# INVESTOR RIGHTS AGREEMENTS

THIS AGREEMENT is made as of December 20, 2019 (the "**Agreement**")

BETWEEN:

**RED PINE EXPLORATION INC**., a corporation incorporated and existingunder the laws of the Province of Ontario and having its head office at 145 Wellington Street West, Suite 1001, Toronto, Ontario M5J 1H8

(the "**Company**")

AND:

**ALAMOS GOLD INC.**, a corporation incorporated and existing under the laws of Ontario and having its head officer at Brookfield Place, 181 Bay Street, Suite 3910, Toronto, Ontario M5J 2T3

(the "**Investor**")

WHEREAS:

A. The Company and the Investor have entered into a share subscription agreement dated December 31, 2019 (the "**Subscription Agreement**") pursuant to which the Investor shall acquire common shares and warrants in the authorized share structure of the Company; and

B. As a condition of the Investor entering into the Subscription Agreement, the Company has agreed to grant certain rights set out herein to the Investor, on the terms and conditions set out herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the respective covenants and agreements of the Parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the Parties agree as follows:

## 1. DEFINITIONS

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

(a) "**Affiliate(s)**" means any Person which directly or indirectly controls, is controlled by, or is under common control with, the Investor; for purposes of the preceding sentence, "control" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise;

(b) "**Board**" means the board of directors of the Company;

(c) "**Business Day**" means any day other than a Saturday, Sunday or a day that is a statutory holiday or a civic holiday in the Province of Ontario;

(d) “**Citabar**” means Citabar Limited Partnership;

(e) “**Equity Financing**” means the issue and sale, directly or indirectly, of Equity Securities for cash or other valuable consideration other than: (i) the grant of stock options to directors, officers, employees or consultants of the Company or any subsidiary of the Company, or the issue of Equity Securities upon the exercise of any such stock options, in each case following the date hereof; (ii) the issue of Equity Securities or securities convertible into Equity Securities as a bona fide commission or finder's fee; and (iii) the issue of Equity Securities in satisfaction of fees owing by the Company;

(f) “**Equity Financing Notice**” has the meaning ascribed thereto in section 4(a);

(g) “**Equity Financing Option Period**” has the meaning ascribed thereto in section 4(b);

(h) “**Equity Financing Subscription Notice**” has the meaning ascribed thereto in section 4(b);

(i) “**Equity Securities**” means Shares or securities convertible into or exercisable or exchangeable for Shares including, without limitation, convertible debt securities;

(j) “**Exploration Committee**” has the meaning ascribed thereto in section 6(a);

(k) “**First Equity Finance Notice**” means the first Equity Financing Notice delivered under this Agreement other than in connection with the exercise of warrants or options of the Company;

(l) “**Investor's Interest**” means, on any given date, the respective ownership interest of the Investor in the Company, expressed as a percentage, and calculated as follows: (i)the number of outstanding Shares beneficially owned, directly or indirectly, or over which control or direction is exercised by the Investor and its Affiliates (after giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Shares) on any such given date; divided by (ii) the aggregate number of outstanding Shares (after giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Shares held by the Investor) on any such given date;

(m) “**Investor Nominee**” has the meaning ascribed thereto in section 2(a)(i);

(n) “**JV Agreement**” means the joint venture agreement between Citabar, the Companyand Augustine Ventures Inc. effective August 15, 2015;

(o) “**Nomination Notice**” has the meaning ascribed thereto in section 3(a);

(p) “**Nomination Right**” has the meaning ascribed thereto in section 2(a)(i);

(q) “**Observer**” has the meaning ascribed thereto in section 3(f);

(r) “**Offer**” has the meaning ascribed to it in the JV Agreement;

(s)“**Party**” or “**Parties**” means a party to this Agreement, its successors and assigns;

(t)“**Person**” means a natural person, partnership, limited partnership, limited liability partnership, company, corporation, limited liability corporation, unlimited corporation, joint stock company, trust, unincorporated association, joint venture or other entity or governmental authority, and pronouns have a similarly extended meaning;

(u)“**Shares**” means the issued and outstanding common shares in the authorized share structure of the Company;

(v)“**Subscription Agreement**” has the meaning ascribed thereto in the recitals of this Agreement;

(w)“**Third Party Offer**” has the meaning ascribed to it in the JV Agreement; and

(x)“**Transfer**” has the meaning ascribed to it in the JV Agreement.

## 2. THE INVESTOR NOMINATION RIGHT AND ANTI-DILUTION RIGHT

(a) Subject to section 10, the Investor will have the right to:

(i) subject to section 3(d), nominate up to one (1) person, at the discretion of the Investor (the “**Investor Nominee**”), for election to the board of directors of the Company (the “**Nomination Right**”) in accordance with section 3; and

(ii) maintain the Investor's Interest in the event that the Company issues or proposes to issue any Equity Securities pursuant to an Equity Financing in accordance with section 4.

For greater certainty, it will be the sole responsibility of the Investor to calculate and provide evidence of the aggregate ownership interest of the Investor in Shares upon receiving a written request therefor by the Company, such evidence to be in a form acceptable to the Company, acting reasonably.

## 3. NOMINATION PROCEDURE

For so long as the rights of the Investor set out in section 2(a)(i) continue to be in effect (which, for greater certainty, are as set out in section 10 hereof):

(a) the Investor will have the right and option exercisable at any time by notifying the Company in writing (the “**Nomination Notice**”), to exercise the Nomination Right. If the Investor wishes to exercise the Nomination Right, it will specify in the Nomination Notice: (i) the number of Shares beneficially owned, directly or indirectly, by it as at the date of the Nomination Notice; (ii) the name of the Investor Nominee to be appointed; and (iii) that the Investor Nominee is eligible to act as a director under the *Business Corporations Act* (Ontario) or, if the Company has been continued or is otherwisegoverned by another statue or regime, that the Investor Nominee is eligible to act as directors under such statute or regime and subject to the approval of stock exchange upon which the Shares may then be listed. The Investor will also provide to theCompany such other information regarding the Investor Nominee as is reasonably requested by the Company so as to comply with applicable proxy disclosure requirements under applicable securities laws.

(b) If the Investor delivers a Nomination Notice, subject to the Investor Nominee identified in the Nomination Notice being eligible to act as a director of the Company, the Company (i) will, within 5 Business Days, appoint the Investor Nominee as a director of the Company; and (ii) will nominate the Investor Nominee to stand for election as a nominee of the management of the Company at each subsequent annual general meeting of shareholders of the Company or special meeting of shareholders of the Company called for the purpose of electing directors to the Board, which meeting isat least 55 days after the date of receipt by the Company of the Nomination Notice.

(c) Subject to section 10(b) once the Investor Nominee has been appointed or elected tothe Board, the Investor Nominee will be entitled to remain on the Board until his or her successor is elected or appointed or otherwise subject to applicable Laws.

(d) In the event that the Nomination Right is exercised at a time when the Company is unable, pursuant to applicable laws and the Company's articles, to increase the size of the Board to include the Investor Nominee who has been nominated by the Investor, the Company will request that a current member of the Board resign in order that the Investor may exercise the Nomination Right.

(e) The Investor may, by notice in writing delivered to the Company, change the Investor Nominee but not more frequently than once per year and, upon delivery of anysuch notice, together with a letter of resignation of the previous Investor Nominee, the Company will as soon as possible appoint the new Investor Nominee as a director.

(f) If the Investor has not nominated, at any given time, its Investor Nominee, the Investor will, until such time as one Investor Nominee is a director of the Company, have the right to have an individual (an "**Observer**") attend Board meetings and the meetings of any Board committees from time to time. In the event the InvestorNominee is not a member of any particular Board committee, the Investor Nomineewill be entitled to act as an Observer with respect to all meetings of such committee. Subject to applicable Laws, an Observer will have the right to receive and review the same information and materials as are provided to directors for such meetings, and to speak at such meetings, but will not be entitled to vote.

## 4. EQUITY FINANCING NOTICE

For so long as the rights of the Investor set out in section 2(a)(ii) continue to be in effect, and in the event that the Company proposes to issue Equity Securities in connection with an Equity Financing:

(a) the Company will deliver a notice, in writing, to the Investor at least 10 calendar daysprior to the closing of any Equity Financing (the "**Equity Financing Notice**")

specifying: (i) as of the date thereof, the total number of Shares outstanding; (ii) the total number of Equity Securities which are proposed to be offered in such Equity Financing; (iii) the rights, privileges, restrictions, terms and conditions of such Equity Securities; (iv) the consideration for which such Equity Securities are being offered; and
(v) the proposed closing date of the Equity Financing; (vi) any subscription documents (the "Subscription Documents") in respect of such Equity Financing then available to the Company;

(b) the Investor will have the option by written notice given to the Company (an **"Equity Financing Subscription Notice"),** to subscribe for up to that number of Equity Securities being offered for sale as described in the Equity Financing Notice such that the Investor's Interest after giving effect to the proposed Equity Financing will as near as possible be equal to the Investor's Interest (or in the case of the First Equity Financing Notice, 19.99%) as at the date of the Equity Financing Notice for the consideration set forth in the Equity Financing Notice. Such Equity Financing Subscription Notice may take the form of a properly completed and duly executed Subscription Document. In the Equity Financing Subscription Notice, the Investor willspecify the number of Shares beneficially owned, directly or indirectly, by it as at thedate of the Equity Financing Notice. The option to subscribe is exercisable by the Investor for such period of time as set out in the Equity Financing Notice, which will bein all cases, the lesser of: (i) the time period (if any), less 24 hours, given by a dealer, broker, underwriter or agent (as the case may be), acting reasonably, for the Company to respond to a proposed Equity Financing (which, in any event will not be less thantwo Business Days); and (ii) 5 Business Days after the date of delivery to the Investor ofthe Equity Financing Notice (such period of time to be referred to as the "**Equity Financing Option Period"**);

(c) if the Investor fails to deliver an Equity Financing Subscription Notice for the Equity Securities covered by the Equity Financing Notice in accordance with section 4(b) within the Equity Financing Option Period or waives its rights hereunder followingreceipt of an Equity Financing Notice, then any rights which the Investor may have hadto subscribe for any of the Equity Securities covered by the Equity Financing Notice (including any Equity Securities issued upon the exercise of options, warrants or other convertible securities disclosed in such Equity Financing Notice) will be extinguished for the applicable Equity Financing, provided that the Company will not complete an Equity Financing for less consideration per Equity Security or on more favourable terms to purchasers of Equity Securities than those set out in the Equity Financing Notice without first providing the Investor with an amended Equity Financing Notice. For clarity, the Investor's failure to deliver an Equity Financing Subscription Notice in response to an Equity Financing Notice does not preclude the Investor from participating in any future Equity Financing, in accordance with this section 4, provided the Investor beneficially owns at least 10% of the issued and outstanding Shares; and

(d) each Equity Financing Notice and Equity Financing Subscription Notice, taken together, will constitute a binding agreement of the Investor to subscribe for and take up, and by the Company to issue and sell to the Investor, the number of Equity Securities subscribed for therein upon the terms and conditions specified in the Equity Financing Notice, provided that, in the case of an Equity Financing which is the exercise of options or warrants of the Company, the price per Equity Security will be equal to the greater of the exercise price of such warrants or options and the minimum allowable price under the rules of the TSX Venture Exchange (or such other principal stock exchange on which the Company's Shares may be listed at such time). Notwithstanding the foregoing, in the event that the total number of Equity Securities which are being offered changes after the delivery of the Equity Financing Notice but prior to the closing of the offering, the Investor will be given the opportunity to amend its Equity Financing Subscription Notice. Any agreement by the Investor to subscribe for Equity Securities will be conditional upon the completion of the issue and sale of Equity Securities pursuant to the Equity Financing to investors other than the Investor and, in the case of completion of a portion only of the Equity Securities listed in an Equity Financing Notice, the Investor's entitlement to acquire Equity Securities will be reducedaccordingly.

## 5. REGULATORY AND STOCK EXCHANGE APPROVAL

In the event that the Investor exercises its right to acquire Equity Securities pursuant to section 4 hereof, the Company will apply for and will use reasonable commercial efforts to obtain all applicable approvals, consents or authorizations required from all applicable securities regulatory authorities or stock exchanges. The Investor acknowledges that the issuance of Equity Securities toit hereunder is subject to receipt of all applicable approvals, consents or authorizations required to be obtained from securities regulatory authorities, the Company's shareholders and stock exchanges and the Investor agrees that, if required by applicable securities laws, the Investor will execute and deliver any reports, undertaking or other documents or furnish any required information in order forthe Company to obtain such approvals with respect to the issue of Equity Securities contemplated hereunder as may be required thereunder.

## 6. EXPLORATION COMMITTEE

(a) The Company and the Investor will establish an exploration advisory committee (the "**Exploration Committee**") whose purpose will be to discuss work commitments and strategy. The Exploration Committee will consist of two members appointed by the Investor and any number of members appointed by the Company. The Investor and the Company may appoint one or more alternates to act in the absence of a regularmember. Any alternate so acting will be deemed to be a member. Appointments will be made or changed by notice to the other Party. A member of the Exploration Committeedoes not need to be a member of the Board. The Exploration Committee will hold regular quarterly meetings in Toronto, Ontario, or at other mutually agreed places. The Company will give 30 days' notice to the Investor of such regular meetings.

(b) In lieu of meetings, the Exploration Committee may hold telephone conferences.

## 7. RIGHT OF FIRST REFUSAL

(a) If the Investor makes a Third Party Offer (as such term is defined in the JV Agreement) to Citabar in accordance with the JV Agreement, the Company agrees that it will waive its right of first refusal (the "**Red Pine ROFR**") set out in section 15.4 of the JV Agreement, provided a period of six (6) months has elapsed from the date of this Agreement.

(b) In the event the Company receives a Third Party Offer and Offer from Citabar froma Person other than the Investor, the Company shall, within five (5) calendar days from receipt of such Offer, provide details of the Third Party Offer (subject to the confidentiality provisions of the JV Agreement) and shall confirm its intention to either accept or reject the Offer to the Investor. If the Company intends to reject the Offer, the Investor shall have the right to subscribe in cash for such number of listed securitiesof the Company at the then-current market price that is sufficient for the Company to fund the acceptance of the Offer. The subscription right set out in this section 7(b) shallbe subject to the receipt of all required regulatory, shareholder and stock exchange approvals and shall be further subject to the deadlines set out in the JV Agreement.

(c) If the Company elects to accept the Third Party Offer and Offer from Citabar from a Person other than the Investor, the Investor shall, if requested by the Company, make an election upon five (5) business days' written notice to either:

(i) fund the price set out in the Offer (the "**Transfer Price**") which is required to effect the Transfer in an amount that is no less than Transfer Price multiplied bythe quotient obtained by dividing the Investor's shareholding in the Company (on a fully diluted basis) by the number obtained by adding the total issued and outstanding common shares of the Company plus the number of shares issuableupon conversion or exercise of any convertible securities held by the Investor and its Affiliates (the "**Alamos Pro Rata Share**"). The Company must, upon five (5) calendar day's written notice from the receipt of the Investor's notice of election, notify the Investor if it is unable to pay the remainder of the Transfer Price. Within two (2) calendar days of receipt of such notice, the Investor may elect to increase the amount of funding in excess of the Alamos Pro Rata share to purchase Citibar's entire Participating Interest; or

(ii) elect, by way of written notice to the Company, not to participate in the funding of the Transfer Price. Should the Investor elect not to participate, the Company shall, at its option, either accept the Offer and fund the Transfer Price in its entirety or reject the Offer with no further obligation to the Investor. If the Investor elects not to participate in funding its pro rata share of the Transfer Price pursuant to this section 7(c)(ii), the entirety of this Section 7 shall henceforth from the date of written notice of its election under this section 7(c) be null and void and of no further force or effect.

(d) The Company's acceptance of Citabar's Offer for consideration other than cash remains subject to the Investor's rights to maintain its pro rata share of the outstanding securities of the Company set out in section 4.

(e) Notwithstanding anything to the contrary herein, the Company shall be under no obligation to accept any Offer and Alamos shall have no recourse other than as set out above. In the event that the Company elects not to accept an Offer and the Investor determines it wishes to purchase Citabar's Participating Interest on terms no less favourable than as set out in the Offer, the Company shall use commercially reasonable efforts to assist the Investor to do so.

## 8. VOTING SUPPORT

The Investor agrees that it shall vote its Shares at any meeting of the shareholders of the Company in favour of the Company's management's recommendations to its shareholders with respect to the election of directors, the appointment of auditors, the amendment of compensation plans and the amendment of the capitalization of the Company, as set out in the form of proxy sent to the registered shareholders of the Company.

## 9. RERESENTATIONS AND WARRANTIES REGARDING MINERAL PROPERTIES

The Company represents and warrants as follows to the Investor at the date of this Agreement:

With respect to the Company's material mineral resource properties (collectively, the "**Property**") and all of the Company's material mineral interests and rights (including any material claims,concessions, exploration licences, exploitation licences, prospecting permits, mining leases and mining rights, in each case, either existing under contract, by operation of Law or otherwise) (collectively, the "**Mineral Rights**"):

(a) all of the Mineral Rights have been properly located and recorded in compliance with applicable Law and are comprised of valid and subsisting mineral claims;

(b) the Property and the Mineral Rights are in good standing under applicable Law and, to the knowledge of the Company, all work required to be performed and filed in respect thereof has been performed and filed, all taxes, rentals, fees, expenditures and other payments in respect thereof have been paid or incurred and all filings in respect thereof have been made;

(c) there is no material adverse claim against or challenge to the title to or ownership of the Property or any of the Mineral Rights;

(d) except as disclosed in the documents and information (the "**Public Documents"**) required to be filed by the Company under applicable securities laws: (i) the Company has the exclusive right to deal with the Property and all of the Mineral Rights, (ii) no person other than the Company has any interest in the Property or any of the Mineral Rights or the production or profits therefrom or any royalty in respect thereof or any right to acquire any such interest and (iii) there are no back-in rights, earn-in rights, rights of first refusal or similar provisions or rights which would affect the Company's interest in the Property or any of the Mineral Rights;

(e) there are no material restrictions on the ability of the Company to use, transfer or exploit the Property or any of the Mineral Rights, except pursuant to applicable Law;

(f) the Company has not received any notice, whether written or oral, from any governmental entity of any revocation or intention to revoke any interest of the Company in any of the Property or any of the Mineral Rights;

(g) except as disclosed in the Public Documents, there are no material claims or actions with respect to aboriginal or native rights currently threatened or pending with respect to the Property and the Company is not aware of any material land entitlement claims or aboriginal land claims having been asserted or any legal actions relating to aboriginal or community issues having been instituted with respect to the Property, and no material dispute in respect of the Property with any local or aboriginal or native group exists or is threatened or imminent with respect to the Property or any activities thereon;

(h) the Company has all surface rights, including fee simple estates, leases, easements, rights of way and permits or licences operations from landowners or Governmental Entity permitting the use of land by the Company, and mineral interests that arerequired to exploit the development potential of the Property and the Mineral Rights and no third party or group holds any such rights that would be required by the Company to develop the Property or any of the Mineral Rights;

(i) the Company has undertaken an asset analysis in respect of the Property, including all estimates of the mineral resources and mineral reserves reported thereon and, except as disclosed in the Public Documents, has not found any material asset impairment and does not anticipate making any write downs in respect of the Property, or any parts thereof;

(j) All information regarding the Property and the Mineral Rights, including all drill results, technical reports and studies, that are required to be disclosed by law, have been disclosed on or before the date hereof; and

(k) each of the technical reports concerning the Property comply with the requirements of National Instrument 43-101 *Standards of Disclosure for Mineral Projects* at the respective times of filing thereof and each technical report respectively reasonably presented the quantity of mineral resources attributable to the Property evaluated therein as at the datestated therein based upon information available at the time such technical report was prepared.

## 10. TERMINATION

This Agreement shall become effective upon acceptance by the Company of the Subscription Agreement and completion of the transactions set out therein. Within ten (10) days of Investor's Interest becoming less than 10%, the Investor will notify the Company in writing and:

(a) this Agreement will thereupon automatically terminate and be of no further force andeffect; and

(b) the Investor Nominee will, upon the request of a majority of the other members of theBoard at any time thereafter, resign from the Board.

## 11. USE OF PROCEEDS

The Company may use up to 10% of the gross proceeds for the Company's general and administrative expenses. The remainder of the proceeds will be used for direct exploration expenditures.

## 12. PUBLIC ANNOUNCEMENTS

The Company shall consult with the Investor before issuing, and provide the Investor the opportunity to review, comment upon and approve, any press release or other public statement withrespect to the Investor or any of its subsidiaries, and shall not issue any such press release or make any such public statement prior to such consultation and approval, except as may be required by applicable Law or stock exchange listing requirements.

## 12. FURTHER ASSURANCES

Each of the Company and the Investor hereby covenant and agree that at any time and from time to time they will, upon the request of the other, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of all the terms of this Agreement including, without limitation, any documents required to comply with securities or stock exchange requirements.

## 13. NOTICES

All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by e-mail, upon written confirmation of receipt by e-mail or otherwise, (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier, or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registeredor certified mail, return receipt requested, postage prepaid. All notices hereunder shall be deliveredto the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(a) if to the Company, to:

Red Pine Exploration Inc.
145 Wellington Street West, Suite 1001Toronto, Ontario M5J 1H8

Attention: Quentin Yarie, Chief Executive OfficerEmail: qyarie@redpineexp.com

(b) if to the Investor, to:

Alamos Gold Inc.Brookfield Place
181 Bay Street, Suite 3910 Toronto, Ontario M5J 2T3

Attention: Vice President, General CounselEmail: notice@alamosgold.com

## 14. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which so executed will be deemed to be an original, and such counterparts together will constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic image scan transmission such as PDF shall be effective as delivery of an original counterpart hereof.

## 15. ASSIGNMENT

No party to this Agreement may assign its rights or obligations under this Agreement without prior written consent of the other party to this Agreement.

## 16. SUCCESSORS AND ASSIGNS

This Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

## 17. ENTIRE AGREEMENT

This Agreement constitute the entire agreement among the Parties and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

## 18. WAIVER

Any Party hereto which is entitled to the benefits of this Agreement may, and has the right to, waive any term or condition hereof; provided, however, that such waiver must be evidenced by written instrument duly executed on behalf of such Party.

## 19. AMENDMENT

No modification or amendment to this Agreement may be made unless agreed to by the Parties in writing.

## 20. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal Laws of Canada applicable therein. Each of the Parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any other Party shall be brought and determined in the courts of the Province of Ontario or, if such courtshall not have jurisdiction, any federal court located in the Province of Ontario, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action orproceeding.

## 21. SEVERABILITY

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

[R*emainder of page intentionally left blank; signature page follows*]

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**RED PINE EXPLORATION INC.**

*(signed) "Quentin Yarie"*
By: Quentin Yarie
Title: Chief Executive Officer

**ALAMOS GOLD INC.**

*(signed) "Nils F. Engelstad"*
By: Nils F. Engelstad
Title: Vice President, General Counsel