SHARE EXCHANGE AGREEMENT AMENDING AGREEMENT

THIS AGREEMENT made as of the 19th day of September, 2025.

BETWEEN:

Q-GOLD RESOURCES LTD.,
a corporation existing under the laws of Canada, having an office at 198 Davenport Road, Toronto, Ontario M5R 1J2

(hereinafter referred to as the "**Purchaser**")

- and -

0975828 B.C. LTD.,
a corporation existing under the laws of the Province of British Columbia having a registered office at 1600-925 West Georgia Street, Vancouver, British Columbia V6C 3L2

(hereinafter referred to as "**Quartz Mountain**")

-and-

ALAMOS GOLD INC.,
a corporation existing under the laws of the Province of Ontario having a registered office at Brookfield Place, 181 Bay Street, Suite 3910, Toronto, Ontario, M5J 2T3

(hereinafter referred to as the "**Shareholder**")

WHEREAS:

A. The parties hereto have previously entered into a share exchange agreement dated as of March 31, 2025 (the "**Agreement**") whereby, among other things, the Purchaser has agreed to purchase all of the Quartz Mountain Shares as further outlined therein;

B. The TSXV has asked for certain changes to be made to the Agreement in order to ensure that any issuance of Common Shares falls within the appropriate parameters of the policies of the TSXV; and

C. The parties hereto have agreed to make certain changes to the Agreement in order to meet such requirements of the TSXV.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, it is hereby agreed among the parties as follows:

1. **Amendment to Purchase Price**

The Agreement is hereby amended by replacing "fifty percent (50%)" with "nineteen point nine-nine percent (19.99%)" in Section 2.02(d) of the Agreement with respect to the maximum number of Common Shares that can be issued concerning the Milestone Payments.

2. **Maximum Number of Common Shares Issuable**

The Agreement is hereby further amended by adding a new Section 2.02(e) outlining the maximum number of Common Shares issuable as Milestone Payments as follows:

"Notwithstanding anything else contained in this Agreement, no Common Shares shall be issued in respect of Milestone Payments in the event that such issuances of Common Shares would mean the total number of Payment Shares and Common Shares issued in respect of Milestone Payments would exceed 138,326,406 Common Shares in aggregate (the "**Share Cap**"). In the event that the number of issued and outstanding Common Shares increases to the extent that Milestone Payments may be made in excess of the Share Cap that would nonetheless result in the Shareholder owning equal to or less than 19.99% of the then issued and outstanding Common Shares, the Purchaser agrees to use commercially reasonable efforts to obtain the approval of the TSXV to satisfy Milestone Payments by issuing Common Shares if so requested by the Shareholder."

3. **Defined Terms**

Capitalized words and phrases used but not defined herein have the meanings attributed to them in the Agreement.

4. **Full Force and Effect**

Except as amended by this amending agreement, the Agreement remains in full force and effect and is binding on each of the parties to this amending agreement.

5. **Proper Law**

This amending agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereto hereby submit to the exclusive jurisdiction of the courts of Ontario.

6. **Interpretation**

Any headings preceding the text and paragraphs in this amending agreement have been inserted for convenience only and shall not be construed to affect the meaning, construction or effect of the amending agreement.

7. **Severability**

The invalidity or unenforceability of any particular provision of this amending agreement shall not effect or limit the validity or enforceability of the remaining provisions of this amending agreement.

8. **Assignment**

Neither this amending agreement nor any rights or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party which consent, by either party, may be arbitrarily refused or withheld.

9. **Waiver**

No waiver of any provision of this amending agreement shall be binding unless it is in writing. No indulgence or forbearance by a party shall constitute a waiver of such party's right to insist on performance in full and in a timely manner of all covenants in this amending agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter or any other provision of this amending agreement at any time.

10. **Further Assurances**

The parties agree to sign all such documents and to do all such things as may be necessary or desirable to more completely and effectively carry out the terms and intentions of this amending agreement.

11. **Binding Effect**

The provisions hereof, where the context permits, shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

12. **Costs**

Each party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this amending agreement.

13. **Time of the Essence**

Time shall be of the essence of this amending agreement.

14. **Counterparts**

Each of the parties shall be entitled to rely on delivery or electronically or by PDF of an executed copy of this amending agreement, and such electronic or PDF copy shall be legally effective to create a valid and binding agreement between the parties in accordance with the terms hereof. In addition, this amending agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned parties hereto have executed and delivered this agreement as of the date first above written.

Q-GOLD RESOURCES LTD.

Per: [redacted]

Name: Stan Bharti
Title: Chairman

0975828 B.C. LTD.

Per: [redacted]

Name: Gregory Fisher
Title: Secretary and Director

ALAMOS GOLD INC.

Per: [redacted]

Name: Gregory Fisher
Title: Chief Financial Officer