company

	Payments due by period				
	Total	Less than 1 year	1 – 3 years	3 – 5 years	More than 5 years
Operating lease	\$ 222,461	\$ 13,112	\$ 209,349	-	-
Executive contracts	\$ 2,235,000	\$ Nil	\$ 1,515,000	\$ 480,000	\$ 240,000

Contractual obligations of the Company in the above table exclude future option payments required to maintain the Company's interest in certain mineral properties and option payments under the Asset Purchase Option Agreement in respect to the Rock Creek mill.

Significant accounting judgments and estimates

Significant assumptions about the future and other sources of judgments and estimates that management has made at the statement of financial position date, that could result in a material adjustment to the carrying amounts of assets and liabilities, in the event that actual results differ from assumptions made, relate to, but are not limited to, the following:

Critical Judgments

- The assessment that the Company has significant influence over the investment in Gold Mountain Mining Corporation ("Gold Mountain") (See Note 7 to the consolidated financial statements) which results in the use of the equity accounting method for accounting for this investment. In making their judgment, management considered the composition of the Board of Directors of its equity investment in Gold Mountain, the common directors and management between Gold Mountain and the Company and the intercompany transactions and relationship with Gold Mountain and concluded that significant influence exists.
- The analysis of the functional currency for each entity of the Company. In concluding that the Canadian dollar is the functional currency of the parent and its subsidiary companies, management considered the currency that mainly influences the cost of providing goods and services in each jurisdiction in which the Company operates. As no single currency was clearly dominant, the Company also considered secondary indicators including the currency in which funds from financing activities are denominated and the currency in which funds are retained.
- The determination that the carrying amount of the Tuligtic Project will be recovered through use rather than sale (Note 18).

Estimates

- The recoverability of amounts receivable which are included in the consolidated statements of financial position;
- The carrying value of the marketable securities and the recoverability of the carrying value which are

- included in the consolidated statements of financial position;
- The carrying value of investments, and the estimated annual gains or losses recorded on investments from income and dilution, and the recoverability of the carrying value which are included in the consolidated statements of financial position;
- The estimated useful lives of property, plant and equipment which are included in the consolidated statements of financial position and the related depreciation included in the consolidated statements of comprehensive loss;
- The value of the exploration and development costs which is recorded in the consolidated statements of financial position (Note 4(h));
- The Company uses the Black-Scholes option pricing model to determine the fair value of options and warrants in order to calculate share-based payments expense and the fair value of finders' warrants. Certain inputs into the model are estimates that involve considerable judgment and are or could be affected by significant factors that are out of the Company's control;
- The provision for income taxes which is included in the consolidation statements of comprehensive loss and composition of deferred income tax assets and liabilities included in the consolidated statements of financial position at December 31, 2015;
- The assessment of indications of impairment of each exploration and evaluation asset and related determination of the net realizable value and write-down of those assets where applicable;
- The estimated fair value of contingent share payments receivable in the event that Gold Mountain achieves some or all of the specified resource and production levels described in Note 9(a) of the consolidated financial statements; and
- The estimated fair value of contingent share payments receivable in the event that Goldgroup Mining Inc. achieves some or all of the specified resource and production levels described in Note 9(b) of the consolidated financial statements.

Item 6. Directors, Senior Management and Employees

Table No. 5 lists the directors and senior management of the Company. The directors have served in their respective capacities since their election and/or appointment and will serve until the next annual general meeting of the Company or until a successor is duly elected, unless the office is vacated in accordance with the Articles of the Company. All directors are residents and citizens of Canada.

**Table No. 5
Directors of the Company**

Name	Age	Date First Elected or Appointed
James Duane Poliquin	75	February 1, 2002 ⁽⁴⁾
John D. McCleary ⁽²⁾⁽³⁾	75	February 1, 2002 ⁽⁴⁾
Joseph Montgomery ⁽¹⁾⁽²⁾⁽³⁾	88	February 1, 2002 ⁽⁴⁾
Morgan Poliquin	44	February 1, 2002 ⁽⁴⁾
Gerald G. Carlson ⁽¹⁾⁽²⁾⁽³⁾	70	February 1, 2002 ⁽⁴⁾
Mark T. Brown ⁽¹⁾⁽³⁾	47	May 30, 2011
William J. Worrall	83	May 7, 2013

⁽¹⁾ Member of Audit Committee

⁽²⁾ Member of Nominating and Corporate Governance Committee

⁽³⁾ Member of Compensation Committee

⁽⁴⁾ Date of issue of the Certificate of Amalgamation

Duane Poliquin was a director of Almaden Resources Corporation since September 1980, Jack McCleary since June 1991 and Morgan Poliquin since June 1999.

Duane Poliquin was a director of Fairfield Minerals Ltd. since June 1996, Joseph Montgomery since July 2000 and Gerald G. Carlson since July 1998.

Table No.6 lists the Executive Officers of the Company. The Executive Officers serve at the pleasure of the Board of Directors, subject to the terms of executive compensation agreements hereinafter described. All Executive Officers are residents and citizens of Canada.

Table No. 6
Executive Officers of the Company

Name	Position	Age	Date First Appointed
James Duane Poliquin	Chairman of the Board	75	February 1, 2002 ⁽⁴⁾
Morgan Poliquin	President and Chief Executive Officer	44	March 1, 2007
Korm Trieu	Chief Financial Officer	50	May 30, 2011
Douglas McDonald	Vice-President, Corporate Development	47	September 22, 2014

⁽⁴⁾ Date of issue of the Certificate of Amalgamation

Duane Poliquin was appointed an Officer of Almaden Resources Corporation in September 1980 and of Fairfield Minerals Ltd. in June 1996.

Duane Poliquin is a registered professional geological engineer with over 50 years of experience in mineral exploration and he is the founding shareholder of Almaden Resources Corporation. He gained international experience working with major mining companies where he participated in the discovery of several important mineral deposits. Mr. Poliquin has held executive positions and directorships with several junior resource companies over his career. He was founder and President of Westley Mines Ltd. when that company discovered the Santa Fe gold deposit in Nevada. Mr. Poliquin spends virtually all of his time on the affairs of the Company. He also serves as a director of Gold Mountain Mining Corporation and as Chairman of the Board and a director of Almadex Minerals Limited.

John D. (Jack) McCleary is a registered professional geologist with over 40 years' experience in petroleum and mineral exploration. He has held executive positions with several junior resource companies over his career and for several years was a Vice President of Dominion Securities Ltd. He served as a director and President of Canadian Hydro Developers Inc. until December 1995 at which time he retired and as a director and President of Troymin Resources Ltd. until April 2003 at which time Troymin amalgamated with Santoy Resources Ltd. where he served as a director for 5 years. Mr. McCleary is also a director of Almadex Minerals Limited and spends less than 5% of his time on the affairs of the Company.

Joseph Montgomery is a professional engineer registered with the Association of Professional Engineers and Geoscientists of B.C. He has over 40 years' experience in the mineral industry primarily as a consultant in base and precious metals, industrial metals and gemstones. He is President of Montgomery Consultants Ltd. for over 35 years and is on the Advisory Board of the Canadian Institute of Gemology. He spends less than 10% of his time on the affairs of the Company. Mr. Montgomery also serves as a director of Infrastructure Materials Corp, an industrial materials company listed on the US OTCBB and Getty Resources Ltd., listed on the TSX-V.

Morgan Poliquin is a registered professional geological engineer with over 20 years' experience in mineral exploration since graduating with a B.A.Sc. degree in geological engineering from the University of British Columbia (1994). In 1996 he earned a M.Sc. in geology from the University of Auckland, New Zealand studying geothermal and epithermal deposits in the South Pacific including the Emperor Gold Deposit, Fiji. In 2010, Dr. Poliquin earned his Ph.D. in Geology from the Camborne School of Mines, University of Exeter. He is President and CEO of the Company and oversees corporate matters as well as directing the Company's exploration program. Dr. Poliquin spends virtually all of his time on the affairs of the Company directing its exploration programs. He also serves as a director of Gold Mountain Mining Corporation and as President, CEO and a director of Almadex Minerals Limited.

Gerald G. Carlson has been involved in mineral exploration and junior exploration company management for over 40 years. Mr. Carlson has a B.A.Sc. from the University of Toronto, a M.Sc. from Michigan Technological University and Ph.D. from Dartmouth College. He is a past President of AME BC (formerly the B.C. and Yukon Chamber of Mines), President of the Society of Economic Geologists Canada Foundation, a Fellow of the Society of Economic Geologists, a member of the Professional Engineers and Geoscientists of British Columbia, the Professional Engineers of the Yukon Territory and the Canadian Institute of Mining, Metallurgy & Petroleum. Mr. Carlson spends less than 5% of his time on the affairs of the Company. He also serves as President, CEO and a director of Pacific Ridge Exploration Ltd., a gold and copper exploration company listed on the TSX-V.

Mark T. Brown is a Chartered Professional Accountant (CPA, CA) and earned a Bachelor's Degree in Commerce from the University of British Columbia in 1990. Mr. Brown received his Chartered Accountant's

designation in 1993 while working at Price Waterhouse, Chartered Accountants. From 1994 to 1997, he was the controller of two TSE (now TSX) 300 mining companies, one after the other, each of which produced in excess of 100,000 ounces of gold annually. At the end of 1997, Mr. Brown joined Pacific Opportunity Capital Ltd. which was set up to provide business financial support, both administratively and for transactions and negotiations, to public and private emerging companies. Mr. Brown spends approximately 5% of his time on the affairs of the Company. He also serves as a director and executive chairman of Alianza Minerals Ltd. and Avrupa Minerals Ltd., both mineral exploration company listed on the TSX-V. Mr. Brown also serves as a director of the following companies:

- a. Big Sky Petroleum Ltd., an oil and gas company listed on the TSX-V.
- b. Galileo Petroleum Ltd., an oil and gas exploration company listed on the TSX-V.
- c. Strategem Capital Corp., an investment issuer listed on the TSX-V.
- d. Sutter Gold Mining Ltd., a gold exploration company listed on the TSX-V.
- e. Pager Minerals Ltd., an exploration company listed on the TSX-V.
- f. Almadex Minerals Limited, an exploration company listed on the TSX-V.

William J. Worrall is a retired lawyer with over 55 years practice primarily in the areas of securities, national and transnational corporate and commercial transactions, including mergers and acquisitions, with emphasis on junior resource companies engaged in mining and oil and gas exploration and development. Mr. Worrall spends less than 5% of his time on the affairs of the Company. He is also a director of Almadex Minerals Limited.

Korm Trieu is a Chartered Professional Accountant (CPA, CA) and holds a Bachelor of Science degree from the University of British Columbia and has spent over 15 years in corporate finance, administration and tax services, primarily in the natural resource, financial service and real estate sectors. From 2008-2011, he served as Vice President Finance for Sprott Resource Lending Corp. where he oversaw the Finance and Administration departments of a natural resource lending company. Mr. Trieu spends all of his business time on the affairs of the Company. He is also the Chief Financial Officer of Almadex Minerals Limited.

Douglas McDonald holds a Bachelor of Commerce degree and an M.A. Sc. specializing in mineral economics from the University of British Columbia and has over 18 years of experience in the resource, foreign trade and resource policy arenas. Prior to joining Almadex, he worked with an investment dealer where he advised numerous mineral resource companies regarding M&A opportunities, and assisted them in accessing capital markets. He also spent 5 years as a Foreign Service officer with the Canadian government, where he focused on international trade issues, primarily concerning their impact on the resources industry. Mr. McDonald spends all of his business time on the affairs of the Company. He is also a director and the Vice President, Corporate Development of Almadex Minerals Limited.

There are no arrangements or understandings with any two or more directors or executive officers pursuant to which any such person was selected as a director or executive officer. Duane Poliquin, Chairman of the Board and Director, is the father of Morgan Poliquin, President, Chief Executive Officer and Director.

During Fiscal 2015, the Chairman, through Hawk Mountain Resources Ltd., took a discount from his Base Salary of \$240,000 and was remunerated \$220,952, and the Chief Executive Officer was remunerated at his Base Salary of \$265,000 per annum. Each of the Chairman's and Chief Executive Officer's employment contracts includes terms for two additional successive terms of 24 months (the "Extended Term") ending December 31, 2018. However, effective December 31, 2015, the Hawk Mountain Resources Ltd. Contract was terminated by mutual consent with the Company and the Chairman entered into a new employment contract directly with the Company. The new employment contract includes a Base Salary of \$240,000 per annum and has an effective date of January 1, 2016. It has an initial two-year term and is renewable for two additional successive terms of 24 months.

During Fiscal 2015, the Chief Financial Officer ("CFO") was remunerated at his salary of \$185,000, and the Vice President, Corporate Development ("VP") was remunerated at his salary of \$175,000 per annum. Each of the CFO's and VP's employment agreements have indefinite terms.

Under an Administrative Services Agreement between the Company and Almadex Minerals Limited, the Company provides management services to Almadex. Almadex compensates the Company 30% of any shared personnel remuneration and office overhead expenses.

All non-management Directors are to be compensated \$7,000 yearly and the Chairs of the Audit Committee and Compensation, Nominating and Corporate Governance Committee be compensated \$3,000 yearly, effective January 1, 2013. The Compensation Committee also recommended that, with respect to Director stock options, up to 250,000 options be granted to each non-management Director. Directors are entitled to reimbursement for reasonable travel and other out-of-pocket expenses incurred in connection with attendance at meetings of the Board of Directors. The Board of Directors may award special remuneration to any director undertaking any special services on behalf of the Company other than services ordinarily required of a director. Other than indicated below no director received any compensation for his services as a director, including committee participation and/or special assignments, or will receive compensation on termination.

Total compensation paid by the Company directly and/or indirectly to all directors and executive officers during Fiscal 2015 was \$893,952 (Fiscal 2014 - \$873,625).

**Table No. 7
Summary Compensation Table**

Name and Principle Position	Annual Compensation				Long-Term Compensation			
	Fiscal Year	Salary	Bonus	Other Annual Compensation	Awards Restricted Stock Awards	Options/SARS Granted (#)	LTIP Payouts	All Other Compensation
Duane Poliquin Chairman of the Board & Director	2015	Nil	Nil	Nil	Nil	485,000	Nil	\$220,952 ⁽¹⁾
	2014	Nil	Nil	Nil	Nil	Nil	Nil	\$240,000 ⁽¹⁾
	2013	Nil	Nil	Nil	Nil	Nil	Nil	\$246,300 ⁽¹⁾
Morgan Poliquin President, Chief Executive Officer & Director	2015	\$265,000	Nil	Nil	Nil	965,000	Nil	Nil
	2014	\$265,000	Nil	Nil	Nil	400,000	Nil	Nil
	2013	\$265,000	Nil	Nil	Nil	Nil	Nil	Nil
Jack McCleary Director	2015	Nil	Nil	Nil	Nil	207,000	Nil	\$10,000 ⁽²⁾⁽⁴⁾
	2014	Nil	Nil	Nil	Nil	Nil	Nil	\$10,000 ⁽²⁾⁽⁴⁾
	2013	Nil	Nil	Nil	Nil	Nil	Nil	\$10,000 ⁽²⁾⁽⁴⁾
Joseph Montgomery Director	2015	Nil	Nil	Nil	Nil	145,000	Nil	\$7,000 ⁽²⁾
	2014	Nil	Nil	Nil	Nil	Nil	Nil	\$10,000 ⁽²⁾⁽³⁾
	2013	Nil	Nil	Nil	Nil	Nil	Nil	\$7,000 ⁽²⁾
Gerald G. Carlson Director	2015	Nil	Nil	Nil	Nil	237,000	Nil	\$7,000 ⁽²⁾
	2014	Nil	Nil	Nil	Nil	50,000	Nil	\$7,000 ⁽²⁾
	2013	Nil	Nil	Nil	Nil	Nil	Nil	\$7,000 ⁽²⁾
Barry W. Smee Former Director ⁽⁸⁾	2015	Nil	Nil	Nil	Nil	Nil	Nil	\$7,000 ⁽²⁾
	2014	Nil	Nil	Nil	Nil	Nil	Nil	\$7,000 ⁽²⁾
	2013	Nil	Nil	Nil	Nil	Nil	Nil	\$8,500 ⁽²⁾⁽⁵⁾
Mark T. Brown Director, former Chief Financial Officer	2015	Nil	Nil	Nil	Nil	232,000	Nil	\$11,200 ⁽²⁾⁽³⁾⁽⁶⁾
	2014	Nil	Nil	Nil	Nil	25,000	Nil	\$7,000 ⁽²⁾
	2013	Nil	Nil	Nil	Nil	Nil	Nil	\$7,000 ⁽²⁾
William J. Worrall Director	2015	Nil	Nil	Nil	Nil	145,000	Nil	\$7,000 ⁽²⁾
	2014	Nil	Nil	Nil	Nil	Nil	Nil	\$4,550 ⁽²⁾
	2013	Nil	Nil	Nil	Nil	250,000	Nil	Nil
James E. McInnes Former Director	2015	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2014	Nil	Nil	Nil	Nil	Nil	Nil	\$2,450 ⁽²⁾
	2013	Nil	Nil	Nil	Nil	Nil	Nil	\$10,000 ⁽²⁾⁽³⁾
Korm Trieu Chief Financial Officer	2015	\$185,000	Nil	Nil	Nil	145,000	Nil	Nil
	2014	\$185,000	Nil	Nil	Nil	50,000	Nil	Nil
	2013	\$185,000	Nil	Nil	Nil	75,000	Nil	Nil
Dione Bitzer Controller ⁽⁹⁾	2015	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2014	\$87,500	Nil	Nil	Nil	Nil	Nil	Nil
	2013	\$100,000	\$7,500	Nil	Nil	Nil	Nil	Nil
Douglas McDonald Vice President, Corporate Development	2015	\$175,000	Nil	Nil	Nil	130,000	Nil	Nil
	2014	\$48,125 ⁽⁷⁾	Nil	Nil	Nil	150,000	Nil	Nil
	2013	N/A	N/A	N/A	N/A	N/A	N/A	N/A

⁽¹⁾ For geological services provided to the Company and general and administrative services provided by Hawk Mountain Resources Ltd., a private company of which Duane Poliquin is a shareholder. Effective December 31, 2015, the Hawk Mountain Resources Ltd. contract was terminated by mutual agreement.

⁽²⁾ Director's fees.

⁽³⁾ Audit Committee Chairman's fees.

⁽⁴⁾ Compensation Committee Chairman's fees.

⁽⁵⁾ For consulting services provided by Smee & Associates Consulting Ltd., a company owned by Barry Smee and his wife.

- ⁽⁶⁾ For administrative services provided by Pacific Opportunity Capital Ltd., a company controlled by Mark T. Brown and his family.
- ⁽⁷⁾ Commenced employment on September 22, 2014.
- ⁽⁸⁾ Barry Smee resigned as a Director of the Company effective January 31, 2015.
- ⁽⁹⁾ Dione Bitzer was not nominated as an officer in Fiscal 2015 but remained as an employee for the year.

Remuneration on Termination

The Company has the following termination clauses within its executive employment contracts.

(1) Chairman

The Company entered into a new Executive Employment Contract (the “DP Agreement”) dated January 1, 2016 between the Company and Duane Poliquin (the “Executive” under the “DP Agreement”) which replaces an expired Executive Compensation Contract dated January 29, 2013 (the “HMR Agreement”) between the Company and Hawk Mountain Resources Ltd. (“Management Company”), a private company of which Duane Poliquin (the “Executive” under the HMR Agreement) is a shareholder, which was terminated by mutual agreement on December 31, 2015. The DP Agreement will terminate or may be terminated for any one of the following reasons:

- (a) voluntary, upon at least three (3) months prior written notice of termination by the Executive to the Company; or
- (b) without Cause, upon at least three (3) months prior written notice of termination by the Company to the Executive; or
- (c) by the Company for Cause; or
- (d) upon the death or disability of the Executive; or
- (e) upon retirement by the Executive.

Termination by the Executive Voluntarily or by the Company for Cause

If the Executive shall voluntarily terminate employment under the DP Agreement or if the employment of the Executive thereunder is terminated by the Company for Cause, then all compensation and benefits as theretofore provided shall terminate immediately upon the effective date of termination and no special severance compensation will be paid.

Cause to terminate the Executive’s employment under the DP Agreement shall mean:

- (a) the repeated and demonstrated failure by the Executive to perform the Executive’s material duties under the DP Agreement, after demand for substantial performance is delivered by the Company to the Executive that specifically identifies the manner in which the Company believes the Executive has not substantially performed by the Executive under the DP Agreement; or
- (b) the willful engagement by the Executive in misconduct which is materially injurious to the Company, monetarily or otherwise; or
- (c) any other willful violation by the Executive of the provisions of the DP Agreement; or
- (d) the Executive is convicted of a criminal offence involving fraud or dishonesty.

Termination by the Company Without Cause

If the Company shall terminate the Executive’s employment under the DP Agreement for any reason except for Cause or Disability then, upon the effective date of termination, the Company shall pay the Executive in one lump sum an amount equal to two (2) times the Executive’s then current Base Salary, less all statutory withholdings and deductions. All the benefits theretofore provided to the Executive shall be continued as if the Executive was still an employee of the Company for a period of twelve (12) months from the date of termination or until equal or better benefits are provided by a new employer, whichever shall first occur.

Termination by Death or Disability

If the Executive dies or becomes disabled before the Executive’s employment is otherwise terminated, the Company shall pay the Executive or the Executive’s estate, an amount of compensation equal to six (6) months

of the Executive's then current Base Salary and all the benefits theretofore provided to the Executive shall be continued, for a period of six (6) months from the date of Death or Disability as if the Executive were still an employee of the Company. If such termination is due to the Executive's Death, payment shall be made in one lump sum to the Executive's Designate within 60 days of the Executive's death. If no Executive's Designate survives the Executive, the entire amount shall be paid to the Executive's estate. If such termination is due to the Executive's Disability, payment shall be made in one lump sum to the Executive within sixty (60) days of the Executive's Disability. The compensation provided under this paragraph shall be in addition to that payable from any insurance coverage providing compensation upon Death or Disability.

Termination Following Change in Control

For purposes of the DP Agreement, a Change in Control shall be deemed to have occurred if:

- (i) any person or any person and such person's associates or affiliates, as such terms are defined in the *Securities Act* (British Columbia) (the "Act"), makes a tender, take-over or exchange offer, circulates a proxy to shareholders or takes other steps to effect a takeover of the control of the Company, whether by way of a reverse take-over, formal bid, causing the election or appointment of a majority of directors of the Company or otherwise in any manner whatsoever; or
- (ii) during any period of eighteen (18) consecutive months (not including any period prior to the Effective Date), individuals who at the beginning of such period constituted the Board of Directors and any new directors, whose appointment by the Board of Directors or nomination for election by the Company's shareholders was approved by a vote of at least three quarters (3/4) of the Board of Directors then still in office who either were directors at the beginning of the period or whose appointment or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board of Directors; or
- (iii) the acquisition by any person or by any person and such person's affiliates or associates, as such terms are defined in the Act, and whether directly or indirectly, of common shares of the Company at the time held by such person and such person's affiliates and associates, totals for the first time, twenty percent (20%) or more of the outstanding common shares of the Company.

Notwithstanding any other provisions in the DP Agreement regarding termination, if any of the events described above constituting a Change in Control shall have occurred during the Term or an Extended Term, upon the termination of the Executive's employment (unless such termination is because of the Executive's Death or Disability, by the Company for Cause or by the Executive other than for "Good Reason", as defined below) the Executive shall be entitled to and will receive no later than the fifteenth (15th) day following the date of termination a lump sum payment equal to three (3) times the Executive's then current Base Salary. In addition, all benefits then applicable to the Executive shall be continued for a period of eighteen (18) months after the date of termination.

For purposes of the DP Agreement, "Good Reason" shall mean, without the Executive's express written consent, any of the following:

- (i) the assignment to the Executive of any duties inconsistent with the status or authority of the Executive's office, or the Executive's removal from such position, or a substantial alteration in the nature or status of the Executive's authorities or responsibilities from those in effect immediately prior to the Change in Control;
- (ii) a reduction by the Company of the Executive's Base Salary as in effect on the date of the DP Agreement or as the same may have been increased from time to time, or a failure by the Company to increase the Executive's Base Salary as provided for in the DP Agreement or at a rate commensurate with that of other key executives of the Company;
- (iii) the relocation of the office of the Company where the Executive is employed at the time of the Change in Control (the "CIC Location") to a location more than fifty (50) miles away from the CIC Location, or the Company's requiring the Executive to be based more than fifty (50) miles away

from the CIC Location (except for requiring travel on the Company's business to an extent substantially consistent with the Executive's business travel obligations prior to the Change in Control);

- (iv) the failure by the Company to continue to provide the Executive with benefits at least as favourable as those enjoyed by the Executive prior to the Change in Control, the taking of any action by the Company which would directly or indirectly materially reduce any of such benefits or deprive the Executive of any material fringe benefit enjoyed by the Executive at the time of the Change in Control, or the failure by the Company to provide the Executive with the number of entitled vacation days to which the Executive has earned on the basis of years of services with the Company; or
- (v) the failure of the Company to obtain a satisfactory agreement from any successor to assume and agree to perform the DP Agreement or, if the business of the Company for which the Executive's services are principally performed is sold within two (2) years after a Change in Control, the purchaser of such business shall fail to agree to provide the Executive with the same or a comparable position, duties, remuneration and benefits for the Executive as provided immediately prior to the Change in Control.

Following a Change in Control during the Term, or an Extended Term, the Executive shall be entitled to terminate the Executive's employment for Good Reason.

In the event the Executive is entitled to a severance payment under the DP Agreement, then in addition to such severance payment, the Executive shall be entitled to employment search assistance to secure other comparable employment for the Executive for a period not to exceed one (1) year or until such comparable employment is found, whichever is the sooner, with fees for such assistance to be paid by the Company.

The Executive's right to receive the aforementioned payment and benefits is expressly contingent upon the signing of a waiver and release satisfactory to the Company which releases the Company and its affiliates from all claims and liabilities arising out of the Executive's employment and termination thereof and including confidentiality provisions, which waiver and release is satisfactory to the Company with respect to form, substance and timeliness.

(2) President & CEO

The Executive Employment Contract dated January 29, 2013 (the "MP Agreement") between the Company and Morgan Poliquin (the "Executive" under the "MP Agreement") will terminate or may be terminated for any one of the following reasons:

- (a) voluntary, upon at least three (3) months prior written notice of termination by the Executive to the Company; or
- (b) without Cause, upon at least three (3) months prior written notice of termination by the Company to the Executive; or
- (c) by the Company for Cause; or
- (d) upon the death or disability of the Executive; or
- (e) upon retirement by the Executive.

Termination by the Executive Voluntarily or by the Company for Cause

If the Executive shall voluntarily terminate employment under the MP Agreement or if the employment of the Executive is terminated by the Company for Cause, then all compensation and benefits as theretofore provided shall terminate immediately upon the effective date of termination and no special severance compensation will be paid.

Cause to terminate the Executive's employment shall mean:

- (a) the repeated and demonstrated failure by the Executive to perform the Executive's material duties under the MP Agreement, after demand for substantial performance is delivered by the Company to the Executive that specifically identifies the manner in which the Company believes the Executive has not substantially performed the Executive's duties under the MP Agreement; or
- (b) the willful engagement by the Executive in misconduct which is materially injurious to the Company, monetarily or otherwise; or
- (c) any other willful violation by the Executive of the provisions of the MP Agreement; or
- (d) the Executive is convicted of a criminal offence involving fraud or dishonesty.

Termination by the Company Without Cause

If the Company shall terminate the Executive's employment under the MP Agreement for any reason except for Cause then, upon the effective date of termination, the Company shall pay the Executive in one lump sum an amount equal to two (2) times the Executive's then current Base Salary, less all statutory withholdings and deductions. All the benefits theretofore provided to the Executive shall be continued as if the Executive was still an employee of the Company for a period of twelve (12) months from the date of termination or until equal or better benefits are provided by a new employer, whichever shall first occur.

Termination by Death or Disability

If the Executive dies or becomes disabled before the Executive's employment is otherwise terminated, the Company shall pay the Executive or the Executive's estate, an amount of compensation equal to six (6) months of the Executive's then current Base Salary and all the benefits theretofore provided to the Executive shall be continued, for a period of six (6) months from the date of Death or Disability as if the Executive were still an employee of the Company. If such termination is due to the Executive's Death, payment shall be made in one lump sum to the Executive's Designate within sixty (60) days of the Executive's death. If no Executive's Designate survives the Executive, the entire amount shall be paid to the Executive's estate. If such termination is due to the Executive's Disability, payment shall be made in one lump sum to the Executive within sixty (60) days of the Executive's Disability. The compensation provided under this paragraph shall be in addition to that payable from any insurance coverage providing compensation upon Death or Disability.

Termination Following Change in Control

For purposes of the MP Agreement, a Change in Control shall be deemed to have occurred if:

- (i) any person or any person and such person's associates or affiliates, as such terms are defined in the *Securities Act* (British Columbia) (the "Act"), makes a tender, take-over or exchange offer, circulates a proxy to shareholders or takes other steps to effect a takeover of the control of the Company, whether by way of a reverse take-over, formal bid, causing the election or appointment of a majority of directors of the Company or otherwise in any manner whatsoever; or
- (ii) during any period of eighteen (18) consecutive months (not including any period prior to the Effective Date), individuals who at the beginning of such period constituted the Board of Directors and any new directors, whose appointment by the Board of Directors or nomination for election by the Company's shareholders was approved by a vote of at least three quarters (3/4) of the Board of Directors then still in office who either were directors at the beginning of the period or whose appointment or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board of Directors; or
- (iii) the acquisition by any person or by any person and such person's affiliates or associates, as such terms are defined in the Act, and whether directly or indirectly, of common shares of the Company at the time held by such person and such person's affiliates and associates, totals for the first time, twenty percent (20%) or more of the outstanding common shares of the Company.

Notwithstanding any other provisions in the MP Agreement regarding termination, if any of the events described above constituting a Change in Control shall have occurred during the Term or an Extended Term, upon the termination of the Executive's employment (unless such termination is because of the Executive's

Death or Disability, by the Company for Cause or by the Executive other than for “Good Reason”, as defined below) the Executive shall be entitled to and will receive no later than the fifteenth (15th) day following the date of termination a lump sum severance payment equal to three (3) times the Executive’s then current Base Salary. In addition, all benefits then applicable to the Executive shall be continued for a period of eighteen (18) months after the date of termination.

For purposes of the MP Agreement, “Good Reason” shall mean, without the Executive’s express written consent, any of the following:

- (i) the assignment to the Executive of any duties inconsistent with the status or authority of the Executive’s office, or the Executive’s removal from such position, or a substantial alteration in the nature or status of the Executive’s authorities or responsibilities from those in effect immediately prior to the Change in Control;
- (ii) a reduction by the Company in the Executive’s Base Salary as in effect on the date of the MP Agreement or as the same may have been increased from time to time, or a failure by the Company to increase the Executive’s Base Salary as provided for in the MP Agreement or at a rate commensurate with that of other key executives of the Company;
- (iii) the relocation of the office of the Company where the Executive is employed at the time of the Change in Control (the “CIC Location”) to a location more than fifty (50) miles away from the CIC Location, or the Company’s requiring the Executive to be based more than fifty (50) miles away from the CIC Location (except for requiring travel on the Company’s business to an extent substantially consistent with the Executive’s business travel obligations prior to the Change in Control);
- (iv) the failure by the Company to continue to provide the Executive with benefits at least as favourable as those enjoyed by the Executive prior to the Change in Control, the taking of any action by the Company which would directly or indirectly materially reduce any of such benefits or deprive the Executive of any material fringe benefit enjoyed by the Executive at the time of the Change in Control, or the failure by the Company to provide the Executive with the number of entitled vacation days to which the Executive has earned on the basis of years of service with the Company; or
- (v) the failure of the Company to obtain a satisfactory agreement from any successor to assume and agree to perform the MP Agreement or, if the business of the Company for which the Executive’s services are principally performed is sold within two (2) years after a Change in Control, the purchaser of such business shall fail to agree to provide the Executive with the same or a comparable position, duties, salary and benefits as provided to the Executive by the Company immediately prior to the Change in Control.

Following a Change in Control during the Term, or an Extended Term, the Executive shall be entitled to terminate the Executive’s employment for Good Reason.

In the event the Executive is entitled to a severance payment under the MP Agreement, then in addition to such severance payment, the Executive shall be entitled to employment search assistance to secure other comparable employment for a period not to exceed one (1) year or until such comparable employment is found, whichever is the sooner, with fees for such assistance to be paid by the Company.

The Executive’s right to receive the aforementioned payment and benefits is expressly contingent upon the signing of a waiver and release satisfactory to the Company which releases the Company and its affiliates from all claims and liabilities arising out of the Executive’s employment and termination thereof and including confidentiality provisions, which waiver and release is satisfactory to the Company with respect to form, substance and timeliness.

(3) CFO

The Employment Agreement dated May 24, 2011 (the “KT Agreement”) between the Company and Korm Trieu (the “Employee” under the “KT Agreement”) may be terminated for any one of the following reasons:

- (a) voluntary, upon at least sixty (60) days prior written notice of termination by the Employee to the Company; or
- (b) by the Company for cause; or
- (c) without cause, upon payment of twelve (12) months salary to the Employee; or
- (d) upon the physical and/or mental impairment of the Employee.

Termination by the Company Without Cause

If the Company elects to terminate the Employee's employment for reasons other than cause, the Company shall pay the Employee, in one lump sum or in installments at the Company's discretion, a severance payment equal to twelve (12) months of salary.

Termination upon the physical and/or mental impairment of the Employee

If the Company terminates the Employee's employment for physical and/or mental impairment, the Company's financial obligation to the Employee is limited to that which the Employee would otherwise receive if the Company terminated the Employee's employment for no reason.

Termination Following Change in Control

For purposes of the KT Agreement, a change in control shall be deemed to have occurred if the business or businesses of the Company for which the Employee's services are principally performed are disposed of by the Company pursuant to a partial or complete liquidation, dissolution, consolidation or merger of the Company, or a sale or transfer of all or a significant portion of the Company's assets. In the event of a change in control and if the Employee's employment is terminated, the Employee shall receive compensation equal to one year of the Employee's annual salary to be paid in a lump sum or in installments at the Company's discretion.

(4) Vice President, Corporate Development

The Employment Agreement dated September 22, 2014 (the "DM Agreement") between the Company and Douglas McDonald (the "Employee" under the "DM Agreement") may be terminated for any one of the following reasons:

- (a) voluntary, upon at least sixty (60) days prior written notice of termination by the Employee to the Company; or
- (b) by the Company for cause; or
- (c) without cause, upon payment of twelve (12) months salary to the Employee; or
- (d) upon the physical and/or mental impairment of the Employee.

Termination by the Company Without Cause

If the Company elects to terminate the Employee's employment for reasons other than cause, the Company shall pay the Employee, in one lump sum or in installments at the Company's discretion, a severance payment equal to twelve (12) months of salary.

Termination upon the physical and/or mental impairment of the Employee

If the Company terminates the Employee's employment for physical and/or mental impairment, the Company's financial obligation to the Employee is limited to that which the Employee would otherwise receive if the Company terminated the Employee's employment for no reason.

Termination Following Change in Control

For purposes of the DM Agreement, a change in control shall be deemed to have occurred if the business or businesses of the Company for which the Employee's services are principally performed are disposed of by the Company pursuant to a partial or complete liquidation, dissolution, consolidation or merger of the Company, or

a sale or transfer of all or a significant portion of the Company's assets. In the event of a change in control and if the Employee's employment is terminated, the Employee shall receive compensation equal to one year of the Employee's annual salary to be paid in a lump sum or in installments at the Company's discretion.

Stock options

Incentive stock options to purchase securities from the Company are granted to directors, executive officers, employees and consultants of the Company on terms and conditions acceptable to the regulatory authorities in Canada, notably the Toronto Stock Exchange, and in accordance with the requirements of the applicable Canadian securities commissions' requirements and regulations.

The Company has a formal written stock option plan ("Plan") which permits the issuance of up to 10% of the Company's issued share capital from time to time during the term of the Plan and provides that stock options may be granted from time to time provided that incentive stock options in favor of any consultant or person providing investor relations services cannot exceed 2% in any 12 month period. No incentive stock option granted under the Plan is transferable by the optionee other than by will or the laws of descent and distribution, and each incentive stock option is exercisable during the lifetime of the optionee only by such optionee and by the optionee's personal representatives in the event of death for a period ending on the earlier of the expiry date of the option and twelve months after the date of death.

The exercise price of all incentive stock options granted under the Plan is determined in accordance with Toronto Stock Exchange guidelines and cannot be less than the Market Price on the date of the grant. Market Price is the volume weighted average trading price of the shares for the five trading days immediately preceding the date of the grant. The maximum term of each incentive stock option is five years. Options granted to consultants or persons providing Investor Relations Activities (as defined in the Plan) shall vest in stages with no more than ¼ of such options being exercisable in any three month period. All options granted during Fiscal 2015, Fiscal 2014 and Fiscal 2013 vested on the date granted. Under the requirements of the Toronto Stock Exchange, all unallocated options under the Plan must be approved by the Board of Directors, including a majority of the unrelated directors and by the shareholders every three years after the institution of the Plan. Insiders and affiliates of insiders entitled to receive a benefit under the Plan are not entitled to vote for such approval.

The names and titles of the directors and executive officers of the Company to whom outstanding stock options have been granted and the number of common shares subject to such options as of March 29, 2016 are set forth in Table No. 8, as well as the number of options granted to directors, executive officers, employees and contractors as a group.

Table No. 8
Stock Options Outstanding

Name	Number of Options Outstanding	Exercise Price CDN\$	Expiry Date
Duane Poliquin, Chairman of the Board & Director	500,000	\$2.89	06/08/2016
	50,000	2.57	08/15/2016
	100,000	1.91	05/04/2017
	220,000	0.98	01/06/2017
	165,000	0.74	08/26/2017
	100,000	0.72	12/11/2018
Morgan Poliquin President, Director & Chief Executive Officer	650,000	2.89	06/08/2016
	350,000	0.98	01/06/2017
	315,000	0.74	08/26/2017
	500,000	2.31	09/11/2017
	300,000	0.72	12/11/2018
	250,000	1.04	01/02/2019
Jack McCleary Director	150,000	1.32	07/02/2019
	50,000	2.89	06/08/2016
	50,000	2.57	08/15/2016
	25,000	1.91	05/04/2017
	115,000	0.74	08/26/2017
Gerald G. Carlson Director	92,000	0.72	12/11/2018
	50,000	2.89	06/08/2016
	50,000	2.57	08/15/2016
	50,000	0.98	01/06/2017
	25,000	1.91	05/04/2017
	115,000	0.74	08/26/2017
Joseph Montgomery Director	72,000	0.72	12/11/2018
	50,000	1.04	01/02/2019
	225,000	2.89	06/08/2016
	25,000	1.91	05/04/2017
	115,000	0.74	08/26/2017
Mark T. Brown Director	30,000	0.72	12/11/2018
	25,000	2.89	06/08/2016
	75,000	0.98	01/06/2017
	25,000	1.91	05/04/2017
	115,000	0.74	08/26/2017
	100,000	2.22	11/22/2017
	42,000	0.72	12/11/2018
William J. Worrall Director	25,000	1.04	01/02/2019
	115,000	0.74	08/26/2017
	250,000	1.46	06/18/2018
Korm Trieu Chief Financial Officer	30,000	0.72	12/11/2018
	150,000	2.89	06/08/2016
	75,000	1.98	06/08/2017
	115,000	0.74	08/26/2017
	75,000	1.74	04/04/2018
	30,000	0.72	12/11/2018
Douglas McDonald Vice President, Corporate Development	50,000	1.04	01/02/2019
	150,000	1.23	10/10/2016
	100,000	0.74	08/26/2017
Total Directors/Officers (9 persons)	6,366,000		
Total Employees/Consultants (13 persons)	1,395,000		
Total Directors/Officers/Employees/Consultants	7,761,000		

No funds were set aside or accrued by the Company during Fiscal 2015 to provide pension, retirement or similar benefits for directors or executive officers.

General

The Toronto Stock Exchange (“TSX”) and the applicable Canadian securities law and regulation require that the Company comply with National Instrument 58-101 (*Disclosure of Corporate Governance Practices*) or any replacement of that instrument. The Company is also, under applicable Canadian securities law and regulation, required to comply with National Policy 58-201 (*Corporate Governance Guidelines*). National Instrument 58-101 and National Policy 58-201 (for convenience referred to in the aggregate as the “guidelines”) deal with matters such as the constitution and independence of corporate boards, their functions, the effectiveness and education of the board members and other matters. The Company’s statement as to compliance with the guidelines and its approach to corporate governance is set forth below.

Corporate Governance

The Company’s Board and management are committed to the highest standards of corporate governance. The Company’s corporate governance practices are in accordance with the guidelines. The Company is also cognizant of and compliant with various corporate governance requirements in Canada and is in compliance with applicable U.S. requirements.

The Company’s prime objective in directing and managing its business and affairs is to enhance shareholder value. The Company views effective corporate governance as a means of improving corporate performance and accordingly of benefit to the Company and all shareholders.

The Company also believes that director and management honesty and integrity are essential factors in ensuring good and effective corporate governance. To that end the Company’s directors have adopted various codes and policies for the Company, its directors, officers, employees and consultants. The codes and policies adopted to date are as follows: Audit Committee Charter, Nominating and Corporate Governance Committee-Responsibilities and Duties, Compensation Committee-Responsibilities and Duties, Code of Business Ethics, Code of Business Conduct and Ethics for Directors, Communications Policy, Securities Trading Policy, Whistleblowers Policy and Privacy Policy (the “Codes”). The Codes may be viewed on the Company’s website at www.almadenminerals.com. The Codes may also be viewed as filed on EDGAR as an exhibit to the 2005 20-F Annual Report filed with the Commission on March 30, 2006. Any amendments to the Codes or waivers of the provision of any Codes will be posted on the Company’s website within 5 business days of such amendment or waiver.

Executive Officer Position Descriptions

Chairman of the Board (‘Chairman’)

Responsibilities:

- Leads the Board of Directors of the Company and also takes a hands-on role in the Company’s day-to-day management.
- Helps the CEO to oversee all the operational aspects involved in running the Company, including project selection and planning.
- Takes overall responsibility for the Company’s direction and growth, seeking to generate significant financial gains for the shareholders.
- Oversees relationships with the communities and stakeholders in the areas where the Company operates, with the intent of ensuring the Company’s activities are of benefit to all.

Chief Executive Officer ('CEO')

Reports to:

The Board of Directors of the Company (the "Board")

Function:

Provides overall leadership and vision in developing, in concert with the Board, the strategic direction of the Company and in developing the tactics and business plans necessary to increase shareholder value.

Manages the overall business to ensure strategic and business plans are effectively implemented, the results are monitored and reported to the Board and financial and operational objectives are attained.

Authorities, Duties and Responsibilities:

(a) General Functions:

1. Provides effective leadership to the management and the employees of the Company and establishes an effective means of control and co-ordination for all operations and activities.
2. Fosters a corporate culture that promotes ethical practices, integrity and a positive work climate enabling the Company to attract, retain and motivate a diverse group of quality employees.
3. Keeps the Board fully informed on the Company's operational and financial affairs.
4. Develops and maintains a sound, effective organization structure and plans for capable management succession, progressive employee training and development programs and reports to the Board on these matters.
5. Ensures that effective communications and appropriate relationships are maintained with the shareholders of the Company and other stakeholders.
6. Develops capital expenditure plans for approval by the Board.
7. Turns any strategic plan as may be developed by the Board into a detailed operating plan.

(b) Strategy and Risks

1. Develops and recommends to the Board strategic plans to ensure the Company's profitable growth and overall success. This includes updating and making changes as required and involving the Board in the early stages of developing strategy.
2. Identifies in conjunction with the other senior officers and appropriate directors of the Company the key risks with respect to the Company and its businesses and reviews such risks and strategies for managing them with the Board.
3. Ensures that the assets of the Company are adequately safeguarded and maintained.

(c) Exploration and Development

Responsible for managing the day to day activities and operating management of the Company and as such shall be responsible for the design, operation and improvement of the systems that create the Company's exploration and development opportunities. The CEO accordingly shall have the primary responsibility:

- To direct and oversee all operational activities of the Company including exploration, development, mining and other such functions.
- To initiate solutions to the key business challenges of the Company.
- To participate in sourcing and negotiating financial arrangements for the further expansion and development of the Company including joint ventures, mergers, acquisitions, debt and equity financing.
- Represent and speak for the Company with shareholders, potential investors and other members of the industry.

(d) Financial Reporting

Oversees the quality and timeliness of financial reporting. Reports to the Board in conjunction with the CFO on the fairness and adequacy of the financial reporting of the Company to its shareholders.

Chief Financial Officer ('CFO')

Reports to:

The CEO of the Company

Responsibilities:

- Developing, analyzing and reviewing financial data.
- Reporting on financial performance.
- Monitoring expenditures and costs.
- Assisting the CEO in preparing budgets and in the communicating to the analyst and shareholder, community and securities regulators, the financial performance of the Company.
- Fulfilling the reporting requirements of the securities regulators, stock exchanges and shareholders.
- Monitoring filing of tax returns and payment of taxes.

The CFO shall assist the CEO in establishing effective means of control and co-ordination of the operations and activities of the Company and identifying, in conjunction with the CEO, the key risks with respect to the Company and its business and reviewing with the CEO the strategies for managing such risks and ensuring that the assets of the Company are adequately safeguarded and maintained.

The CFO, in conjunction with the CEO, shall design or supervise the design of and implement, maintain and periodically evaluate the effectiveness of internal controls to provide reasonable assurances that the financial statements of the Company are fairly presented in accordance with generally accepted financial standards and principles and that disclosure controls are in place to provide reasonable assurance that material information relating to the financial performance of the Company and any deficiencies are made known to the Audit Committee.

Vice President, Corporate Development

Reports to:

The CEO of the Company

Responsibilities:

The Vice President, Corporate Development is responsible for:

- Developing and managing relationships with current and prospective business partners, investment bankers, financial analysts and the media;
- Preparing and presenting comprehensive reviews and analysis of business opportunities to senior management and to the Board;
- Managing and developing relationships with new and existing institutional investors;
- Assisting the CEO in preparing and presenting to investors, the executive team and the Board;
- Conducting technical and financial analysis to determine the impact of growth opportunities on various metrics and to establish an execution plan as needed.

The Vice President, Corporate Development shall assist the CEO in establishing and managing relationships with key stakeholders, identifying and analysing new growth and investment opportunities, as well as the development, communication and implementation of corporate strategies related to executing the business plans of the Company.

The Vice President, Corporate Development in conjunction with the CEO shall represent the Company at industry functions to investors, both potential and existing, as well as ensure the Company is protected through due diligence activities and provide reasonable assurance as to impact of emerging business opportunities for the Company and interested parties through the use of technical and financial analyses.

Mandate of the Board

The mandate of the Board is to supervise the management of the business and affairs of the Company and to act with a view to the best interests of the Company. In fulfilling its mandate, the Board, among other matters, is responsible for:

- (a) adopting a strategic planning process and approving, on at least an annual basis, a strategic plan, taking into account the risk and opportunities of the Company's business;
- (b) identifying the principal risks of the Company's business and implementing appropriate systems to manage such risks;
- (c) satisfying itself, to the extent reasonably feasible, of the integrity of the CEO and other executive officers (if any) and ensuring that all such officers create a culture of integrity throughout the Company and developing programs of succession planning (including appointing, training and monitoring senior management);
- (d) creating the Company's internal control and management information systems and creating appropriate policies for matters including communications, securities trading, privacy, audit, whistleblowing and codes of ethical conduct;
- (e) managing its affairs including selecting its Chair, nomination of candidates for election to the Board, constituting committees of the Board and determining director compensation; and
- (f) engaging any necessary internal and/or external advisors.

In the Fiscal year ended December 31, 2015 there were six (6) meetings of the Board. The frequency of meetings as well as the nature of agenda items change, depending upon the state of the Company's affairs and in light of opportunities or risks which the Company is subject to. Table No. 9 indicates the number of meetings attended by each director.

**Table No. 9
Meetings Attended**

Director	Number
Duane Poliquin	6
Morgan Poliquin	6
Jack McCleary	5
Joseph Montgomery	5
Gerald G. Carlson	4
Mark T. Brown	4
William J. Worrall	6

The Chairman is the chair of meetings of the Board of directors and is not an independent director. Meetings of the independent members of the Board may be held periodically as convened by the independent Board members. In Fiscal 2015, six (6) meetings of the independent Board members were convened.

In carrying out its mandate, the Board and each committee of the Board, relies primarily on management and its employees to provide it with regular detailed reports on the operations of the Company and its financial position. Certain members of management are also on the Board and provide the Board with direct access to information concerning their areas of responsibility. Management personnel are also regularly asked to attend Board meetings to provide information, answer questions and receive the direction of the Board. The reports and information provided to the Board enable them to monitor and manage the risks associated with the Company's operations and its compliance with legal and safety requirements, environmental issues and the financial position and liquidity of the Company.

The Board discharges its responsibilities directly and through committees. At regularly scheduled meetings, members of the Board and management discuss the broad range of matters and issues relevant to the Company's business interests and the Board is responsible for the approval of the Company's Strategic Plan. In addition, the Board receives reports from management on the Company's operational and financial performance. Between scheduled meetings, matters requiring Board authorization is effected by means of signed Consent Resolutions.

Board Assessment

The Nomination and Corporate Governance Committee reports to the Board periodically on the evaluation of the Board's performance and that of the individual directors. The Performance of the Chief Executive Officer is evaluated by the Compensation Committee.

Composition of the Board

The guidelines recommend that a board of directors be constituted with a majority of individuals who qualify as independent directors.

In deciding whether a particular director is independent, the Board examined the factual circumstances of each director and considered them in the context of many factors, including the definitions in the guidelines and the requirements and policies of NYSE MKT Company Guide Rules. The current Board is composed of seven members. The Board believes that 5 directors would be considered independent - Jack McCleary, Joseph Montgomery, Gerald Carlson, William J. Worrall, and Mark T. Brown. The basis for determination of independence is under Canadian securities instrument NI 52-110 and NYSE MKT Exchange Company Guide Rules.

The Company does not have a controlling or significant shareholder. The Board believes that the membership of the Board fairly reflects the investment in the Company by minority shareholders.

The Board considers its size and composition to be appropriate and effective for carrying out its responsibilities. However, the Board may consider adding an additional director if a suitable candidate can be found who may bring additional experience or knowledge to the Board.

Board Committees

The Board currently has three committees: the Audit Committee, the Nomination and Corporate Governance Committee and the Compensation Committee. Each member of each committee is an independent director. Each committee is responsible for determining its own rules of procedure and may, from time to time, develop written descriptions for the responsibilities of the chair of such committee. No written descriptions have yet been developed.

Mandates of each of the committees and the Codes undergo review periodically (in some cases mandated as annually) to bring them into line with changing Canadian and U.S. securities and corporate governance requirements and to reflect amendments that may be considered appropriate to make them more effective. Any revisions to the mandates and Codes will be available on the Company's website at www.almadenminerals.com.

Audit Committee

The members of the Audit Committee are Messrs. Joseph Montgomery, Gerald Carlson and Mark T. Brown. The Audit Committee has met four (4) times during Fiscal 2015. The full text of the initial Audit Committee Charter is an exhibit to the 2003 20-F Annual Report filed with the Commission on May 11, 2004. After review, the charter was altered to more properly define the functions of the Audit Committee. The revised charter is an exhibit to the 2005 20-F Annual Report filed with the Commission on March 30, 2006.

Nominating and Corporate Governance Committee

The members of the Nominating and Corporate Governance Committee are Jack McCleary, Joseph Montgomery and Gerald Carlson. The Nominating and Corporate Governance Committee has met five (5) times during Fiscal 2013. The full text of the initial Corporate Governance Charter is an exhibit to the 2003 20-F Annual Report filed with the Commission on May 11, 2004. After review, the Responsibilities and Duties of the Nominating and Corporate Governance Committee were altered to more properly define the functions of the Nominating and Corporate Committee. The revised Responsibilities and Duties is an exhibit to the 2005 20-F Annual Report filed with the Commission on March 30, 2006.

Compensation Committee

The members of the Compensation Committee are Jack McCleary, Joseph Montgomery, Mark T. Brown and Gerald Carlson. The Compensation Committee has met two (2) times during Fiscal 2015 with Jack McCleary, Gerald Carlson and Joseph Montgomery attending all two (2) meetings and with Mark T. Brown attending one (1) of the two (2) meetings. The Responsibilities and Duties of the Compensation Committee is an exhibit to the 2005 20-F Annual Report filed with the Commission on March 30, 2006.

Decisions Requiring Board Approval

In addition to those matters which must by law be approved by the Board, management is also required to seek Board approval for any major acquisition, disposition or expenditure. Management is also required to consult with the Board before entering into any venture which is outside of the Company's existing line of business.

Changes in officers are to be approved by the Board including changes in officers of the Company's principal operating subsidiaries.

In certain circumstances it may be appropriate for an individual director to engage an outside advisor at the expense of the Company. The engagement of the outside advisor would be subject to the approval of the Nomination and Corporate Governance Committee.

Communications and Investor Relations

The Company has adopted a Communications Policy, the purpose and aim of which is as follows:

- (a) Controls the communications between the Company and its external stakeholders;
- (b) Complies with its continuous and timely disclosure obligations;
- (c) Avoids selective disclosure of Company information;
- (d) Protects and prevents the improper use or disclosure of material information and confidential information;
- (e) Educates the Company's personnel on the appropriate use and disclosure of material information and confidential information;
- (f) Fosters and facilitates compliance with applicable laws; and
- (g) Creates formal Disclosure Officers to help achieve the above objectives.

In accordance with the Communications Policy of the Company, designated Disclosure Officers receive and respond to shareholder enquiries. Shareholder enquiries and concerns are dealt with promptly by Disclosure Officers of the Company.

Ethical Business Conduct

The Company has adopted a Code of Business Conduct and Ethics for Directors ("Code"), a Code of Business Ethics ("COBE"), a Securities Trading Policy and a Privacy Policy. Employees and consultants are required as a term of employment or engagement to undertake to abide by the COBE. Directors are bound to observe the Code adopted by the Board.

All Directors, Officers and Employees ("Individuals") sign an Annual Certification ("Certification") stating they have read the Code of Business Ethics policy ("Policy") of the Company and have complied with such Policy in all respects. The Certification further acknowledges that all members of the Individual's family, all other persons who live with the Individual and all holding companies and other related entities of the Individual and all such persons or companies acting on behalf of or at the request of any of the foregoing also complied with such Policy. The Certification also states that any violation of such Policy may constitute grounds for immediate suspension or dismissal.

Each director is expected and required by statute to act honestly and in good faith with a view to the best interests of the Company and to exercise the care, diligence and skill that a reasonably prudent individual would exercise in comparable circumstances and in accordance with the *Business Corporations Act* (British Columbia) and the Company's Articles.

Employees

As of December 31, 2015, the Company operated with nine people in Canada, of which six are administrative personnel and three are exploration personnel, some of which are retained on a contractual basis. There are no full time employees in the U.S. or Mexico. None of the Company's employees are covered by a collective bargaining agreement.

Share Ownership

Table No. 10 lists, as of March 29, 2016, directors and executive officers who beneficially own the Company's voting securities and the amount of the Company's voting securities owned by the directors and executive officers as a group.

Table No. 10
Shareholdings of Directors and Executive Officers

Title of Class	Name of Beneficial Owner	Amounts and Nature of Beneficial Ownership	Percent of Class*
Common	Duane Poliquin	3,644,236 ⁽¹⁾	4.58%
Common	Morgan Poliquin	4,123,647 ⁽²⁾	5.12%
Common	Jack McCleary	622,550 ⁽³⁾	0.79%
Common	Gerald G. Carlson	492,000 ⁽⁴⁾	0.63%
Common	Joseph Montgomery	495,000 ⁽⁵⁾	0.63%
Common	Mark T. Brown	487,000 ⁽⁶⁾	0.62%
Common	William J. Worrall	407,500 ⁽⁷⁾	0.52%
Common	Korm Trieu	502,500 ⁽⁸⁾	0.64%
Common	Doug McDonald	314,500 ⁽⁹⁾	0.40%
Common	Total Directors/Officers	11,088,933	13.94%

⁽¹⁾ Of these shares 1,135,000 represent currently exercisable stock options, 290,000 represent currently exercisable warrants and 69,300 of these shares are held indirectly by Hawk Mountain Resources Ltd., a private company of which Duane Poliquin is a shareholder.

⁽²⁾ Of these shares 2,515,000 represent currently exercisable stock options. 83,600 of these shares are held indirectly through Kohima Pacific Gold Corp., a company owned by Mr. Poliquin.

⁽³⁾ Of these shares 332,000 represent currently exercisable stock options. 38,500 of these shares are held indirectly by Connemara Resource Ventures Ltd., a company owned by Mr. McCleary.

⁽⁴⁾ Of these shares 412,000 represent currently exercisable stock options and 16,000 represent currently exercisable warrants.

⁽⁵⁾ Of these shares 395,000 represent currently exercisable stock options.

⁽⁶⁾ Of these shares 407,000 represent currently exercisable stock options. 20,000 of these shares are held indirectly by Pacific Opportunity Capital Ltd. ("POC"), a company controlled by Mr. Brown and his family which also holds 20,000 currently exercisable warrants represented in these shares.

⁽⁷⁾ Of these shares 395,000 represent currently exercisable stock options.

⁽⁸⁾ Of these shares 495,000 represent currently exercisable stock options. 7,500 of these shares are held indirectly by Mr. Trieu's wife.

⁽⁹⁾ Of these shares, 280,000 represent currently exercisable stock options. 7,500 of those shares are held indirectly by Shari Investments, an entity controlled by Mr. McDonald.

⁽¹⁰⁾ Pursuant to a Voting Trust Agreement (Exhibit 3 to this 20-F Annual Report), Duane Poliquin and Morgan Poliquin jointly hold voting power over 5,682,009 of the Company's common shares otherwise legally and beneficially owned by Mr. Ernesto Echavarria.

*Based on 78,062,984 shares outstanding as of March 29, 2016 and stock options and warrants held by each beneficial owner.

Item 7. Major Shareholders and Related Party Transactions

The Company is a publicly owned Canadian company, the shares of which are owned by residents of the U.S., residents of Canada and other foreign residents. To the extent known by the directors and executive officers of the Company, the Company is not directly or indirectly owned or controlled by another company. Table No. 11 lists, as of March 29, 2016, the only persons or companies beneficially owning more than 5% of the Company's voting securities.

Table No. 11
Shareholdings of Beneficial Owners

Title of Class	Name of Beneficial Owner	Amounts and Nature of Beneficial Ownership	Percent of Class*
Common	Duane Poliquin	3,644,236 ⁽¹⁾⁽³⁾	4.58%
Common	Morgan Poliquin	4,123,647 ⁽²⁾⁽³⁾	5.12%

⁽¹⁾ Of these shares 1,135,000 represent currently exercisable stock options, 290,000 represent currently exercisable warrants and 69,300 of these shares are held indirectly by Hawk Mountain Resources Ltd., a private company of which Duane Poliquin is a shareholder.

⁽²⁾ Of these shares 2,515,000 represent currently exercisable stock options. 83,600 of these shares are held indirectly through Kohima Pacific Gold Corp., a company owned by Mr. Poliquin.

⁽³⁾ Pursuant to a Voting Trust Agreement (Exhibit 3 to this 20-F Annual Report), Duane Poliquin and Morgan Poliquin jointly hold voting power over 5,682,009 of the Company's common shares otherwise legally and beneficially owned by Mr. Ernesto Echavarria, as well as over any common shares issued to Mr. Echavarria upon the exercise of his warrants to acquire an additional 2,800,000 of the Company's common shares.

*Based on 78,062,984 shares outstanding as of March 29, 2016 and stock options and warrants held by each beneficial owner.

Related party transactions

Certain geological, technical, professional and general and administrative services were provided to the Company by the Chairman and/or a company controlled by Duane Poliquin operated through Hawk Mountain Resources Ltd., a private company of which Duane Poliquin is a shareholder.

The costs of such services for Fiscal 2015 ended December 31, 2015 were \$220,952, Fiscal 2014 ended December 31, 2014 were \$240,000, and Fiscal 2013 ended December 31, 2013 were \$245,500.

Certain officers and directors of the Company are also officers or directors of companies with which the Company has agreements and may not be considered at arm's-length to such agreements. However, any agreement or any to be negotiated between the Company and such other companies has been or will be approved by directors of the Company, in accordance with the common law and the provisions of the *Business Corporations Act* (British Columbia).

(a) Compensation of key management personnel

Key management includes members of the Board, the Chairman, the President and Chief Executive Officer, the Chief Financial Officer and the Vice President, Corporate Development (effective September 22, 2014). The aggregate compensation paid or payable to key management for services is as follows:

	February 29, 2016	December 31, 2015	December 31, 2014	December 31, 2013
Salaries, fees and benefits	\$144,167	\$ 845,952 ⁽ⁱ⁾	\$ 738,125 ⁽ⁱ⁾	\$ 690,700 ⁽ⁱ⁾
Share-based payments	-	725,165	469,500	340,250
Directors' fees	48,000	48,000	48,000	48,000
	<u>\$192,167</u>	<u>\$1,619,117</u>	<u>\$1,255,625</u>	<u>\$1,078,950</u>

(i) For the year ended December 31, 2015, Hawk Mountain Resources Ltd. ("Hawk Mountain"), a private company of which the Chairman of the Company is a shareholder, was paid \$220,952 (2014 - \$240,000; 2013 - \$240,000) for geological services provided to the Company and is recorded in general exploration expenses.

(b) Almadex Minerals Limited ("Almadex")

During the year ended December 31, 2015, the Company received \$181,405 (2014 - \$Nil; 2013 - \$Nil) from Almadex for administration services fees.

At December 31, 2015, the Company accrued \$78,511 (2014 - \$Nil; 2013 - \$Nil) payable to Almadex for drilling equipment rental services in Mexico.

(c) Other related party transactions

(i) ATW Resources Ltd. (“ATW”)

Almaden owned a 50% interest in this company which holds title in trust for the ATW project.

(ii) Other

- (a)** During the year ended December 31, 2015, the Company paid a company controlled by a Director of the Company \$Nil (2014 - \$Nil; 2013 - \$1,500) for consulting services provided to the Company.
- (b)** During the year ended December 31, 2015, the Company paid a company controlled by a Director of the Company, \$1,200 (2014 - \$Nil; 2013 - \$700) for administrative services provided to the Company.
- (c)** During the year ended December 31, 2015, no payments were paid to Hawk Mountain for marketing and general administration services provided by the spouse of the Chairman (2014 - \$Nil; 2013 - \$6,300).
- (d)** During the year ended December 31, 2015, the Company employed the Chairman’s daughter for a salary of \$43,225 less statutory deductions (2014 - \$34,050; 2013 - \$34,000) for marketing and administrative services provided to the Company.

Other than as disclosed above, there have been no transactions or proposed transactions, which have materially affected or will materially affect the Registrant in which any director, executive officer, or beneficial holder of more than 10% of the outstanding common stock, or any of their respective relatives, spouses, associates or affiliates has had or will have any direct or material indirect interest. As stated above, management believes the transactions referenced above were on terms at least as favorable to the Company as the Company could have obtained from unaffiliated parties.

Item 8. Financial Information

The financial statements as required under Item 8 are attached hereto and found immediately following the text of this Annual Report.

Legal Proceedings

The Company knows of no material, active or pending legal proceedings against it; nor is the Company involved as a plaintiff in any material proceeding or pending litigation.

Dividends

The Company has not declared any dividends since inception and does not anticipate that it will do so in the foreseeable future. The present policy of the Company is to retain future earnings for use in its operations and the expansion of its business.

Significant Changes

There have been no significant changes of financial condition since the most recent audited financial statements included within this Annual Report on Form 20-F.

Item 9. Offer and Listing of Securities

The Company's common shares trade on The Toronto Stock Exchange ("TSX") in Toronto, Ontario, Canada having the symbol "AMM" and on the NYSE MKT (formerly the American Stock Exchange) in New York, New York, U.S.A. having the symbol "AAU" and CUSIP #020283107.

The Company's common shares commenced trading on February 11, 2002 on TSX and December 19, 2005 on the American Stock Exchange, now the NYSE MKT.

Table No. 12 lists the high and low prices for the shares of Almaden Minerals Ltd. common stock on NYSE MKT for the preceding five years. Table No. 13 lists the high and low prices for shares of Almaden Minerals Ltd. common stock on TSX for the preceding five years.

Table No. 12
Almaden Minerals Ltd.
Stock Trading Activity
NYSE MKT
(expressed in US\$)

Year Ended	High	Low
12/31/2015	\$1.27	\$0.48
12/31/2014	1.94	0.86
12/31/2013	3.25	1.03
12/31/2012	3.33	1.55
12/31/2011	5.35	2.00

Table No. 13
Almaden Minerals Ltd.
Stock Trading Activity
The Toronto Stock Exchange
(expressed in C\$)

Year Ended	High	Low
12/31/2015	\$1.57	\$0.65
12/31/2014	2.11	1.02
12/31/2013	3.19	1.08
12/31/2012	3.31	1.56
12/31/2011	5.17	2.08

Table No. 14 lists the quarterly high and low prices for shares of Almaden Minerals Ltd. common stock on NYSE MKT for the two most recent full financial years. Table No. 15 lists the quarterly high and low prices for shares of Almaden Minerals Ltd. common stock on TSX for the two most recent full financial years.

Table No. 14
Almaden Minerals Ltd.
Stock Trading Activity
NYSE MKT
(expressed in US\$)

Quarter Ended	High	Low
12/31/2015	\$0.73	\$0.50
09/30/2015	0.85	0.51
06/30/2015	0.95	0.75
03/31/2015	1.27	0.82
12/31/2014	1.35	0.86
09/30/2014	1.64	1.27
06/30/2014	1.52	1.27
03/31/2014	1.94	1.17
12/31/2013	1.44	1.03
09/30/2013	2.08	1.32
06/30/2013	2.01	1.18
03/31/2013	3.25	1.85

Table No. 15
Almaden Minerals Ltd.
Stock Trading Activity
The Toronto Stock Exchange
(expressed in C\$)

Quarter Ended	High	Low
12/31/2015	\$1.10	\$0.67
09/30/2015	1.06	0.65
06/30/2015	1.16	0.92
03/31/2015	1.57	1.09
12/31/2014	1.48	1.02
09/30/2014	1.80	1.38
06/30/2014	1.64	1.37
03/31/2014	2.11	1.25
12/31/2013	1.49	1.08
09/30/2013	2.14	1.37
06/30/2013	2.05	1.22
03/31/2013	3.19	1.91

Table No.16 lists the high and low prices for shares of Almaden Minerals Ltd. common stock on NYSE MKT for the most recent six months. Table No. 17 lists the high and low prices for shares of Almaden Minerals Ltd. common stock on TSX for the most recent six months.

Table No. 16
Almaden Minerals Ltd.
Stock Trading Activity
NYSE MKT
(expressed in US\$)

Month Ended	High	Low
02/29/2016	\$0.82	\$0.58
01/31/2016	0.68	0.50
12/31/2015	0.73	0.51
11/30/2015	0.58	0.50
10/31/2015	0.62	0.52
09/30/2015	0.60	0.48

Table No. 17
Almaden Minerals Ltd.
Stock Trading Activity
The Toronto Stock Exchange
(expressed in C\$)

Month Ended	High	Low
02/29/2016	\$0.95	\$0.73
01/31/2016	1.12	0.78
12/31/2015	1.10	0.67
11/30/2015	0.76	0.67
10/31/2015	0.80	0.68
09/30/2015	0.80	0.65

The closing price of the Company's common stock was \$0.76 (US\$) on the NYSE MKT and \$1.02 (C\$) on TSX on February 29, 2016.

In recent years, securities markets in Canada and the U.S. have experienced a high level of price and volume volatility, and the market price of many resource companies, particularly those considered speculative exploration companies, have experienced wide fluctuations in price which have not necessarily been related to operating performance or underlying asset values on prospects of such companies. Exploration for gold and other minerals is considered high risk and highly speculative in the resource industry and the trading market for precious and base metal exploration companies is characteristically volatile, with wide fluctuations of price and volume only in part related to progress of exploration. There can be no assurance that continual fluctuations in the Company's share price and volume will not occur.

The Company's common stock is issued in registered form and the following information is from the Company's registrar and transfer agent, Computershare Investor Services Inc. located in Vancouver, British Columbia and Toronto, Ontario, Canada.

On February 29, 2016, the shareholders' list for the Company's common shares showed 238 registered shareholders and 78,062,984 shares outstanding. 192 of these registered shareholders are U.S. residents, owning 18,039,729 shares representing 23% of the issued and outstanding shares of common stock. 37 of these registered shareholders are Canadian residents, owning 59,264,876 shares representing 76% of the issued and outstanding shares of common stock. 9 of these registered shareholders are of other countries, owning 758,379 shares representing 1% of the issued and outstanding shares of common stock.

Table No. 18 lists changes, if any, in issued shares to March 29, 2016:

Table No. 18
Shares Issued to March 29, 2016

	Number
Balance, December 31, 2015	78,062,984
Balance, March 29, 2016	78,062,984

Item 10. Additional Information

Flow-Through Shares

The Company's common shares are not normally flow-through shares but the Company has issued flow-through shares pursuant to private placements of the Company's common shares. There were no flow-through shares issued in Fiscal 2015 and Fiscal 2014. In Fiscal 2011, the Company issued 100,000 flow-through shares. Flow-through shares differ from other common shares in one aspect only, namely the tax benefits connected with the expenditures associated with the funds raised through the sale of flow through shares flow through to the shareholder rather than the Company; all other rights of the shareholder remain unchanged. Companies must specifically identify the expenditures associated with the funds raised through the sale of flow-through shares.

Companies raising capital through flow-through shares must expend the funds on qualifying natural resources exploration in Canada. These tax benefits are available only to shareholders residing in Canada. Shareholders residing in the U.S. and other non-Canadian shareholders, receive no tax benefits through the purchase of flow-through shares.

Memorandum and Articles

At the Annual and Special General meeting of the Company held on May 18, 2005, shareholders passed appropriate resolutions to complete the transition procedures in accordance with the *Business Corporations Act* (British Columbia), (the “BCBCA”), to increase the number of common shares which the Company is authorized to issue to an unlimited number of common shares and to cancel the Company’s Articles and adopt new Articles to take advantage of provisions of the BCBCA. The BCBCA was adopted in British Columbia on March 29, 2004 replacing the *Company Act* (the “Former Act”). The BCBCA requires the provisions formerly required in the Memorandum to be in the Articles. The BCBCA eliminates the requirement for a Memorandum.

The revised Articles are an exhibit to the 2005 20-F Annual Report filed with the Commission on March 30, 2006, and replaced the Memorandum and Articles as filed with the Commission on May 17, 2002.

Articles

The Company was formed through the amalgamation of Fairfield Minerals Ltd. and Almaden Resources Corporation effective December 31, 2001 under the *Company Act* of British Columbia (the “Company Act”). On March 29, 2004, British Columbia adopted the *Business Corporations Act* (British Columbia) (the “BCBCA”) to replace the Company Act. Companies registered under the Company Act are required to transition to the BCBCA. At the Annual and Special General meeting of the Company held on May 18, 2005, shareholders passed appropriate resolutions to complete the transition procedures to cancel the Company’s Articles and adopt new Articles, which includes an increase of the number of common shares which the Company is authorized to issue to an unlimited number of common shares. The Company’s new Articles became effective in June 2005 (the “Articles”).

The Articles contain no restrictions on the business the Company may carry on.

Under the Articles, if a director has a disclosable interest in a contract or transaction, such director is liable to account to the Company for any profits that accrue to the director as a result of the contract or transaction unless disclosure is made thereof and the contract or transaction is approved in accordance with the provisions of the BCBCA and a director is not entitled to vote on any director’s resolution to approve that contract or transaction unless all of the directors have a disclosable interest in that contract or transaction, in which case all of those directors may vote on such resolution.

A director may hold any office or place of profit with the Company in conjunction with the office of director, and no director shall be disqualified by his office from contracting with the Company. A director or his firm may act in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services. A director may become a director or other officer or employee of, or otherwise interested in, any company or firm in which the Company may be interested as a shareholder or otherwise. The director shall not be accountable to the Company for any remuneration or other benefits received by him from such other company or firm unless the Company in general meeting directs otherwise.

Under the Articles the directors must manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers which are not required to be exercised by the shareholders, or as governed by the BCBCA. Under the Articles the directors may, by resolution, create and appoint one or more committees consisting of such member or members of their body as they think fit and may delegate to any such committee such powers of the Board as the Board may designate or prescribe.

The Articles provide that the quorum necessary for the transaction of the business of the directors may be fixed by the directors and if not so fixed shall be a majority of the directors. The continuing directors may, notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed pursuant to the Articles as the necessary quorum of directors, act only for the purpose of increasing the number of directors to that number, or of summoning a general meeting of the Company, but for no other purpose.

The Articles provide that the directors may, on behalf of the Company:

- Borrow money in a manner and amount, on any security, from any source and upon any terms and conditions;
- Issue bonds, debentures, and other debt obligations either outright or as security for any liability or obligation of the Company or any other person;
- Guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- Mortgage, charge, or give other security, on the whole or any part of the property or assets of the Company, both present and future.

There are no age limit requirements pertaining to the retirement or non-retirement of directors.

A director need not be a shareholder of the Company.

The Articles provide for the mandatory indemnification of Directors, Officers, former officers and directors, alternate directors, as well as their respective heirs and personal or other legal representatives, or any other person, to the greatest extent permitted by the BCBCA. The indemnification includes the mandatory payment of expenses and, in furtherance thereof, the Company is party to indemnification agreements with such individuals. The directors may cause the Company to purchase and maintain insurance for the benefit of eligible parties.

The rights, preferences and restrictions attaching to each class of the Company's shares are as follows:

Common Shares

The authorized share structure of the Company consists of an unlimited number of common shares without par value. All the shares of common stock of the Company are of the same class and, once issued, rank equally as to dividends, voting powers, and participation in assets. Holders of common stock are entitled to one vote for each share held of record on all matters to be acted upon by the shareholders. Holders of common stock are entitled to receive such dividends as may be declared from time to time by the Board of Directors, in its discretion, out of funds legally available therefore.

Upon liquidation, dissolution or winding up of the Company, holders of common stock are entitled to receive pro rata the assets of the Company, if any, remaining after payments of all debts and liabilities. No shares have been issued subject to call or assessment. There are no pre-emptive or conversion rights and no provisions for redemption or purchase for cancellation, surrender, or sinking or purchase funds.

The Directors may by resolution make any changes in the authorized share structure as may be permitted under Section 54 of the BCBCA, and may by resolution of the Directors make or authorize the making of any alterations to the Articles and the Notice of Articles as may be required by such changes.

The Company may by ordinary resolution, create or vary special rights and restrictions as provided in Section 58 of the BCBCA. No alteration will be valid as to any part of the issued shares of any class unless the holders of all the issued shares of that class consent to the alteration in writing or consent by special separate resolution.

An annual general meeting shall be held once every calendar year at such time (not being more than 15 months after holding the last preceding annual meeting) and place as may be determined by the Directors. The Directors may, as they see fit, convene an extraordinary general meeting. An extraordinary general meeting, if requisitioned in accordance with the BCBCA, shall be convened by the Directors or, if not convened by the Directors, may be convened by the requisitionists as provided in the BCBCA.

There are no limitations upon the rights to own securities.

There are no provisions in the Articles that would have the effect of delaying, deferring, or preventing a change in control of the Company.

There is no special ownership threshold above which an ownership position must be disclosed. However, any

ownership level above 10% must be disclosed by news release and notices filed in accordance with Canadian Securities Laws and by notices to the Toronto Stock Exchange.

A copy of the Company's new articles is an exhibit to the 2005 Form 20-F Annual Report filed with the Commission on March 30, 2006.

Shareholder Rights Plan

On April 13, 2011, the Company's Board of Directors adopted a Shareholder Rights Plan Agreement (the "Rights Plan") between the Company and Computershare Investor Services Inc. ("Computershare") as Rights Agent. The Rights Plan was subsequently approved by the shareholders of the Company at the Annual General and Special Meeting held June 28, 2011 and reconfirmed by the shareholders of the Company at the 2014 Annual General Meeting. The primary objective of the Rights Plan is to ensure, to the extent possible, that all shareholders of the Company are treated fairly in connection with any take-over bid for the Company by (a) providing shareholders with adequate time to properly assess a take-over bid without undue pressure and (b) providing the Board with more time to fully consider an unsolicited take-over bid, and, if applicable, to explore other alternatives to maximize shareholder value.

The full text of the Rights Plan was filed under cover of Form 6-K with the Commission on April 15, 2011 and is also available on SEDAR and the Company's website.

Advance Notice Policy

On January 28, 2013 the Company's Board of Directors approved and adopted an Advance Notice Policy (the "Policy") which, among other things, includes a provision that requires advance notice to the Company in circumstances where nominations of persons for election to the Board of Directors are made by shareholders of the Company other than pursuant to: (i) a requisition of a meeting made pursuant to the provisions of the *Business Corporations Act* (British Columbia) (the "BCBCA"); or (ii) a shareholder proposal made pursuant to the provisions of the BCBCA.

The Policy, among other things, fixes a deadline by which holders of record of common shares of the Company must submit director nominations to the Company prior to any annual or special meeting of shareholders and set forth the information that a shareholder must include in the notice to the Company for the notice to be in proper written form.

In the case of an annual meeting of shareholders, notice to the Company must be made not less than 30 nor more than 65 days prior to the date of the annual meeting; provided, however, that in the event the annual meeting is to be held on a date that is less than 50 days after the date on which the first public announcement of the date of the annual meeting was made, notice may be made not later than the close of business on the 10th day following such public announcement.

In the case of a special meeting of shareholders (which is not also an annual meeting), notice to the Company must be made not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting was made.

The full text of the Advance Notice Policy is an exhibit to the 2012 20-F Annual Report filed with the Commission on March 28, 2013.

Multiple Voting Policy for Uncontested Elections of Directors

The Board believes that each of its members should carry the confidence and support of the Company's shareholders and, accordingly, has adopted a Majority Voting Policy for the election of directors for non-contested meetings. The Majority Voting Policy provides that, in a non-contested election of directors, voting will be by ballot and, if the number of shares "withheld" for any nominee exceeds the number of shares voted "for" the nominee, then, notwithstanding that such director is duly elected as a matter of corporate law, he or she shall, within five days following the date of the final scrutineer's report on the ballot, tender his or her written resignation to the Chairman of the Board. A "non-contested election" means an election where the number of nominees for director is not greater than the number of directors to be elected. Under the Majority Voting Policy, the Nomination and Corporate Governance Committee will consider such offer of resignation and will make a recommendation to the Board concerning the acceptance or rejection of the resignation. The

Board will take formal action on the Nomination and Corporate Governance Committee's recommendation no later than 90 days following the date of the applicable shareholders' meeting and will announce its decision via press release. If the Board declines to accept the resignation, it will include in the press release the reason or reasons for its decision. No director who is required to tender his or her resignation shall participate in the Nomination and Corporate Governance Committee's deliberations or recommendations or in the Board's deliberations or determination. If a resignation is accepted by the Board, and subject to any corporate law restrictions, the Board may leave any resulting vacancy unfilled until the Company's next annual general meeting, or may appoint a new director to fill the vacancy who the Board considers to merit the confidence of the shareholders, or may call a special meeting of shareholders at which there will be presented a management nominee or nominees to fill the vacant position or positions. At the 2013 Annual General Meeting, the shareholders approved the Majority Voting Policy.

Material Contracts

The following is a summary of each material contract, other than contracts entered into in the ordinary course of business, to which we or any member of the group is a party, for the two years preceding the date of this document.

1. Advance Notice Policy dated January 28, 2013 whereby the Policy, among other things, includes a provision that requires advance notice to the Company in circumstances where nominations of persons for election to the Board of Directors are made by shareholders of the Company. The full text of the Policy is filed as an exhibit to the 2012 20-F Annual Report with the Commission on March 28, 2013.
2. Executive Compensation Contract dated effective as of January 29, 2013 between the Company and Hawk Mountain Resources Ltd. ("Hawk") whereby Hawk agrees to provide the services of Duane Poliquin as Executive Chairman for a term of 2 years renewable for two additional successive terms of 24 months for remuneration of \$240,000 per annum. The agreement was terminated by mutual agreement on December 31, 2015. The full text of the Executive Compensation Contract is filed as an exhibit to the 2012 20-F Annual Report with the Commission on March 28, 2013.
3. Executive Compensation Contract dated effective as of January 29, 2013 between the Company and Morgan Poliquin ("Poliquin") whereby Poliquin agrees to provide the services of President and Chief Executive Officer for a term of 2 years renewable for two additional successive terms of 24 months for remuneration of \$265,000 per annum. The full text of the Executive Compensation Contract is filed as an exhibit to the 2012 20-F Annual Report with the Commission on March 28, 2013.
4. Assignment of Rights Agreement dated March 11, 2013 between the Company's wholly-owned subsidiary, Compania Minera Zapata, S.A. de C.V., and Don David Gold Mexico, S.A. de C.V. ("Don David") whereby Don David purchased the Company's 100% interest in the San Pedro and Fuego prospects by paying US\$100,000 plus Added Value Tax plus US\$16,555 being Don David's pro-rata share of the mineral taxes paid on January 31, 2013 together with a 2% NSR. The full text of the Assignment of Rights Agreement is filed as an exhibit to the 2013 20-F Annual Report with the Commission on March 25, 2014.
5. Sale and Purchase Agreement dated June 20, 2013 between the Company and its wholly-owned subsidiaries, Minera Gavilan, S.A. de C.V. and Almaden America Inc., and Tarsis Resources Ltd. ("Tarsis") whereby Tarsis purchased the Company's 100% interests in the Yago, Mezquites, Cofradia, Llano Grande, BP and Black Jack Springs prospects issuing 4,000,000 shares of Tarsis to the Company together with a 2% NSR. The full text of the Sale and Purchase Agreement was furnished to the Commission under cover of Form 6-K on June 20, 2013.
6. Amendment Agreement dated November 26, 2013 between the Company's wholly-owned subsidiary, Minera Gavilan, S.A. de C.V., Candymin, S.A. de C.V. ("Candymin") and Mr. Charlie Edward Warren ("Warren") whereby the Company and Candymin obtained a reduction in a royalty with respect to the Caballo Blanco prospect for total payment to Warren of US\$750,000 (the Company US\$350,000/Candymin US\$400,000) and the Company issuing Warren 20,000 shares of the Company. The full text of the Amendment of Rights Agreement is filed as an exhibit to the 2013 20-F Annual Report with the Commission on March 25, 2014.

7. Arrangement Agreement dated May 11, 2015 to spinout, pursuant to a statutory Plan of Arrangement, Almaden's early stage exploration projects, royalty interests and other non-core assets into a new public Company called Almadex. On July 31, 2015, all conditions to the statutory Plan of Arrangement regarding the spinout were satisfied or waived and the spinout was effective. Almaden's shareholders approved the Plan of Arrangement and exchanged their existing common shares of Almaden for one "new" Almaden common share and 0.6 common share of Almadex. The full text of the Arrangement Agreement is filed as an exhibit to this 2015 20-F Annual Report.

8. Administrative Services Agreement between the Company and Almadex Minerals Limited ("Almadex") dated May 15, 2015, as amended by First Amending Agreement dated December 16, 2015 (the "Agreement"). Under the Agreement, the Company provides management services to Almadex as the sole and exclusive manager, including the authority to manage the assets, operations, business, and administrative affairs of Almadex. Almadex compensates the Company 30% of the Company's actual monthly cost of rent for any shared facilities, and 30% of any shared personnel's fees and/or wages. Almadex also pays the Company any reasonable fees or costs incurred on behalf of Almadex by the Company which were approved by Almadex. The Agreement has an initial 5-year term, with subsequent automatic 1 year renewals unless terminated pursuant to the terms permitted under the Agreement and include a Change of Control clause. If either party is subject to Change of Control during the term of the Agreement, the Agreement shall automatically terminate within 48 hours of the Change of Control unless agreed to in writing by both parties. The target of the Change of Control shall then pay the other party \$2 million as compensation for the unplanned termination of the Company's engagement. "Change of Control" means the date upon which, without the written concurrence of the target of the Change of Control, any person (as that term is defined in the *Securities Act* (British Columbia)) makes and does not withdraw a take-over bid (as that term is defined in the *Securities Act* (British Columbia)) or acquires, directly or indirectly, that number of common shares of the target which equals or exceeds twenty percent (20%) of the then issued common shares of the target. The full text of the Agreement is filed as an exhibit to this 2015 20-F Annual Report.

9. Termination Agreement dated effective December 31, 2015 between the Company and Hawk Mountain Resources Ltd. for the services of Duane Poliquin as Executive Chairman. The full text of the Termination Agreement is filed as an exhibit to this 2015 20-F Annual Report.

10. Executive Employment Contract dated effective as of January 1, 2016 between the Company and Duane Poliquin to serve as Executive Chairman for a term of 2 years, renewable for two additional successive terms of 24 months, for remuneration of \$240,000 per annum. The full text of the Executive Compensation Contract is filed as an exhibit to this 2015 20-F Annual Report.

Exchange controls

Except as discussed above, the Company is not aware of any Canadian federal or provincial laws, decrees or regulations that restrict the export or import of capital, including foreign exchange controls, or that affect the remittance of interest, dividends or other payments to non-Canadian holders of the common shares. There are no limitations on the right of non-Canadian owners to hold or vote the common shares imposed by Canadian federal or provincial law or by the charter or other constituent documents of the Company.

The *Investment Canada Act* (the "*IC Act*") governs acquisitions of Canadian business by a non-Canadian person or entity. The *IC Act* requires a non-Canadian (as defined in the *IC Act*) making an investment to acquire control of a Canadian business, the gross assets of which exceed certain defined threshold levels, to file an application for review with the Investment Review Division of Industry Canada. The *IC Act* provides, among other things, for a review of an investment in the event of acquisition of "control" in certain Canadian businesses in the following circumstances:

1. If the investor is a non-Canadian and is a national of a country belonging to the North American Free Trade Agreement ("NAFTA") and/or the World Trade Organization ("WTO") ("NAFTA or WTO National"), any direct acquisition having an asset value exceeding \$179,000,000 is reviewable. This amount is subject to an annual adjustment on the basis of a prescribed formula in the *IC Act* to reflect inflation and real growth within Canada. This threshold level does not apply in certain sections of Canadian industry, such as uranium, financial services (except insurance), transportation services and cultural services (i.e. the publication, distribution or sale of books, magazines, periodicals (other than printing or typesetting businesses), music in print or machine readable form, radio, television, cable and satellite services; the publication, distribution, sale or exhibition of

film or video recordings on audio or video music recordings), to which lower thresholds as prescribed in the *IC Act* are applicable.

2. If the investor is a non-Canadian and is not a NAFTA or WTO National, any direct acquisition having an asset value exceeding \$5,000,000 and any indirect acquisition having an asset value exceeding \$50,000,000 is reviewable.

3. If the investor is a non-Canadian and is a NAFTA or WTO National, an indirect acquisition of control is reviewable if the value of the assets of the business located in Canada represents more than 50% of the asset value of the transaction or the business is involved in uranium, financial services, transportation services or cultural services (as set forth above).

Finally, certain transactions prescribed in the *IC Act* are exempted from review altogether.

In the context of the Company, in essence, three methods of acquiring control of a Canadian business are regulated by the *IC Act*: (i) the acquisition of all or substantially all of the assets used in carrying on business in Canada; (ii) the acquisition, directly or indirectly, of voting shares of a Canadian company carrying on business in Canada; or (iii) the acquisition of voting shares of an entity which controls, directly or indirectly, another entity carrying on business in Canada.

An acquisition of a majority of the voting shares of a Canadian entity, including a company, is deemed to be an acquisition of control under the *IC Act*. However, under the *IC Act*, there is a rebuttable presumption that control is acquired if one-third of the voting shares of a Canadian company or an equivalent undivided interest in the voting shares of such company are held by a non-Canadian person or entity. An acquisition of less than one-third of the voting shares of a Canadian company is deemed not to be an acquisition of control. An acquisition of less than a majority, but one-third or more, of the voting shares of a Canadian company is presumed to be an acquisition of control unless it can be established that, on the acquisition, the Canadian company is not, in fact, controlled by the acquirer through the ownership of voting shares. For partnerships, trusts, joint ventures or other unincorporated Canadian entities, an acquisition of less than a majority of the voting interests is deemed not to be an acquisition of control.

In addition, if a Canadian company is controlled by a non-Canadian, the acquisition of control of any other Canadian company by such company may be subject to the prior approval of the Investment Review Division, unless it can be established that the Canadian company is not in fact controlled by the acquirer through the ownership of voting shares.

Where an investment is reviewable under the *IC Act*, the investment may not be implemented unless it is likely to be of net benefit to Canada. If an applicant is unable to satisfy the Minister responsible for Industry Canada that the investment is likely to be of net benefit to Canada, the applicant may not proceed with the investment. Alternatively, an acquirer may be required to divest control of the Canadian business that is the subject of the investment.

In addition to the foregoing, the *IC Act* provides for formal notification under the *IC Act* of all other acquisitions of control of Canadian businesses by non-Canadian investors.

The notification process consists of filing a notification within 30 days following the implementation of an investment, which notification is for information, as opposed to review, purposes.

Taxation

The following summary of the material Canadian federal income tax consequences generally applicable in respect of the common stock reflects the Company's opinion. The tax consequences to any particular holder of common stock will vary according to the status of that holder as an individual, trust, company or member of a partnership, the jurisdiction in which that holder is subject to taxation, the place where that holder is resident and, generally, according to that holder's particular circumstances. This summary is applicable only to holders who are resident in the U.S., have never been resident in Canada, deal at arm's length with the Company, hold their common stock as capital property and who will not use or hold the common stock in carrying on business in Canada. Special rules, which are not discussed in this summary, may apply to a U.S. holder that is an issuer that carries on business in Canada and elsewhere.

This summary is based upon the provisions of the Income Tax Act of Canada and the regulations thereunder (collectively, the "Canadian Tax Act" or "ITA") and the Canada-United States Tax Convention (the "Convention") as at the date of the Registration Statement and the current administrative practices of Canada Revenue Agency. This summary does not take into account Provincial income tax consequences.

Each holder should consult his own tax advisor with respect to the income tax consequences applicable to him in his own particular circumstances.

Certain Canadian Federal Income Tax Consequences

The discussion under this heading summarizes the principal Canadian federal income tax consequences of acquiring, holding and disposing of shares of common stock of the Company for a shareholder of the Company who is not a resident of Canada but is a resident of the U.S. and who will acquire and hold shares of common stock of the Company as capital property for the purposes of the Canadian Tax Act. This summary does not apply to a shareholder who carries on business in Canada through a "permanent establishment" situated in Canada or performs independent personal services in Canada through a fixed base in Canada if the shareholder's holding in the Company is effectively connected with such permanent establishment or fixed base. This summary is based on the provisions of the Canadian Tax Act and the regulations thereunder and on an understanding of the administrative practices of Canada Revenue Agency, and takes into account all specific proposals to amend the Canadian Tax Act or regulations made by the Minister of Finance of Canada as of the date hereof. It has been assumed that there will be no other relevant amendment of any governing law although no assurance can be given in this respect. This discussion is general only and is not a substitute for independent advice from a shareholder's own Canadian and U.S. tax advisors.

The provisions of the Canadian Tax Act are subject to income tax treaties to which Canada is a party, including the Convention.

Dividends on Common Shares and Other Income

Under the Canadian Tax Act, a non-resident of Canada is generally subject to Canadian withholding tax at the rate of 25 percent on dividends paid or deemed to have been paid to him or her by a company resident in Canada. The Company is responsible for withholding of tax at the source. The Convention limits the rate to 15 percent if the shareholder is a resident of the U.S. and the dividends are beneficially owned by and paid to such shareholder, and to 5 percent if the shareholder is also a company that beneficially owns at least 10 percent of the voting stock of the payor company.

The amount of a stock dividend (for tax purposes) would generally be equal to the amount by which the paid up or stated capital of the Company had increased by reason of the payment of such dividend. The Company will furnish additional tax information to shareholders in the event of such a dividend. Interest paid or deemed to be paid on the Company's debt securities held by non-Canadian residents may also be subject to Canadian withholding tax, depending upon the terms and provisions of such securities and any applicable tax treaty. The Convention generally eliminates Canadian tax on interest paid or deemed to be paid by the Company to U.S. residents. The Convention generally exempts from Canadian income tax dividends paid to a religious, scientific, literary, educational or charitable organization or to an organization constituted and operated exclusively to administer a pension, retirement or employee benefit fund or plan, if the organization is a resident of the U.S. and is exempt from income tax under the laws of the U.S.

Dispositions of Common Shares

Under the Canadian Tax Act, a taxpayer's capital gain or capital loss from a disposition of a share of common stock of the Company is the amount, if any, by which his or her proceeds of disposition exceed (or are exceeded by, respectively) the aggregate of his or her adjusted cost base of the share and reasonable expenses of disposition. The capital gain or loss must be computed in Canadian currency using a weighted average adjusted cost base for identical properties. There are special transitional rules to apply capital losses against capital gains that arose in different periods. The amount by which a shareholder's capital loss exceeds the capital gain in a year may be deducted from a capital gain realized by the shareholder in the three previous years or any subsequent year, subject to certain restrictions in the case of a corporate shareholder.

Under the Canadian Tax Act, a non-resident of Canada is subject to Canadian tax on taxable capital gains, and may deduct allowable capital losses, realized on a disposition of "taxable Canadian property." Shares of common stock of the Company will constitute taxable Canadian property of a shareholder at a particular time if

the shareholder used the shares in carrying on business in Canada, or if at any time in the five years immediately preceding the disposition 25% or more of the issued shares of any class or series in the capital stock of the Company belonged to one or more persons in a group comprising the shareholder and persons with whom the shareholder and persons with whom the shareholder did not deal at arm's length and in certain other circumstances.

The Convention relieves U.S. residents from liability for Canadian tax on capital gains derived on a disposition of shares unless

(a) the value of the shares is derived principally from "real property" in Canada, including the right to explore for or exploit natural resources and rights to amounts computed by reference to production,

(b) the shareholder was resident in Canada for 120 months during any period of 20 consecutive years preceding, and at any time during the 10 years immediately preceding, the disposition and the shares were owned by him when he or she ceased to be resident in Canada, or

(c) the shares formed part of the business property of a "permanent establishment" that the holder has or had in Canada within the 12 months preceding the disposition.

Certain U.S. Federal Income Tax Consequences

The following is a discussion of material U.S. federal income tax consequences generally applicable to a U.S. Holder (as defined below) of common shares of the Company. This discussion does not cover any state, local or foreign tax consequences.

The following discussion is based upon the sections of the Internal Revenue Code of 1986, as amended ("the Code"), Treasury Regulations, published Internal Revenue Service ("IRS") rulings, published administrative positions of the IRS and court decisions that are currently applicable, any or all of which could be materially and adversely changed, possibly on a retroactive basis, at any time. In addition, the discussion does not consider the potential effects, both adverse and beneficial, or recently proposed legislation which, if enacted, could be applied, possibly on a retroactive basis, at any time. The following discussion is for general information only. It is not intended to be, nor should it be construed to be, legal or tax advice to any U.S. Holder or prospective holder and not an opinion or representation with respect to the U.S. Federal income tax consequences to any U.S. Holder or prospective holder is made. The following summary was not written and is not intended to be used, and cannot be used, by any person for the avoidance of any penalties with respect to taxes that may be imposed on such person. U.S. Holders and prospective holders of common shares of the Company are urged to consult their own tax advisors about the federal, state, local, and foreign tax consequences of purchasing, owning and disposing of common shares of the Company.

U.S. Holders

As used herein, a U.S. Holder includes a holder of common shares of the Company who is a citizen or resident of the U.S. (and not a tax resident of any other country), a company (or an entity which has elected to be treated as a company under Treasury Regulation Sections 301.7701-3) created or organized in or under the laws of the U.S. or of any political subdivision thereof, any estate other than a foreign estate (as defined in Section 7701(a)(31)(A) of the Code or, a trust subject to the primary supervision of a court within the U.S. and control of a U.S. fiduciary as described in Section 7701(a)(30)(E) of the Code). This summary does not address the tax consequences to, and U.S. Holder does not include, persons subject to special provisions of Federal income tax law, such as tax-exempt organizations, qualified retirement plans, financial institutions, insurance companies, real estate investment trusts, regulated investment companies, broker-dealers, non-resident alien individuals, persons or entities that have a "functional currency" other than the U.S. dollar, shareholders who hold common shares as part of a straddle, hedging or conversion transaction, and shareholders who acquired their common shares through the exercise of employee stock options or otherwise as compensation for services. This summary is limited to U.S. Holders who own common shares as capital assets. This summary does not address the consequences to a person or entity holding an interest in a shareholder of the Company or the consequences to a person of the ownership, exercise or disposition of any options, warrants or other rights to acquire common shares of the Company.

Distribution on Common Shares of the Company

U.S. Holders receiving dividend distributions (including constructive dividends) with respect to common shares of the Company are required to include in gross income for U.S. federal income tax purposes the gross amount

of such distributions equal to the U.S. dollar value of such distributions on the date of receipt (based on the exchange rate on such date), to the extent that the Company has current or accumulated earnings and profits, without reduction for any Canadian income tax withheld from such distributions. Such Canadian tax withheld may be credited, subject to certain limitations, against the U.S. Holder's U.S. federal income tax liability or, alternatively, may be deducted in computing the U.S. Holder's U.S. federal taxable income. (See more detailed discussion at "Foreign Tax Credit" below). To the extent that distributions exceed current or accumulated earnings and profits of the Company, they will be treated first as a return of capital up to the U.S. Holder's adjusted basis in the common shares and thereafter as gain from the sale or exchange of the common shares. Unless the distribution constitutes "qualified dividend income" as defined in Section 1(h)(11), dividend income will be taxed at marginal tax rates applicable to ordinary income while preferential tax rates for long-term capital gains are applicable to a U.S. Holder which is an individual, estate or trust. If the distribution qualifies as "qualified dividend income", the distribution will be taxable as net capital gain where the U.S. holder is an individual, estate or trust. There are currently no preferential tax rates for long-term capital gains for a U.S. Holder which is a company.

In the case of foreign currency received as a dividend that is not converted by the recipient into U.S. dollars on the date of receipt, a U.S. Holder will have a tax basis in the foreign currency equal to its U.S. dollar value on the date of receipt. Gain or loss may be recognized upon a subsequent sale or other disposition of the foreign currency, including the exchange for U.S. dollars.

Dividends paid on the common shares of the Company will not generally be eligible for the dividends received deduction provided to companies receiving dividends from certain U.S. companies. A U.S. Holder which is a company may, under certain circumstances, be entitled to a 70% deduction of the U.S. source portion of dividends received from the Company (unless the Company qualifies as a "passive foreign investment company", as defined below) if such U.S. Holder owns shares representing at least 10% of the voting power and value of the Company. The availability of this deduction is subject to several complex limitations which are beyond the scope of this discussion.

Foreign Tax Credit

A U.S. Holder who pays (or has withheld from distributions) Canadian income tax with respect to the ownership of common shares of the Company may be entitled, at the option of the U.S. Holder, to either a deduction or a tax credit for such foreign tax paid or withheld. This election is made on a year-by-year basis and applies to all foreign income taxes (or taxes in lieu of income tax) paid by (or withheld from) the U.S. Holder during the year. There are significant and complex limitations which apply to a U.S. Holder's ability to claim the foreign tax credit. The availability of the foreign tax credit and the application of the limitations on the credit are fact specific and holders and prospective holders of common shares of the Company should consult their own tax advisors regarding their individual circumstances.

Disposition of Common Shares of the Company

For U.S. tax purposes, a U.S. Holder will recognize gain or loss upon the sale of common shares of the Company equal to the difference, if any, between (i) the amount of cash plus the fair market value of any property received, and (ii) the shareholder's tax basis in the common shares of the Company. This gain or loss will be capital gain or loss if the common shares are capital assets in the hands of the U.S. Holder. Capital gain will then be classified as a short-term or long-term capital gain or loss depending upon the holding period of the U.S. Holder. Preferential tax rates apply to long-term capital gains of U.S. Holders which are individuals, estates or trusts. Gains and losses are netted and combined according to special rules in arriving at the overall capital gain or loss for a particular tax year. Deductions for net capital losses are subject to significant limitations. For U.S. Holders which are not companies, any unused portion of such net capital loss may be carried over to be used in later tax years until such net capital loss is thereby exhausted, but individuals may not carry back capital losses. For U.S. Holders which are taxable companies (other than companies subject to Subchapter S of the Code), an unused net capital loss may be carried back three years from the loss year and carried forward five years from the loss year to be offset against capital gains until such net capital loss is thereby exhausted.

Net Investment Tax

U.S. Holders may also be subject to the Net Investment Income Tax, which is imposed on certain U.S. taxpayers' income from investments, such as dividends, interest and capital gains. Individual taxpayers are liable for a 3.8 percent Net Investment Income Tax on the lesser of their net investment income, or the amount by which their modified adjusted gross income exceeds certain statutory thresholds based on their filing status. U.S. Holders or prospective U.S. Holders should consult their tax advisors to determine if the Net Investment

Income Tax will apply in their individual circumstances.

Other Considerations

In the following circumstances, the above sections of the discussion may not describe the U.S. federal income tax consequences resulting from the holding and disposition of common shares of the Company.

Passive Foreign Investment Company

As a foreign company with U.S. Holders, the Company could potentially be treated as a passive foreign investment company ("PFIC"), as defined in Section 1297 of the Code. Section 1297 of the Code defines a PFIC as a company that is not formed in the U.S. and, for any taxable year, either (i) 75% or more of its gross income is "passive income", which includes among other types of income, interest, dividends and certain rents and royalties or (ii) the average percentage, by fair market value (or, if the company is a controlled foreign company or makes an election, by adjusted tax basis), of its assets that produce or are held for the production of "passive income" is 50% or more.

The rule governing PFICs can have significant tax effects on U.S. shareholders of foreign companies who are subject to U.S. Federal income taxation under one of three alternative methods at the election of each such U.S. shareholder. U.S. shareholder's income or gain, with respect to a disposition or deemed disposition of PFIC shares or a distribution payable on such shares will generally be subject to tax at the highest marginal rates applicable to ordinary income and certain interest charges as discussed below, unless the U.S. shareholder has timely made a "qualified electing fund" election or a "mark-to-market" election for those shares.

Under one method, a U.S. shareholder who elects in a timely manner to treat the PFIC as a Qualified Electing Fund ("QEF"), as defined in the Code, (an "Electing U.S. Holder") will be required to currently include in his income for any taxable year in which the company qualifies as a PFIC his pro-rata share of the company's (i) "net capital gain" (the excess of net long-term capital gain over net short-term capital loss), which will be taxed as long-term capital gain to the Electing U.S. Holder, and (ii) "ordinary earnings" (the excess of earnings and profits over net capital gain), which will be taxed as ordinary income to the Electing U.S. Holder, in each case, for the U.S. Holder's taxable year in which (or with which) the Company's taxable year ends, regardless of whether such amounts are actually distributed. A QEF election also allows the Electing U.S. Holder to (i) generally treat any gain realized on the disposition of his common shares (or deemed to be realized on the pledge of his common shares) as capital gain; (ii) treat his share of the company's net capital gain, if any, as long-term capital gain instead of ordinary income, and (iii) either avoid interest charges resulting from PFIC status altogether (see discussion of interest charge below), or make an annual election, subject to certain limitations, to defer payment of current taxes on his share of the company's annual realized net capital gain and ordinary earnings which will then be subject, however, to an interest charge.

The procedure a U.S. Holder must comply with in making a timely QEF election will depend on whether the year of the election is the first year in the U.S. Holder's holding period in which the Company is a PFIC. If the U.S. shareholder makes a QEF election in such first year, (sometimes referred to as a "Pedigreed QEF Election"), then the U.S. shareholder may make the QEF election by simply filing the appropriate documents at the time the U.S. Holder files its tax return for such first year. If, however, the company qualified as a PFIC in a prior year during the U.S. shareholder's holding period, then the U.S. shareholder may make a retroactive QEF election, provided he has preserved his right to do so under the protective statement regime or he obtains IRS permission.

If a U.S. shareholder has not made a QEF Election at any time (a "Non-electing U.S. Holder"), then special taxation rules under Section 1291 of the Code will apply to (i) gains realized on the disposition (or deemed to be realized by reason of a pledge) of his common shares and (ii) certain "excess distributions" by the company. An excess distribution is a current year distribution received by the U.S. shareholder on PFIC stock to the extent that the distribution exceeds its ratable portion of 125% of the average amount received by the U.S. shareholder during the preceding three years.

A Non-electing U.S. shareholder generally would be required to pro-rate all gains realized on the disposition of his common shares and all excess distributions over the entire holding period for the common shares. All gains or excess distributions allocated to prior years of the U.S. shareholder (other than years prior to the first taxable year of the Company during such U.S. Holder's holding period and beginning after January 1, 1987 for which it was a PFIC) would be taxed at the highest marginal tax rate for each such prior year applicable to ordinary

income. The Non-electing U.S. shareholder also would be liable for interest on the foregoing tax liability for each such prior year calculated as if such liability had been due with respect to each such prior year. A Non-electing non-corporate U.S. shareholder must treat this interest charge as "personal interest" which is wholly non-deductible. The balance of the gain or the excess distribution will be treated as ordinary income in the year of the disposition or distribution, and no interest charge will be incurred with respect to such balance.

If a company is a PFIC for any taxable year during which a Non-electing U.S. shareholder holds common shares, then the company will continue to be treated as a PFIC with respect to such common shares, even if it is no longer by definition a PFIC. A Non-electing U.S. shareholder may terminate this deemed PFIC status by electing to recognize gain (which will be taxed under the rules discussed above for Non-Electing U.S. Holders) as if such common shares had been sold on the last day of the last taxable year for which it was a PFIC. If the company no longer qualifies as a PFIC in a subsequent year, then normal Code rules and not the PFIC rules will apply with respect to a U.S. shareholder who has made a Pedigreed QEF election.

If a U.S. shareholder makes a QEF Election that is not a Pedigreed Election (i.e., it is made after the first year during which the company is a PFIC and the U.S. shareholder holds shares of the company) (a "Non-Pedigreed Election"), the QEF rules apply prospectively but do not apply to years prior to the year in which the QEF first becomes effective. U.S. Holders are encouraged to consult their tax advisors regarding the specific consequences of making or not making a QEF Election.

Under an alternative method, U.S. Holders who hold (actually or constructively) marketable stock of a PFIC may elect to mark such stock to the market annually (a "mark-to-market election"). If such an election is made, such U.S. Holder will generally not be subject to the special taxation rules of Section 1291 discussed above. However, if the mark-to-market election is made by a Non-Electing U.S. Holder after the beginning of the holding period for the PFIC stock, then the Section 1291 rules will apply to certain dispositions of, distributions on and other amounts taxable with respect to the Company common shares. A U.S. Holder who makes the mark-to-market election will include in income for each taxable year for which the election is in effect an amount equal to the excess, if any, of the fair market value of the common shares of the Company as of the close of such tax year over such U.S. Holder's adjusted basis in such common shares. In addition, the U.S. Holder is allowed a deduction for the lesser of (i) the excess, if any, of such U.S. Holder's adjusted tax basis in the common shares over the fair market value of such shares as of the close of the tax year, or (ii) the excess, if any, of (a) the mark-to-market gains for the common shares in the Company included by such U.S. Holder for prior tax years, including any amount which would have been treated as a mark-to-market gain for any prior tax year but for the Section 1291 rules discussed above with respect to Non-Electing U.S. Holders, over (b) the mark-to-market losses for shares that were allowed as deductions for prior tax years. A U.S. Holder's adjusted tax basis in the common shares of the Company will be adjusted to reflect the amount included in or deducted from income as a result of a mark-to-market election. A mark-to-market election applies to the taxable year in which the election is made and to each subsequent taxable year, unless the Company's common shares cease to be marketable, as specifically defined, or the IRS consents to revocation of the election. U.S. Holders should consult their tax advisors regarding the manner of making such an election.

Controlled Foreign Company

If more than 50% of the total combined voting power of all classes of stock entitled to vote or more than 50% of the total value of the stock of the Company is owned, directly, indirectly or constructively, by U.S. Holders, each of whom own actually or constructively 10% or more of the total combined voting power of all classes of stock of the Company, the Company would be treated as a "controlled foreign company" or "CFC" under Subpart F of the Code. This classification would effect many complex results, one of which requires such 10% U.S. Holders (a U.S. Holder for CFC purposes) to include in their income their pro rata shares of the Subpart F income of the CFC and the CFC's earnings invested in U.S. property. The foreign tax credit described above may reduce the U.S. tax on these amounts. In addition, under Section 1248 of the Code, gain from the sale or exchange of shares by a U.S. Holder of common shares of the Company which is or was a U.S. Shareholder at any time during the five-year period ending with the sale or exchange will be treated as dividend income to the extent of earnings and profits of the Company (accumulated only while the shares were held by the U.S. Shareholder and while the Company was a CFC attributable to the shares sold or exchanged. If a foreign company is both a PFIC and a CFC, the foreign company generally will not be treated as a PFIC with respect to certain 10% U.S. Shareholders of the CFC. This rule generally will be effective for taxable years of U.S. Shareholders beginning after 1997 and for taxable years of foreign company's ending with or within such taxable years of U.S. Shareholders. The PFIC provisions continue to apply in the case of a PFIC that is also a

CFC with respect to the U.S. Holders that are less than 10% shareholders. Because of the complexity of Subpart F, a more detailed review of these rules is outside of the scope of this discussion.

Information Reporting and Backup Withholding

In general, unless a U.S. Holder belongs to a category of certain exempt recipients (such as corporations), information reporting requirements will apply to distributions as well as proceeds of sales from the sale of shares of the Company that are effected through the U.S. office of a broker or the non-U.S. office of a broker that has certain connections with the United States. Backup withholding may apply to these payments if a U.S. Holder fails to provide a correct taxpayer identification number or certification of exempt status, fails to report in full dividend and interest income or, in certain circumstances, fails to comply with applicable certification requirements. Any amounts withheld under the backup withholding rules will be allowed as a refund or credit against a U.S. Holder's U.S. federal income tax, provided the U.S. Holder furnishes the required information to the IRS in a timely manner. Other filing requirements may also apply. U.S. Holders should consult with their own tax advisors concerning their particular reporting requirements.

U.S. Holder's should consult with their tax advisors to determine if holding common shares in the Company will create any other disclosure or reporting requirements for U.S. tax purposes.

Documents on Display

Any of the documents referred to above can be viewed at the registered office of the Company located at 1177 West Hastings Street, Suite 1710, Vancouver, British Columbia, Canada, V6E 2L3.

This Annual Report and the Company's recent 6-K filings can be viewed on the U.S. Securities and Exchange Commission's EDGAR web-site at www.sec.gov/edgar/searchedgar/companysearch.html.

Item 11. Quantitative and Qualitative Disclosures about Market Risk

The Company's primary mineral exploration properties are located in Mexico. As a Canadian company, Almaden's cash balances are kept primarily in Canadian funds, while many exploration and property expenses are denominated in U.S. dollars or the Mexican peso. Therefore, the Company is exposed to some exchange rate risk. The Company considers the amount of risk to be manageable and does not currently, nor is likely in the foreseeable future to, conduct hedging to reduce its exchange rate risk. A 10% change in the U.S. dollar exchange rate relative to the Canadian dollar would change the Company's net loss by \$94,000. A 10% change in the Mexican peso exchange rate relative to the Canadian dollar would change the Company's net loss by \$8,200.

Item 12. Description of Securities Other than Equity Securities

Not Applicable

PART II

Item 13. Defaults, Dividend Arrearages and Delinquencies

Not Applicable

Item 14. Material Modifications to the Rights of Securities Holders and Use of Proceeds

Not Applicable

Item 15. Controls and Procedures

Disclosure Controls and Procedures

We conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) under the Securities Exchange Act of 1934, as amended, or "Exchange Act") as of December 31, 2015. This evaluation was conducted under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer. Based upon

this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of December 31, 2015, our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by us in reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified by the rules and forms. We also concluded that our disclosure controls and procedures are effective to provide reasonable assurance that information required to be disclosed in the reports filed or submitted under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting for the Company. Internal control over financial reporting is a process designed by, or under the supervision of, the Company's principal executive and principal financial officers and effected by the Company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS as issued by IASB.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

The Company's management's assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2015. In making this assessment, the Company's management used criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in *Internal Control-Integrated Framework (2013)* published by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on its assessment, management concluded that, as of December 31, 2015, the Company's internal control over financial reporting was effective.

There were no changes in the Company's internal control over financial reporting that occurred during the year ended December 31, 2015 that has materially affected, or that is reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 16A. Audit Committee Financial Expert

The Company's Board of Directors has determined that Mr. Mark T. Brown is the Company's audit committee financial expert. Mr. Brown has extensive business and financial experience. He has served as a director of a number of other publicly traded companies over the past 15 years, and currently serves as a director of seven other publicly traded mineral exploration companies. Mr. Brown is independent as defined by Section 803(B) of the NYSE MKT Listing Standards.

Item 16B. Code of Ethics

The Company adopted several codes of conduct, including a Code of Business Ethics, a Code of Business Conduct Ethics for Directors, a Communications Policy and an Audit Committee Charter. These initial codes were filed with the 20-F Annual Report for the fiscal year ended December 31, 2003 as filed with the U.S. Securities and Exchange Commission on May 11, 2004. After review, the Company has adopted revised and new codes as follow: Audit Committee Charter, Nominating and Corporate Governance Committee-Responsibilities and Duties, Compensation Committee-Responsibilities and Duties, Code of Business Ethics, Code of Business Conduct and Ethics for Directors, Communications Policy, Securities Trading Policy, Whistleblowers Policy and a Privacy Policy (the "Codes"). The Codes may be viewed on the Company's website at www.almadenminerals.com. The Codes may also be viewed as filed on EDGAR as an exhibit to the 2005 20-F Annual Report filed with the Commission on March 30, 2006. Any amendments to the Codes or waivers of the provision of any Codes will be posted on the Company's website within 5 business days of such amendment or waiver.

The Company has adopted a Code of Business Conduct and Ethics for Directors (“Code”), a Code of Business Ethics (“COBE”), a Securities Trading Policy and a Privacy Policy. Employees and consultants are required as a term of employment or engagement to undertake to abide by the COBE. Directors are bound to observe the Code adopted by the Board.

All Directors, Officers and Employees (“Individuals”) sign an Annual Certification (“Certification”) stating they have read the Code of Business Ethics policy (“Policy”) of the Company and have complied with such Policy in all respects. The Certification further acknowledges that all members of the Individual’s family, all other persons who live with the Individual and all holding companies and other related entities of the Individual and all such persons or companies acting on behalf of or at the request of any of the foregoing also complied with such Policy. The Certification also states that any violation of such Policy may constitute grounds for immediate suspension or dismissal.

Each director is expected and required by statute to act honestly and in good faith with a view to the best interests of the Company and to exercise the care, diligence and skill that a reasonably prudent individual would exercise in comparable circumstances and in accordance with the *Business Corporations Act* (British Columbia) and the Company’s Articles.

Item 16C. Principal Accountant Fees and Services

Audit Committee's pre-approval policies and procedures

The Audit Committee nominates and engages the independent auditors to audit the financial statements, and approves all audit services, audit-related services, tax services and other services provided by Deloitte LLP. Any services provided by Deloitte LLP that are not specifically included within the scope of the audit must be preapproved by the Audit Committee prior to any engagement. The Audit Committee is permitted to approve certain fees for audit-related services, tax services and other services before the completion of the engagement. In Fiscal 2015 and 2014, tax services paid to Deloitte LLP were pre-approved by the Audit Committee.

Table No. 19 lists the aggregate fees billed or estimated for each of the last two fiscal years for professional services rendered by the principal accountant for the audit of the Company’s annual financial statements or services that are normally provided by the accountant in connection with statutory and regulatory filings or engagements for those fiscal years.

**Table No. 19
Principal Accountant Fees**

	December 31, 2015	December 31, 2014
Audit fees	\$134,232	\$53,500
Audit-related fees	20,686	43,715
Tax fees	28,623	68,438
Other fees	-	-

Fiscal 2015 and Fiscal 2014 audit fees relate to the annual audit of the Company’s consolidated financial statements, effectiveness of the Company’s internal control over financial reporting and review of the Form 20-F. Audit-related fees relate to accounting advisory services. Tax fees relate to the completion of income tax returns and tax consulting services. Other fees relate to services other than audit fees, audit-related fees, and tax fees described above.

Item 16D. Exemptions from the Listing Standards for Audit Committees

Not applicable.

Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers

Not applicable.

Item 16F. Change in Registrant’s Certifying Accountant

On January 4, 2016, the Company accepted the resignation of Deloitte LLP, Chartered Professional Accountants, and appointed Davidson & Company LLP, Chartered Professional Accountants, as the Company’s

successor auditor. Deloitte LLP resigned on its own initiative. The resignation of the former auditor was accepted by the Company's Audit Committee and the Board of Directors. The appointment of the successor auditor was made and approved by the Company's Audit Committee and the Board of Directors. Deloitte LLP identified an independence matter related to their audit for the year ended December 31, 2013. Deloitte LLP discussed the matter with the Chair of the Audit Committee, and have stated they do not believe the independence matter affects the impartiality, objectivity and integrity of the previously issued audit report or underlying financial statements, or any financial statements issued or to be issued subsequent to the date of the most recent financial statements covered by an audit report. The audit committee agrees with Deloitte's determination.

During the two most recent fiscal years, there were no disagreements between the Company and the former auditors. The accountant's report on the financial statements for each of the two most recent fiscal years contained no adverse opinions or disclaimer of opinions. The Company did not consult with Davidson & Company LLP during the two fiscal years prior to their engagement regarding the application of accounting principles to any specified transaction or any accounting, auditing or financial reporting issue, or any matter that was subject to a disagreement or reportable event.

The Company has provided Deloitte LLP with a copy of this disclosure and they have provided a letter which agrees with the statements made by the Company. A copy of this letter has been filed as an exhibit to the Company's Form 20-F Annual Report.

Item 16G. Corporate Governance

The Company's class of common shares is listed on the NYSE MKT and the Toronto Stock Exchange. Under the rules of the NYSE MKT, listed companies are generally required to have a majority of their Board of Directors be "independent" as defined by the NYSE MKT Company Guide Rules. Currently, as permitted under applicable Canadian regulations, the Company's Board consists of 7 directors, of which 5 are considered to be "independent." In the opinion of management the Company's corporate governance practices do not differ in any significant way from those required of U.S. domestic companies listed on the NYSE MKT.

Item 16H. Mine Safety Disclosure

Not applicable.

PART III

Item 17. Financial Statements

The Company has provided financial statements pursuant to Item 18 of this Form 20-F.

Item 18. Financial Statements

The Company's consolidated financial statements and notes thereto are stated in Canadian Dollars (CDN\$) and are prepared in accordance and compliance with International Financial Reporting Standards as issued by the International Accounting Standards Board ("IFRS").

Item 19. Exhibits

A. The financial statements and notes thereto as required under Item 18 are attached hereto and found immediately following the text of this Annual Report.

Audited Financial Statements

Independent registered Public Accounting Firm report on the consolidated financial statements, dated March 29, 2016

Consolidated statements of financial position at December 31, 2015 and 2014

Consolidated statements of comprehensive loss for the years ended December 31, 2015, 2014 and 2013

Consolidated statements of changes in equity for the years ended December 31, 2015, 2014 and 2013

Consolidated statements of cash flows for the years ended December 31, 2015, 2014 and 2013

Summary of significant accounting policies and other explanatory information

B. Index to Exhibits

1. Certificate of Amalgamation
Amalgamation Agreement
- Incorporated by reference to the Company's Form 20-F Annual Report for the year ended December 31, 2001, as filed with the Commission on May 17, 2002.
- 1.1 Articles
- Incorporated by reference to the Company's Form 20-F Annual Report for the year ended December 31, 2005, as filed with the Commission on March 30, 2006.
2. Instruments defining the rights of holders of equity or debt securities being registered
- Refer to Exhibit No. 1.
3. Voting trust agreements. The Voting Trust Agreement dated December 17, 2009 between Ernesto Echavarria, as grantor, and Messrs Duane and Morgan Poliquin, as voting trustees.
- Incorporated by reference to the Company's Form 20-F for the year ended December 31, 2013 and filed with the Commission on March 31, 2014.
4. Executive Compensation Contract dated January 29, 2013 with Hawk Mountain Resources Ltd.
- Incorporated by reference to the Company's Form 20-F for the year ended December 31, 2012 and filed with the Commission on March 28, 2013.
- 4.1 Executive Compensation Contract dated January 29, 2013 with Morgan Poliquin
- Incorporated by reference to the Company's Form 20-F for the year ended December 31, 2012 and filed with the Commission on March 28, 2013.
- 4.2 Assignment of Rights Agreement dated March 11, 2013 with Don David Gold Mexico, S.A. de C.V.
- Incorporated by reference to the Company's Form 20-F for the year ended December 31, 2013 and filed with the Commission on March 31, 2014.
- 4.3 Sale and Purchase Agreement dated June 20, 2013 with Tarsis Resources Ltd.
- Incorporated by reference to the Form 6-K and filed with the Commission on June 20, 2013.
- 4.4 Amendment Agreement dated November 26, 2013 with Candymin, S.A. de C.V. and Mr. Charlie Warren
- Incorporated by reference to the Company's Form 20-F for the year ended December 31, 2013 and filed with the Commission on March 31, 2014.
- 4.5 Arrangement Agreement dated May 11, 2015 in connection with the Company's statutory Plan of Arrangement with Almadex.
- 4.6 Administrative Services Agreement between the Company and Almadex Minerals Limited dated May 15, 2015.
- 4.7 First Amending Agreement to the May 15, 2015 Administrative Services Agreement between the Company and Almadex Minerals Limited dated December 16, 2015.
- 4.8 Termination Agreement effective December 31, 2015 between the Company and Hawk Mountain Resources Ltd.
- 4.9 Executive Employment Contract between the Company and Duane Poliquin dated effective January 1, 2016.
- 4.10 Deloitte Letter to the Securities and Exchange Commission dated March 29, 2016
5. List of foreign patents – N/A
6. Calculation of earnings per share – N/A
7. Explanation of calculation of ratios – N/A
8. List of subsidiaries
9. Statement pursuant to the instruction to Item 8.A.4, regarding the financial statement filed in registration Statements for initial public offerings of securities – N/A
10. Any notice required by Rule 104 of Regulation BTR – N/A
11. Audit Committee Charter

Nominating and Corporate Governance Committee-Duties and Responsibility

Compensation Committee-Responsibilities and Duties

Code of Business Ethics

Code of Business Conduct and Ethics for Directors

Communications Policy

Securities Trading Policy

Whistleblower Policy

Privacy Policy

- Incorporated by reference to the Company's Form 20-F Annual Report for the year ended December 31, 2005, as filed with the Commission on March 30, 2006.

Shareholder Rights Plan dated April 13, 2011

- Incorporated by reference to the Form 6-K filed with the Commission on April 15, 2011.

Advance Notice Policy dated January 28, 2013

- Incorporated by reference to the Company's Form 20-F for the year ended December 31, 2012 filed with the Commission on March 28, 2013.

Multiple Voting Policy – adopted by the Board of Directors on May 7, 2013

- Incorporated by reference to the Company's Form 20-F Annual Report for the year ended December 31, 2014 as filed with the Commission on March 30, 2015.

- 12.1 Certification of CEO Pursuant to Securities Exchange Act, Rules 13a-14 and 15d-14 as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
- 12.2 Certification of CFO Pursuant to Securities Exchange Act, Rules 13a-14 and 15d-14 as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

- 13.1 Certification of CEO Pursuant to the Sarbanes-Oxley Act, 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
- 13.2 Certification of CFO Pursuant to the Sarbanes-Oxley Act, 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Consolidated financial statements of

Almaden Minerals Ltd.

For the year ended December 31, 2015 and 2014

Almaden Minerals Ltd.

December 31, 2015 and 2014

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Directors of
Almaden Minerals Ltd.

We have audited the accompanying consolidated financial statements of Almaden Minerals Ltd., which comprise the consolidated statement of financial position as at December 31, 2015 and the consolidated statements of comprehensive loss, cash flows, and changes in equity for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards and the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained in our audit is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, these consolidated financial statements present fairly, in all material respects, the financial position of Almaden Minerals Ltd. as at December 31, 2015 and its financial performance and its cash flows for the year ended December 31, 2015, in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Other Matters

The consolidated financial statements of Almaden Minerals Ltd. as at December 31, 2014 and 2013, and the financial performance and cash flows for the years ended December 31, 2014 and 2013 were audited by another auditor who expressed an unmodified opinion on those statements on March 30, 2015.

“DAVIDSON & COMPANY LLP”

Vancouver, Canada

Chartered Professional Accountants

March 29, 2016



Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Almaden Minerals Ltd.

We have audited the accompanying consolidated statement of financial position of Almaden Minerals Ltd. and subsidiaries (the “Company”) as of December 31, 2014, and the related consolidated statements of comprehensive loss, cash flows and changes in equity for the years ended December 31, 2014 and 2013. These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States) and Canadian generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Almaden Minerals Ltd. and subsidiaries as of December 31, 2014, and the results of their operations and their cash flows for the years ended December 31, 2014 and 2013, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

/s/ Deloitte LLP

Chartered Professional Accountants

March 30, 2015

Vancouver, Canada

Almaden Minerals Ltd.

Consolidated statements of financial position

(Expressed in Canadian dollars)

	December 31, 2015	December 31, 2014
	\$	\$
ASSETS		
Current assets		
Cash and cash equivalents (Note 17)	6,222,778	8,172,598
Accounts receivable and prepaid expenses (Note 5)	383,464	413,880
Marketable securities (Note 6)	-	853,123
Inventory (Note 7)	-	274,768
	6,606,242	9,714,369
Non-current assets		
Investment in associate (Note 8)	-	2,675,000
Reclamation deposit (Note 4(m))	-	34,548
Contingent shares receivable (Note 9)	-	69,600
Deposit on mill equipment (Note 10)	965,358	-
Property, plant and equipment (Note 11)	105,738	880,371
Exploration and evaluation assets (Note 12)	30,538,010	28,644,758
	31,609,106	32,304,277
TOTAL ASSETS	38,215,348	42,018,646
LIABILITIES		
Current liabilities		
Trade and other payables	797,769	542,578
Non-current liabilities		
Deferred income tax liability (Note 18)	1,434,882	1,839,482
Total Liabilities	2,232,651	2,382,060
EQUITY		
Share capital (Note 13)	83,757,687	87,083,931
Reserves (Note 13)	11,822,637	11,005,757
Deficit	(59,597,627)	(58,453,102)
Total Equity	35,982,697	39,636,586
TOTAL EQUITY AND LIABILITIES	38,215,348	42,018,646
Commitments (Note 19)		

The accompanying notes are an integral part of these consolidated financial statements.

These consolidated financial statements are authorized for issue by the Board of Directors on March 29, 2016

They are signed on the Company's behalf by:

/s/Duane Poliquin
Director

/s/Mark T. Brown
Director

Almaden Minerals Ltd.

Consolidated statements of comprehensive loss

(Expressed in Canadian dollars)

	Years Ended December 31,		
	2015	2014	2013
	\$	\$	\$
Revenue			
Interest income	73,279	175,955	165,474
Other income (Note 14)	230,124	78,036	54,958
	303,403	253,991	220,432
Expenses (income)			
Impairment of exploration and evaluation assets (Note 12)	97,044	2,570,664	371,038
General and administrative expenses (Note 23)	2,876,209	2,489,108	2,154,278
(Income) loss on exploration and evaluation assets (Note 15)	(32,920)	(55,111)	716,006
General exploration expenses	432,764	592,105	707,542
Share-based payments	950,740	565,800	381,950
	4,323,837	6,162,566	4,330,814
Operating loss	(4,020,434)	(5,908,575)	(4,110,382)
Other (loss) income			
Loss from investment in associate (Note 8)	(95,892)	(135,209)	(818,889)
Impairment of marketable securities (Note 6)	(162,000)	(405,903)	(1,274,743)
Impairment of investment in associate (Note 8)	(470,700)	(6,637,288)	-
Gain on transfer of spin-out assets (Note 2)	3,115,422	-	-
(Loss) gain on fair value of contingent shares receivable (Note 9)	(22,500)	24,900	(193,500)
(Loss) gain on sale of marketable securities	-	(42,220)	19,509
Loss on sale of property, plant and equipment	(22,692)	-	-
Foreign exchange gain (loss)	129,671	(38,890)	21,396
Loss before income taxes	(1,549,125)	(13,143,185)	(6,356,609)
Deferred income tax recovery (expense) (Note 18)	404,600	(1,839,482)	-
Net loss for the year	(1,144,525)	(14,982,667)	(6,356,609)
Other comprehensive income (loss)			
Items that may be reclassified subsequently to profit or loss			
Net change in fair value of available for sale financial assets, net of tax of nil	(170,640)	239,515	(84,585)
Reclassification adjustment relating to available for sale financial assets included in net income (loss), net of tax of nil	(162,812)	42,413	(5,763)
Other comprehensive income (loss) for the year	(333,452)	281,928	(90,348)
Total comprehensive loss for the year	(1,477,977)	(14,700,739)	(6,446,957)
Basic and diluted net loss per share (Note 16)	(0.02)	(0.23)	(0.10)

The accompanying notes are an integral part of these consolidated financial statements.

Almaden Minerals Ltd.

Consolidated statements of cash flows

(Expressed in Canadian dollars)

	Years ended December 31,		
	2015	2014	2013
	\$	\$	\$
Operating activities			
Net loss for the year	(1,144,525)	(14,982,667)	(6,356,609)
Items not affecting cash			
Deferred income tax (recovery) expense	(404,600)	1,839,482	-
Loss on investment in associate	95,892	135,209	818,889
Depreciation	131,486	245,639	303,390
Loss (gain) on sale of marketable securities	-	42,220	(19,509)
Unrealized foreign exchange on reclamation deposit	(1,370)	-	-
(Gain) loss on fair value of contingent shares receivable	22,500	(24,900)	193,500
Loss on sale of property, plant and equipment	22,692	-	-
Impairment of marketable securities	162,000	405,903	1,274,743
Loss on exploration and evaluation assets	-	-	716,006
Impairment of exploration and evaluation assets	97,044	2,570,664	371,038
Impairment of investment in associate	470,700	6,637,288	-
Share-based payments	950,740	565,800	381,950
Gain on transfer of spin-out assets	(3,115,422)	-	-
Changes in non-cash working capital components			
Accounts receivable and prepaid expenses	(342,649)	31,242	651,833
Trade and other payables	39,546	(554,580)	36,329
Net cash used in operating activities	(3,015,966)	(3,088,700)	(1,628,440)
Investing activities			
Exploration and evaluation assets deposit	-	138,929	-
Reclamation deposit	683	(1,284)	-
Net proceeds from sale of marketable securities	-	39,343	22,565
Deposit on mill equipment	(692,000)	-	-
Property, plant and equipment - purchases	(2,516)	(22,940)	(95,986)
Exploration and evaluation assets			
Costs	(3,668,974)	(6,768,273)	(8,253,489)
Proceeds on disposal	-	-	127,420
Net cash used in investing activities	(4,362,807)	(6,614,225)	(8,199,490)
Financing activities			
Cash paid to Almadex pursuant to the plan of arrangement	(3,000,000)	-	-
Issuance of shares, net of share issue costs	8,428,953	5,880,750	5,335,295
Net cash from financing activities	5,428,953	5,880,750	5,335,295
Net cash outflows	(1,949,820)	(3,822,175)	(4,492,635)
Cash and cash equivalents, beginning of year	8,172,598	11,994,773	16,487,408
Cash and cash equivalents, end of year	6,222,778	8,172,598	11,994,773

Supplemental cash flow information - Note 17

The accompanying notes are an integral part of these consolidated financial statements.

Almaden Minerals Ltd.

Consolidated statements of changes in equity

(Expressed in Canadian dollars)

	Share capital		Reserves				Deficit	Total
	Number of shares	Amount	Equity settled employee compensation	Warrants	Available-for-sale financial assets	Total reserves		
		\$	\$		\$		\$	\$
Balance, January 1, 2013	59,722,321	75,237,977	9,628,723	176,741	141,872	9,947,336	(37,113,826)	48,071,487
Shares issued for cash on exercise of stock options	220,000	223,550	-	-	-	-	-	223,550
Fair value of share options transferred to share capital on exercise of options	-	136,650	(136,650)	-	-	(136,650)	-	-
Share-based payments	-	-	381,950	-	-	381,950	-	381,950
Private placements and other	4,386,000	5,015,365	-	-	-	-	-	5,015,365
Finders' warrants issued pursuant to private placement	-	-	-	107,880	-	107,880	-	107,880
Shares issued pursuant to property acquisition agreement	250,000	537,500	-	-	-	-	-	537,500
Total comprehensive loss for the year	-	-	-	-	(90,348)	(90,348)	(6,356,609)	(6,446,957)
Balance, December 31, 2013	64,578,321	81,151,042	9,874,023	284,621	51,524	10,210,168	(43,470,435)	47,890,775
Shares issued for cash on exercise of stock options	150,000	121,500	-	-	-	-	-	121,500
Fair value of share options transferred to share capital on exercise of options	-	67,500	(67,500)	-	-	(67,500)	-	-
Shares issued pursuant to private placement	4,000,000	5,743,889	-	-	-	-	-	5,743,889
Finders' warrants issued pursuant to private placement	-	-	-	15,361	-	15,361	-	15,361
Share-based payments	-	-	565,800	-	-	565,800	-	565,800
Total comprehensive loss for the year	-	-	-	-	281,928	281,928	(14,982,667)	(14,700,739)
Balance, December 31, 2014	68,728,321	87,083,931	10,372,323	299,982	333,452	11,005,757	(58,453,102)	39,636,586
Share-based payments	-	-	950,740	-	-	950,740	-	950,740
Private placements and other	8,926,666	8,229,361	-	180,267	-	180,267	-	8,409,628
Transfer of net assets pursuant to spin-out (Note 2)	-	(11,828,963)	-	-	-	-	-	(11,828,963)
Finders' warrants issued pursuant to private placement	-	-	-	19,325	-	19,325	-	19,325
Shares issued pursuant to mill option agreement	407,997	273,358	-	-	-	-	-	273,358
Total comprehensive loss for the year	-	-	-	-	(333,452)	(333,452)	(1,144,525)	(1,477,977)
Balance, December 31, 2015	78,062,984	83,757,687	11,323,063	499,574	-	11,822,637	(59,597,627)	35,982,697

The accompanying notes are an integral part of these consolidated financial statements.

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

1. Nature of Operations

Almaden Minerals Ltd. (the "Company" or "Almaden") was formed by amalgamation under the laws of the Province of British Columbia, Canada on February 1, 2002. The Company is an exploration stage public company that is engaged directly in the exploration and development of exploration and evaluation properties in Canada, US and Mexico. The address of the Company's registered office is Suite 1710 –1177 West Hastings Street, Vancouver, BC, Canada V6E 2L3.

The Company is in the business of exploring and developing new mineral projects and has not yet determined whether these projects contain economically recoverable mineral reserves. The recoverability of amounts shown for exploration and evaluation assets is dependent upon the establishment of a sufficient quantity of economically recoverable reserves, the ability of the Company to obtain the necessary financing or participation of joint venture partners to complete development of the properties and upon future profitable production or proceeds from the disposition of exploration and evaluation assets.

2. Plan of arrangement

On July 31, 2015, the spin-out of Almadex Minerals Limited ("Almadex") became effective as all conditions to the statutory plan of arrangement (the "Plan of Arrangement") were satisfied or waived.

Pursuant to the Plan of Arrangement, Almaden's shareholders exchanged their existing common shares of Almaden and received one "new" Almaden common share and 0.6 common shares of Almadex.

The carrying value of the net assets transferred to Almadex, pursuant to the Plan of Arrangement consisted of the following assets and liabilities:

Assets:

Accounts receivable and prepaid expenses	\$ 142,731
Marketable securities ⁽¹⁾	357,672
Inventory	274,768
Investment in associate	2,108,408
Reclamation deposit	30,235
Contingent share receivable	47,100
Property, plant and equipment	622,971
Exploration and evaluation assets	2,128,240

Total assets

5,712,125

Liabilities:

Trade and other payables	(49,748)
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Carrying value of net assets

5,662,377

Fair value of net assets distributed

8,777,799

Gain on transfer of spin-out assets

\$ 3,115,422

⁽¹⁾ The carrying value of the marketable securities spun out on July 31, 2015, reflects their mark to market fair value less an unrealized gain formerly included in reserves representing the accumulated other comprehensive income on available-for-sale financial assets of \$162,812.

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

2. Plan of arrangement (Continued)

In accordance with IFRIC 17, Distribution of Non-cash Assets to Owners, the Company recognized the distribution of net assets to Almaden shareholders at fair value with the difference between that value and the carrying amount of the net assets recognized in the consolidated statement of comprehensive loss.

The Plan of Arrangement resulted in a reduction of share capital amounting to \$11,828,963 (\$8,777,799 fair value of net assets, \$3,000,000 cash paid by Almaden, and \$51,164 net contribution from spin-out assets).

The fair value of the net assets distributed was based on the share price of Almadex on August 14, 2015, its first day of trading, of \$0.20 per share multiplied by the total number of shares issued, 43,888,992.

Under the terms of the Plan of Arrangement, each issued and outstanding Almaden option and warrant has been adjusted to compensate the option and warrant holders for the assets spun-out. The exercise price paid has been allocated between the Company and Almadex on the same ratio that the fair market value of the spin-out assets has, to the fair market value of the assets of the Company. See Note 13 (c) and (d).

3. Basis of Presentation

(a) Statement of Compliance with International Financial Reporting Standards ("IFRS")

These consolidated financial statements have been prepared in accordance and compliance with IFRS as issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC").

(b) Basis of preparation

These consolidated financial statements have been prepared on a historical cost basis except for financial instruments classified as available-for-sale that have been measured at fair value.

These consolidated financial statements, including comparatives, have been prepared on the basis of IFRS standards that are effective as at December 31, 2015.

(c) Functional currency

The functional and reporting currency of the Company and its subsidiaries is the Canadian dollar.

(d) Significant accounting judgments and estimates

The preparation of these consolidated financial statements requires management to make judgements and estimates that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of expenses during the reporting period. Actual outcomes could differ from these judgements and estimates. The consolidated financial statements include judgements and estimates which, by their nature, are uncertain. The impacts of such judgements and estimates are pervasive throughout the consolidated financial statements, and may require accounting adjustments based on future occurrences. Revisions to accounting estimates are recognized in the period in which the estimate is revised and the revision affects both current and future periods.

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

3. Basis of Presentation (Continued)

(d) Significant accounting judgments and estimates (continued)

Significant assumptions about the future and other sources of judgements and estimates that management has made at the statement of financial position date, that could result in a material adjustment to the carrying amounts of assets and liabilities, in the event that actual results differ from assumptions made, relate to, but are not limited to, the following:

Critical Judgments

- The assessment that the Company has significant influence over the investment in Gold Mountain Mining Corporation (“Gold Mountain”) (Note 8) which results in the use of the equity method for accounting for this investment. In making their judgement, management considered its percentage ownership, the composition of the Board of Directors of Gold Mountain, the common directors and management between Gold Mountain and the Company and the intercompany transactions and relationship with Gold Mountain and concluded that significant influence exists.
- The analysis of the functional currency for each entity of the Company. In concluding that the Canadian dollar is the functional currency of the parent and its subsidiary companies, management considered the currency that mainly influences the cost of providing goods and services in each jurisdiction in which the Company operates. As no single currency was clearly dominant, the Company also considered secondary indicators including the currency in which funds from financing activities are denominated and the currency in which funds are retained.
- The determination that the carrying amount of the Tuligtic Project will be recovered through use rather than sale (Notes 12 and 18).

Estimates

- The recoverability of accounts receivable which is included in the consolidated statements of financial position;
- The carrying value of the marketable securities and the recoverability of the carrying value which are included in the consolidated statements of financial position;
- The carrying value of investment in associate, and the estimated annual gains or losses from income and dilution, and the recoverability of the carrying value which is included in the consolidated statements of financial position;
- The estimated useful lives of property, plant and equipment which are included in the consolidated statements of financial position and the related depreciation included in the consolidated statements of comprehensive loss;
- The value of the exploration and development costs which is recorded in the consolidated statements of financial position (Note 4(h));
- The Company uses the Black-Scholes option pricing model to determine the fair value of options and warrants in order to calculate share-based payments expense and the fair value of finders’ warrants. Certain inputs into the model are estimates that involve considerable judgment and are or could be affected by significant factors that are out of the Company’s control;

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

3. Basis of Presentation (Continued)

(d) Significant accounting judgments and estimates (continued)

- The provision for income taxes which is included in the consolidated statements of comprehensive loss and composition of deferred income tax assets and liabilities included in the consolidated statement of financial position.
- The assessment of indications of impairment of each exploration and evaluation asset and related determination of the net realizable value and write-down of those assets where applicable;
- The estimated fair value of contingent share payments receivable in the event that Gold Mountain achieves some or all of the specified resource and production levels described in Note 9(a);
- The estimated fair value of contingent share payments receivable in the event that Goldgroup Mining Inc. achieves some or all of the specified resource and production levels described in Note 9(b).

4. Significant Accounting Policies

(a) Basis of consolidation

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries as follows:

	<u>Jurisdiction</u>	<u>Nature of operations</u>
Puebla Holdings Inc.	Canada	holding company
Minera Gorrion, S.A. de C.V.	Mexico	exploration company
(i) Almaden America Inc.	USA	exploration company
(i) Republic Resources Ltd.	Canada	service company
(i) Ixtaca Precious Metals Inc.	Canada	holding company
(i) Pangeon Holdings Ltd.	Canada	holding company
(i) Almaden de Mexico, S.A. de C.V.	Mexico	exploration company
(i) Minera Gavilan, S.A. de C.V.	Mexico	exploration company
(i) Compania Minera Zapata, S.A. de C.V.	Mexico	exploration company
(i) Minera Alondra, S.A. de C.V.	Mexico	holding company

(i) Included in consolidation until July 31, 2015 due to Plan of Arrangement (Note 2).

Investments where the Company has the ability to exercise significant influence are accounted for using the equity method. Under this method, the Company's share of the investee's profit or loss is included in the statement of operations and its investments therein are adjusted by a like amount. Dividends received from these investments are credited to the investment. The Company's former 38.8% interest in Gold Mountain was accounted for using the equity method until the Plan of Arrangement.

Inter-company balances and transactions, including unrealized income and expenses arising from inter-company transactions, are eliminated in preparing the consolidated financial statements. Unrealized gains arising from transactions with equity accounted investees are eliminated against the investment to the extent of the Company's interest in the investee. Unrealized losses are eliminated in the same way as unrealized gains, but only to the extent that there is no evidence of impairment.

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

4. Significant Accounting Policies (Continued)

(b) Foreign currencies

Transactions in currencies other than the functional currency are recorded at the rates of exchange prevailing on dates of transactions. At each financial position reporting date, monetary assets and liabilities that are denominated in foreign currencies are translated at the rates prevailing at the date of the statement of financial position. Non-monetary items that are measured in terms of historical cost in a foreign currency are not retranslated.

(c) Financial instruments

Financial assets

The Company classifies its financial assets into one of the following categories, depending on the purpose for which the asset was acquired. The Company's accounting policy for each category is as follows:

Fair value through profit or loss - This category comprises derivatives including contingent shares receivable, or assets acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized in profit or loss.

Loans and receivables - These assets are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are carried at cost less any provision for impairment. Individually significant receivables are considered for impairment when they are past due or when other objective evidence is received that a specific counterparty will default. The Company classifies its cash and cash equivalents and accounts receivable as "loans and receivables".

Held-to-maturity investments - These assets are non-derivative financial assets with fixed or determinable payments and fixed maturities that the Company's management has the positive intention and ability to hold to maturity. These assets are measured at amortized cost using the effective interest method. If there is objective evidence that the investment is impaired, determined by reference to external credit ratings and other relevant indicators, the financial asset is measured at the present value of estimated future cash flows. Any changes to the carrying amount of the investment, including impairment losses, are recognized in profit or loss.

Available for sale - Non-derivative financial assets not included in the above categories and which include marketable securities are classified as available for sale. They are carried at fair value with changes in fair value recognized directly in other comprehensive income and equity. Where a decline in the fair value of an available for sale financial asset constitutes objective evidence of significant or prolonged decline in value, the amount of the loss is removed from equity and recognized in profit or loss.

All financial assets except for those at fair value through profit or loss are subject to review for impairment at least at each reporting date. Financial assets are impaired when there is any objective evidence that a financial asset or a group of financial assets is impaired. Different criteria to determine impairment are applied for each category of financial assets, which are described above.

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

4. Significant Accounting Policies (Continued)

(c) Financial instruments (continued)

Financial liabilities

The Company classifies its financial liabilities into one of two categories, depending on the purpose of the liability. The Company's accounting policy for each category is as follows:

Fair value through profit or loss - This category comprises derivatives, or liabilities acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statements of financial position at fair value with changes in fair value recognized in profit or loss.

Other financial liabilities - This category includes trade and other payables, all of which are recognized at amortized cost.

(d) Cash, cash equivalents and short-term investments

Cash equivalents include money market instruments which are readily convertible into cash or have maturities at the date of purchase of less than ninety days. Short-term investments include money market instruments with terms to maturity exceeding ninety days.

(e) Inventory

Inventory is valued at the lower of the average cost and estimated net realizable value.

(f) Property, plant and equipment

Property, plant and equipment are stated at cost and are depreciated annually on a declining-balance basis at the following rates:

Automotive equipment	30%
Furniture, fixtures and other	20%
Computer hardware and software	30%
Geological library	20%
Field equipment	20%
Drill equipment	20%

(g) Revenue recognition

Revenue is recognized to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. Revenue is measured at the fair value of the consideration received, excluding discounts, rebates and other sales tax or duty. The following specific recognition criteria must also be met before revenue is recognized:

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

4. Significant Accounting Policies (*Continued*)

(g) *Revenue recognition (continued)*

Interest income

Revenue is recognized as interest accrues (using the effective interest rate, that is, the rate that exactly discounts estimated future cash receipts through the expected life of the financial instrument to the net carrying amount of the financial asset).

Other income

Revenue from other income consists of office rental and contract exploration services provided to third parties and are recognized upon completion of the services for which the measurement of the consideration can be reasonably assured and the ultimate collection is reasonably assured.

(h) *Exploration and evaluation assets*

The Company is in the exploration stage with respect to its investment in exploration and evaluation assets and accordingly follows the practice of capitalizing all costs relating to the acquisition of, exploration for and development of mineral claims to which the Company has rights and crediting all proceeds received from farm-out arrangements or recovery of costs against the cost of the related claims. Such costs include, but are not exclusive to, geological, geophysical studies, exploratory drilling and sampling. At such time as commercial production commences, these costs will be charged to profit or loss on a unit-of-production method based on proven and probable reserves. The aggregate costs related to abandoned mineral claims are charged to profit or loss at the time of any abandonment or when it has been determined that there is evidence of an impairment.

The Company considers the following facts and circumstances in determining if it should test exploration and evaluation assets for impairment:

- (i) the period for which the Company has the right to explore in the specific area has expired during the period or will expire in the near future, and is not expected to be renewed;
- (ii) substantive expenditure on further exploration for and evaluation of mineral resources in the specific area is neither budgeted nor planned;
- (iii) exploration for and evaluation of mineral resources in the specific area have not led to the discovery of commercially viable quantities of mineral resources and the entity has decided to discontinue such activities in the specific area; and
- (iv) sufficient data exists to indicate that, although a development in the specific area is likely to proceed, the carrying amount of the exploration and evaluation assets is unlikely to be recovered in full from successful development or by sale.

An impairment charge relating to a exploration and evaluation asset is subsequently reversed when new exploration results or actual or potential proceeds on sale or farm-out of the property result in a revised estimate of the recoverable amount but only to the extent that this does not exceed the original carrying value of the property that would have resulted if no impairment had been recognized. General exploration costs in areas of interest in which the Company has not secured rights are expensed as incurred.

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

4. Significant Accounting Policies (Continued)

(h) Exploration and evaluation (continued)

The recoverability of amounts shown for exploration and evaluation assets is dependent upon the discovery of economically recoverable reserves, the ability of the Company to obtain financing to complete development of the properties, and on future production or proceeds of disposition.

The Company recognizes in income costs recovered on exploration and evaluation assets when amounts received or receivable are in excess of the carrying amount.

Expenditures are transferred to mining properties and leases or assets under construction once the technical feasibility and commercial viability of extracting a mineral resource are demonstrable and the work completed to date supports the future development of the property.

Once the technical feasibility and commercial viability of the extraction of mineral resources in an area of interest are demonstrable, exploration and evaluation assets attributable to that area of interest are first tested for impairment and then reclassified to mining property and development assets within property, plant and equipment.

All capitalized exploration and evaluation expenditures are monitored for indications of impairment.

Where a potential impairment is indicated, assessments are performed for each area of interest. To the extent that exploration expenditure is not expected to be recovered, it is charged to profit or loss. Exploration areas where reserves have been discovered, but require major capital expenditure before production can begin, are continually evaluated to ensure that commercial quantities of reserves exist or to ensure that additional exploration work is underway as planned.

(i) Impairment of property, plant and equipment

Property, plant and equipment are reviewed for impairment if there is any indication that the carrying amount may not be recoverable. If any such indication is present, the recoverable amount of the asset is estimated in order to determine whether impairment exists. Where the asset does not generate cash flows that are independent from other assets, the Company estimates the recoverable amount of the cash-generating unit to which the asset belongs.

An asset's recoverable amount is the higher of fair value less costs of disposal and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value, using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which estimates of future cash flows have not been adjusted.

If the recoverable amount of an asset or cash generating unit is estimated to be less than its carrying amount, the carrying amount is reduced to the recoverable amount by way of recording an impairment charge to profit or loss. Where an impairment subsequently reverses, the carrying amount is increased to the revised estimate of recoverable amount but only to the extent that this does not exceed the carrying value that would have been determined if no impairment had previously been recognized.

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

4. Significant Accounting Policies (Continued)

(j) Income taxes

Income tax expense comprises current and deferred tax. Current tax and deferred tax are recognized in profit or loss except to the extent that it relates to items recognized directly in equity or in other comprehensive income.

Current tax is the expected tax payable or receivable on the taxable income or loss for the year, using tax rates enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

Deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is not recognized for the following temporary differences: the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss, and differences relating to investments in subsidiaries and jointly controlled entities to the extent that it is probable that they will not reverse in the foreseeable future. In addition, deferred tax is not recognized for taxable temporary differences arising on the initial recognition of goodwill. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the reporting date.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realized simultaneously.

A deferred tax asset is recognized for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

(k) Share-based payments

The Company's stock option plan allows Company employees, directors, officers and consultants to acquire shares of the Company. The fair value of options granted is recognized as share-based payment expense with a corresponding increase in equity reserves. An individual is classified as an employee when the individual is an employee for legal or tax purposes (direct employee) or provides services similar to those performed by a direct employee.

Fair value is measured at grant date, and each tranche is recognized using the graded vesting method over the period during which the options vest. The fair value of the options granted is measured using the Black-Scholes option pricing model, taking into account the terms and conditions upon which the options were granted. At each financial position reporting date, the amount recognized as an expense is adjusted to reflect the actual number of stock options that are expected to vest. In situations where equity instruments are issued to consultants and some or all of the goods or services received by the entity as consideration cannot be specifically identified, they are measured at the fair value of the share-based payment. Otherwise, share-based payments are measured at the fair value of goods or services received.

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

4. Significant Accounting Policies (Continued)

(l) Share capital

Proceeds from the exercise of stock options and warrants are recorded as share capital in the amount for which the option or warrant enabled the holder to purchase a share in the Company, in addition to the proportionate amount of reserves originally created at the issuance of the stock options or warrants. Share capital issued for non-monetary consideration is valued at the closing market price at the date of issuance. The proceeds from the issuance of units are allocated between common shares and common share purchase warrants based on the residual value method. Under this method, the proceeds are allocated to common shares based on the fair value of a common share at the announcement date of the unit offering and any residual remaining is allocated to common share purchase warrants.

(m) Reclamation and closure cost obligations

Decommissioning and restoration provisions are recorded when a present legal or constructive obligation exists as a result of past events where it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate of the amount of the obligation can be made.

The amount recognized as a provision is the best estimate of the consideration required to settle the present obligation at the reporting date, taking into account the risks and uncertainties surrounding the obligation and discount rates. Where a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows discounted for the market discount rate.

Over time the discounted liability is increased for the changes in the present value based on the current market discount rates and liability risks. When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, the receivable is recognized as an asset if it is virtually certain that reimbursement will be received and the amount receivable can be measured reliably.

At December 31, 2015, the Company has \$Nil (2014 - \$12,500) of reclamation deposits held with the Ministry of Mines of British Columbia and \$Nil (2014 - \$22,048) of reclamation deposits held with the State of Nevada. These assets were transferred to Almadex as detailed in the Plan of Arrangement on July 31, 2015 (Note 2).

When the Company enters into an option agreement on its exploration and evaluations assets, as part of the option agreement, responsibility for any reclamation and remediation becomes the responsibility of the optionee.

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

4. Significant Accounting Policies (Continued)

(n) Net loss per share

The Company presents the basic and diluted net loss per share data for its common shares, calculated by dividing the loss attributable to common shareholders of the Company by the weighted average number of common shares outstanding during the period. Diluted net loss per share is determined by adjusting the net loss attributable to common shareholders and the weighted average number of common shares outstanding for the effects of all dilutive potential common shares (Note 16).

(o) Application of new and revised accounting standards effective January 1, 2015

The Company has applied the amendments to IFRSs included in the Annual Improvements to IFRSs 2010-2012 Cycle and 2011-2013 Cycle which were effective for annual periods beginning on or after July 1, 2014. The amendments did not have an impact on the Company's consolidated financial statements. The Company has not early adopted any other amendment, standard or interpretation that has been issued by the IASB but is not yet effective.

(p) Future accounting standards

Certain pronouncements were issued by the IASB or IFRIC but are not yet effective as at December 31, 2015. The Company intends to adopt these standards and interpretations when they become effective. The Company does not expect these standards to have an impact on its consolidated financial statements. Pronouncements that are not applicable to the Company have been excluded from those described below.

The following are the accounting standards issued but not yet effective, as of January 1, 2016.

Revenue recognition

IFRS 15 - In May 2014, the IASB issued IFRS 15 – Revenue from Contracts with Customers ("IFRS 15") which supersedes IAS 11 – Construction Contracts; IAS 18 – Revenue; IFRIC 13 – Customer Loyalty Programmes; IFRIC 15 – Agreements for the Construction of Real Estate; IFRIC 18 – Transfers of Assets from Customers; and SIC 31 – Revenue – Barter Transactions involving Advertising Services. IFRS 15 establishes a single five-step model framework for determining the nature, amount, timing and uncertainty of revenue and cash flows arising from a contract with a customer. The standard is effective for annual periods beginning on or after January 1, 2017, with early adoption permitted. The Company is currently considering the impact, if any, of the standard on its future consolidated financial statements.

Financial instruments

IFRS 9 - In July 2014, the IASB issued the final version of IFRS 9 – Financial Instruments ("IFRS 9") to replace IAS 39 – Financial Instruments: Recognition and Measurement. IFRS 9 provides a revised model for recognition and measurement of financial instruments and a single, forward-looking 'expected loss' impairment model. IFRS 9 also includes a substantially reformed approach to hedge accounting. The standard is effective for annual periods beginning on or after January 1, 2018, with early adoption permitted. The Company is currently considering the impact, if any, of the final standard on its future consolidated financial statements.

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4. Significant Accounting Policies (Continued)

(p) Future accounting standards (continued)

Leases

IFRS 16 - In January 2016, the IASB issued IFRS 16 – Leases ("IFRS 16") which replaces IAS 17 – Leases and its associated interpretative guidance. IFRS 16 applies a control model to the identification of leases, distinguishing between a lease and a service contract on the basis of whether the customer controls the asset being leased. For those assets determined to meet the definition of a lease, IFRS 16 introduces significant changes to the accounting by lessees, introducing a single, on-balance sheet accounting model that is similar to current finance lease accounting, with limited exceptions for short-term leases or leases of low value assets. Lessor accounting remains similar to current accounting practice. The standard is effective for annual periods beginning on or after January 1, 2019, with early application permitted for entities that apply IFRS 15. The Company is currently evaluating the impact the final standard is expected to have on its consolidated financial statements. The Company is currently considering the impact, if any, of the standard on its future consolidated financial statements.

The Company has not early adopted these new and amended standards and is currently assessing the impact that these standards will have on the consolidated financial statements.

5. Accounts Receivable and Prepaid Expenses

Accounts receivable and prepaid expenses consist of the following:

	December 31, 2015	December 31, 2014
Accounts receivable	\$ 235,983	\$ 342,270
Allowance for doubtful accounts	-	(79,485)
Prepaid expenses	147,481	151,095
	<u>\$ 383,464</u>	<u>\$ 413,880</u>

At December 31, 2015, the Company has recorded value added taxes of \$159,689 (2014 - \$378,819) in exploration and evaluation assets as the value added tax relates to certain projects and will be recovered when the assets are sold.

6. Marketable Securities

Marketable securities consist of equity securities over which the Company does not have control or significant influence. Marketable securities are designated as available for sale and valued at fair value. Unrealized gains and losses due to year end revaluation to fair value, other than those determined to be other than significant or prolonged losses are recorded as other comprehensive income or loss. During the year ended December 31, 2015, the Company determined that \$162,000 (2014 - \$405,903) of unrealized loss recorded in available for sale financial assets was a result of significant or prolonged losses. These assets were transferred to Almadex as detailed in the Plan of Arrangement on July 31, 2015 (Note 2). The fair value on July 31, 2015 was \$357,672.

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7. Inventory

Inventory consisted of 1,597 ounces of gold which is valued at the lower of average cost of mining and estimated net realizable value. The market value of the gold at December 31, 2015 is \$Nil (2014 - \$2,200,086). This asset was transferred to Almadex as detailed in the Plan of Arrangement on July 31, 2015 (Note 2).

8. Investment in Associate

Gold Mountain Mining Corporation (“Gold Mountain”)

On July 26, 2011, the Company closed an Asset Sale Agreement under which Gold Mountain acquired 100% of the Elk gold deposit in Merritt, British Columbia and Almaden retains a 2% NSR (“Net Smelter Return”) royalty in the project. Under the terms of the agreement, Almaden received 35 million common shares of Gold Mountain including contingently issuable shares and recorded a gain on sale in the amount of \$4,122,166 and management’s best estimate of the fair value of the contingently issuable shares of \$144,000 as described in Note 9(a). Concurrent with the transaction, Almaden sold 8.25 million common shares of Gold Mountain to third parties at \$0.355 per share for gross proceeds of \$2,928,750 resulting in no gain or loss on sale. Upon completion of the transaction, Duane Poliquin (Chairman and Director of Almaden) and Morgan Poliquin (CEO and Director of Almaden) became directors of Gold Mountain.

Almaden is accounting for this investment using the equity method as the Company has determined that significant influence exists. Almaden has recorded its equity share of Gold Mountain’s loss during the year ended December 31, 2015 in the amount of a loss of \$95,892 (2014 - \$135,209 loss; 2013 - \$818,889 loss). At year ended December 31, 2015, the Company wrote down its investment in associates to its fair value and recorded impairment charges of \$470,700 (2014 - \$6,637,288; 2013 - \$Nil) as the decline in value was considered significant and prolonged. The investment in associate was transferred to Almadex as detailed in the Plan of Arrangement on July 31, 2015 (Note 2).

The continuity of the Company’s investment in associate for the years ended December 31, 2015, 2014 and 2013 is as follows:

	2015	2014	2013
Balance, beginning of year	\$ 2,675,000	\$ 9,447,497	\$ 10,266,386
Company’s share of net loss	(95,892)	(135,209)	(818,889)
Impairment	(470,700)	(6,637,288)	-
Transfer to Almadex	(2,108,408)	-	-
Balance, end of year	\$ -	\$ 2,675,000	\$ 9,447,497

The following table summarizes the financial information of Gold Mountain for its year ended December 31, 2015 and 2014:

	2015	2014
Current assets	\$ -	\$ 3,085,070
Non-current assets	\$ -	\$ 27,661,031
Current liabilities	\$ -	\$ 40,827
Non-current liabilities	\$ -	\$ 1,664,608
Revenue	\$ -	\$ 9,953
Loss	\$ -	\$ 379,047

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9. Contingent Shares Receivable

(a) Gold Mountain Mining Corporation

As part of the Asset Sale Agreement with Gold Mountain (Note 8), Almaden received an additional 2,000,000 common shares held in escrow subject to the following conditions:

- i. 1,000,000 common shares upon the establishment of one million ounces of measured or indicated reserves of gold on the property; and
- ii. 1,000,000 common shares upon the establishment of an additional one million ounces of measured and indicated reserves of gold on the property.

Any of the foregoing shares not released from escrow by July 26, 2016 will be cancelled. The Company has recorded a contingent share receivable of \$Nil (2014 - \$15,000) based on management's best estimate of the fair value of the common shares as at December 31, 2015 and a gain on fair value adjustment of \$Nil (2014 - \$1,500; 2013 - \$76,500) in the statement of comprehensive loss. This asset was transferred to Almadex as detailed in the Plan of Arrangement on July 31, 2015 (Note 2).

(b) Goldgroup Mining Inc.

On October 14, 2011, the Company completed the sale of its 30% interest in the Caballo Blanco property to Goldgroup Mining Inc. ("Goldgroup"). The Company retains in its Mexican subsidiary an undivided 1.5% NSR in Caballo Blanco. In consideration, Goldgroup paid to Almaden cash consideration of US\$2.5 million and issued 7 million of its common shares. An additional 7 million common shares will be issued to Almaden under the following conditions:

- i. 1,000,000 common shares upon commencement of commercial production on the Caballo Blanco project,
- ii. 2,000,000 common shares upon measured and indicated resources including cumulative production reaching 2,000,000 ounces of gold,
- iii. 2,000,000 common shares upon measured, indicated and inferred resources including cumulative production reaching 5,000,000 ounces of gold, and
- iv. 2,000,000 common shares upon measured, indicated and inferred resources including cumulative production reaching 10,000,000 ounces of gold.

On December 24, 2014, Goldgroup sold Caballo Blanco to Timmins Gold Corp ("Timmins"). If Timmins achieves the above conditions, management believes that the bonus common shares will continue to be payable from Goldgroup.

The Company has recorded a contingent share receivable of \$Nil (2014 - \$54,600) based on management's best estimate of the fair value of the common shares as at December 31, 2015 and a loss on fair value adjustment in the statements of comprehensive loss during the year ended December 31, 2015 of \$22,500 (2014 - \$23,400; 2013 - \$117,000). This asset was transferred to Almadex as detailed in the Plan of Arrangement on July 31, 2015 (Note 2).

Almaden Minerals Ltd.

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10. Deposit on Mill Equipment

On October 19, 2015, the Company entered into a Mill Purchase Option Agreement to acquire the Rock Creek mill. Pursuant to the agreement, Almaden has the exclusive right and option to purchase the mill for a total of US\$6,500,000, subject to adjustment in certain circumstances (the "Option").

On November 25, 2015, the Company issued 407,997 common shares at a fair value of \$0.67 per share, for a total fair value of \$273,358.

In order to exercise the Option, Almaden must make option payments according to the following schedule:

On execution of agreement:	US\$250,000 (Paid October 21, 2015)
On or before December 31, 2015:	US\$250,000 (Paid December 29, 2015)
On or before March 31, 2016:	US\$250,000 (Paid March 17, 2016)
On or before June 15, 2017:	US\$2,000,000
On or before June 15, 2018:	US\$3,750,000

Almaden Minerals Ltd.

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11. Property, Plant and Equipment

	Automotive equipment	Furniture, fixtures and other	Computer hardware	Computer software	Geological library	Field equipment	Drill equipment	Total
	\$	\$	\$	\$	\$	\$	\$	\$
Cost								
December 31, 2014	541,260	166,376	343,129	215,325	65,106	461,498	1,534,988	3,327,682
Additions	-	1,329	1,187	-	-	-	-	2,516
Disposal	-	(32,642)	(126,150)	(39,315)	-	(59,479)	-	(257,586)
December 31, 2015	541,260	135,063	218,166	176,010	65,106	402,019	1,534,988	3,072,612
Accumulated depreciation								
December 31, 2014	455,039	157,273	302,583	167,320	60,202	339,880	965,014	2,447,311
Disposal	-	(28,532)	(116,703)	(36,778)	-	(52,881)	-	(234,894)
Depreciation	16,314	1,953	12,341	14,401	962	19,018	66,497	131,486
December 31, 2015	471,353	130,694	198,221	144,943	61,164	306,017	1,031,511	2,343,903
Transfer to Almadex as per plan of arrangement (Note 2)	(63,049)				(200)	(56,245)	(503,477)	(622,971)
Carrying amounts								
December 31, 2014	86,221	9,103	40,546	48,005	4,904	121,618	569,974	880,371
December 31, 2015	6,858	4,369	19,945	31,067	3,742	39,757	-	105,738

At December 31, 2015, the Company disposed property, plant and equipment for \$Nil proceeds and recorded a loss on sale of property, plant and equipment of \$22,692 in the consolidated statements of comprehensive loss.

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

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11. Property, Plant and Equipment (Continued)

	Automotive equipment	Furniture, fixtures and other	Computer hardware	Computer software	Geological library	Field equipment	Drill equipment	Total
	\$	\$	\$	\$	\$	\$	\$	\$
Cost								
December 31, 2013	541,260	166,376	330,090	214,812	65,106	452,110	1,534,988	3,304,742
Additions	-	-	13,039	513	-	9,388	-	22,940
Disposals	-	-	-	-	-	-	-	-
December 31, 2014	541,260	166,376	343,129	215,325	65,106	461,498	1,534,988	3,327,682
Accumulated depreciation								
December 31, 2013	418,088	154,997	288,001	146,856	58,976	312,233	822,521	2,201,672
Disposals	-	-	-	-	-	-	-	-
Depreciation	36,951	2,276	14,582	20,464	1,226	27,647	142,493	245,639
December 31, 2014	455,039	157,273	302,583	167,320	60,202	339,880	965,014	2,447,311
Carrying amounts								
December 31, 2013	123,172	11,379	42,089	67,956	6,130	139,877	712,467	1,103,070
December 31, 2014	86,221	9,103	40,546	48,005	4,904	121,618	569,974	880,371

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12. Exploration and Evaluation Assets

	Tuligtic	EI Cobre	ATW	Willow	Other Properties	Total
	\$	\$	\$	\$	\$	\$
Exploration and evaluation assets						
Acquisition costs						
Opening balance (December 31, 2014)	2,370,679	47,261	1	1	13,044	2,430,986
Additions	831,455	-	-	-	119	831,574
Impairment of deferred acquisition costs	-	-	-	-	-	-
Closing balance (December 31, 2015)	3,202,134	47,261	1	1	13,163	3,262,560
Deferred exploration costs						
Opening balance (December 31, 2014)	24,287,724	1,456,727	-	-	469,321	26,213,772
Costs incurred during the year:						
Drilling and related costs	327,084	29,121	-	-	6,145	362,350
Professional/technical fees	249,614	13,111	-	-	17,352	280,077
Claim maintenance/lease cost	206,441	78,316	-	-	98,738	383,495
Geochemical, metallurgy	604,653	19,882	-	-	-	624,535
Technical studies	487,288	4,016	-	-	-	491,304
Travel and accommodation	254,072	-	-	-	-	254,072
Geology, geophysics, exploration	405,352	5,418	-	-	170	410,940
Supplies and misc.	19,608	-	-	-	-	19,608
Reclamation, environmental	119,673	-	-	-	-	119,673
Value-added tax	190,197	-	-	-	(30,508)	159,689
Recovery of exploration cost	-	-	-	-	(2,950)	(2,950)
Contribution from spin out assets (1)	184,169	-	-	-	-	184,169
Impairment of deferred exploration costs	-	-	-	-	(97,044)	(97,044)
	3,048,151	149,864	-	-	(8,097)	3,189,918
Closing balance (December 31, 2015)	27,335,875	1,606,591	-	-	461,224	29,403,690
Less amount transferred to Almadex as per Plan of Arrangement July 31, 2015 (Note 2)		(1,653,852)	(1)	(1)	(474,386)	(2,128,240)
Total exploration and evaluation assets	30,538,009	-	-	-	1	30,538,010

- (1) Contribution from spin-out assets relates to historical equipment rental fees paid by the Company that were previously eliminated due to an intercompany relationship which is now a third party relationship.

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12. Exploration and Evaluation Assets (Continued)

	Tuligtic	EI Cobre	ATW	Willow	Other Properties	Total
Exploration and evaluation assets	\$	\$	\$	\$	\$	\$
Acquisition costs						
Opening balance (December 31, 2013)	1,232,765	47,261	46,451	148,254	13,045	1,487,776
Additions	1,137,914	-	-	-	1,015	1,138,929
Impairment of deferred acquisition costs	-	-	(46,450)	(148,253)	(1,016)	(195,719)
Closing balance (December 31, 2014)	2,370,679	47,261	1	1	13,044	2,430,986
Deferred exploration costs						
Opening balance (December 31, 2013)	19,131,734	1,315,226	1,423,530	700,688	388,195	22,959,373
Costs incurred during the year:						
Drilling and related costs	1,448,003	-	-	-	-	1,448,003
Professional/technical fees	267,219	43,628	-	-	19,186	330,033
Claim maintenance/lease cost	248,142	58,321	23,712	25,956	117,640	473,771
Geochemical, metallurgy	387,705	735	-	-	19,056	407,496
Technical studies	1,112,037	-	-	-	-	1,112,037
Travel and accommodation	377,900	6,260	-	-	7,255	391,415
Geology, geophysics, exploration	812,043	27,272	-	-	89,054	928,369
Supplies and misc.	14,236	5,285	72	-	6,545	26,138
Reclamation, environmental	129,108	-	-	-	-	129,108
Water exploration	4,155	-	-	-	-	4,155
Value-added tax	355,442	-	-	-	23,377	378,819
Impairment of deferred exploration costs	-	-	(1,447,314)	(726,644)	(200,987)	(2,374,945)
	5,155,990	141,501	(1,423,530)	(700,688)	81,126	3,254,399
Closing balance (December 31, 2014)	24,287,724	1,456,727	-	-	469,321	26,213,772
Total exploration and evaluation assets	26,658,403	1,503,988	1	1	482,365	28,644,758

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12. Exploration and Evaluation Assets (Continued)

The following is a description of the Company's most significant property interests and related spending commitments:

(a) Tuligtic

In 2001, the Company acquired by staking a 100% interest in the Tuligtic property in Puebla, Mexico. The property contains the Ixtaca Zone.

(b) Other:

The Company holds a 40% carried interest in the Logan property located in the Yukon Territory, Canada. The project is carried at a nominal value of \$1.

El Cobre, ATW, Willow, and other properties were transferred to Almadex as detailed in the Plan of Arrangement on July 31, 2015 (Note 2).

13. Share Capital and Reserves

(a) Authorized share capital

At December 31, 2015, the authorized share capital comprised an unlimited number of common shares. The common shares do not have a par value. All issued shares are fully paid.

(b) Details of private placement and other issues of common shares in 2015 and 2014

On November 25, 2015, the Company issued 407,997 common shares at a fair value of \$0.67 per share as a payment for the Mill Purchase Option Agreement (Note 10).

On November 17, 2015, the Company closed a non-brokered private placement by the issuance of 4,506,666 units at a price of \$0.75 per unit for gross proceeds to the Company of \$3,380,000. Each unit consists of one common share and one-half of one non-transferable common share purchase warrant. Each whole warrant allows the holder to purchase one common share of the Company at a price of \$1.00 per share until November 17, 2017. A finder's fee of \$73,550 in cash and finder's warrants to purchase up to 35,200 common shares at a price of \$0.77 per common share until November 17, 2017 was paid on a portion of the placement. The fair value of the finders' warrants was \$5,984. In connection with the private placement, the Company also incurred \$43,075 share issue costs. \$3,199,733 of the proceeds from the private placement was allocated to share capital, and \$180,267 to the warrants under the residual value method.

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Notes to the consolidated financial statements

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13. Share Capital and Reserves (Continued)

(b) Details of private placement and other issues of common shares in 2015 and 2014 (Continued)

On February 11, 2015, the Company closed a non-brokered private placement by the issuance of 4,420,000 units at a price of \$1.25 per unit for gross proceeds to the Company of \$5,525,000. Each unit consists of one common share and one-half of one non-transferable common share purchase warrant. Each whole warrant allows the holder to purchase one common share of the Company at a price of \$2.00 per share until February 11, 2016. A finder's fee of \$212,626 in cash and finder's warrants to purchase up to 49,410 common shares at a price of \$1.28 per common share until February 11, 2016 was paid on a portion of the placement. The fair value of the finders' warrants was \$13,341. In connection with the private placement, the Company also incurred \$146,796 share issue costs. The proceeds of the private placement were allocated entirely to share capital.

On August 1, 2014, the Company closed a non-brokered private placement by the issuance of 4,000,000 units at a price of \$1.50 per unit for gross proceeds to the Company of \$6,000,000 less share issue costs of \$256,111. Each unit consists of one common share and one-half of one non-transferable common share purchase warrant. Each whole warrant allows the holder to purchase one common share at a price of \$2.00 per common share until August 1, 2015. A finder's fee of \$107,400 in cash and finder's warrants to purchase up to 48,000 common shares at a price of \$1.50 per common share until August 1, 2015 was paid on a portion of the placement. The fair value of the finders' warrants was \$15,361. In connection with the private placement, the Company also incurred \$133,350 share issue costs. The proceeds of the private placement were allocated to share capital and \$Nil value to the warrants under the residual value method.

(c) Warrants

The continuity of warrants for the years ended December 31, 2015, 2014 and 2013 are as follows:

Expiry date	Exercise Price	December 31, 2014	Granted	Exercised	Expired/cancelled	December 31, 2015
August 1, 2015	\$ 1.50	48,000	-	-	(48,000)	-
August 1, 2015	\$ 2.00	2,000,000	-	-	(2,000,000)	-
July 17, 2016	* \$ 1.58	4,376,000	-	-	-	4,376,000
July 17, 2016	* \$ 1.32	186,000	-	-	-	186,000
February 11, 2016	* \$ 1.76	-	2,210,000	-	-	2,210,000
February 11, 2016	* \$ 1.12	-	49,410	-	-	49,410
November 17, 2017	\$ 1.00	-	2,253,334	-	-	2,253,334
November 17, 2017	\$ 0.77	-	35,200	-	-	35,200
		6,610,000	4,547,944	-	(2,048,000)	9,109,944
Weighted average exercise price		\$ 1.70	\$ 1.37	-	\$ 1.99	\$ 1.47

* On August 28, 2015, the Company adjusted the exercise price on outstanding warrants proportionately to reflect the value transferred to Almadex. The weighted average exercise price as at December 31, 2014 changed, from \$1.65 to \$1.70.

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13. Share Capital and Reserves (Continued)

(c) Warrants (Continued)

Expiry date	Exercise Price	December 31, 2013	Granted	Exercised	Expired/ cancelled	December 31, 2014
July 17, 2016*	\$ 1.50	4,376,000		-	-	4,376,000
July 17, 2016	\$ 1.50	186,000				186,000
August 1, 2015	\$ 1.50		48,000			48,000
August 1, 2015	\$ 2.00		2,000,000			2,000,000
		4,562,000	2,048,000	-	-	6,610,000
Weighted average exercise price		\$ 1.50	\$ 1.99	-	-	\$1.65

* Exercise price is increased to \$1.80 per share if the warrants are not exercised by January 17, 2015. Since these warrants were not exercised by January 17, 2015, the exercise price has increased to \$1.80 per share.

Expiry date	Exercise Price	December 31, 2012	Granted	Exercised	Expired/ cancelled	December 31, 2013
July 17, 2016*	\$ 1.50	-	4,376,000	-	-	4,376,000
July 17, 2016	\$ 1.50	-	186,000	-	-	186,000
			4,562,000			4,562,000
Weighted average exercise price			\$ 1.50			\$ 1.50

The weighted average fair value of warrants granted during the years ended December 31, 2015, 2014 and 2013 calculated using the Black-Scholes model at issue date, are as follows:

Weighted average assumptions used

Number of warrants	Date of issue	Fair value per share	Risk free interest rate	Expected life (in years)	Expected volatility	Expected dividends
35,200	November 17, 2015	\$ 0.17	0.38%	2	47.77%	\$Nil
49,410	February 11, 2015	\$ 0.27	0.56%	1	40.83%	\$Nil
48,000	August 1, 2014	\$ 0.32	1.00%	1	49.30%	\$Nil
186,000	July 17, 2013	\$ 0.58	1.39%	3	55.95%	\$Nil

(d) Share purchase option compensation plan

The Company's stock option plan permits the issuance of options up to a maximum of 10% of the Company's issued share capital. Stock options issued to any consultant or person providing investor relations services cannot exceed 2% of the issued and outstanding common shares in any twelve month period. At December 31, 2015, the Company had reserved 45,298 stock options that may be granted. The exercise price of any option cannot be less than the volume weighted average trading price of the shares for the five trading days immediately preceding the date of the grant. The maximum term of all options is five years. The Board of Directors determines the term of the option (to a maximum of five years) and the time during which any option may vest. Options granted to consultants or persons providing investor relations services shall vest in stages with no more than 25% of such option being exercisable in any three month period.

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13. Share Capital and Reserves (Continued)

(d) Share purchase option compensation plan

All options granted during the years ended December 31, 2015, 2014 and 2013 vested on the date granted. The continuity of stock options for the years ended December 31, 2015, 2014 and 2013 are as follows:

Expiry date	Exercise price	December 31, 2014	Granted	Exercised	Expired / cancelled	December 31, 2015
January 4, 2015	\$ 1.14	970,000	-	-	(970,000)	-
February 22, 2015	\$ 2.26	20,000	-	-	(20,000)	-
April 25, 2015	\$ 1.67	25,000	-	-	(25,000)	-
June 21, 2015	\$ 1.00	140,000	-	-	(140,000)	-
July 16, 2015	\$ 0.92	200,000	-	-	(200,000)	-
August 27, 2015	\$ 2.22	205,000	-	-	(205,000)	-
September 20, 2015	* \$ 2.34	100,000	-	-	(100,000)	-
November 22, 2015	* \$ 2.40	75,000	-	-	(75,000)	-
May 6, 2016	* \$ 1.33	65,000	-	-	-	65,000
June 8, 2016	* \$ 2.89	2,270,000	-	-	(125,000)	2,145,000
July 14, 2016	* \$ 1.37	150,000	-	-	(20,000)	130,000
August 15, 2016	* \$ 2.57	150,000	-	-	-	150,000
October 10, 2016	* \$ 1.23	150,000	-	-	-	150,000
January 6, 2017	* \$ 0.98	-	1,180,000	-	-	1,180,000
May 4, 2017	* \$ 1.91	225,000	-	-	(25,000)	200,000
June 8, 2017	* \$ 1.98	75,000	-	-	-	75,000
August 26, 2017	* \$ 0.74	-	1,445,000	-	-	1,445,000
September 11, 2017	* \$ 2.31	500,000	-	-	-	500,000
November 22, 2017	* \$ 2.22	100,000	-	-	-	100,000
April 4, 2018	* \$ 1.74	90,000	-	-	-	90,000
June 18, 2018	* \$ 1.46	250,000	-	-	-	250,000
December 11, 2018	\$ 0.72	-	756,000	-	-	756,000
January 2, 2019	* \$ 1.04	375,000	-	-	-	375,000
July 2, 2019	* \$ 1.32	150,000	-	-	-	150,000
Options outstanding and exercisable		6,285,000	3,381,000	-	(1,905,000)	7,761,000
Weighted average exercise price		\$ 2.05	\$ 0.82	-	\$ 1.48	\$ 1.65

* On August 20, 2015, the Company adjusted the exercise price on outstanding stock options proportionately to reflect the value transferred to Almadex. The weighted average exercise price as at December 31, 2014 changed, from \$2.29 to \$2.05.

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

13. Share Capital and Reserves (Continued)

(d) Share purchase option compensation plan (continued)

Expiry date	Exercise price	December 31, 2013	Granted	Exercised	Expired / cancelled	December 31, 2014
May 4, 2014	\$2.18	65,000	-	-	(65,000)	-
July 13, 2014	\$1.96	170,000	-	-	(170,000)	-
November 22, 2014	\$2.53	60,000	-	-	(60,000)	-
November 25, 2014	\$0.81	150,000	-	(150,000)	-	-
January 4, 2015	\$1.14	970,000	-	-	-	970,000
February 22, 2015	\$2.26	20,000	-	-	-	20,000
April 25, 2015	\$1.67	25,000	-	-	-	25,000
June 21, 2015	\$1.00	140,000	-	-	-	140,000
July 16, 2015	\$0.92	200,000	-	-	-	200,000
August 27, 2015	\$2.22	205,000	-	-	-	205,000
September 20, 2015	\$2.67	100,000	-	-	-	100,000
November 22, 2015	\$2.73	75,000	-	-	-	75,000
May 6, 2016	\$1.51	-	65,000	-	-	65,000
June 8, 2016	\$3.29	2,270,000	-	-	-	2,270,000
July 14, 2016	\$1.56	-	150,000	-	-	150,000
August 15, 2016	\$2.93	150,000	-	-	-	150,000
October 10, 2016	\$1.40	-	150,000	-	-	150,000
May 4, 2017	\$2.18	225,000	-	-	-	225,000
June 8, 2017	\$2.25	75,000	-	-	-	75,000
September 11, 2017	\$2.63	500,000	-	-	-	500,000
November 22, 2017	\$2.53	100,000	-	-	-	100,000
April 4, 2018	\$1.98	90,000	-	-	-	90,000
June 18, 2018	\$1.66	250,000	-	-	-	250,000
January 2, 2019	\$1.19	-	375,000	-	-	375,000
July 2, 2019	\$1.50	-	150,000	-	-	150,000
Options outstanding and exercisable		5,840,000	890,000	(150,000)	(295,000)	6,285,000
Weighted average exercise price		\$2.38	\$1.36	\$0.81	\$2.12	\$2.29

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

13. Share Capital and Reserves (Continued)

(d) Share purchase option compensation plan (continued)

Expiry date	Exercise price	December 31, 2012	Granted	Exercised	Expired / cancelled	December 31, 2013
March 17, 2013	\$2.35	40,000	-	(25,000)	(15,000)	-
April 12, 2013	\$2.36	25,000	-	-	(25,000)	-
December 29, 2013	\$0.68	125,000	-	(125,000)	-	-
May 4, 2014	\$2.18	65,000	-	-	-	65,000
July 13, 2014	\$1.96	170,000	-	-	-	170,000
November 22, 2014	\$2.53	60,000	-	-	-	60,000
November 25, 2014	\$0.81	150,000	-	-	-	150,000
January 4, 2015	\$1.14	1,040,000	-	(70,000)	-	970,000
February 22, 2015	\$2.26	-	20,000	-	-	20,000
April 25, 2015	\$1.67	-	25,000	-	-	25,000
June 21, 2015	\$1.00	140,000	-	-	-	140,000
July 16, 2015	\$0.92	200,000	-	-	-	200,000
August 27, 2015	\$2.22	205,000	-	-	-	205,000
September 20, 2015	\$2.67	100,000	-	-	-	100,000
November 22, 2015	\$2.73	125,000	-	-	(50,000)	75,000
June 8, 2016	\$3.29	2,320,000	-	-	(50,000)	2,270,000
August 15, 2016	\$2.93	200,000	-	-	(50,000)	150,000
May 4, 2017	\$2.18	250,000	-	-	(25,000)	225,000
June 8, 2017	\$2.25	75,000	-	-	-	75,000
September 11, 2017	\$2.63	500,000	-	-	-	500,000
November 22, 2017	\$2.53	100,000	-	-	-	100,000
April 4, 2018	\$1.98	-	90,000	-	-	90,000
June 18, 2018	\$1.66	-	250,000	-	-	250,000
Options outstanding and exercisable		5,890,000	385,000	(220,000)	(215,000)	5,840,000
Weighted average exercise price		\$2.39	\$1.77	\$1.02	\$2.77	\$2.38

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

13. Share Capital and Reserves (Continued)

(d) Share purchase option compensation plan (continued)

The weighted average fair value of options granted during the years ended December 31, 2015, 2014, and 2013, calculated using the Black-Scholes model at grant date, are as follows:

Number of options	Date of grant	Weighted average assumptions used				
		Fair value per share	Risk free interest rate	Expected life (in years)	Expected volatility	Expected dividends
756,000	December 11, 2015	\$0.29	0.40%	3	55.79%	\$Nil
1,445,000	August 26, 2015	\$0.20	0.53%	2	58.76%	\$Nil
1,180,000	January 6, 2015	\$0.37	0.56%	2	52.37%	\$Nil
150,000	October 10, 2014	\$0.40	0.99%	2	51.09%	\$Nil
150,000	July 14, 2014	\$0.46	1.08%	2	52.55%	\$Nil
150,000	July 2, 2014	\$0.83	1.47%	5	66.05%	\$Nil
65,000	May 6, 2014	\$0.42	1.08%	2	52.61%	\$Nil
375,000	January 2, 2014	\$0.76	1.43%	5	68.01%	\$Nil
250,000	June 18, 2013	\$1.01	1.62%	5	78.71%	\$Nil
25,000	April 25, 2013	\$0.51	1.19%	2	48.19%	\$Nil
90,000	April 4, 2013	\$1.17	1.62%	5	78.27%	\$Nil
20,000	February 22, 2013	\$0.57	0.99%	2	50.12%	\$Nil

14. Related Party Transactions and Balances

(a) Compensation of key management personnel

Key management includes members of the Board, the President and Chief Executive Officer, the Chief Financial Officer and the Vice President, Corporate Development (Effective September 22, 2014). The aggregate compensation paid or payable to key management for services is as follows:

	December 31, 2015	December 31, 2014	December 31, 2013
Salaries, fees and benefits	\$ 845,952 ⁽ⁱ⁾	\$ 738,125 ⁽ⁱ⁾	\$ 690,700 ⁽ⁱ⁾
Share-based payments	725,165	469,500	340,250
Director's fees	48,000	48,000	48,000
	\$ 1,619,117	\$ 1,255,625	\$ 1,078,950

⁽ⁱ⁾ For the year ended December 31, 2015, Hawk Mountain Resources Ltd. ("Hawk Mountain"), a private company of which the Chairman of the Company is a shareholder, was paid \$220,952 (2014 - \$240,000; 2013 - \$240,000) for geological services provided to the Company and is recorded in general exploration expenses.

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

14. Related Party Transactions and Balances (Continued)

(b) Almadex Minerals Limited (“Almadex”)

During the year ended December 31, 2015, the Company received \$181,405 (2014 - \$Nil; 2013 - \$Nil) from Almadex for administration services fees included in other income.

At December 31, 2015, the Company accrued \$78,511 (2014 - \$Nil; 2013 - \$Nil) payable to Almadex for drilling equipment rental services in Mexico.

(c) Other related party transactions

i) ATW Resources Ltd. (“ATW”)

Almaden owned a 50% interest in this company which holds title in trust for the ATW project.

ii) Other

- (a) During the year ended December 31, 2015, the Company paid a company controlled by a Director of the Company \$Nil (2014 - \$Nil; 2013 - \$1,500) for consulting services provided to the Company.
- (b) During the year ended December 31, 2015, the Company paid a company controlled by a Director of the Company, \$1,200 (2014 - \$Nil; 2013 - \$700) for administrative services provided to the Company.
- (c) During the year ended December 31, 2015, no payments were paid to Hawk Mountain for marketing and general administration services provided by the spouse of the Chairman (2014 - \$Nil; 2013 - \$6,300).
- (d) During the year ended December 31, 2015, the Company employed the Chairman's daughter for a salary of \$43,225 less statutory deductions (2014 - \$34,050; 2013 - \$34,000) for marketing and administrative services provided to the Company.

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

15. Income (Loss) on Exploration and Evaluation Assets

Income (loss) on exploration and evaluation assets is comprised of the following:

	Year ended December 31,		
	2015	2014	2013
Sale of Yago, Mezquites, Llano Grande, San Pedro, BP and Black Jack Springs properties	\$ -	\$ -	\$ (218,532)
Sale of Caballo Blanco	-	-	(469,045)
Other	32,920	55,111	(28,429)
	\$ 32,920	\$ 55,111	\$ (716,006)

During the year ended December 31, 2015, recorded in Other is income as a result of Almaden's 2014 British Columbia Mining Exploration Tax Credit ("BCMETC") refund from the Merit projects in British Columbia, Canada.

During the year ended December 31, 2014, recorded in Other is a reduction of the December 31, 2013 accrual reversing previous years' exploration costs as a result of a Canada Revenue Agency review of Almaden's 2010 and 2011 British Columbia Mining Exploration Tax Credit ("BCMETC") from various grassroots mineral projects in British Columbia, Canada.

During the year ended December 31, 2013, the Company paid \$469,045 in the form of cash and shares as part of the consideration payable to obtain a reduction in a royalty with respect to the Caballo Blanco property.

16. Net Loss Per Share

Basic and diluted net loss per share

The calculation of basic net loss per share for the year ended December 31, 2015 was based on the loss attributable to common shareholders of \$1,144,525; (2014 - \$14,982,667; 2013 - \$6,356,609) and a weighted average number of common shares outstanding of 73,248,803 (2014 - 66,331,061; 2013 - 62,054,987).

The calculation of diluted net loss per share for the year ended December 31, 2015, 2014 and 2013 did not include the effect of stock options and warrants as they were anti-dilutive.

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

17. Supplemental Cash Flow Information

Supplemental information regarding non-cash transactions is as follows:

Investing and financing activities	December 31, 2015	December 31, 2014	December 31, 2013
Exploration and evaluation assets expenditures included in trade and other payables	\$ 265,393	\$ -	\$ -
Contribution from spin-out assets; recognition of Exploration and evaluation cost reclassified from share capital	184,169	-	-
Residual value of warrants classified to reserves from share capital	180,267	-	-
Fair value of finders' warrants	19,325	15,361	107,880
Fair value of shares issued pursuant to mill option agreement	273,358	-	-
Fair value of share options transferred to share capital on exercise of options	-	67,500	136,650
Shares received on sale of Dill property	-	-	5,000
Shares received on sale of Yago, Mezquites, Llano Grande, San Pedro, BP and Black Jack Springs properties	-	-	220,000

Supplemental information regarding the split between cash and cash equivalents is as follows:

	December 31, 2015	December 31, 2014
Cash	\$ 1,722,728	\$ 1,372,548
Term Deposits	4,500,050	6,800,050
	\$ 6,222,778	\$ 8,172,598

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

18. Income Taxes

- (a) The provision for income taxes differs from the amounts computed by applying the Canadian statutory rates to the net loss before income taxes due to the following:

	December 31, 2015	December 31, 2014
Income(loss) before income taxes	\$ (1,549,125)	\$ (13,143,185)
Statutory rate	26.00%	26.00%
Expected income tax	(402,773)	(3,417,228)
Effect of different tax rates in foreign jurisdictions	(8,855)	(79,333)
Non-deductible share-based payments	247,192	147,108
Other permanent items	213,166	251,520
Change in deferred tax assets not recognized	(574,942)	3,832,705
Impact of change in expected manner of recovery	(306,411)	1,128,469
Share issuance costs	(21,723)	(99,089)
True-ups and other	449,746	75,330
	\$ (404,600)	\$ 1,839,482

- (b) The Company's deferred income tax (recovery) expense and deferred income tax liability relates to the Mexican income tax and Special Mining Duty ("SMD") associated with the Tuligtic project. As a consequence of the Company's spin-out (Note 2), management has determined that the Company will most likely recover the carrying amount of the Tuligtic property through use rather than through sale. Before the spin-out was planned, it was management's expectation that the carrying amount of the Tuligtic property would be recovered through sale rather than through use. Given this change in expected manner of recovery, the Company has reflected the tax impacts in the 2015 financial statements as follows:

	December 31, 2015	December 31, 2014
Deferred tax assets		
Non-capital losses	\$ -	\$ 3,807,495
	-	3,807,495
Deferred tax liabilities		
Exploration and evaluation assets	(1,434,882)	(5,630,725)
Contingent shares receivable	-	(11,622)
Property, plant and equipment	-	(4,630)
	(1,434,882)	(5,646,977)
Net deferred tax liabilities	\$ (1,434,882)	\$ (1,839,482)

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

18. Income Taxes (Continued)

- (c) Deductible temporary differences, unused tax losses and unused tax credits for which no deferred tax assets have been recognized are attributable to the following:

	December 31, 2015	December 31, 2014
Non-capital loss carry forwards	\$ 29,084,111	\$ 21,802,140
Capital loss carry forwards	214,238	-
Exploration and evaluation assets	3,687,607	16,434,468
Share issue costs	657,206	584,139
Property, plant and equipment	54,897	409,474
Cumulative eligible capital deduction	586,691	271,352
Marketable securities	-	5,401,681
Donations	-	12,960
Investment tax credit	201,354	201,354
	\$ 34,486,104	\$ 45,117,568

At December 31, 2015, the Company had operating loss carry forwards available for tax purposes in Canada of \$11,718,566 (2014 - \$11,906,871) which expire between 2032 and 2034, in the United States of \$Nil (2014 - \$102,352) which expire between 2031 and 2034 and in Mexico of \$17,365,545 (2014 - \$9,792,917) which expire between 2022 and 2025.

19. Commitments

The Company has entered into an operating lease for office premises through 2017. On January 29, 2013, the Company entered into contracts with its Chairman and President for an annual remuneration of \$240,000 and \$265,000 respectively effective January 1, 2013, for two years, renewable for two additional successive terms of 24 months. Effective December 31, 2015, the Chairman's contract was mutually terminated and effective January 1, 2016, the Company and the Chairman entered into a new contract for an annual remuneration of \$240,000 for two years, renewable for two additional successive terms of 24 months.

As at December 31, 2015, the remaining payments for the executive contract and the operating lease are due as follows:

	2016	2017	2018	2019	2020	Total
Office lease	\$ 134,314	\$ 88,147	\$ -	\$ -	\$ -	\$ 222,461
Executive contracts	505,000	505,000	505,000	240,000	240,000	1,995,000
	\$ 639,314	\$ 593,147	\$ 505,000	\$ 240,000	\$ 240,000	\$ 2,217,461

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

20. Financial Instruments

The fair values of the Company's cash and cash equivalents, accounts receivable and trade and other payables approximate their carrying values because of the short-term nature of these instruments

The Company's financial instruments are exposed to certain financial risks, including currency risk, credit risk, liquidity risk, interest rate risk and commodity and equity price risk.

(a) Currency risk

The Company's property interests in Mexico make it subject to foreign currency fluctuations and inflationary pressures which may adversely affect the Company's financial position, results of operations and cash flows. The Company is affected by changes in exchange rates between the Canadian Dollar and foreign functional currencies. The Company does not invest in foreign currency contracts to mitigate the risks.

As at December 31, 2015, the Company is exposed to foreign exchange risk through the following assets and liabilities denominated in currencies other than the functional currency of the applicable subsidiary:

All amounts in Canadian dollars	US dollar	Mexican peso
Cash and cash equivalents	\$ 1,020,887	\$ 25,067
Accounts receivable and prepaid expenses	-	146,649
Total assets	\$ 1,020,887	\$ 171,716
Trade and other payables	\$ 77,894	\$ 90,040
Total liabilities	\$ 77,894	\$ 90,040
Net assets	\$ 942,993	\$ 81,676

A 10% change in the US dollar exchange rate relative to the Canadian dollar would change the Company's net loss by \$94,000.

A 10% change in the Mexican peso relative to the Canadian dollar would change the Company's net loss by \$8,200.

(b) Credit risk

The Company's cash and cash equivalents are held in large Canadian financial institutions. These investments mature at various dates during the twelve months following the statement of financial position date. The Company's excise tax included in accounts receivable consists primarily of sales tax due from the federal government of Canada. The Company is exposed to credit risks through its accounts receivable.

To mitigate exposure to credit risk on cash and cash equivalents, the Company has established policies to limit the concentration of credit risk with any given banking institution where the funds are held, to ensure counterparties demonstrate minimum acceptable credit risk worthiness and ensure liquidity of available funds.

As at December 31, 2015, the Company's maximum exposure to credit risk is the carrying value of its cash and cash equivalents and accounts receivable.

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

20. Financial Instruments (Continued)

(c) Liquidity risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. The Company manages liquidity risk through the management of its capital structure.

Trade and other payables are due within twelve months of the statement of financial position date.

(d) Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company is exposed to varying interest rates on cash and cash equivalents. The Company has no interest bearing debt.

A 1% change in the interest rate would change the Company's net loss by \$45,000.

(e) Commodity and equity price risk

The ability of the Company to explore its exploration and evaluation assets and the future profitability of the Company are directly related to the market price of gold and other precious metals. The Company has not hedged any of its potential future gold sales. The Company monitors gold prices to determine the appropriate course of action to be taken by the Company. Equity price risk is defined as the potential adverse impact on the Company's performance due to movements in individual equity prices or general movements in the level of the stock market.

(f) Classification of Financial instruments

IFRS 7 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value as follows:

Level 1 – quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2 – inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices); and

Level 3 – inputs for the asset or liability that are not based on observable market data (unobservable inputs).

The following table sets forth the Company's financial assets measured at fair value by level within the fair value hierarchy.

2015	Level 1	Level 2	Level 3	Total
Assets:				
Marketable securities	\$ -	\$ -	\$ -	\$ -
2014	Level 1	Level 2	Level 3	Total
Assets:				
Marketable securities	\$ 853,123	\$ -	\$ -	\$ 853,123

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

21. Management of Capital

The Company considers its capital to consist of components of equity. The Company's objectives when managing capital are to safeguard the Company's ability to continue as a going concern in order to pursue the exploration of its exploration and evaluation assets and to maintain a flexible capital structure which optimizes the costs of capital at an acceptable risk.

The Company manages the capital structure and makes adjustments to it in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust the capital structure, the Company may attempt to issue new shares and, acquire or dispose of assets.

In order to maximize ongoing exploration efforts, the Company does not pay out dividends. The Company's investment policy is to invest its short-term excess cash in highly liquid short-term interest-bearing investments with short term maturities, selected with regards to the expected timing of expenditures from continuing operations.

The Company expects its current capital resources will be sufficient to carry its exploration plans and operations for the foreseeable future.

22. Segmented Information

The Company operates in one reportable operating segment, being the acquisition and exploration of mineral resource properties.

The Company has exploration and evaluation assets, property, plant and equipment, and deposit on mill equipment in the following geographic locations:

	Year ended December 31,	
	2015	2014
Canada	\$ 1,061,968	\$ 1,086,763
United States	-	4
Mexico	30,547,138	28,438,362
	\$ 31,609,106	\$ 29,525,129

The Company's revenues were all earned in Canada from interest income on corporate cash reserves and investment income.

Almaden Minerals Ltd.

Notes to the consolidated financial statements

For the years ended December 31, 2015 and 2014

Presented in Canadian dollars

23. General and Administrative Expenses

	2015	Year ended December 31,	
		2014	2013
Professional fees	\$ 1,089,276	\$ 772,670	\$ 378,705
Salaries and benefits ⁽¹⁾	799,566	573,900	537,837
Travel and promotion	264,128	320,752	305,203
Depreciation	131,486	245,639	303,390
Office and license ⁽¹⁾	150,844	157,275	200,252
Rent ⁽¹⁾	175,583	176,960	169,498
Stock exchange fees	115,294	88,287	87,070
Insurance	70,202	81,429	100,783
Transfer agent fees	31,830	24,196	23,540
Directors' fees	48,000	48,000	48,000
	\$ 2,876,209	\$ 2,489,108	\$ 2,154,278

⁽¹⁾ Effective August 1, 2015, approximately 30% of administrative expenses is recovered from Almadex pursuant to the Administrative Service Agreement (Note 14(b)).

ARRANGEMENT AGREEMENT

THIS AGREEMENT made as of the 11th day of May, 2015.

BETWEEN:

ALMADEN MINERALS LTD., a company incorporated under the laws of the Province of British Columbia,

(“**Almaden**”)

AND:

ALMADEX MINERALS LIMITED., a company incorporated under the laws of the Province of British Columbia,

(“**Spinco**”)

WHEREAS Almaden and Spinco wish to effect a statutory plan of arrangement under section 288 of the *Business Corporations Act* (British Columbia) on the terms and conditions set out in this Agreement and the Plan of Arrangement annexed hereto as Exhibit A.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties to the other, the Parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

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

“**Agreement**” means this arrangement agreement entered into between the Parties as first referenced above, including Exhibit A hereto and all amendments made hereto;

“**Almaden Common Shares**” means the common shares in the authorized share structure of Almaden;

“**Almaden Securityholders**” means Almaden Shareholders and the holders of Almaden Stock Options;

“**Almaden Shareholders**” means the holders of Almaden Common Shares;

“**Almaden Stock Option**” means an option to acquire Almaden Common Shares granted pursuant to Almaden Stock Option Plan;

“**Almaden Stock Option Plan**” means the Almaden stock option plan approved by Almaden Shareholders on June 28, 2011;

“**Almaden Warrants**” means common share purchase warrants of Almaden exercisable to acquire Almaden Common Shares;

“**Arrangement Resolution**” means the special resolution of Almaden Shareholders authorizing and approving the Plan of Arrangement;

“**Authority**” means any: (i) multinational, federal, provincial, state, municipal, local or foreign governmental or public department, court, or commission, domestic or foreign; (ii) subdivision or authority of any of the foregoing; or (iii) quasi-governmental or self-regulatory organization exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above;

“**Business Day**” means a day which is not a Saturday, Sunday or a day when commercial banks are not open for business in Vancouver, British Columbia;

“**Circular**” means the information circular, together with all appendices, distributed by Almaden in connection with the Meeting;

“**Closing**” means the completion of the transactions contemplated by this Agreement;

“**Court**” means the Supreme Court of British Columbia;

“**Dissent Rights**” has the meaning attributed to that term in Section 3.1 in the Plan of Arrangement;

“**Effective Date**” means the second Business Day after the date upon which the Parties have confirmed in writing (such confirmation not to be unreasonably withheld or delayed) that all conditions to the completion of the Plan of Arrangement have been satisfied or waived in accordance with Article 4 of the Arrangement Agreement and all documents and instruments required under the Arrangement Agreement, the Plan of Arrangement and the Final Order have been delivered;

“**Effective Time**” means 12:01 a.m. on the Effective Date;

“**Encumbrance**” means a mortgage, charge, pledge, lien, hypothec, security interest, encumbrance, adverse claim or a right of third parties to acquire or restrict the use of property;

“**Final Order**” means the order made after application to the Court pursuant to section 291 of the *Business Corporations Act* (British Columbia) approving the Plan of Arrangement as such order may be amended by the Court (with the consent of the Parties, acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (with the consent of the Parties, acting reasonably) on appeal, which order shall include a statement to the following effect: “The terms and conditions of the Plan of Arrangement are procedurally and substantially fair to Almaden Shareholders and are hereby approved by the Court. 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 issuance of securities under the Plan of Arrangement”;

“**Interim Order**” means the order made after application to the Court pursuant to section 291 of the *Business Corporations Act* (British Columbia), providing for, among other things, the calling and holding of the Meeting, as such order may be amended, supplemented or varied by the Court (with the consent of the Parties, acting reasonably);

“**Meeting**” means the annual general and special meeting of Almaden Shareholders scheduled to be held on June 18, 2015 and any adjournment(s) or postponement(s) thereof, to be called to consider, and if deemed advisable, approve the Almaden Resolution;

“**Parties**” means, together, Almaden and Spinco and “**Party**” means any one of them;

“**Plan of Arrangement**” means the plan of arrangement set out as Exhibit A hereto as the same may be amended from time to time in accordance with the terms thereof and hereof;

“**Representative**” means any director, officer, employee, agent, advisor or consultant of either Party;

“**Securities Act**” means the *Securities Act* (British Columbia) together with all rules and regulations promulgated thereunder or with respect thereto;

“**Securities Legislation**” means the Securities Act and the equivalent law in the other applicable provinces and territories of Canada, and the published policies, instruments, rules, judgments, orders and decisions of any Authority administering those statutes, as well as the rules, regulations, by-laws and policies of the Toronto Stock Exchange and the TSX Venture Exchange, as applicable;

“**Spinco Common Shares**” means the common shares in the authorized share structure of Spinco; and

“**Transferred Assets**” means the assets to be transferred to Spinco prior to the completion of the Plan of Arrangement, which assets include: (a) a 2% net smelter returns royalty in respect of production from the Mor project, the Cabin Lake project, the Caribou Creek project, the Goz Creek project, the Meister River project, the Tim project, the Ram project and the Prospector Mountain project, which are located in the Yukon; (b) a 2% net smelter returns royalty in respect of production from the Erika project, the La Bufa project, the El Pulpo project, the San Pedro Fraccion 1 project, the San Pedro Fraccion 2 project, the Yago/Gallo de Oro project, the Mezquites project, the Llano Grande project, the San Pedro project and the Ixtaca/Tuligtic project located in Mexico; (c) a 2% net smelters return royalty in respect of production from the Prospect Valley project, the Elk project and the Dill project located in British Columbia; (d) a 2% net smelter returns royalty in respect of production from the BP project and the BlackJack Springs project located in Nevada; (e) a 1.5% net smelter returns royalty in respect of production from the Caballo Blanco project located in Mexico; (f) Almaden’s interest in the Tropico project joint venture; (g) Almaden’s interests in its wholly-owned Canadian subsidiaries, Pangeon Holdings Ltd., Ixtaca Precious Metals Inc. and Republic Resources Inc.; (h) Almaden’s interests in its wholly-owned American subsidiary, Almaden America Inc.; (i) Almaden’s interests in its Mexican subsidiaries, Compania Minera Zapata, S.A. de C.V., Almaden de Mexico, S.A. de C.V. and Minera Gavilan, S.A. de C.V.; (j) Almaden’s interests in ATW Resources Inc., and Almaden’s interests in the ATW project joint venture; (k) Almaden’s gold inventory and certain marketable securities, including Almaden’s interest in Gold Mountain Mining Corp.; (l) Canadian mineral tenures in respect of the Ponderosa project, the Nicoamen River project, the Merit project, the Munro Lake project, the Skoonka Creek project and the Logan project; (m) reclamation deposits related to the Ponderosa project, the Nicoamen project, the Merit project and the Willow project; and (n) an initial investment of working capital in an amount to be agreed to by Almaden and Spinco, acting reasonably.

1.2 Exhibits

Exhibit A - Plan of Arrangement is attached to this Agreement and forms part hereof.

1.3 Construction

In this Agreement, unless otherwise expressly stated or the context otherwise requires:

- (a) references to “herein”, “hereby”, “hereunder”, “hereof” and similar expressions are references to this Agreement and not to any particular Article, Section, Subsection or Exhibit;
- (b) references to an “Article”, “Section”, “Subsection” or “Exhibit” are references to an Article, Section, Subsection or Exhibit of or to this Agreement;
- (c) words importing the singular shall include the plural and *vice versa*, words importing gender shall include the masculine, feminine and neuter genders, and references to a “person” or “persons” shall include individuals, corporations, partnerships, associations, bodies politic and other entities, all as may be applicable in the context;

- (d) the use of headings is for convenience of reference only and shall not affect the construction or interpretation hereof;
- (e) the word “including”, when following any general term or statement, is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as referring to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement; and
- (f) a reference to a statute or code includes every regulation made pursuant thereto, all amendments to the statute or code or to any such regulation in force from time to time, and any statute, code or regulation which supplements or supersedes such statute, code or regulation.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Mutual Representations and Warranties of Spinco and Almaden

Each of Spinco and Almaden represents and warrants to the other as follows and acknowledges that the other Party is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) the execution and delivery of this Agreement by it and the completion by it of the transactions contemplated herein and in the Plan of Arrangement do not and will not:
 - (i) result in the breach of, or violate any term or provision of, its articles or notice of articles;
 - (ii) conflict with, result in the breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence or permit to which it is a party or by which it is bound and which is material to it, or to which any material property of such Party is subject, or result in the creation of any Encumbrance upon any of its material assets under any such agreement, instrument, licence or permit or give to others any material interest or right, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence or permit; or
 - (iii) violate any provision of law or administrative regulation or any judicial or administrative award, judgment, order or decree applicable and known to it, the breach of which would have a material adverse effect on it;
- (b) there are no actions, suits, proceedings or investigations commenced, contemplated or threatened against or affecting it, at law or in equity, before or by any Authority nor are there any existing facts or conditions which may reasonably be expected to form a proper basis for any actions, suits, proceedings or investigations, which, in any case, would prevent or hinder the consummation of the transactions contemplated by this Agreement;
- (c) no dissolution, winding up, bankruptcy, liquidation or similar proceeding has been commenced or is pending or proposed in respect of it; and
- (d) the execution and delivery of this Agreement, and the completion of the transactions contemplated herein and in the Plan of Arrangement have been duly approved by its board of directors and this Agreement constitutes a valid and binding obligation of such

Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and to general principles of equity and limitations upon the enforcement of indemnification for fines or penalties imposed by law.

2.2 Representations and Warranties of Spinco

Spinco represents and warrants to and in favour of Almaden as follows, and acknowledges that Almaden is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) Spinco is a corporation duly incorporated and validly existing under the laws of the Province of British Columbia, is duly qualified to carry on its business in each jurisdiction where its business is currently conducted and is presently proposed to be conducted, or the ownership, leasing or operation of its property and assets requires such qualification, and has all requisite corporate power and authority to carry on its business and to enter into and perform its obligations under this Agreement;
- (b) Spinco is authorized to issue an unlimited number of Spinco Common Shares of which 100 Spinco Common Shares are issued and outstanding as of the date of this Agreement, as fully-paid and non-assessable; and
- (c) at the date hereof, no person holds any securities convertible into Spinco Common Shares or any other securities of Spinco or has any agreement, warrant, option or any other right capable of becoming an agreement, warrant or option for the purchase or other acquisition of any unissued Spinco Common Shares.

2.3 Representations and Warranties of Almaden

Almaden represents and warrants to and in favour of Spinco as follows, and acknowledges that Spinco is relying on such representations and warranties in connection with the matters contemplated in this Agreement:

- (a) Almaden is a corporation duly incorporated and validly existing under the laws of the Province of British Columbia, is duly qualified to carry on its business in each jurisdiction where its business is currently conducted and is presently proposed to be conducted, or the ownership, leasing or operation of its property and assets requires such qualification, and has all requisite corporate power and authority to carry on its business and to enter into and perform its obligations under this Agreement;
- (b) the authorized capital of Almaden consists of an unlimited number of Almaden Common Shares, of which 73,148,321 Almaden Common Shares are issued and outstanding as of the date of this Agreement as fully-paid and non-assessable; and
- (c) at the date hereof, no Person holds any securities convertible into Almaden Common Shares or has any agreement, warrant, option or other right capable of becoming an agreement, warrant or option for the purchase or other acquisition of any issued or unissued Almaden Common Shares, other than: (i) the holders of Almaden Stock Options to acquire in aggregate 6,245,000 Almaden Common Shares; and (ii) the holders of Almaden Warrants to acquire in aggregate 8,869,410 Almaden Common Shares.

2.4 Survival of Representations and Warranties

The representations and warranties of each of the Parties contained herein will survive the execution and delivery of this Agreement and will terminate on the earlier of the termination of this Agreement in accordance with its terms and the Effective Time.

ARTICLE 3 COVENANTS

3.1 Mutual Covenants of Spinco and Almaden

Each of Spinco and Almaden covenants with the other Party that it will:

- (a) use commercially reasonable efforts and do all things reasonably required of it to cause the Plan of Arrangement to become effective on or before August 31, 2015;
- (b) do and perform all such acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments as may reasonably be required, both prior to and after the Effective Date, to facilitate the carrying out of the intent and purposes of this Agreement;
- (c) use commercially reasonable efforts to cause each of the conditions precedent set forth in Article 4, which are within its control, to be satisfied on or prior to June 30, 2015; and
- (d) indemnify and save harmless the other Party from and against any and all liabilities, claims, demands, losses, costs, damages and expenses to which such Party or any of its Representatives may be subject or may suffer, in any way caused by, or arising, directly or indirectly, from or in consequence of:
 - (i) any misrepresentation or alleged misrepresentation in any information included in the Circular that is provided by the other Party for the purpose of inclusion in the Circular; and
 - (ii) any order made, or any inquiry, investigation or proceeding pursuant to any Securities Legislation, or by any Authority, based on any misrepresentation or any alleged misrepresentation in any information provided by the other Party for the purpose of inclusion in the Circular.

3.2 Covenants of Almaden

Almaden hereby covenants and agrees with Spinco that it will:

- (a) until the Effective Date, not perform any act or enter into any transaction which interferes or is inconsistent with the completion of the Plan of Arrangement;
- (b) apply to the Court for the Interim Order;
- (c) solicit proxies to be voted at the Meeting in favour of the Arrangement Resolution and prepare, as soon as practicable, the Circular and proxy solicitation materials and any amendments or supplements thereto as required by, and in compliance with, the Interim Order, and applicable law, and, subject to receipt of the Interim Order, convene the Meeting as ordered by the Interim Order and conduct the Meeting in accordance with the Interim Order and as otherwise required by law;

- (d) in a timely and expeditious manner, file the Circular in all jurisdictions where the same is required to be filed by it and mail the same to the holders of Almaden Shares in accordance with the Interim Order and applicable law;
- (e) ensure that the information set forth in the Circular relating to Almaden and its subsidiaries, and their respective businesses and properties and the effect of the Plan of Arrangement thereon will be true, correct and complete in all material respects and will not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they are made;
- (f) without limiting the generality of any of the foregoing covenants, until the Effective Date, except as required to effect the Plan of Arrangement or with the consent of Spinco, will not:
 - (i) issue any additional Almaden Common Shares or other securities of Almaden except pursuant to the exercise of Almaden Stock Options or Almaden Warrants outstanding prior to the date hereof or in connection with the Plan of Arrangement or transactions required in order to effect the Plan of Arrangement;
 - (ii) issue or enter into any agreement or agreements to issue or grant options, warrants or rights to purchase any Almaden Common Shares or other securities of Almaden;
 - (iii) alter or amend its constating documents as the same exist at the date of this Agreement except as specifically provided for hereunder;
- (g) prior to the Effective Date, make application to the applicable regulatory authorities for such orders under applicable securities and/or corporate laws as may be necessary or desirable in connection with the Plan of Arrangement; and
- (h) perform the obligations required to be performed by it under the Plan of Arrangement and do all such other acts and things as may be necessary or desirable and are within its power and control in order to carry out and give effect to the Plan of Arrangement, including using commercially reasonable efforts to obtain:
 - (i) the approval of Almaden Shareholders required for the implementation of the Plan of Arrangement;
 - (ii) the consent to the Plan of Arrangement of the holders of Almaden Stock Options;
 - (iii) the Interim Order and, subject to the obtaining of all required consents, orders, rulings and approvals (including required approval of Almaden Shareholders), the Final Order;
 - (iv) such other consents, orders, rulings or approvals and assurances as are necessary or desirable for the implementation of the Plan of Arrangement, including those referred to in Article 4; and
 - (v) satisfaction of the conditions precedent referred to in Article 4.

3.3 Covenants of Spinco

Spinco hereby covenants and agrees with Almaden that it will:

- (a) until the Effective Date, not perform any act or enter into any transaction which interferes or is inconsistent with the completion of the Plan of Arrangement;
- (b) cooperate with and support Almaden in its application for the Interim Order and preparation of the Circular;
- (c) without limiting the generality of any of the foregoing covenants, until the Effective Date, except as required to effect the Plan of Arrangement or with the consent of Almaden, not:
 - (i) issue any additional Spinco Common Shares or other securities of Spinco other than in connection with the Plan of Arrangement or transactions required in order to effect the Plan of Arrangement;
 - (ii) issue or enter into any agreement or agreements to issue or grant options, warrants or rights to purchase any Spinco Common Shares or other securities of Spinco; and
 - (iii) alter or amend its constating documents as the same exist at the date of this Agreement except as specifically provided for hereunder; and
- (d) perform the obligations required to be performed by it under the Plan of Arrangement and do all such other acts and things as may be necessary or desirable and are within its power and control in order to carry out and give effect to the Plan of Arrangement, including using commercially reasonable efforts to obtain:
 - (i) such consents, orders, rulings or approvals and assurances as are necessary or desirable for the implementation of the Plan of Arrangement, including those referred to in Article 4, and
 - (ii) satisfaction of the conditions precedent referred to in Article 4.

3.4 Interim Order

As soon as practicable after the date hereof, Almaden shall apply to the Court for the Interim Order providing for, among other things, the calling and holding of the Meeting.

3.5 Final Order

If the Interim Order and all securityholder approvals required in respect of the Plan of Arrangement are obtained, Almaden shall promptly thereafter take the necessary steps to submit the Plan of Arrangement to the Court and apply for the Final Order in such fashion as the Court may direct, and as soon as practicable following receipt of the Final Order, and subject to the satisfaction or waiver of the other conditions provided for in Article 4 hereof, Almaden and Spinco shall complete the Plan of Arrangement on the Effective Date pursuant to the Final Order.

ARTICLE 4 CONDITIONS

4.1 Mutual Conditions Precedent

The respective obligations of the Parties to complete the transactions contemplated by this Agreement and otherwise to give effect to the Plan of Arrangement shall be subject to the satisfaction of the following conditions:

- (a) the Interim Order shall not have been set aside or modified in a manner unacceptable to any of the Parties, acting reasonably, on appeal or otherwise;
- (b) the Arrangement Resolution shall have been approved by the required number of votes cast by Almaden Shareholders at the Meeting;
- (c) the Court shall have determined that the terms and conditions of the exchange of Almaden Common Shares for Spinco Common Shares in the Plan of Arrangement are procedurally and substantively fair to Almaden Shareholders, and the Final Order shall have been obtained in form and substance satisfactory to all Parties, each acting reasonably, not later than August 31, 2015 or such later date as the Parties may agree;
- (d) the consent to the Plan of Arrangement of the holders of Almaden Stock Options shall have been obtained in form and substance satisfactory to the Parties;
- (e) the transfer of the Transferred Assets from Almaden to Spinco shall have been completed to the satisfaction of the Parties, acting reasonably;
- (f) the TSX Venture Exchange shall have given conditional acceptance to the listing thereon of the Spinco Common Shares to be distributed pursuant to the Plan of Arrangement, subject to compliance with the usual requirements of the TSX Venture Exchange;
- (g) all material consents, orders, rulings, approvals and assurances, including regulatory and judicial approvals and orders, required for the completion of the transactions provided for in this Agreement and the Plan of Arrangement shall have been obtained or received from the Authorities, including applicable orders, rulings, no action letters and registrations pursuant to the Securities Act and the comparable securities legislation of the other applicable provinces and territories of Canada to permit the Spinco Common Shares to be distributed pursuant to the Plan of Arrangement;
- (h) no action shall have been instituted and be continuing on the Effective Date for an injunction to restrain, a declaratory judgment in respect of, or damages on account of, or relating to, the Plan of Arrangement and there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and no cease trading or similar order with respect to any securities of any of the Parties shall have been issued and remain outstanding;
- (i) none of the consents, orders, rulings, approvals or assurances required for the implementation of the Plan of Arrangement shall contain terms or conditions or require undertakings or security deemed unsatisfactory or unacceptable by any of the Parties, acting reasonably;
- (j) no law, regulation or policy shall have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Plan of Arrangement, including any material change to the income tax laws of Canada, which would have a material adverse effect upon Almaden Securityholders if the Plan of Arrangement is completed;
- (k) this Agreement shall not have been terminated under Article 5; and
- (l) no more than 5% of Almaden Shareholders, in the aggregate, shall have exercised their Dissent Rights.

4.2 Additional Conditions to Obligations of Each Party

The obligation of each Party to complete the transactions contemplated by this Agreement is further subject to the condition, which may be waived by such Party without prejudice to its right to rely on any other condition in its favour, that the covenants of the other Party to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by it and that the representations and warranties of the other Party shall be true and correct in all material respects as at the Effective Date (except for representations and warrants made as of the specified date, the accuracy of which shall be determined as at that specified date), with the same effect as if such representations and warranties had been made at, and as of, such time and each such Party shall receive a certificate, dated the Effective Date, of a senior officer of each other Party confirming the same.

4.3 Merger of Conditions

The conditions set out in Article 4 shall be conclusively deemed to have been satisfied, waived or released on the Arrangement becoming effective.

ARTICLE 5 AMENDMENT AND TERMINATION

5.1 Amendment and Waiver

This Agreement may, at any time and from time to time before and after the holding of the Meeting, but not later than the Effective Date, be amended by the written agreement of the Parties without, subject to applicable law, further notice to or authorization on the part of their respective shareholders. Without limiting the generality of the foregoing, any such amendment may:

- (a) waive compliance with or modify any of the covenants contained herein or waive or modify performance of any of the obligations of the Parties or satisfaction of any of the conditions precedent set forth in Article 4 of this Agreement;
- (b) waive any inaccuracies or modify any representation contained herein or in any document to be delivered pursuant hereto;
- (c) change the time for performance of any of the obligations, covenants or other acts of the Parties; or
- (d) make such alterations in this Agreement as the Parties may consider necessary or desirable in connection with the Interim Order or otherwise.

5.2 Termination

This Agreement may, at any time prior to the Plan of Arrangement becoming effective under the provisions of the *Business Corporations Act* (British Columbia) and without approval of Almaden Securityholders, be terminated by the mutual agreement of the Parties.

ARTICLE 6 GENERAL

6.1 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule, law, or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party. Upon any determination that any

term or other provision is invalid, illegal or incapable of being enforced, the Parties will 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 by this Agreement are fulfilled to the fullest extent possible.

6.2 Enurement

This Agreement will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns from time to time.

6.3 Assignment

This Agreement may not be assigned by any Party without the prior written consent of each of the other Parties.

Notwithstanding anything to the contrary contained herein, each Party shall have the right, without being released, to transfer or assign this Agreement to any third party as security for any *bona fide* financing or as security for any guarantee granted by such transferor in respect of the obligations of its affiliates to such third party for any *bona fide* financing.

6.4 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Each Party agrees that any action or proceeding arising out of or relating to this Agreement may be instituted in the courts of British Columbia, waives any objection which it may have now or later to the venue of that action or proceeding, irrevocably submits to the non-exclusive jurisdiction of those courts in that action or proceeding and agrees to be bound by any judgement of those courts.

6.5 Time of Essence

Time is of the essence in respect of this Agreement.

6.6 Entire Agreement

This Agreement, the Plan of Arrangement and the other agreements contemplated hereby and thereby constitute the entire agreement between the Parties pertaining to the subject matter hereof. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter, except as specifically set forth or referred to in this Agreement or as otherwise set out in writing and delivered at Closing. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made by any Party or its directors, officers, employees or agents, to any other Party or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a term of this Agreement. Accordingly, there will be no liability, either in tort or in contract, assessed in relation to any such warranty, representation, opinion, advice or assertion of fact, except to the extent aforesaid.

6.7 Further Assurances

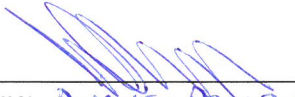
Each of the Parties hereto will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and will use reasonable efforts and take all such steps as may reasonably be within its power to implement to their full extent the provisions of this Agreement.

6.8 Language

The Parties to this Agreement confirm their express wish that this Agreement and all documents and agreements directly or indirectly relating thereto be drawn up in the English language. Les Parties reconnaissent leur volonté express que la présente Entente ainsi que tous les documents et contrats s'y rattachant directement ou indirectement soient rédigés en anglais.

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

ALMADEN MINERALS LTD.

Per: 
Name: DUANE POLIQUIN
Title: CHAIRMAN

ALMADEX MINERALS LIMITED

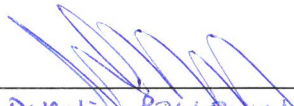
Per: 
Name: DUANE POLIQUIN
Title: CHAIRMAN

EXHIBIT A
PLAN OF ARRANGEMENT
UNDER SECTION 288 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set forth below:

“**5 Day VWAP**” at any particular time in respect of a security means the volume weighted average price of the security on the principal exchange on which the security is traded for the five day period beginning at that time;

“**Almaden**” means Almaden Minerals Ltd., a company incorporated under the laws of the Province of British Columbia;

“**Almaden Common Shares**” means the Common shares in the authorized share structure of Almaden whose identifying name is changed to “Class A Common shares” pursuant to this Plan of Arrangement;

“**Almaden Class B Common Shares**” means the Class B Common shares in the authorized share structure of Almaden created pursuant to this Plan of Arrangement;

“**Almaden Replacement Stock Option**” means an option to acquire an Almaden Class B Common Share granted by Almaden to a holder of an Almaden Stock Option pursuant to an Option Exchange, with the exercise price of each such Almaden Replacement Stock Option determined in accordance with this Plan of Arrangement and the other terms and conditions of each such Almaden Replacement Stock Option determined in accordance with the Almaden Stock Option Plan and any agreements thereunder including, where necessary, appropriate adjustments to any performance-based or other vesting conditions, as such plan and agreements may be amended by the board of directors of Almaden or a committee thereof;

“**Almaden Replacement Warrant**” means a warrant to acquire an Almaden Class B Common Share to be issued by Almaden to a holder of an Almaden Warrant pursuant a Warrant Exchange, with the exercise price of each such Almaden Replacement Warrant determined in accordance with this Plan of Arrangement and the other terms and conditions of the Almaden Replacement Warrant being those of the Almaden Warrant, *mutatis mutandis*, subject to such reasonable adjustment as may be necessary in the circumstances and are approved by the Board of Directors of Almaden;

“**Almaden Resolution**” means the special resolution of Almaden Shareholders approving the Plan of Arrangement;

“**Almaden Shareholder**” means, at a particular time, a holder of one or more Almaden Common Shares;

“**Almaden Stock Option**” means an option granted pursuant to the Almaden Stock Option Plan exercisable to acquire an Almaden Common Share;

“**Almaden Stock Option Plan**” means the Almaden stock option plan approved by Almaden Shareholders on June 28, 2011;

“**Almaden Warrant**” means a common share purchase warrant of Almaden exercisable to acquire an Almaden Common Share;

“**Arrangement Agreement**” means the agreement dated May 11, 2015 between Almaden and Spinco to which this Plan of Arrangement is attached as Exhibit A, as it may be supplemented or amended from time to time;

“**Business Day**” means a day which is not a Saturday, Sunday, or a day when commercial banks are not open for business in Vancouver, British Columbia;

“**Court**” means the Supreme Court of British Columbia;

“**Computershare**” means Computershare Trust Company of Canada;

“**Dissent Rights**” has the meaning attributed to that term in Section 3.1 of this Plan of Arrangement;

“**Dissent Share**” has the meaning attributed to that term in Subsection 2.2(a) of this Plan of Arrangement;

“**Dissenting Shareholder**” means a registered Almaden Shareholder that has duly 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 Almaden Common Shares in respect of which Dissent Rights are validly exercised by such Almaden Shareholder;

“**Effective Date**” means the second Business Day after the date upon which the Parties have confirmed in writing (such confirmation not to be unreasonably withheld or delayed) that all conditions to the completion of the Plan of Arrangement have been satisfied or waived in accordance with Article 5 of the Arrangement Agreement and all documents and instruments required under the Arrangement Agreement, the Plan of Arrangement and the Final Order have been delivered;

“**Effective Time**” means 12:01 a.m. on the Effective Date;

“**Eligible Dividend**” has the meaning attributed to that term in subsection 89(1) of the *Income Tax Act* (Canada);

“**Final Order**” means the order made after application to the Court pursuant to section 291 of the *Business Corporations Act* (British Columbia) approving the Plan of Arrangement as such order may be amended by the Court (with the consent of the Parties, acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (with the consent of the Parties, acting reasonably) on appeal, which order shall include a statement to the following effect: “The terms and conditions of the Plan of Arrangement are procedurally and substantially fair to Almaden Shareholders and are hereby approved by the Court. 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 issuance of securities under the Plan of Arrangement”;

“**Fractional Share Amount**” means, in respect of an Almaden Shareholder, the aggregate number of Spinco Common Shares that the Almaden Shareholder would be entitled to receive on the Share Exchange in the absence of the Round Down Provision, less the aggregate number of Spinco Common Shares that the Almaden Shareholder is entitled to receive on the Share Exchange having regard to the Round Down Provision;

“**In the Money Amount**” at a particular time with respect to an Almaden Stock Option, Almaden Replacement Stock Option, or Spinco Replacement Stock Option means the amount, if any, by which the fair market value of the relevant underlying security exceeds the exercise price of the relevant option at the particular time;

“**Interim Order**” means the order made after application to the Court pursuant to section 291 of the *Business Corporations Act* (British Columbia), providing for, among other things, the calling and holding

of the Meeting, as such order may be amended, supplemented or varied by the Court (with the consent of the Parties, acting reasonably);

“**Meeting**” means the annual general and special meeting of Almaden Shareholders scheduled to be held on June 18, 2015 and any adjournment(s) or postponement(s) thereof, to be called to consider, and if deemed advisable, approve the Almaden Resolution;

“**Option Exchange**” has the meaning attributed to that term in Subsection 2.2(d) of this Plan of Arrangement;

“**Parties**” means Almaden and Spinco;

“**Plan of Arrangement, “hereof”, “herein”, “hereunder”** and similar expressions means this plan of arrangement, including the appendices hereto, and any amendments, variations or supplements hereto made in accordance with the terms hereof and the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order;

“**Round Down Provision**” has the meaning attributed to that term in of Section 2.3 of this Plan of Arrangement;

“**Share Exchange**” has the meaning attributed to that term in Subsection 2.2(f) of this Plan of Arrangement;

“**Spinco**” means Almadex Minerals Limited, a company incorporated under the laws of the Province of British Columbia;

“**Spinco Common Shares**” means the common shares in the authorized share structure of Spinco;

“**Spinco Replacement Stock Option**” means an option to acquire .6 of a Spinco Common Share granted by Spinco to a holder of an Almaden Stock Option pursuant to an Option Exchange, with the exercise price of each such Spinco Replacement Stock Option determined in accordance with this Plan of Arrangement and the other terms and conditions of each such Spinco Replacement Stock Option determined in accordance with the Spinco Stock Option Plan and any agreements thereunder and including, where necessary, appropriate adjustments to any performance-based or other vesting conditions, as such plan or agreements may be amended by the board of directors of Spinco or a committee thereof;

“**Spinco Replacement Warrant**” means a warrant to acquire .6 of a Spinco Common Share issued by Spinco to a holder of an Almaden Warrant pursuant to a Warrant Exchange, with the exercise price of each such Spinco Replacement Warrant determined in accordance with this Plan of Arrangement and the other terms and conditions of the Spinco Replacement Warrant being those of the Almaden Warrant, *mutatis mutandis*, subject to such reasonable adjustment as may be necessary in the circumstances and are approved by the Board of Directors of Spinco;

“**Spinco Stock Option Plan**” means the Spinco stock option plan;

“**Subdivision**” has the meaning attributed to that term in Subsection 2.2(c) of this Plan of Arrangement; and

“**Warrant Exchange**” has the meaning attributed to that term in Subsection 2.2(e) of this Plan of Arrangement.

1.2 Number and Gender

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular number include the plural and vice versa, and words importing any gender include all genders.

1.3 **Interpretation Not Affected by Headings, etc.**

The division of this Plan of Arrangement into Articles, Sections and other parts and the insertion of headings are for convenience only and shall not affect the construction or interpretation of this Plan of Arrangement.

1.4 **Date of Any Action**

If any date on which any action is required to be taken hereunder by any Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 **Time**

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein are local time in Vancouver, British Columbia unless otherwise stipulated herein.

1.6 **Currency**

All references to currency in this Plan of Arrangement are to Canadian dollars, being lawful money of the Canada.

1.7 **Statutory References**

Unless otherwise expressly provided herein, any reference in this Plan of Arrangement to a statute includes all regulations made thereunder, all amendments to such statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulations.

**ARTICLE 2
THE ARRANGEMENT**

2.1 **Effectiveness**

Subject to the terms of the Arrangement Agreement, the Arrangement will become effective at the Effective Time and be binding at and after the Effective Time on: (i) Spinco, (ii) Almaden, (iii) Almaden Shareholders, (iv) holders of Almaden Stock Options, and (v) holders of Almaden Warrants.

2.2 **The Arrangement**

Commencing at the Effective Time, the events and transactions set out in Subsections (a) to (g) inclusive will occur and be deemed to occur in the order set out below without any further act or formality, and with each event or transaction occurring and being deemed to occur immediately after the occurrence of the immediately preceding event or transaction:

- (a) Each Almaden Common Share in respect of which an Almaden Shareholder has exercised Dissent Rights and for which the Almaden Shareholder is ultimately entitled to be paid fair value (each a “**Dissent Share**”) shall be deemed to have been repurchased by Almaden for cancellation in consideration for a debt-claim against Almaden to be paid the fair value of such Dissent Share in accordance with Article 3 of this Plan of Arrangement, net of any applicable withholding tax, and such Dissent Share shall thereupon be cancelled;
- (b) The authorized share structure of Almaden shall be reorganized and altered by
 - (i) changing the identifying name of the issued and unissued Almaden Common Shares from “Common shares” to “Class A Common shares” and amending the

special rights and restrictions attached to such shares to provide the holders thereof with two votes in respect of each share held, and

- (ii) creating a new class of shares without par value issuable in an unlimited number with the identifying name “Class B Common shares” having special rights and restrictions identical to those attaching to the Almaden Common Shares prior to the amendments described in paragraph (b)(i) above;
- (c) The issued and outstanding Spinco Common Shares shall be subdivided into that number of Spinco Common Shares (the “**Subdivision**”) determined by the following formula:

$$A - B$$

where

A is the number of issued and outstanding Almaden Common Shares at that time (i.e., for greater certainty, excluding all Dissent Shares) multiplied by 0.6, and

B is the aggregate of all amounts each of which is a Fractional Share Amount in respect of an Almaden Shareholder (but, for greater certainty, excluding a Fractional Share Amount in respect of a Dissent Share),

such that following the Subdivision, the number of issued and outstanding Spinco Common Shares shall be equal to the aggregate number of Spinco Common Shares distributable to the Almaden Shareholders on the Share Exchange having regard to the Round Down Provision;

- (d) Each holder of an Almaden Stock Option will dispose of and be deemed to dispose of the Almaden Stock Option and in consideration therefor will concurrently receive
 - (i) one Almaden Replacement Stock Option having an exercise price equal to the product obtained by multiplying: (A) the exercise price of the Almaden Stock Option by (B) the quotient obtained by dividing the 5 Day VWAP of an Almaden Class B Common Share for the period beginning immediately after the conclusion of the Arrangement steps by the aggregate of the 5 Day VWAP of an Almaden Class B Common Share and the product of .6 multiplied by the 5 Day VWAP of a Spinco Common Share for that period, rounded to the nearest whole cent and subject to adjustment as set out below, and
 - (ii) one Spinco Replacement Stock Option having an exercise price equal to the product obtained by multiplying: (A) the quotient obtained by dividing the exercise price of the Almaden Stock Option by .6; by (B) the quotient obtained by dividing the product of .6 multiplied by the 5 Day VWAP of a Spinco Common Share for the period beginning immediately after the conclusion of the Arrangement steps by the aggregate of the 5 Day VWAP of an Almaden Class B Common Share and the product of .6 multiplied by the 5 Day VWAP of a Spinco Common Share for that period, rounded to the nearest whole cent and subject to adjustment as set out below,

and nothing more and all Almaden Stock Options will thereupon be cancelled (each such disposition, receipt, and cancellation, collectively, an “**Option Exchange**”), provided that the exercise prices of each Almaden Replacement Stock Option and each Spinco Replacement Stock Option issued pursuant to an Option Exchange shall be and be deemed to be automatically adjusted such that the aggregate In the Money Amounts

thereof immediately after the Option Exchange does not exceed the In the Money Amount of the exchanged Almaden Stock Option determined immediately before the Option Exchange, with the intention that that subsection 7(1.4) of the *Income Tax Act* (Canada) will apply to each Option Exchange;

- (e) Each Almaden Warrant will be and be deemed to be exchanged for
 - (i) one Almaden Replacement Warrant having an exercise price equal to the product obtained by multiplying: (A) the exercise price of the Almaden Warrant; by (B) by the quotient obtained by dividing the 5 Day VWAP of an Almaden Class B Common Share for the period beginning immediately after the conclusion of the Arrangement steps by the aggregate of the 5 Day VWAP of an Almaden Class B Common Share and the product of .6 multiplied by the 5 Day VWAP of a Spinco Common Share for that period, rounded to the nearest whole cent, and
 - (ii) one Spinco Replacement Warrant having an exercise price equal to the product obtained by multiplying: (A) the quotient obtained by dividing the exercise price of the Almaden Warrant by .6; by (B) the quotient obtained by dividing the product of .6 multiplied by the 5 Day VWAP of a Spinco Common Share for the period beginning immediately after the conclusion of the Arrangement steps by the aggregate of the 5 Day VWAP of an Almaden Class B Common Share and the product of .6 multiplied by the 5 Day VWAP of a Spinco Common Share for that period, rounded to the nearest whole cent,

(each such exchange, a “**Warrant Exchange**”), and the Almaden Warrants will thereupon be cancelled;

- (f) Each Almaden Shareholder shall dispose of all of his, her or its Almaden Common Shares held to Almaden and in consideration therefor Almaden will issue or distribute to the Almaden Shareholder
 - (i) the same number of Almaden Class B Common Shares, and
 - (ii) that number of Spinco Common Shares equal to the product of the number of Almaden Common Shares held and 0.6, less the Fractional Share Amount, if any, in respect of that Almaden Shareholder (the “**Share Exchange**”),

and, in respect thereof,

- (iii) the name of each Almaden Shareholder shall be removed from the central securities register for the Almaden Common Shares and added to the central securities register for the Almaden Class B Common Shares and the Spinco Common Shares as the holder of the number of Almaden Class B Common Shares and Spinco Common Shares, respectively, received pursuant to the Share Exchange,
- (iv) the Almaden Common Shares shall be cancelled and the capital in respect of such shares shall be reduced to nil, and
- (v) an amount equal to the capital of the Almaden Common Shares immediately before the Share Exchange less the aggregate fair market value of the Spinco Common Shares distributed on the Share Exchange shall be added to the capital in respect of the Almaden Class B Common Shares issued on the Share Exchange; and

- (g) The authorized share structure of Almaden shall be reorganized and altered by
 - (i) eliminating the Almaden Common Shares from the authorized share structure of Almaden; and
 - (ii) changing the identifying name of the issued and unissued Almaden Class B Common Shares from “Class B Common shares” to “Common shares”.

2.3 **No Fractional Shares**

No fractional Spinco Common Shares shall be distributed by Almaden to an Almaden Shareholder on the Share Exchange. To the extent that Almaden would otherwise be required to distribute to an Almaden Shareholder on the Share Exchange an aggregate number of Spinco Common Shares that is not a round number, the number of Spinco Common Shares so distributed to the Almaden Shareholder shall be rounded down to the next lesser whole number of Spinco Common Shares (the “**Round Down Provision**”) and the Almaden Shareholder shall not receive any compensation in respect thereof.

2.4 **Completion Time Procedures**

On or immediately prior to the Effective Date, Almaden shall deliver or arrange to be delivered to Computershare certificates representing the Spinco Common Shares required hereunder, which certificates shall be distributed to Almaden Shareholders in accordance with Article 4 hereof.

ARTICLE 3 DISSENT RIGHTS

3.1 **Dissent Rights of Almaden Shareholders**

(1) Each registered Almaden Shareholder may exercise dissent rights (“**Dissent Rights**”) in connection with the Arrangement with respect to the Almaden Shareholder’s Almaden Common Shares pursuant to and in the manner set forth in the Interim Order, paragraph 238(1)(d) of the *Business Corporations Act* (British Columbia) and this Article, as the same may be modified by the Interim Order or the Final Order. Registered Almaden Shareholders who duly exercise such Dissent Rights and who:

- (a) are ultimately entitled to be paid fair value for their Dissent Shares shall be deemed not to have participated in the Share Exchange and such Dissent Shares shall be deemed to have been repurchased by Almaden for cancellation at the Effective Time in consideration for a debt-claim against Almaden to be paid the fair value of such Dissent Shares, which fair value shall be determined as of the close of business on the Business Day before the day on which the Final Order is made, and will not be entitled to any other payment or consideration, and the name of each such Dissenting Shareholder will thereupon be removed from the register of holders of Almaden Common Shares; or
- (b) are ultimately not entitled, for any reason, to be paid fair value for their Almaden Common Shares shall be deemed to have participated in the Plan of Arrangement on the same basis as any non-dissenting Almaden Shareholder as at and from the Effective Time and will be treated in the same manner as such a holder, on the basis set out in this Plan of Arrangement.

(2) The aggregate of all amount paid to Almaden Shareholders by Almaden in respect of Dissent Shares in accordance with Subsection 3.1(1)(a) shall be deducted from the stated capital account maintained by Almaden for the Almaden Common Shares.

(3) The amount of any deemed dividend resulting from application of subsection 84(3) of the *Income Tax Act* (Canada) to the repurchase of Dissent Shares held by Dissenting Shareholders is hereby designated by Almaden as an Eligible Dividend.

(4) All payments made to a Dissenting Shareholder pursuant to this Article shall be subject to, and paid net of, all applicable withholding taxes.

3.2 **General – Dissent Rights**

For greater certainty, in addition to any other restrictions in section 238 of the *Business Corporations Act* (British Columbia), no person who has voted in favour of this Plan of Arrangement shall be entitled to dissent with respect to the Plan of Arrangement.

ARTICLE 4 DELIVERY OF SECURITIES

4.1 **Delivery of Securities**

Upon completion of the Plan of Arrangement, Almaden shall deliver to each Almaden Shareholder a certificate representing the Spinco Common Shares to which such holder is entitled to receive hereunder.

ARTICLE 5 AMENDMENTS

5.1 **Amendments**

Almaden, in its sole discretion, reserves the right to amend, modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court and, if made following the Meeting, approved by the Court.

5.2 **Effectiveness of Amendments Made Prior to or at the Meeting**

Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Almaden at any time prior to or at the Meeting with or without any prior notice or communication, and if so proposed and accepted by the Almaden Shareholders voting at the Meeting, shall become part of this Plan of Arrangement for all purposes.

5.3 **Effectiveness of Amendments Made Following the Meeting**

Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Almaden after the Meeting but prior to the Effective Time and any such amendment, modification or supplement which is approved by the Court following the Meeting shall be effective and shall become part of the Plan of Arrangement for all purposes.

ADMINISTRATIVE SERVICES AGREEMENT

BETWEEN

ALMADEN MINERALS LTD.

AND

ALMADEX MINERALS LIMITED

May 15, 2015

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THIS ADMINISTRATIVE SERVICES AGREEMENT made effective as of the 15th day of May, 2015.

BETWEEN:

ALMADEN MINERALS LTD., a company incorporated under the laws of the Province of British Columbia with an office at Suite 1103, 750 West Pender Street, Vancouver, British Columbia, V6C 2T8 ("**Manager**")

- and -

ALMADEX MINERALS LIMITED, a company incorporated under the laws of the Province of British Columbia with an office at Suite 1103, 750 West Pender Street, Vancouver, British Columbia, V6C 2T8 ("**Managed Entity**")

WHEREAS the Managed Entity requires office space, furnishings and equipment, communications facilities, accounting services, marketing services, secretarial services, and the administrative services and personnel necessary to fulfil the basic day-to-day responsibilities imposed on the Managed Entity, to carry out and ensure compliance with the requirements of a reporting issuer, and to generally carry on its business, and has no permanent staff to perform these duties;

AND WHEREAS Manager has the necessary space, equipment, personnel and expertise to provide all of the services and facilities required by the Managed Entity and the Managed Entity wishes to engage Manager to provide such services and facilities;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the covenants herein contained and such other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties), the Parties hereby agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement, the following terms will have the meanings set out below unless the context otherwise requires:

"**Affiliate**" of a person (the "**Subject Person**") means any other person that directly or indirectly controls, is controlled by or is under common control with the Subject Person. For purposes of this definition, "**control**" of a person means (i) ownership of more than 50% of the issued shares or other equity interests of such person or (ii) the power to direct the management or policies of a person, whether through the ownership of more than 50% of the voting power of such person, through the power to appoint more than half of the

members of the board of directors or similar governing body of such person, or through contractual or other arrangements;

“Annual Budget” means, in respect of any Fiscal Year, an annual budget estimating the costs, on a monthly basis, of providing the Services and access to, and use of the Personnel and assets contained in, the Shared Facilities, such budget to include a reasonable description of the method and basis for determining the costs to be allocated;

“Applicable Law” means, with respect to any person, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the **“Law”**) relating or applicable to such person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any interpretation of the Law (or any part) by any person having jurisdiction over it, or charged with its administration or interpretation;

“Confidential Information” means the confidential, secret or proprietary information of one Party or any of its Affiliates (the **“Disclosing Party”**), including data, technical information, financial information including prices, business information including business plans, strategies and practices, information relating to customers and prospective customers, trade secrets, know-how, methods, procedures, reports, budgets, computer tapes and other storage media, technology, files, documentation, and software of the Disclosing Party which has been or may hereafter be disclosed, directly or indirectly, to any other Party (the **“Receiving Party”**) either orally, in writing, electronically or in any other material form or medium pursuant to and in conjunction with this Agreement, and includes all information relating to any arbitration proceeding under Section 11.11;

“Disclosing Party” has the meaning ascribed thereto in the definition of “Confidential Information” set out herein;

“Documentation” has the meaning ascribed thereto in Section 7.1;

“Exchange” means the TSX Venture Exchange and any other stock exchange which lists the Managed Entity’s Securities as applicable;

“Fiscal Year” means a twelve month period proposed by the Manager and agreed to by the Managed Entity, acting reasonably;

“Force Majeure Event” has the meaning ascribed thereto in Section 10.1;

“G&A Overhead Charge” has the meaning ascribed thereto in Section 4.1;

“Governmental Authority” means any nation, federal government, province, state, municipality or other political subdivision of any of the foregoing, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

“**Group Entity**” means the Managed Entity and any other person that the Manager provides management services to pursuant to an agreement similar to this Agreement;

“**including**” means including, without limitation, and “**includes**” means includes, without limitation;

“**Parties**” means Manager and Managed Entity and “**Party**” means any one of them;

“**Personnel**” has the meaning ascribed thereto in Section 4.1;

“**Receiving Party**” has the meaning ascribed thereto in the definition of “**Confidential Information**”;

“**Services**” has the meaning ascribed thereto in Section 2.1;

“**Shared Facilities**” has the meaning ascribed thereto in Section 4.2; and

“**Taxes**” includes all goods and services, sales, use, transfer, stamp, value added, gross receipts or excise tax or any similar taxes, fees, duties or imposts.

1.2 Interpretation

For the purposes of this Agreement, except as otherwise expressly provided:

- (a) the headings in this Agreement are included for convenience of reference only and in no way define or limit any of the provisions hereof or otherwise affect their construction or interpretation;
- (b) words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders;
- (c) “**this Agreement**” means this Agreement, including the Schedules hereto, and not any particular Section or other subdivision, recital or Schedule hereof, as the same may, from time to time, be supplemented or amended in accordance with the terms hereof;
- (d) the words “**hereof**”, “**herein**”, “**hereto**” and “**hereunder**” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision, recital or Schedule hereof;
- (e) all references in this Agreement to a designated “**Section**” or other subdivision, recital or “**Schedule**” hereof are references to the designated Section or other subdivision, recital or Schedule to, this Agreement;
- (f) a reference to a statute in this Agreement includes all regulations, rules, policies or instruments made thereunder, all amendments to the statute, regulations, rules, policies or instruments in force from time to time, and any statutes, regulations,

rules, policies or instruments that supplement or supersede such statute, regulations, rules, policies or instruments;

- (g) the word “or” is not exclusive;
- (h) the word “including” is not limiting, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto; and
- (i) all references to “approval”, “authorization” or “consent” in this Agreement means written approval, authorization or consent, unless expressly stated to the contrary.

1.3 Choice of Law

This Agreement will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be construed, interpreted and performed in accordance therewith.

1.4 Currency

In this Agreement, all amounts are stated and payable in Canadian currency.

1.5 Attornment

Subject to Section 11.11, any legal action or proceedings with respect to this Agreement shall be brought in the courts of the Province of British Columbia and the courts of appeal therefrom. Each Party hereby attorns to and accepts for itself and in respect of its assets, irrevocably and unconditionally, the jurisdiction of such courts.

1.6 Ambiguities

Each of the Parties has participated in the drafting of this Agreement and any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.

ARTICLE 2 APPOINTMENT AND DELEGATION

2.1 Appointment as Manager and Delegation: Management Services

The Managed Entity hereby engages and appoints Manager as the sole and exclusive manager of the Managed Entity and delegates to Manager, and Manager hereby accepts such sole and exclusive engagement and appointment as well as the delegation of, authority to manage the assets, operations, business and administrative affairs of the Managed Entity. Manager hereby agrees to supply to the Managed Entity all services, staff and expertise as determined necessary by the Manager to properly and efficiently manage the assets, operations, business and

administrative affairs of the Managed Entity. In particular, but without limitation, Manager agrees to provide, as may be required and at the specific request of the Managed Entity:

- (a) senior executive services, including, without limitation, business planning, support, guidance and policy making in respect of the Managed Entity;
- (b) board of directors and general management services in respect of the business and affairs of the Managed Entity, including providing, as requested by the Managed Entity, individuals for such board of directors and executive positions as may be required by the Managed Entity;
- (c) accounting and financial services, including coordination and management of the Managed Entity's accounting, treasury, information, income tax, reporting systems and internal controls;
- (d) cash management and investment services, including arranging, assisting and negotiating banking and financing arrangements for the Managed Entity and assisting in the preparation of financial statements and other financial reports, coordinating external audits and financial planning and budgeting;
- (e) reporting services to the Managed Entity's directors with respect to the business and affairs of the Managed Entity as may be requested by the Managed Entity's directors from time to time;
- (f) corporate secretarial services, including, without limitation, assistance with the maintenance of corporate records and minutes of meetings;
- (g) stock exchange and governmental relations services including, without limitation, assisting in the representation of the Managed Entity to the Exchange, securities commissions or other governmental and regulatory agencies;
- (h) the coordination of such audit, legal, insurance and other third party professional or non-professional services in respect of the Managed Entity as determined necessary by Manager (it being understood and agreed that the fees and expenses of third parties will be expenses of the Managed Entity);
- (i) incidental assistance with corporate communications programs, including investor relationship management, branding of the Managed Entity, and corporate brochures regarding the Managed Entity; provided that these services shall not constitute professional investor relations services under the rules of the Exchange, if applicable, or other securities regulatory policies;
- (j) information technology services, including updating and maintenance of the Managed Entity's website;
- (k) the coordination of risk management services including, without limitation, risk assessment, evaluation of insurance coverages, negotiation with insurance brokers, carriers and underwriters and processing and administration of insurance

claims and including loss prevention services, health and safety advisory services and property risk management;

- (l) negotiation, on behalf of and in the name of the Managed Entity, of agreements with the Managed Entity's customers and other material contracts with third parties necessary for the proper operation of business and assets of the Managed Entity, including with respect to the items listed in this Section 2.1;
- (m) human resources and staffing services including, without limitation, advisory and administration services relating to employee hiring, employee relations, compensation programs, employee benefit programs and personnel and industrial relations matters;
- (n) assessment, negotiation and implementation, on behalf of and in the name of the Managed Entity, of major acquisitions and sales of subsidiaries, businesses or assets;
- (o) the preparation and filing of all required tax returns for the Managed Entity and reports to governmental and regulatory agencies in compliance with all statutory regulations;
- (p) the co-ordination and submission, on behalf of and in the name of the Managed Entity, of applications for all necessary permits, licenses or other required approvals from Governmental Authorities;
- (q) the management of the defence and prosecution of litigation and other legal services furnished by independent counsel and providing advice and recommendations with respect thereto;
- (r) oversight of joint ventures, options and similar arrangements, on behalf of and in the name of the Managed Entity, including representation by the Manager's personnel on technical or management committees;
- (s) the management of community relations and communications with the various stakeholders including local communities and municipalities, aboriginal groups, *ejidos* and requisite government agencies and departments; and
- (t) such other executive functions in connection with the management of the business and affairs of the Managed Entity as determined necessary or advisable by Manager,

(collectively, the "Services").

2.2 Exclusivity

The Managed Entity shall not engage or appoint any person other than the Manager to manage the Managed Entity or its assets, operations, business or administrative affairs, without the written prior consent of the Manager.

2.3 Appointment of Agents

- (a) Notwithstanding that the Managed Entity has engaged and appointed the Manager as the sole and exclusive manager of the Managed Entity pursuant to Section 2.1, Manager shall have the right to provide the Services, or any part thereof, through agents, affiliates or independent contractors; provided that Manager shall ensure that such agents, affiliates or independent contractors comply with the terms and conditions of this Agreement that are relevant to the performance of their assigned tasks. Manager shall ensure that such agents, affiliates or independent contractors contractually are legally responsible for their conduct under the standards applicable to Manager pursuant to this Agreement.
- (b) Manager may rely and act upon information or advice received from advisors, accountants, legal counsel and others, provided Manager satisfies the standard of care described in Section 3.1 in relying and acting upon information received from such person.

ARTICLE 3 CONCERNING MANAGER; REPRESENTATIONS AND WARRANTIES

3.1 Standard of Care

Manager shall provide the Services in a proper, workmanlike and efficient manner, in accordance with accepted mining industry and other relevant professional standards, practices and applicable laws, and shall exercise that degree of care, and skill that a reasonably prudent person would exercise in comparable circumstances. The Manager shall not be in breach of its standard of care if its inability or failure to perform results from the actions of the Managed Entity or the failure of the Managed Entity to perform acts or to contribute amounts required of it by this Agreement.

For greater certainty, the foregoing standard of care by the Manager is qualified as follows:

- (a) Manager shall not provide any services in respect of which a registration of the Manager in any capacity would be required under applicable securities laws or other Applicable Laws;
- (b) the Managed Entity acknowledges that although during the course of providing the Services, Manager may provide the Managed Entity assistance with tax, accounting or legal matters, but the Managed Entity shall not be relying on Manager for professional advice or opinions on tax, accounting or legal matters;
- (c) the Managed Entity specifically acknowledges Manager shall at no time provide the Managed Entity with any tax or accounting advice, opinion, analysis or similar services; and
- (d) the Managed Entity specifically acknowledges Manager shall at no time provide the Managed Entity with any professional legal advice, opinion, analysis or similar services, including with respect to the interpretation or enforcement of any

rights, obligations, duties or remedies that the Managed Entity may have in any matter and that any communication between the Managed Entity and Manager shall not necessarily be considered to be legally privileged.

3.2 **Representations and Warranties**

- (a) Manager represents and warrants to the Managed Entity, and acknowledges that the Managed Entity is relying thereon, that:
- (i) it is a valid and subsisting corporation duly incorporated under the laws of its jurisdiction of incorporation and has full corporate power and capacity to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate proceedings and obtained all necessary approvals in respect thereof and, upon execution and delivery of this Agreement by it, this Agreement will constitute a legal, valid and binding obligation of Manager enforceable against it in accordance with its terms except that:
 - (A) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally;
 - (B) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of an arbitrator or any court having jurisdiction; and
 - (C) a court may stay proceedings before them by virtue of equitable or statutory powers.
 - (ii) neither the execution of this Agreement nor the provision of Services hereunder conflict with, result in a breach of or accelerate the performance required by any agreement to which it, or any of its Affiliates, is a party;
 - (iii) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby, result in a breach of the laws of any applicable jurisdiction or its, or any of its Affiliates constating documents; and
 - (iv) its articles permit the delegation of authority to manage the assets, operations, business and administrative affairs of the Managed Entity to the Manager pursuant to Section 2.1.
- (b) Managed Entity represents and warrants to the Manager, and acknowledges that Manager is relying thereon, that:
- (i) it is a valid and subsisting corporation duly incorporated under the laws of its jurisdiction of incorporation and has full corporate power and capacity to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate

proceedings and obtained all necessary approvals in respect thereof and, upon execution and delivery of this Agreement by it, this Agreement will constitute a legal, valid and binding obligation of Managed Entity enforceable against it in accordance with its terms except that:

- (A) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally;
 - (B) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of an arbitrator or any court having jurisdiction; and
 - (C) a court may stay proceedings before them by virtue of equitable or statutory powers.
- (ii) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby conflict with, result in a breach of or accelerate the performance required by any agreement to which it is a party; and
 - (iii) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby, result in a breach of the laws of any applicable jurisdiction or its constating documents.

3.3 Liability of Manager

Manager shall not be liable for any error of judgment or for any loss suffered by the Managed Entity in connection with the matters to which this Agreement relates, except a loss resulting from fraud, wilful misconduct or Gross Negligence. For purposes of this Agreement "**Gross Negligence**" means any wanton or reckless act or omission not justified by any special circumstances as amounts to a wilful and utter disregard for harmful and avoidable consequences, but shall not include any act or omission of an Manager done or omitted to be done, if resulting from:

- (a) the direction of, or with the knowledge and concurrence, of the Managed Entity; or
- (b) an action taken in good faith by an Manager to protect life, health or property.

Notwithstanding anything herein contained to the contrary, in no event whatsoever will the Manager, its directors, officers, employees, agents, contractors or affiliates, be liable for any claim for:

- (i) punitive, exemplary or aggravated damages of any kind;
- (ii) damages for loss of profits or revenue, decline in earnings, decline in production, loss of opportunities, or loss of goodwill;

- (iii) indirect or consequential losses or any other indirect damages or loss;
- (iv) contribution, indemnity or set-off in respect of any claims against the Managed Entity by any third party; or
- (v) any damages whatsoever relating to interruption, delays, errors or omissions.
- (vi) Notwithstanding the provisions of any legislation in Canada or otherwise and whether or not advised of the possibility of those damages.

Without limiting the generality of the above Sections 3.3(a)-(b) and 3.3(i)-(vi), the maximum total liability of the Manager, and its suppliers, directors, officers, agents, representatives, shareholders and employees, for any claim whatsoever, under any circumstances, regardless of the cause of action and including without limitation claims for breach of contract, tort, negligence or otherwise, and the Managed Entity's sole remedy therefore, shall be strictly limited to an award not to exceed the greater of:

- (x) \$500,000; and
- (y) the amount of fees actually paid by the Managed Entity to the Manager under the terms of this Agreement during the six (6) months prior to the date that the claim arose.

3.4 Relationship of Manager and the Managed Entity

- (a) The provision by Manager of the Services under this Agreement shall be strictly as an independent contractor. Nothing contained in this Agreement shall create or imply any agency relationship among or between any of the Parties or any of their Affiliates, nor shall this Agreement be deemed to constitute a joint venture or partnership between the Parties or any of their Affiliates, nor shall this Agreement create any fiduciary relationship between the Parties or any of their Affiliates.
- (b) Unless otherwise agreed to between the Managed Entity and Manager, any directors, officers, consultants or employees of Manager or its Affiliates who are also directors, officers, consultants or employees of the Managed Entity or any of their Affiliates shall be paid by the Manager for serving in such capacity and shall not receive any remuneration from the Managed Entity therefore, except for stock options or other share based compensation granted by the Managed Entity in its sole discretion.

3.5 Directors and Officers Liability Insurance

During the term of this Agreement, the Managed Entity shall at all times maintain in good standing a Directors and Officers liability insurance with coverage acceptable to the directors and officers provided by the Manager.

**ARTICLE 4
PERSONNEL AND SHARED FACILITIES**

4.1 Personnel Expenses

The Managed Entity shall have access to and use of the services by the personnel set out in Schedule 4.1 (the "**Personnel**"). The allocation of costs for the Personnel to the Managed Entity shall be thirty percent (30%) of the Manager's actual monthly costs of the Personnel's fees and/or wages, as applicable ("**Personnel Expenses**").

4.2 Use of Shared Facilities

The Managed Entity shall have access to, and use of the assets contained in, the facilities set out on Schedule 4.2 (the "**Shared Facilities**"). The allocation of costs for the Shared Facilities to the Managed Entity shall be thirty percent (30%) of the Manager's actual monthly costs of rent for the Shared Facilities (the "**G&A Overhead Charge**").

**ARTICLE 5
FEES AND PAYMENT**

5.1 Budgets Relating to Services

Manager shall prepare and deliver to the Managed Entity an Annual Budget. In the event that Manager anticipates that the total annual costs of providing the Services during the Fiscal Year will exceed the costs outlined in an Annual Budget by greater than twenty percent (20%), Manager shall use commercially reasonable efforts to inform the Managed Entity of such increased costs as soon as the Manager is aware of such increased cost. Any additional cost shall be allocated in the same manner and on the same basis as costs for similar line items have been allocated in the Annual Budget for that Fiscal Year. Notwithstanding the foregoing, Manager shall not be required to itself bear the cost of any material departures from the Annual Budget. Nothing contained in this Agreement shall oblige Manager, in the absence of express agreement to the contrary, to incur any indebtedness for or on behalf of, or advance any credit to the Managed Entity.

5.2 Fees Payable by Managed Entity

Fees payable to the Manager by the Managed Entity will consist of the following components:

- (a) the Personnel Expenses;
- (b) the G&A Overhead Charge; and
- (c) other reasonable services and costs that may be incurred by Manager on behalf of the Managed Entity and approved by the Managed Entity.

5.3 Change in Services

In the event that the Managed Entity determines during a Fiscal Year, following the delivery of an Annual Budget, that it requires any change in the Services it receives, the Managed Entity shall provide notice to Manager and the quantity and level of Services shall be changed as agreed between the Parties, acting reasonably. The costs of such change shall be (i) determined in the same manner and on the same basis as in the Annual Budget, and (ii) allocated to, and paid by, the Managed Entity, unless otherwise agreed by the Parties. The quantity and level of Services provided at the end of a Fiscal Year shall form the basis of the quantity and level of Services to be included in the Annual Budget for the following Fiscal Year, unless otherwise agreed to in writing by the Parties. Manager cannot materially change the quantity or level of Services provided to the Managed Entity pursuant to an Annual Budget without the prior written consent of the Managed Entity.

5.4 Invoice

Invoices will be issued by Manager to the Managed Entity on a monthly basis.

5.5 Payment

The Managed Entity shall pay each invoice delivered pursuant to Section 5.4 within ten (10) days of receipt. The Managed Entity also agrees to advance funds against written cash calls (in the form of invoices) for reasonably immediate expenditure requirements of Manager (such as to pay for or secure services, to secure contractors, deposits and the like) and to honour all agreements which Manager enters into in good faith on behalf of the Managed Entity with third parties in the course of performing the Services.

Manager shall provide the Managed Entity with such further information as it may reasonably request in relation to any amount shown on any invoices delivered in accordance with this Section 5.5, including reasonably satisfactory evidence of any reimbursable costs and expenses.

5.6 Interest

If either Party defaults in the payment when due of any sum payable under this Agreement (howsoever determined) the liability of such Party shall be increased to include interest on such sum from the date when such payment is due until the date of actual payment (as well after as before judgment) at the rate of eight percent (8%) per annum. Such interest shall accrue from day to day.

5.7 Proration

All fees payable under this Agreement shall be computed on a calendar month basis and shall be prorated for any partial month.

5.8 Payments in Respect of Taxes

The amounts to be billed by Manager for the Services and third party costs under this Agreement may be subject to GST, HST or other general sales tax, value added tax or any like service or

sales tax or withholding tax which may be payable from time to time. All amounts payable under this Agreement shall be paid by the Managed Entity free and clear of any deductions or claims for set-offs, including for withholding taxes. If any amounts are required to be withheld by Applicable Law, the Managed Entity shall be obliged to pay an additional amount over the amount invoiced as shall leave Manager receiving the same net amount as the Manager invoiced the Managed Entity for. Any such additional amount paid for withholding by the Managed Entity shall be refunded if recovered by Manager and Manager shall promptly apply to recover or reduce any such withholding amounts.

5.9 Excluded Services

Services provided by the Manager are described in Section 2.1. The following is a non-inclusive listing of services and costs that are not included in the services provided by the Manager: external legal, audit, IT, insurance, filing fees, regulatory fees, property maintenance fees, travel, interest and bank charges, costs related to raising capital, registrar and transfer agency fees, proxy solicitation fees, costs related to business (including office supplies) and property acquisitions. However, if Manager pays for any of these costs on behalf of the Managed Entity, these costs will be invoiced by Manager and the Managed Entity will reimburse Manager for these costs plus the G&A Overhead Charge.

ARTICLE 6 TERM AND TERMINATION

6.1 Term of Agreement

The term of this Agreement shall commence on the date hereof and shall continue for a five (5) year term with subsequent automatic one (1) year renewal terms, unless terminated pursuant to Section 6.2 hereof.

6.2 Termination of Agreement

- (a) This Agreement may be terminated by either Party giving at least six (6) months written notice prior to the expiry of the term of this Agreement (or such shorter period as the Parties may mutually agree upon in writing) to the other Party of termination. On the giving of such notice by the Managed Entity, or at any time thereafter, either Party shall have the right to elect to immediately terminate the Manager's engagement, and upon such election, the Managed Entity shall pay to the Manager a lump sum equal to the average monthly fees for four (4) months. The average monthly fees shall be calculated over the twelve (12) months prior to the notice of termination, provided that if this Agreement has not been in existence for twelve (12) months at the time of notice of termination, then the average monthly fees shall be calculated over the period of time that this Agreement has been in existence.
- (b) This Agreement may be terminated immediately by the Managed Entity in the event of the commission by Manager of any fraudulent act.

- (c) This Agreement may be terminated immediately by either Party where a winding-up, liquidation, dissolution, bankruptcy, sale of substantially all assets, sale of business or insolvency proceeding have been commenced or are being contemplated by the other Party.
- (d) Upon termination of this Agreement, stock options granted by the Managed Entity to executive officers, directors and other Manager personnel provided by the Manager will vest and expire in accordance with the Managed Entity's stock option plan.

6.3 Conduct After Notice of Termination

From the time of receipt of notice of termination of this Agreement:

- (a) Manager shall not enter into any new arrangements or agreements on behalf of the Managed Entity (unless already legally committed to do so) without the Managed Entity's prior consent, such consent not to be unreasonably withheld; and
- (b) notwithstanding any termination of this Agreement, the Managed Entity shall continue to be bound by any agreements:
 - (i) contracted for on its behalf by Manager prior to Manager's receipt of notice of termination; or
 - (ii) contracted for on its behalf by Manager after Manager's receipt of notice of termination with the Managed Entity's prior written consent.

6.4 Conduct After Termination

From the effective date of termination of this Agreement:

- (a) agreements or obligations which have been executed or incurred by Manager in connection with or related to Services provided to the Managed Entity shall be assigned over to the Managed Entity and the Managed Entity shall indemnify Manager in connection with the due performance of such agreements;
- (b) the Managed Entity shall cease to use Manager's premises, facilities, equipment, phone numbers and any other items that are the property of Manager and shall make arrangements for the orderly transition of the Services by advice letter to Manager;
- (c) Manager shall be the sole and exclusive owner of the business contacts and investor database maintained by Manager; and
- (d) Manager shall furnish to the Managed Entity at Managed Entity's cost within sixty (60) days of the effective date of termination (provided that the Managed Entity has paid all outstanding or potential future fees, costs and expenses of the

Manager hereunder) all books, records, electronic data and other information pertaining to the Managed Entity, together with all other materials pertaining to the Managed Entity in its possession, at Managed Entity's cost. For a period of six (6) years following the effective date of the termination of this Agreement, Manager shall provide the Managed Entity and any successor manager of the Managed Entity with any information from its records that the Managed Entity may reasonably require and the Manager shall be reimbursed for its reasonable costs and expenses thereof.

ARTICLE 7 RECORDS AND REPORTING

7.1 Records and Reporting

Manager shall maintain, at all times, copies of all records related to the Services and the fees invoiced to the Managed Entity for such Services (collectively, "**Documentation**"). Manager will retain such Documentation for not less than seven (7) years from the date of its creation. Manager shall prepare such other reports detailing amounts invoiced to the Managed Entity hereunder as may be reasonably required by the Managed Entity from time to time.

7.2 Audit Right

- (a) Upon reasonable notice from the Managed Entity, Manager shall provide to the Managed Entity's external auditors and such other persons as the Parties may agree upon in writing, from time to time, access to Manager's locations during normal business hours for the purposes of performing audits of the Manager's performance of the Services under this Agreement, including access to:
 - (i) the parts of the Shared Facilities at or from which Manager is providing the Services;
 - (ii) the Personnel who are providing the Services;
 - (iii) all Documentation relating to the Services;
 - (iv) all physical assets that belong to or are charged to the Managed Entity.

Manager shall provide full co-operation and assistance to any such entity exercising the right of audit hereunder as may reasonably be required. Nothing in this Agreement shall be deemed to allow the Managed Entity's external auditors or any other person automatic access to legally privileged documents. Any audit conducted on behalf of the Managed Entity shall not interfere with Manager's operations.

- (b) The Managed Entity shall be responsible for any additional costs or expenses reasonably incurred by Manager in connection with any audits conducted as provided for pursuant to this Section 7.2.

- (c) All written exceptions to and claims upon the Manager for discrepancies disclosed by such audit shall be made not more than three (3) months after receipt of the audit, or they shall be deemed waived.
- (d) The Managed Entity's external auditors or other persons shall not have the right to audit records and accounts of the Manager relating to Services more than twenty-four (24) months after the end of such Fiscal Year in which such Services were provided.

7.3 Inspection Right of Manager

For the sole purpose of enabling Manager to perform the Services and only to the extent required to enable such performance, the Managed Entity shall allow Manager, its employees and authorized agents' reasonable access to the Managed Entity's properties, business premises and business records upon reasonable notice to the Managed Entity. The Managed Entity shall ensure that its employees, and any contractors, consultants, advisors or auditors engaged by it, co-operate fully with Manager in its performance of the Services. Nothing in this Agreement shall be deemed to allow Manager automatic access to legally privileged documents.

ARTICLE 8 INDEMNIFICATION

8.1 Indemnification of Manager

Manager (and each of its Affiliates, directors, officers, employees, consultants, agents and shareholders) (each an "**Indemnified Party**") shall be indemnified and saved harmless by the Managed Entity from and against all liabilities and expenses (including judgments, fines, penalties, amounts paid in settlement and counsel fees), reasonably incurred in connection with any action, suit or proceeding to which an Indemnified Party may hereafter be made a party by reason of the Manager providing Services hereunder to the Managed Entity provided that Manager shall not be finally adjudged in such action, suit or proceeding as liable for or guilty of fraud, wilful misconduct, or Gross Negligence, in relation to the matter or matters in respect of which indemnification is claimed.

For purposes of the preceding paragraph: (i) "**action, suit or proceeding**" shall include every action, suit or proceeding, civil, criminal or other; (ii) the right of indemnification conferred thereby shall extend to any threatened action, suit or proceeding and the failure to institute it shall be deemed its final determination; and (iii) advances must be made by the Managed Entity against costs, expenses and fees incurred in respect of the matter or matters as to which indemnification is claimed, provided that Manager or other indemnified Party receiving such advance agrees to repay to the Managed Entity any amounts so advanced if the Managed Entity is finally adjudged in such action, suit or proceeding as liable for or guilty of fraud, wilful misconduct, or Gross Negligence in relation to the matter or matters in respect of which indemnification is claimed. The foregoing right of indemnification shall not be exclusive of any other rights to which Manager may be entitled as a matter of law or which may be lawfully granted to Manager.

The Indemnified Party shall give the Managed Entity prompt written notice of any such action, suit or proceeding of which the Indemnified Party has knowledge and the Managed Entity shall undertake the investigation and defence thereof on behalf of the Indemnified Party, including employment of counsel acceptable to such Indemnified Party, and make payment of all expenses.

No admission of liability and no settlement of any action, suit or proceeding shall be made without the consent of the Managed Entity and the Indemnified Parties affected, such consent not to be unreasonably withheld.

Notwithstanding that the Managed Entity shall undertake the investigation and defence of any action, suit or proceeding, an Indemnified Party shall have the right to employ separate counsel in any such action, suit or proceeding and participate in the defence thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless:

- (a) employment of such counsel has been authorised by the Managed Entity;
- (b) the Managed Entity has not assumed the defence of the action, suit or proceeding within a reasonable period of time after receiving notice thereof;
- (c) the named parties to any such action, suit or proceeding include both the Managed Entity and the Indemnified Party and the Indemnified Party shall have been advised by counsel that there may be a conflict of interest between the Managed Entity and the Indemnified Party; or
- (d) there are one or more legal defences available to the Indemnified Party which are different from or in addition to those available to the Managed Entity.

It is the intention of the Managed Entity to constitute Manager as trustee for the other under this Section 8.1 and Manager agrees to accept such trust and to hold and enforce such covenants on behalf of Indemnified Parties.

Each of the Managed Entity and Manager shall use their reasonable commercial endeavours to ensure that the relevant policies of insurance maintained by them contain waivers of subrogation as against one another.

The provisions of Article 8 shall survive termination of this Agreement.

ARTICLE 9 CONFIDENTIALITY AND NON-SOLICITATION

9.1 Confidentiality

Each Party shall use the Confidential Information of the other Party only for the purposes contemplated by this Agreement. The Receiving Party shall use commercially reasonable efforts to ensure that the Confidential Information of a Disclosing Party is not used, disclosed, published, released, transferred or otherwise made available in any form to, for the use or benefit of, any person (other than its Affiliates) except as provided in this Article 9, without such Disclosing Party's approval, which may be unreasonably withheld. Each Receiving Party shall,

however, be permitted to disclose relevant aspects of a Disclosing Party's Confidential Information to its officers and employees, and to the officers and employees of its Affiliates, to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement; provided, however, that such Party shall take all commercially reasonable measures to ensure that Confidential Information of another Party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers and employees and such officers and employees are familiar with the requirements of this Article 9. A Receiving Party shall also be permitted to disclose relevant aspects of a Disclosing Party's Confidential Information to its directors, professional advisors, subcontractors, suppliers and agents on such terms which are reasonable considering the sensitivity of the Confidential Information, legal requirements and the identity of the disclosee, which terms shall at least include the requirements set forth in this Section 9.1. The obligations in this Article 9 shall not restrict any disclosure by any Receiving Party pursuant to:

- (1) any Applicable Law;
- (2) by order of any court of competent jurisdiction or Governmental Authority;
- (3) disclosure as is required in the course of arbitral or judicial proceedings to enforce rights or remedies under this Agreement,

providing that the Receiving Party has taken all reasonable steps to obtain an arbitral or judicial order to close such proceedings and files relating to such information to all Persons other than the parties thereto, unless such process has been waived in writing by the Party whose Confidential Information is to be disclosed, provided that the Receiving Party shall endeavour to give prompt notice to the Disclosing Party of any such requirement to disclose.

For greater certainty, for purposes of this Article 9, Confidential Information does not include information that is demonstrated by the Receiving Party to have been:

- (a) at any time part of the public domain, other than by reason of the Receiving Party's failure to comply with the terms hereof;
- (b) lawfully obtained by the Receiving Party's from a third party who is, to the best of the knowledge of the Receiving Party, not under an obligation of confidentiality with respect to such Information;
- (c) in the Recipient's possession prior to the date the same Information is obtained hereunder; or
- (d) ascertained or developed independently by the Recipient without reference to the Information obtained hereunder.

9.2 **Injunctive Relief**

Each Receiving Party recognizes that its unauthorized disclosure of Confidential Information of a Disclosing Party may give rise to irreparable injury to the Disclosing Party and acknowledges

that remedies other than injunctive relief may not be adequate. Accordingly, each Party has the right to seek equitable and injunctive relief on an interim and interlocutory basis in any court of competent jurisdiction to prevent the unauthorized possession, use, or disclosure or knowledge of any Confidential Information of that Party, as well as to such damages or other relief as is occasioned by such unauthorized possession, use, disclosure or knowledge.

9.3 Return of Confidential Information

Each Party shall:

- (a) at the request of the Disclosing Party at any time;
- (b) after the Receiving Party's need for it has expired; or
- (c) in connection with the termination of this Agreement, whether in whole or in part, promptly return to the Disclosing Party, or use all commercially reasonable efforts to erase and destroy, all of the Confidential Information of the Disclosing Party in possession or control or such portion of it as has been requested by the Disclosing Party; provided that the Receiving Party shall only be required to use reasonable efforts to return or destroy any Confidential Information stored electronically, and the Receiving Party shall not be required to return or destroy any electronic copy of Confidential Information created pursuant to its standard electronic backup and archival procedures, provided further that: (i) personnel whose functions are not primarily information technology in nature do not access such retained copies; and (ii) personnel whose functions are primarily information technology in nature access such copies only as reasonably necessary for the performance of their information technology duties (e.g., for purposes of system recovery). Notwithstanding the foregoing provisions of this Section 9.3(c), the Receiving Party may retain: (x) a list of all Confidential Information so as to be able to identify the nature of the Confidential Information that the Receiving Party has returned or destroyed; provided, however, that a copy of such list is provided to the Disclosing Party contemporaneously with the return or destruction of such Confidential Information; and (y) any Confidential Information referred to in minutes of a meeting of the Receiving Party's board of directors or a committee thereof.

9.4 Non-Solicitation

Except with the prior written permission of the Manager, neither the Managed Entity, nor any of its representatives, will solicit or cause to be solicited, for employment or consulting engagement with the Managed Entity or its affiliates, any employee of the Manager or any person who performs functions on behalf of the Manager that are similar to those ordinarily performed by employees. For the purposes of this section, solicitation shall not include solicitation of employees where such solicitation is solely through advertising in periodicals of general circulation, the internet or an employee search firm on behalf of a party or its representatives, so long as the party or its representative did not direct or encourage such search firm to solicit a specifically named employee of the Manager.

9.5 Survival

This Article 9 shall survive the termination or expiry of this Agreement for a period of two years from the date of such termination or expiry.

ARTICLE 10 FORCE MAJEURE

10.1 Force Majeure

- (a) Neither Party shall be liable for a failure or delay in the performance of its obligations pursuant to this Agreement, provided that such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or strikes, lock outs or labour disruptions, acts of any Governmental Authorities having jurisdiction, the issuance or promulgation of any Applicable Law, inability to obtain or delays by a Governmental Authority in granting or issuing any necessary license, permit or authorization, actions or interference by local communities, aboriginal peoples or non-governmental organizations, interruptions or shortages of labour, transportation, fuel, electricity, materials, machinery, equipment or parts, or any other causes beyond the reasonable control of such Party, whether or not similar to the foregoing list of causes (each, a “**Force Majeure Event**”). Lack of funds or finances shall not be a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the affected Party shall promptly deliver notice to the other Party of the Force Majeure Event, particulars of the suspension of performance and the expected duration thereof. Thereafter, the affected Party shall, except as set out in Section 10.1(c), be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event only for so long as:
- (i) such Force Majeure Event continues and for so long thereafter as such Party may reasonably require to alleviate the effect of the Force Majeure Event;
 - (ii) the affected Party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay; and
 - (iii) the affected Party provides written updates to the other Party at reasonable intervals as to the status of the Force Majeure Event, efforts to alleviate the effect of the Force Majeure Event, efforts to recommence performance and the expected duration of the Force Majeure Event.
- (b) If a Force Majeure Event prevents, or in all likelihood will prevent, Manager from providing all or part of a Service, the Managed Entity may at its option, procure any affected Service or portion thereof from alternate sources until Manager is again able to provide such Service. Manager shall not be required to compensate

the Managed Entity for any costs and expenses relating to the services obtained from such alternate sources.

- (c) Upon the occurrence of a Force Majeure Event, Managed Entity shall not be excused from its obligation to pay the fee for the services; provided, however, that if Section 10.1(b) is applicable, the Parties agree that the fees payable hereunder shall be equitably reduced to reflect Services not received by the Managed Entity from Manager during the duration of the Force Majeure Event.

ARTICLE 11 GENERAL PROVISIONS

11.1 Exchange Acceptance

This Agreement may be subject to the acceptance for filing thereof by the Exchange on which the Managed Entity's shares are listed for trading. If this Agreement is not accepted for filing by the Exchange, the Parties will forthwith negotiate such amendments to this Agreement as may be necessary to secure such acceptance for filing. If such amendments cannot be mutually agreed upon, then either party may, by notice to the other, terminate this Agreement, provided that in such case all amounts owing for Services pursuant to Section 2.1 incurred prior to the date of such termination will be a debt of the Managed Entity owing to Manager and due and payable forthwith.

11.2 Further Assurances

A Party shall, upon request of the other Party, execute and deliver or cause to be executed and delivered all such documents, deeds and other instruments of further assurance and do or cause to be done all such acts and things as may be reasonably necessary or advisable to implement and give full effect to the provisions of this Agreement.

11.3 Assignment

This Agreement shall not be assigned by the Managed Entity without the prior written consent of Manager. Upon notice to the Managed Entity, Manager may transfer or assign any and all rights granted hereunder to any of its successors or Affiliates.

11.4 Enurement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

11.5 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes and replaces all prior understandings, agreements, negotiations or discussions, whether written or oral, between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or

understanding, express or implied, between the Parties other than those expressly set forth in this Agreement.

11.6 Notice

Any notice required or permitted to be given hereunder shall be in writing and shall be properly given, if delivered personally, or by mail or by facsimile or other similar form of communication addressed:

(a) to the Managed Entity at:

ALMADEX MINERALS LIMITED
Suite 1103, 750 West Pender Street
Vancouver, British Columbia
V6C 2T8

Attention: Morgan Poliquin
Facsimile No.: (604) 689-7645

(b) to Manager at:

ALMADEN MINERALS LTD.
Suite 1103, 750 West Pender Street
Vancouver, British Columbia
V6C 2T8

Attention: Morgan Poliquin
Facsimile No.: (604) 689-7645

Any notice, direction or other instrument given as aforesaid shall be deemed to have been effectively given, if sent by facsimile or other similar form of telecommunications on the next business day following such transmission or, if delivered, to have been received on the date of such delivery or, if mailed, to have been received seven days after the mailing thereof. Either Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to the Party at its changed address.

11.7 Amendment

This Agreement may not be amended, changed, supplemented or otherwise modified in any respect except by written instrument executed by the Parties hereto or their respective successors or permitted assigns.

11.8 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of

this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

11.9 Counterpart Execution

This Agreement may be executed by facsimile or other electronic means and in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

11.10 Effective Date

Notwithstanding the date or dates upon which this Agreement is executed by either Party, this Agreement shall be in full force and effect between the Parties effective as of and from the date first above written.

11.11 Arbitration

All disputes arising out of or in connection with this Agreement or in respect of any legal relationship associated therewith or derived therefrom shall be referred to and finally resolved by arbitration administered by the International Centre for Dispute Resolution (the "ICDR") under its International Arbitration Rules (the "Rules"). Upon referral of a dispute to arbitration, the Parties will endeavor to agree on the appointment of a sole arbitrator, failing which the arbitrator will be appointed in accordance with the ICDR Rules. The place of the arbitration shall be Vancouver, British Columbia. The language of the arbitration shall be English.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed as of the date and year first above written.

ALMADEN MINERALS LTD.

Per: 

Name: Morgan Poliquin
Title: CEO & President

ALMADEX MINERALS LIMITED

Per: 

Name: Morgan Poliquin
Title: CEO & President

SCHEDULE 4.1
Monthly Cost of the Personnel

The following are the Manager's actual monthly costs of the Personnel as at the date of this Agreement:

<u>Position</u>	<u>Monthly Cost</u>
Chairman of the Board of Directors	\$6,000
President and Chief Executive Officer	\$6,625
Vice President of Corporate Development	\$4,375
Chief Financial Officer	\$4,625
Senior Geologist	\$2,500
Accounting/Admin/Marketing Support	\$5,670

SCHEDULE 4.2
Shared Facilities

1. The following is the physical address of the Shared Facilities

Suite 1103 – 750 West Pender Street
Vancouver, British Columbia
V6C 2T8

THIS FIRST AMENDING AGREEMENT made effective as of the 16th day of December, 2015

BETWEEN:

ALMADEN MINERALS LTD., a British Columbia company

OF THE FIRST PART

AND:

ALMADEX MINERALS LIMITED, a British Columbia company

OF THE SECOND PART

WHEREAS:

- A. The Parties are parties to an Administrative Services Agreement made effective as of the 15th day of May, 2015 (the “ASA”);
- B. All terms used in this First Amending Agreement that are defined in the ASA shall, unless otherwise indicated, have the meanings ascribed to them in the ASA;
- C. The Parties wish to amend the terms of the ASA as hereinafter provided.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by each of the Parties, the Parties hereby agree that the ASA is hereby amended as follows:

- 1. The following is added immediately after Subsection 6.2(d) of the ASA:
 - “(e) The Parties acknowledge that the terms of Subsection 6.2(a) were agreed to by the Parties on the basis of the pre-existing and on-going relationship of the Parties such that it was mutually understood that no notice of termination would be given by either Party without advance planning on the part of both Parties to permit an orderly transition and minimize business disruption following the giving of such notice. If, however, either Party is subject to a Change of Control during the term of this Agreement (such Party referred to in this Subsection 6.2(e) as the “**Target**”) there will not be adequate time for such advance planning and, notwithstanding anything to the contrary contained in this Agreement, the Parties agree that upon a Change of Control the Manager’s engagement hereunder shall, unless otherwise agreed to in writing by both


Parties, automatically terminate 48 hours after the Change of Control with immediate effect and the Target shall forthwith upon such termination pay to the other Party \$2 million as compensation for the unplanned termination of the Manager's engagement hereunder and the significant disruption to the business of the other Party as a result of such unplanned termination, such amount being a genuine pre-estimate by the Parties of the loss such other Party will suffer as a consequence thereof. For purposes of this Agreement, "**Change of Control**" means the date upon which, without the Target's written concurrence therewith, any person (as that term is defined in the *Securities Act* (British Columbia)) makes and does not withdraw a take over bid (as that term is defined in the *Securities Act* (British Columbia)) or acquires, directly or indirectly, that number of common shares of the Target which equals or exceeds twenty percent (20%) of the then issued common shares of the Target."

2. Except as amended by this First Amending Agreement, all terms and conditions of the ASA shall remain unchanged and continue to be in full force and effect.
3. This First Amending Agreement may be executed in one or more counterparts and may be delivered by facsimile or other means of electronic transmission, all of which shall be deemed to constitute one and the same original instrument.

IN WITNESS WHEREOF the Parties have caused this First Amending Agreement to be duly executed as of the date first above written.


ALMADEN MINERALS LTD.

Per:


Morgan Potiquin
CEO & President

ALMADEX MINERALS LIMITED

Per:


Douglas McDonald
Vice President & Director

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (the “**Agreement**”) dated effective as of December 31, 2015

BETWEEN:

HAWK MOUNTAIN RESOURCES LTD., a British Columbia company

(hereinafter called the “**Management Company**”)

OF THE FIRST PART

AND:

ALMADEN MINERALS LTD., a British Columbia company

(hereinafter called the “**Corporation**”)

OF THE SECOND PART

WHEREAS:

A. The parties are parties to an Executive Compensation Contract dated effective as of January 29, 2013 (the “**Contract**”) pursuant to which the Management Company agreed to continue to provide to the Corporation, on the terms set forth in the Contract, the services of Duane Poliquin (“**Mr. Poliquin**”) to act as Executive Chairman of the Corporation;

B. At the request of the Management Company, the parties have mutually agreed to terminate the Contract effective December 31, 2015 on condition that the Corporation enters into an Executive Employment Contract with Mr. Poliquin dated effective January 1, 2016 (the “**Poliquin Employment Contract**”).


THEREFORE, in consideration of the mutual promises set out below and other good and valuable consideration, the parties agree as follows:

1. Conditional upon the Corporation entering into the Poliquin Employment Contract, the parties hereby absolutely, irrevocably and unconditionally terminate the Contract (including, without limitation, all clauses or provisions thereunder which may, by their terms or otherwise, survive or continue in effect following termination or expiration of the Contract), and the parties hereby agree that they have no further obligations to one another pursuant or relating to the Contract.

2. The Management Company acknowledges and agrees that, notwithstanding section 1 of this Agreement, as a condition of this Agreement, all information acquired by the Management Company relating to or connected with the business or corporate affairs of the Corporation shall continue to be kept in strict confidence and shall not be disclosed to anyone other than the Board of Directors of the Corporation, other executive officers of the Corporation or the Corporation's professional advisors, unless required pursuant to the securities legislation governing the Corporation or otherwise by law.
3. The parties will execute all such further agreements, instructions and documents and do all such further acts and things as may reasonably be required to give effect to and carry out the full intent of this Agreement.
4. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed this Termination Agreement as of the day and year first above written.

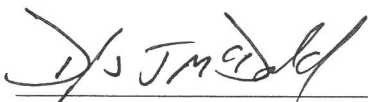
HAWK MOUNTAIN RESOURCES LTD.

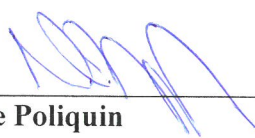
By:  _____
Authorized Signatory

ALMADEN MINERALS LTD.

By:  _____
Authorized Signatory

The terms of this Termination Agreement are hereby acknowledged.

 _____
Witness

 _____
Duane Poliquin

EXECUTIVE EMPLOYMENT CONTRACT (the "Agreement") dated effective as of January 1, 2016 (the "Effective Date")

BETWEEN:

ALMADEN MINERALS LTD., a British Columbia company

hereinafter the "Corporation"

AND:

DUANE POLIQUIN

hereinafter the "Executive"

WHEREAS the Corporation is a mineral exploration and development company;

AND WHEREAS, pursuant to the terms of an Executive Compensation Contract dated effective as of January 29, 2013 between the Corporation and Hawk Mountain Resources Ltd. ("Hawk Mountain"), Hawk Mountain provided the services of the Executive to the Corporation;

AND WHEREAS the Corporation and Hawk Mountain have mutually agreed to terminate the Executive Compensation Contract effective December 31, 2015;

AND WHEREAS the Corporation has agreed to employ the Executive, and the Executive has agreed to be employed by the Corporation, on the terms set forth in this Agreement, as the Executive Chairman of the Board of the Corporation;

AND WHEREAS the Corporation recognizes the valuable services that the Executive has provided to it through Hawk Mountain and is anticipated to continue to provide to it and its subsidiaries pursuant to the terms of this Agreement and believes that it is reasonable and fair to the Corporation that the Executive receive fair treatment in the event of a Change in Control (as hereinafter defined) and the directors of the Corporation have determined that it is in the best interests of the Corporation to induce the Executive to become employed by and to remain in the employ of the Corporation and its subsidiaries by indicating that in the event of a Change in Control the Executive would have certain guaranteed rights.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Term

The term of this Agreement (the "Term") shall be for 2 years commencing the Effective Date. The Term of this Agreement shall expire at the end of the day which is the last day of the Term unless earlier terminated in accordance with the provisions of this Agreement.

2. Renewal

The Term of this Agreement shall be extended for two additional successive terms of 24 months each (each 24 month period being referred to as an "Extended Term"), unless written notice to terminate this Agreement is given by either party 90 days prior to the expiration of the Term or an Extended Term or unless earlier terminated in accordance with the provisions of this Agreement.

3. Remuneration

(a) Annual Salary

The Executive shall be entitled to receive from the Corporation remuneration in an amount of \$240,000 per annum ("Base Salary") subject to all requisite withholdings and deductions as may be required under applicable law, but exclusive of any bonuses, benefits or other compensation. Payment shall be made in monthly or such other increments as may be agreed upon between the parties. The Base Salary shall be subject to annual review and increase but not reduction and shall be increased as may be agreed upon between the Executive and the Corporation. The annual reviews shall be conducted in the month preceding each anniversary of the commencement of the Term or an Extended Term.

(b) Other Benefits:

- (i) Indemnity including defraying of Expenses in any Proceedings which the Executive or any heirs or other personal representatives of the Executive may be joined by reason of being or having been an officer or director of the Corporation or of an affiliate of the Corporation. "Proceedings" shall include any legal proceeding or investigative action or proceeding whether current, threatened, pending or completed. "Indemnity" shall include indemnity for any judgement, penalty or fine awarded or imposed in, and amount paid in settlement of, a Proceeding. "Expenses" shall include costs, charges and expenses, including legal and other fees;
- (ii) participation in any health or other benefit plans that the Corporation now or hereafter may acquire and maintain that is comparable to those provided by the Corporation to other senior executives of the Corporation and the right to participate in any share option plan, compensation, share purchase plan, retirement or other similar plan offered by the Corporation from time to time to its senior executives and to the extent authorized by the board of directors of the Corporation; and
- (iii) reimbursement for all expenses reasonably incurred by the Executive, including entertainment, travel and other expenses incidental to the performance by the Executive of duties pursuant to the provisions of this Agreement subject always to the Executive providing to the Corporation documentation authenticating such

expenses as may from time to time be reasonably required by the Corporation.

4. Responsibilities and Duties

The Executive shall be employed and shall serve the Corporation and any subsidiaries of the Corporation, on a non-exclusive basis, in such capacity or capacities and shall perform such duties and exercise such powers pertaining to the management and operations of the Corporation and any of its subsidiaries as may from time to time be determined by the board of directors of the Corporation (the "Board of Directors") consistent with the office of the Executive. Without limiting the generality of the foregoing, the Executive shall hold the office of Executive Chairman of the Board of the Corporation.

The Executive shall:

- (a) devote reasonable time, attention and best efforts during normal business hours to the business and affairs of the Corporation; and
- (b) perform those duties that may reasonably be assigned to the Executive diligently, faithfully and to the best of the Executive's abilities and in the best interests of the Corporation; without limiting the generality of the foregoing, the Executive shall assume the responsibilities and duties described in Schedule "A".

5. Vacation

The Executive shall be entitled to six (6) weeks vacation for each twelve month period of employment during the Term or an Extended Term. Entitled vacation or any portion thereof can, at the option of the Executive, be deferred in one year and utilized in a later year.

6. Confidentiality

As a condition of this Agreement, all information acquired by the Executive relating to or connected with the business or corporate affairs of the Corporation shall be kept in strict confidence and shall not be disclosed to anyone other than the Board of Directors, other executive officers of the Corporation or the Corporation's professional advisors (but only on a "need to know" basis), unless required pursuant to the securities legislation governing the Corporation or otherwise by law.

7. Termination

This Agreement will terminate or may be terminated for any one of the following reasons:

- (a) voluntary, upon at least three (3) months prior written notice of termination by the Executive to the Corporation; or

- (b) without Cause, as hereinafter defined in Section 9, upon at least three (3) months prior written notice of termination by the Corporation to the Executive; or
- (c) by the Corporation for Cause; or
- (d) upon the death or disability of the Executive, as hereinafter defined in Section 10; or
- (e) upon retirement by the Executive.

8. Termination by the Executive Voluntarily or by the Corporation for Cause

If the Executive shall voluntarily terminate employment under this Agreement or if the employment of the Executive is terminated by the Corporation for Cause, then all compensation and benefits as theretofore provided shall terminate immediately upon the effective date of termination and no special severance compensation will be paid.

Cause to terminate the Executive's employment shall mean:

- (a) the repeated and demonstrated failure by the Executive to perform the Executive's material duties under this Agreement, after demand for substantial performance is delivered by the Corporation to the Executive that specifically identifies the manner in which the Corporation believes the Executive has not substantially performed the Executive's duties under this Agreement; or
- (b) the willful engagement by the Executive in misconduct which is materially injurious to the Corporation, monetarily or otherwise; or
- (c) any other willful violation by the Executive of the provisions of this Agreement; or
- (d) the Executive is convicted of a criminal offence involving fraud or dishonesty.

9. Termination by the Corporation Without Cause

If the Corporation shall terminate the Executive's employment under this Agreement for any reason except for Cause (as defined in paragraph 8) then, upon the effective date of termination, the Corporation shall pay the Executive in one lump sum an amount equal to two (2) times the Executive's then current Base Salary, less all statutory withholdings and deductions. All the benefits theretofore provided to the Executive shall be continued as if the Executive was still an employee of the Corporation for a period of twelve (12) months from the date of

termination or until equal or better benefits are provided by a new employer, whichever shall first occur.

10. Termination by Death or Disability

If the Executive dies or becomes disabled before the Executive's employment is otherwise terminated, the Corporation shall pay the Executive or the Executive's estate, an amount of compensation equal to six (6) months of the Executive's then current Base Salary and all the benefits theretofore provided to the Executive shall be continued, for a period of six (6) months from the date of Death or Disability as if the Executive were still an employee of the Corporation. If such termination is due to the Executive's Death, payment shall be made in one lump sum to the Executive's Designate. If no Executive's Designate is named or if no named Executive's Designate survives the Executive, the entire amount shall be paid to the Executive's estate within sixty (60) days of the Executive's death. If such termination is due to the Executive's Disability, payment shall be made in one lump sum to the Executive within sixty (60) days of the Executive's Disability. The compensation provided under this paragraph shall be in addition to that payable from any insurance coverage providing compensation upon Death or Disability.

11. Termination Following Change in Control

- (a) For purposes of this Agreement, a Change in Control shall be deemed to have occurred if:
 - (i) any person or any person and such person's associates or affiliates, as such terms are defined in the *Securities Act* (British Columbia) (the "Act"), makes a tender, take-over or exchange offer, circulates a proxy to shareholders or takes other steps to effect a takeover of the control of the Corporation, whether by way of a reverse take-over, take over bid, causing the election or appointment of a majority of directors of the Corporation or otherwise in any manner whatsoever; or
 - (ii) during any period of eighteen (18) consecutive months (not including any period prior to the Effective Date), individuals who at the beginning of such period constituted the Board of Directors and any new directors, whose appointment by the Board of Directors or nomination for election by the Corporation's shareholders was approved by a vote of at least three quarters (3/4) of the Board of Directors then still in office who either were directors at the beginning of the period or whose appointment or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board of Directors; or
 - (iii) the acquisition by any person or by any person and such person's affiliates or associates, as such terms are defined in the Act, and whether directly or indirectly, of common shares of the Corporation at the time held by such person and such person's affiliates and

associates, totals for the first time, twenty percent (20%) or more of the outstanding common shares of the Corporation.

- (b) Notwithstanding any other provisions in this Agreement regarding termination, if any of the events described above constituting a Change in Control shall have occurred during the Term or an Extended Term, upon the termination of the Executive's employment (unless such termination is because of the Executive's Death or Disability, by the Corporation for Cause or by the Executive other than for "Good Reason", as defined below) the Executive shall be entitled to and will receive no later than the fifteenth (15th) day following the date of termination a lump sum severance payment equal to three (3) times the Executive's then current Base Salary. In addition, all benefits then applicable to the Executive shall be continued for a period of eighteen (18) months after the date of termination.
- (c) For purposes of this Agreement, "Good Reason" shall mean, without the Executive's express written consent, any of the following:
 - (i) the assignment to the Executive of any duties inconsistent with the status or authority of the Executive's office, or the Executive's removal from such position, or a substantial alteration in the nature or status of the Executive's authorities or responsibilities from those in effect immediately prior to the Change in Control;
 - (ii) a reduction by the Corporation in the Executive's Base Salary as in effect on the date hereof or as the same may have been increased from time to time, or a failure by the Corporation to increase the Executive's Base Salary as provided for herein or at a rate commensurate with that of other key executives of the Corporation;
 - (iii) the relocation of the office of the Corporation where the Executive is employed at the time of the Change in Control (the "CIC Location") to a location more than fifty (50) miles away from the CIC Location, or the Corporation's requiring the Executive to be based more than fifty (50) miles away from the CIC Location (except for requiring travel on the Corporation's business to an extent substantially consistent with the Executive's business travel obligations prior to the Change in Control);
 - (iv) the failure by the Corporation to continue to provide the Executive with benefits at least as favourable as those enjoyed by the Executive prior to the Change in Control, the taking of any action by the Corporation which would directly or indirectly materially reduce any of such benefits or deprive the Executive of any material fringe benefit enjoyed by the Executive at the time of the Change in Control, or the failure by the Corporation to provide the Executive with the number of entitled vacation days as provided in Section 5 hereof; or
 - (v) the failure of the Corporation to obtain a satisfactory agreement from any successor to assume and agree to perform this Agreement or, if

the business of the Corporation for which the Executive's services are principally performed is sold within two (2) years after a Change in Control, the purchaser of such business shall fail to agree to provide the Executive with the same or a comparable position, duties, salary and benefits as provided to the Executive by the Corporation immediately prior to the Change in Control.

Following a Change in Control during the Term, or an Extended Term, the Executive shall be entitled to terminate the Executive's employment for Good Reason.

- (d) In the event the Executive is entitled to a severance payment under this Agreement, then in addition to such severance payment, the Executive shall be entitled to employment search assistance to secure other comparable employment for a period not to exceed one (1) year or until such comparable employment is found, whichever is the sooner, with fees for such assistance to be paid by the Corporation.

The Executive's right to receive the aforementioned payment and benefits is expressly contingent upon the signing of a waiver and release satisfactory to the Corporation which releases the Corporation and its affiliates from all claims and liabilities arising out of the Executive's employment and termination and including confidentiality provisions, which waiver and release is satisfactory to the Corporation with the respect to form, substance and timeliness.

12. Notice

- (a) Any notice, direction or other instrument required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery or registered mail and addressed;

in the case of the Executive,

2819 West 32nd Avenue
Vancouver, B.C. V6L 2B8

in the case of the Corporation,

Suite 310 – 1385 West 8th Avenue
Vancouver, B.C. V6H 3V9

- (b) Any such notice, direction or other instrument will be deemed to have been given and received, if personally delivered, on the day it was delivered, and if by registered mail, on the third business day following the date of mailing, except in the event of disruption of the postal service in which event notice will be deemed to have been received only when actually received.

13. Governing Law

This Agreement shall be governed by the laws of the Province of British Columbia and shall be binding upon the successors and assigns of the Corporation and the Executive. Should there be a disagreement or a dispute between the parties hereto with respect to this Agreement or the interpretation thereof, the matter or disagreement or dispute shall be attempted to be resolved by mediation failing which, the same shall be referred to a single arbitrator pursuant to the *Arbitration Act* of British Columbia, and the determination of such arbitrator shall be final and binding upon the parties hereto

14. Independent Legal Advice

The Executive represents and warrants to the Corporation and acknowledges and agrees that the Executive has had the opportunity to seek and was not prevented or discouraged by the Corporation from seeking independent legal advice with respect to the contents herein and the Executive fully understands the terms and legal effect of this Agreement.

15. Severability

If any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

16. Only Agreement

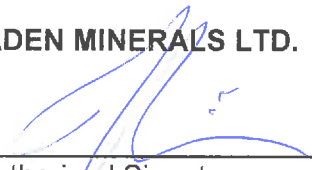
This Agreement shall constitute the only agreement between the parties governing the employment of the Executive and shall supersede any and all prior agreements that may have existed between the parties.

17. Successors

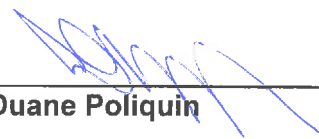
This Agreement is binding upon and enures to the benefit of the Corporation and its successors and the Executive and the heirs, executors, and personal legal representatives of the Executive. The Executive may not assign, pledge or encumber the Executive's interest in this Agreement or assign any of the rights or duties of the Executive hereunder without the prior written consent of the Corporation.

IN WITNESS WHEREOF the parties have executed this Agreement at Vancouver, British Columbia as of the day and year first above written.

ALMADEN MINERALS LTD.

Per: 
Authorized Signatory


Witness


Duane Poliquin

SCHEDULE 'A'

Executive Chairman of the Board

Reports To:

The Board of Directors ("Board") of Almaden Minerals Ltd. (the "Corporation").

Function:

Provides, together with the President and CEO of the Corporation, overall leadership and vision in developing, in concert with the Board, the strategic direction of the Corporation, and in developing the tactics and business plans necessary to increase shareholder value.

Oversees the overall business to ensure strategic and business plans are effectively implemented, the results are monitored and reported to the Board, and financial and operational objectives are attained.

Authorities and Responsibilities:

General Functions:

1. Act as Chairman of all meetings of the Board (except meetings of the independent members of the Board).
2. Assist the CEO in the review and implementation of all contracts and submissions.
3. Assist the CEO in the development and implementation of concepts developed by the CEO.
4. Supervise the Corporation's computer system including the selection and negotiation of equipment purchase or leasing of equipment, and the maintenance and operation of the Corporation's filing and technical record keeping.
5. Assist the CEO in project management including accompanying the CEO on site visits and in data review and project planning and staff supervision and instruction on site and in the selection of contractors for performance of geophysical, drilling and metallurgical services.
6. Assist the CEO and Investor Relations representatives of the Corporation in the preparation and dissemination of shareholder's communications including materials for investment and professional conferences and attending with the CEO at such conferences to interface with fund managers, brokers and other investment representatives.
7. Generally assist the CEO in the performance of the duties assigned to the CEO by the Board.

ALMADEN MINERALS LTD.
Corporate Organizational Chart
December 31, 2015

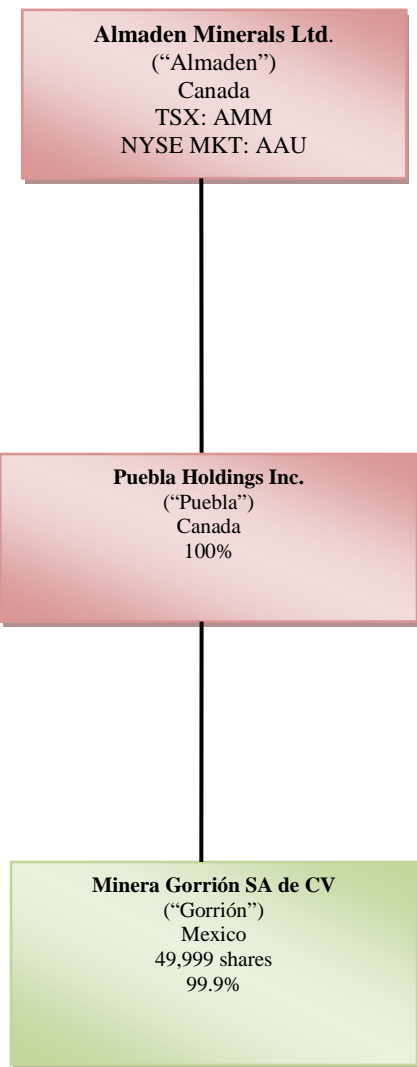


EXHIBIT 12.1

SECTION 302 OF THE SARBANES-OXLEY ACT CEO CERTIFICATION

I, Morgan Poliquin, certify that:

1. I have reviewed this annual report on Form 20-F of Almaden Minerals Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: March 29, 2016

/s/Morgan Poliquin

Morgan Poliquin
Chief Executive Officer

EXHIBIT 12.2

**SECTION 302 OF THE SARBANES-OXLEY ACT
CFO CERTIFICATION**

I, Korm Trieu, certify that:

1. I have reviewed this annual report on Form 20-F of Almaden Minerals Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Dated: March 29, 2016

/s/Korm Trieu
Korm Trieu
Chief Financial Officer

EXHIBIT 13.1

**SECTION 906 OF THE SARBANES-OXLEY ACT
CEO CERTIFICATION**

In connection with the annual report of Almaden Minerals Ltd. (the "Company") on Form 20-F for the fiscal year ending December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Morgan Poliquin, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Morgan Poliquin

Name: Morgan Poliquin
Title: Chief Executive Officer
March 29, 2016

EXHIBIT 13.2

**SECTION 906 OF THE SARBANES-OXLEY ACT
CFO CERTIFICATION**

In connection with the annual report of Almaden Minerals Ltd. (the “Company”) on Form 20-F for the fiscal year ending December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Korm Trieu, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Korm Trieu

Name: Korm Trieu
Title: Chief Financial Officer
March 29, 2016

SIGNATURE

The Registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this Annual Report on its behalf.

Almaden Minerals Ltd.
Registrant

Dated: March 29, 2016

By /s/Morgan Poliquin
Morgan Poliquin, CEO