

AMENDMENT TO SHARE PURCHASE AGREEMENT

THIS AMENDMENT TO SHARE PURCHASE AGREEMENT (this “**Amendment**”) is made and entered into as of September 13, 2023 (the “**Effective Date**”)

AMONG:

IAMGOLD CORPORATION, a corporation existing under the laws of Canada, registered under no. 1025698-6, registered office located 401 Bay Street Suite 3200 Toronto, Ontario, M5H 2Y4,

(the “**Vendor Parent**”).

- and -

AGEM LTD., a corporation existing under the laws of Barbados, registered under no. 46205, registered office located The Business Centre, Upton, St. Michael, Barbados, West Indies,

(the “**Vendor**”).

- and -

JAGUAR MINING INC., a corporation existing under the laws of the Province of Ontario, registered under no. 1591416, registered office located 100 King Street, 56th Floor, Toronto, Ontario, M5X 1C9,

(the “**Purchaser**”).

RECITALS:

- A. The Parties previously entered into a share purchase agreement dated August 1, 2023 (the “**Existing Agreement**”).
- B. The Parties now wish to amend the Existing Agreement as further described in this Amendment.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

1. Recital A of the Existing Agreement is hereby amended to replace the stated ordinary share figure with the text in italics and to add the following text in italics:

The Vendor legally and beneficially owns and controls *220,000,000* ordinary shares (the “**IAMGOLD Brasil Shares**”) in the capital of IAMGOLD Brasil Prospecção Mineral Ltda., a company organized under the laws of Brazil (“**IAMGOLD Brasil**”), representing, 100% of the issued and outstanding share capital of IAMGOLD Brasil, *of which 210,944,590 represent the paid up capital.*

2. Subparagraph 4.1 of the Existing Agreement is hereby amended to add the following subparagraphs:
- (i) **Consent and Acknowledgement Agreement.** A duly executed Consent and Acknowledgement Agreement shall have been executed and delivered by the Parties hereto.
- (j) **Estimated Termination Figures.** The Vendor shall cause the Company to have at least sufficient cash on hand as at Closing in order to satisfy the “Estimated Termination Figures” equal in the aggregate to \$3,883,578.81 Brazilian Reais.
- (k) **Discretionary Bonus Figures.** The Vendor shall cause the Company to have at least sufficient cash on hand as at Closing in order to satisfy the “Discretionary Bonuses” equal in the aggregate to \$10,896.77 Brazilian Reais.
3. Subparagraph 5.1(c)(vi) of the Existing Agreement is hereby deleted in its entirety.
4. Subparagraph 6.1(c) of the Existing Agreement is hereby amended to delete the following text crossed out and to add the following text in italics:
- (c) any Claims relating to Employees ~~who do not accept the Purchaser’s offers of employment listed in Schedule “A” of the Consent and Acknowledgement Agreement.~~
5. Subparagraph 5.1 of the Existing Agreement is hereby amended to add the following subparagraphs:
- (g) **Consent and Acknowledgement Agreement.** A duly executed Consent and Acknowledgement Agreement shall have been executed and delivered by the Parties hereto.
- (h) **Estimated Termination Figures.** At least 10 days’ prior to the Closing and concurrently with the delivery of the request for resignation/termination list under subparagraph 4.1(c)(v), the Parties acknowledge and agree that the “Estimated Termination Figures” are equal in the aggregate to \$3,883,578.81 Brazilian Reais.
- (i) **Discretionary Bonus Figures.** The Parties acknowledge and agree that the “Discretionary Bonuses” are equal in the aggregate to \$10,896.77 Brazilian Reais.
6. Article 8 of the Existing Agreement is hereby amended to add the following subparagraph:

8.10 Lease Renewal

The negotiations with each applicable landlord with respect to lease renewal terms in connection with the following identified leases were carried out by the Company in good faith, based on the prevailing market rates, all economic inducements considered, for comparable premises, in similar locations.

	Landholder	Real Estate Property	Status

1	<i>[Redacted - Confidential Information]</i>	Sítio Taquaral	Renewed
2	<i>[Redacted - Confidential Information]</i>	Fazenda Pedra Sabão	Renewed
3	<i>[Redacted - Confidential Information]</i>	Fazenda Jaguarara	Renewed
4	<i>[Redacted - Confidential Information]</i>	Fazenda Jaguarara	Renewed
5	<i>[Redacted - Confidential Information]</i>	Fazenda Jaguarara	Renewed
6	<i>[Redacted - Confidential Information]</i>	Fazenda Jaguarara (Jaguarara e Urubu)	Renewed
7	<i>[Redacted - Confidential Information]</i>	Caldas e Mato Seco	Renewed
8	<i>[Redacted - Confidential Information]</i>	-	Renewed
9	<i>[Redacted - Confidential Information]</i>	Fazenda Jaguarara	Renewed
10	<i>[Redacted - Confidential Information]</i>	Fazenda Jaguarara (Jaguarara e Urubu)	Renewed
11	<i>[Redacted - Confidential Information]</i>	Fazenda Taquaril - Caldas	Renewed
12	<i>[Redacted - Confidential Information]</i>	Fazenda Taquaril - Caldas	Renewed
13	<i>[Redacted - Confidential Information]</i>	Fazenda Taquaril - Caldas	Renewed
14	<i>[Redacted - Confidential Information]</i>	Sítio São Judas Tadeu - Caldas	Renewed
15	<i>[Redacted - Confidential Information]</i>	Fazenda Jaguarara - Caldas	Renewed

7. Subparagraph 8.8 of the Existing Agreement is hereby deleted in its entirety.
8. Article 8 of the Existing Agreement is hereby amended to add the following subparagraph:

8.10 Post-Closing Records

The Vendor Parent and the Vendor each hereby covenant to the Purchaser to use commercially reasonable efforts to deliver, for a period of 60 days following Closing and upon receipt of any reasonable request from the Purchaser, any financial reports, documentation, data, accounts, files, agreements or Books and Records of the Company not already provided in connection with the Closing, for the purposes of assisting the Purchaser with the Purchaser's post-Closing transitioning and integration of the Company.

9. Subparagraph 9.2 of the Existing Agreement is hereby amended to add the following text in italics:

9.2 Entire Agreement

This Agreement, *the Consent and Acknowledgement Agreement*, and the Related Documents constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements among the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise.

10. Schedule A of the Existing Agreement is hereby amended to add the following defined term:

“Consent and Acknowledgement Agreement” means the consent and acknowledgment agreement entered into among the Vendor Parent, the Vendor and the Purchaser, dated September 13, 2023.

11. Subparagraph (j) of Schedule C of the Existing Agreement is hereby amended to add the following text in italics:

- (j) **Title** - Except as set out in Schedule 3.2(j) of the Disclosure Letter or indicated in Schedule E under status “Application (Requerimento de Pesquisa)”¹ or “Expired”, the Company currently holds the mineral concessions, claims, leases, licenses, permits, access rights and other rights and interests necessary to explore for minerals on its mineral properties, as summarized in the table attached as Schedule E hereto (collectively, the **“Mineral Rights”**), and the Company holds such Mineral Rights free and clear of any material Encumbrances other than Permitted Encumbrances. *Further, (a) the Mineral Rights information submitted by the Company to the Purchaser, pursuant to the Purchaser's due diligence review process under section 4.1(h), are materially complete and current, as of the date hereof; (b) the Mineral Rights listed in Schedule E under Status “Application (Requerimento de Pesquisa)” are in good standing considering ANM requirements for mineral rights in application phase, and all applicable documents and conditions required*

¹ Such applications are being reviewed by ANM and there is no certainty that such application will be approved by ANM.

by ANM were presented and fulfilled by the Company; (c) all the Mineral Rights are currently in force; (d) the Mineral Rights are represented by mining concessions, which allow each of the title holders identified in Schedule E the exclusive right to perform mining activities for gold within their respective areas, in accordance with the mine development plans (*planos de aproveitamento econômico*) if and when approved by the National Mining Agency (ANM) and subject to the obtainment of other applicable licenses and Permits; and (e) the each title holder identified in Schedule E is the sole registered holder of each corresponding Mineral Right.

12. Subparagraph (m) of Schedule C of the Existing Agreement is hereby amended to add the following text in italics:

(m) **Collective Agreements** – *Except for certain national union obligations with Federação dos Trabalhadores nas Indústrias Extrativas do Estado de Minas Gerais*, the Company is not a party to or bound by, either directly or indirectly, voluntarily or by operation of law, any collective agreement with any bargaining agent or union.

13. Schedule C of the Existing Agreement is hereby amended to add the following subparagraphs:

(r) **Drilling Activity** – Except as set out in Schedule 3.2(r) of the Disclosure Letter, no drilling activity has been carried out by the Company in the area comprising the Mineral Rights.

(s) **Area Access** – The Company had the right to access the areas comprising the Mineral Rights when entering such areas in the past.

(t) **Lease Agreements** – All material lease agreements with respect to the Mineral Rights entered into by the Company were executed by the legal title owners for the land occupied by the Company.

14. Schedule E of the Existing Agreement is hereby amended to add the following Mineral Rights:

	DNPM/ANM -ID	STAT E	MUNICIPALITY	COMPANY	STATUS
1	851.206/2012	Pará	Cachoeira do Piriá	AGUA NOVA	Application (<i>Requerimento de Pesquisa</i>). Concession not yet granted. Title Holder filed a request for permission to explore on 08 November 2012. ANM ruled against Title Holder's request on 09 May

					2013. Another request was filed on 17 May 2013. ANM has not yet ruled on such request.
2	833.834/2007	Minas Gerais	Itabirito and Rio Acima	AGUA NOVA	Permission to explore (<i>Autorização de Pesquisa</i>). Note that according to the information on ANM's data base the status of this mineral right is "Active", however, (i) the Permission to explore expired on 24 September 2018; and (ii) on 15 March 2018, ANM suspended the analysis of this mineral right due to conflict with energy project. As such, the status on the ANM's database has not been updated and the status of this mineral right in ANM's data base is deemed "Expired".
3	834.286/2008	Minas Gerais	Conselheiro Lafaiete and Ouro Branco	AGUA NOVA	Application (<i>Requerimento de Pesquisa</i>). Concession not yet granted. Title Holder filed a request for permission to explore on 28 October 2008. ANM demanded further information/docum

					ents on 09 December 2019 (with rectification on 06 January 2020). Title Holder submitted information/documents on 07 February 2020. ANM has not yet ruled on the request.
4	832.472/1995	Mina s Gerais	Caeté	IAMGOLD	Permission to explore (Autorização de Pesquisa). Note that according to the information on ANM's data base the status of this mineral right is "Active" however the Permission to explore expired on 07 April 2009. As such, the status on the ANM's database has not been updated and the status of this mineral right in ANM's data base is deemed "Expired".
5	864.208/1997	Toca ntins	Almas	IAMGOLD	Permission to explore (Autorização de Pesquisa). IAMGOLD submitted a request for extension for exploration works. The request will most likely be denied by ANM and the mineral right will cease to exist.

15. Schedule G of the Existing Agreement is hereby amended to add the following subparagraphs:

“4. prior to Closing, initiate union settlement negotiations with *Federação dos Trabalhadores nas Indústrias Extrativas do Estado de Minas Gerais*, as required by applicable law, in order to facilitate the contemplated resignation and mutual release letters effective as of Closing, from all officers, directors and Employees of the Company and its subsidiaries, as applicable, as further described in Section 4.1(c)(v) of the Agreement.

In the event that union settlement negotiations with *Federação dos Trabalhadores nas Indústrias Extrativas do Estado de Minas Gerais* are completed prior to Closing, the Company will initiate and satisfy any payment obligations pursuant to such terms and conditions of the union settlement negotiations concurrent with Closing.

In the event that union settlement negotiations with *Federação dos Trabalhadores nas Indústrias Extrativas do Estado de Minas Gerais* are not completed prior to Closing, the Parties will continue the union settlement negotiations pursuant to the terms of the Consent and Acknowledgment Agreement.”

16. This Amendment will be deemed effective as of the date first written above (the “**Effective Date**”). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to “this Agreement”, “the Agreement”, “hereunder”, “hereof”, “herein”, or words of like import will mean and be a reference to the Existing Agreement as amended by this Amendment. Unless the context of this Amendment otherwise requires, this Amendment shall be read together and shall have effect as if the provisions of the Amendment were contained in one agreement. In the event of any conflict or inconsistency between this Amendment and the Existing Agreement as to the subject matter hereof, this Amendment shall govern and prevail to the extent of such conflict or inconsistency.
17. This Amendment is governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein.
18. This Amendment is binding upon and shall enure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.
19. This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
20. This Amendment may be executed and delivered by the Parties in counterparts and may be executed and delivered by any electronic means, including email, portable document

format (PDF) and DocuSign, which when so executed and delivered shall be an original, and such counterparts shall together constitute one and the same agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

VENDOR PARENT:

IAMGOLD CORPORATION

By: "Tim Bradburn"

Name: Tim Bradburn
Title: SVP, General Counsel and
Corporate Secretary

VENDOR:

AGEM LTD.

By: "Tricia Gittens"

Name: Tricia Gittens
Title: Director

PURCHASER:

JAGUAR MINING INC.

By: _____

Name: Vernon Baker
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

VENDOR PARENT:

IAMGOLD CORPORATION

By: _____
Name: Tim Bradburn
Title: SVP, General Counsel and
Corporate Secretary

VENDOR:

AGEM LTD.

By: _____
Name: Tricia Gittens
Title: Director

PURCHASER:

JAGUAR MINING INC.

By: *"Vernon Baker"*

Name: Vernon Casey Baker
Title: Chief Executive Officer