

DEFERRED PAYMENT AGREEMENT

THIS DEFERRED PAYMENT AGREEMENT is made as of the 27th day of May, 2020 (the “**Effective Date**”).

BETWEEN:

YAMANA GOLD INC., a company incorporated under the laws of Canada and having an office address at 200 Bay Street, Suite 2200, Royal Bank Plaza, North Tower, Toronto, Ontario, Canada, M5J 2J3

(the “**Holder**”)

-and-

NOMAD ROYALTY COMPANY LTD., a company incorporated under the laws of Canada and having an office address at 500-1275 avenue des Canadiens-de-Montreal, Montreal, Québec, H3B 0G4

(the “**Payor**”)

WHEREAS:

A. The Holder, the Payor and Serra da Borda Mineracao E Metalurgia S.A. executed and delivered a royalty and contingent payment purchase agreement dated as of February 23, 2020 (the “**Royalty Purchase Agreement**”);

B. Further to the terms of the Royalty Purchase Agreement and, in particular, Section 4.1.2(b), up to US\$10 million of the purchase price thereunder may be deferred, the payment, early repayment and conversion terms thereof to be memorialized in this Agreement; and

C. The Holder has determined that an aggregate of US\$10 million (the “**Deferred Payment Amount**”) of the purchase price under Section 4.1.2(b) of the Royalty Purchase Agreement shall be deferred, to be satisfied and paid, repaid and converted pursuant to the provisions of this Agreement, all on and subject to the terms and conditions herein contained;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the recitals and of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions

In this Agreement, except as otherwise expressly provided or as the context otherwise requires:

“**Affiliate**” means, with respect to any person, any person which directly or indirectly Controls, or is Controlled by, or is under common Control with, that person.

“**Agreement**” means this Deferred Payment Agreement, including the Schedules hereto, as amended or supplemented from time to time.

“**Business Day**” means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario or Montreal, Québec are not open for business.

“**Canadian Securities Laws**” means the *Securities Act* (Ontario) and the securities laws of any other province or territory of Canada, if applicable, and the rules, regulations and policies of any Canadian securities regulatory authority administering such securities laws, as the same shall be in effect from time to time.

“**Capital Reorganization**” has the meaning attributed thereto in Section 6.3(i).

“**Change of Control**” means, following the Effective Date:

- (a) any event as a result of or following which any Person, or group of Persons “acting jointly or in concert” within the meaning of applicable Canadian Securities Laws, other than the Orion Group and its Affiliates, acquires beneficial ownership, control or direction over an aggregate of more than 50% of all of the then-outstanding equity of the Payor, including the Common Shares; or
- (b) the sale or other transfer of all or substantially all of the consolidated assets of the Payor.

For the avoidance of doubt, a Change of Control will not include a sale, merger, reorganization or other similar transaction if the previous holders of the Common Shares hold at least 50% of the voting and non-voting shares of such merged, reorganized or other continuing entity.

“**Change of Control Offer Notice**” has the meaning set forth in Section 5.1.

“**Change of Control Offer Price**” has the meaning set forth in Section 5.1.

“**Common Shares**” means the common shares in the capital of the Payor.

“**Control**” means possession, directly or indirectly, of the power to direct or cause the direction of management and policies through ownership of voting shares, interests or securities, or by contract, voting trust or otherwise; and “**Controlled**” and “**Controlling**” shall have corresponding meanings.

“**Conversion Price**” means CDN\$0.90 per Common Share, subject to adjustment in certain events as set forth herein.

“**Conversion Notice**” has the meaning set forth in Section 6.2.

“**Conversion Right**” has the meaning set forth in Section 6.1.

“**Converted Deferred Payment Amount**” has the meaning set forth in Section 6.1.

“**Current Market Price**” means, at any date, the VWAP per Common Share for the 20 consecutive trading days ending five-trading days prior to the relevant date on the most senior Exchange on which the Common Shares may then be listed and on which there is the greatest volume of trading of the Common Shares for such 20 day period, or, if the Common Shares or any other security in respect of which a determination of Current Market Price is being made are not listed on any Exchange, which includes the TSX, the Current Market Price shall be determined in good faith by the directors of the Payor, which determination shall be conclusive, absent fraud or manifest error. The VWAP shall be determined by dividing the aggregate sale price of all such Common Shares sold on the said Exchange during the said 20 consecutive trading days by the total number of such Common Shares so sold.

“**Deferred Payment Amount**” has the meaning set forth in recital C to this Agreement.

“**Dispute**” has the meaning set forth in Section 10.13.

“**Effective Date**” has the meaning set forth on page 1 hereof.

“**Event of Default**” has the meaning set forth in Section 9.1.

“Exchange” means the TSX (or the TSX Venture Exchange or such other Canadian stock exchange on which the Common Shares may be listed and traded).

“Exchange Rate” means, for any date, in the case of a conversion of an amount denominated in one currency into another currency, the daily spot rate on the Business Day preceding such date announced by the Bank of Canada for exchanging the one currency into the other currency; provided that if such rate is not available on the applicable date, then such rate shall be determined as of the immediately preceding date on which such rate is available. In the event that the Bank of Canada does not announce an exchange rate for such currencies, the Holder shall be entitled to make a good faith determination of the applicable exchange rate by reference to such other third party service providing exchanges rates as it considers appropriate which determination shall be conclusive.

“First Anniversary Date” means the 12 month anniversary of the Effective Date, being May 27, 2021.

“Governmental Authority” means any federal, provincial, state, municipal, county or regional government or governmental or regulatory authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing.

“Interest Payment Date” means the last Business Day of each of March, June, September, December in each year commencing on June 30, 2020, as well as the Maturity Date, and the date on which any part of the Deferred Payment Amount is redeemed or converted, whichever is earlier.

“Interest Shares” has the meaning set forth in Section 4.3.

“Issue Date” has the meaning set forth in Section 6.2.

“Issuer Bid” has the meaning attributed thereto in Section 6.3(j).

“Law” means any statute, regulation, by-law, order, ruling, decision, arbitration award, judgment, decree or law, and the rules and regulations of any stock exchange having jurisdiction.

“Maturity Date” means May 27, 2022, or such earlier date as the Deferred Payment Amount may become due and payable pursuant to the terms hereof.

“Obligations” means the outstanding Deferred Payment Amount or the portion of the outstanding Deferred Payment Amount which has yet to be converted, together with any accrued and unpaid interest owing thereon and all other amounts now or hereafter payable under this Agreement.

“Orion Group” means, collectively, Orion Mine Finance Fund II LP, a limited partnership under the laws of Bermuda, OMF Fund II (LI) LP, a limited Partnership existing under the laws of Bermuda, OMF II, OMF Fund II (LI) and Orion Mine Finance Fund III LP, a limited partnership under the laws of the Cayman Islands.

“Party” means a Party to this Agreement and **“Parties”** means all of the parties to this Agreement.

“Per Share Cost” has the meaning set forth in Section 6.3(b).

“Person” means any individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, unincorporated organization or Governmental Authority.

“Proceeding” means any action, claim, demand, lawsuit, audit, assessment, reassessment, arbitration, judgment, award, decree, order, injunction, prosecution and investigation, or other similar proceeding.

“Rights Offering” has the meaning set forth in Section 6.3(b).

“Rights Period” has the meaning set forth in Section 6.3(b).

“Royalty Purchase Agreement” has the meaning set forth in recital A to this Agreement.

“**Special Distribution**” has the meaning set forth in Section 6.3(f).

“**subsidiary**” means, as to any Person, any corporation or other business entity in which such Person or one or more of its subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) to elect a majority of the directors (or Persons performing similar functions) of such entity, and any partnership or joint venture if more than a 50% interest in the profits or capital thereof is owned by such Person or one or more of its subsidiaries.

“**successor corporation**” has the meaning set forth in Section 8.2.

“**Taxes**” means any present or future income and other taxes, levies, rates, royalties, deductions, withholdings, assessments, fees, dues, duties, imposts and other charges of any nature whatsoever, together with any interest and penalties, additions to tax and other additional amounts, levied, assessed or imposed by any governmental authority.

“**trading day**” means a day on which the Exchange is open for trading (or if the Common Shares are not then listed on the Exchange, such other recognized stock exchange or quotation system on which the Common Shares may trade or be quoted).

“**TSX**” means the Toronto Stock Exchange.

“**Voluntary Prepayment Offer Notice**” has the meaning set forth in Section 5.2.

“**Voluntary Prepayment Notice Deadline**” has the meaning set forth in Section 5.2.

“**Voluntary Prepayment Offer Price**” has the meaning set forth in Section 5.2.

“**VWAP**” means volume-weighted average trading price.

1.2 Interpretation

In this Agreement:

- (a) The headings are for convenience only and are not intended as a guide to interpretation of this Agreement or any portion thereof.
- (b) The word “**including**”, when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.
- (c) Unless otherwise specified, all references in this Agreement to “**CDN\$**” are references to Canadian dollars and all references to “**US\$**” are to United States dollars. For the purposes of any calculation required to be made hereunder, all conversions of amounts in one currency into another shall be made at the Exchange Rate in effect on the date of such calculation.
- (d) A reference to an entity includes any successor to that entity.
- (e) Words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.
- (f) A reference to “**approval**”, “**authorization**” or “**consent**” means written approval, authorization or consent.

1.3 Schedules

The following are the Schedules annexed hereto and incorporated by reference and deemed to be part of this Agreement:

Schedule "A"	-	Form of Conversion Notice
Schedule "B"	-	Form of Voluntary Prepayment Notice

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF THE HOLDER

2.1 Representations and Warranties of the Holder

The Holder hereby represents and warrants to the Payor as follows and acknowledges that the Payor is relying upon such representations and warranties in entering into this Agreement:

- (a) the Holder is a corporation duly incorporated, amalgamated, continued or organized, as applicable, and validly existing under the Laws of its governing jurisdiction; the Holder is duly qualified, authorized or licensed to conduct its business and is in good standing under the Laws of its governing jurisdiction;
- (b) no Proceedings have been taken or authorized by of the Holder, or, to its knowledge, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Holder;
- (c) the Holder has all necessary corporate power and capacity to execute and deliver, and to observe and perform its covenants and obligations under, this Agreement and has taken all corporate action necessary to authorize the execution and delivery, and the observance and performance of its covenants and obligations under this Agreement;
- (d) this Agreement has been duly executed and delivered by the Holder, and this Agreement constitutes a legal, valid and binding obligation of the Holder, enforceable against the Holder in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other Laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court; and
- (e) no consent, approval, notice, order, award, authorization, filing or permit is necessary or otherwise required to be obtained by the Holder from any Governmental Authority or Person in connection with the execution and delivery of this Agreement by the Holder.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE PAYOR

3.1 Representations and Warranties of the Payor

The Payor represents and warrants to the Holder as follows and acknowledges that the Holder is relying upon such representations and warranties in entering into this Agreement:

- (a) the Payor is a corporation duly incorporated, amalgamated, continued or organized, as applicable, and validly existing under the Laws of its governing jurisdiction; the Payor is duly qualified, authorized or licensed to conduct its business and is in good standing under the Laws of its governing jurisdiction;

- (b) no Proceedings have been taken or authorized by of the Payor, or, to its knowledge, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Payor;
- (c) the Payor has all necessary corporate power and capacity to execute and deliver, and to observe and perform its covenants and obligations under, this Agreement and has taken all corporate action necessary to authorize the execution and delivery, and the observance and performance of its covenants and obligations under this Agreement;
- (d) this Agreement has been duly executed and delivered by the Payor, and this Agreement constitutes a legal, valid and binding obligation of the Payor, enforceable against the Payor in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other Laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court; and
- (e) no consent, approval, notice, order, award, authorization, filing or permit is necessary or otherwise required to be obtained by the Holder from any Governmental Authority or Person in connection with the execution and delivery of this Agreement by the Payor.

ARTICLE 4 PROMISE TO PAY

4.1 Promise to Pay

The Payor promises to pay to the Holder on the Maturity Date the Deferred Payment Amount in lawful money of the United States at the address of the Holder set forth in Section 10.2 or at such other place or places as the Holder may designate by notice in writing to the Payor, and to pay interest to the Holder on the Deferred Payment Amount outstanding from time to time to the date of payment, both before and after maturity or demand, default and judgment.

4.2 Interest Payable

Interest on the outstanding Deferred Payment Amount shall be at the rate of three percent (3%) per annum, calculated and payable quarterly, not in advance, from and including the date of issue or from and including the last Interest Payment Date, whichever shall be later, and shall be paid on the applicable Interest Payment Dates. For greater certainty, such interest shall be payable before, during or after the occurrence of an Event of Default. For the avoidance of doubt, the first Interest Payment Date shall be June 30, 2020.

4.3 Method of Paying of Interest

Unless an Event of Default has occurred and is continuing, the Payor may elect, from time to time, subject to applicable regulatory approval, to satisfy its obligation to pay interest on the Deferred Payment Amount, on an applicable Interest Payment Date, in (i) cash, or (ii) the Canadian dollar equivalent value, determined using the Exchange Rate on the Business Day immediately preceding the Interest Payment Date, in Common Shares (the "**Interest Shares**") at a price per Interest Share equal to the Current Market Price as calculated five trading-days preceding the applicable Interest Payment Date. If payment is made in Interest Shares, a certificate representing the required number of Interest Shares shall be issued to the Holder within 10 days of the applicable Interest Payment Date. No fractional Interest Shares will be issued. Fractional interests in Interest Shares shall be adjusted in the manner provided in Section 7.1.

4.4 Taxes and Deductions

All payments made by the Payor to the Holder pursuant to this Agreement shall be made free and clear of, and without deduction for or on account of, any Taxes now or hereafter imposed by any official body in any

jurisdiction. If any Taxes are required to be withheld or deducted from any amounts payable by the Payor to the Holder hereunder, the Payor shall:

- (a) within the time period for payment permitted by applicable Law, pay to the appropriate Governmental Authority the full amount of such Taxes and any additional Taxes in respect of the payment required hereunder and shall make such reports and filings in connection therewith in the manner required by applicable Law; and
- (b) pay to the Holder an additional amount which (after deduction of all Taxes incurred by reason of the payment or receipt of such additional amount) will be sufficient to yield to the Holder the full amount which would have been received by the Holder had no deduction or withholding been made.

Upon the request of the Holder, the Payor shall furnish to the Holder the original or a certified copy of a receipt for (or other satisfactory evidence as to) the payment of each of the Taxes (if any) payable in respect of such payment. If the Holder receives a refund of any Taxes with respect to which the Payor has paid any additional amount under this Section, the Holder shall pay over such refund to the Payor.

ARTICLE 5

EARLY PAYMENT OF DEFERRED PAYMENT AMOUNT

5.1 Early Payment on a Change of Control

Upon the occurrence of any event constituting or reasonably likely to constitute a Change of Control of the Payor, the Payor shall give written notice to the Holder of such Change of Control at least 45 days or as soon as reasonably practicable, but in no event less than 15 days, prior to the effective date of any such Change of Control. As soon as reasonably practicable following the consummation of a Change of Control of the Payor, but in no event more than 20 days thereafter, the Payor shall make an offer in writing (the "**Change of Control Offer Notice**") to the Holder whereby the Holder may, at the Holder's election, require the Payor to pay the Deferred Payment Amount, in whole or in part, on the date that is 30 days following the date of the Change of Control Offer Notice, at a price equal to 105% of the Deferred Payment Amount then outstanding plus accrued and unpaid interest thereon up to and including the date of payment (the "**Change of Control Offer Price**").

5.2 Voluntary Early Payment At Option of Payor

The Payor shall have the right to elect to prepay all but not less than all of the outstanding Deferred Payment Amount at a price equal to 105% of the Deferred Payment Amount plus accrued and unpaid interest thereon up to and including the date of payment (the "**Voluntary Prepayment Offer Price**") by the delivery of an election in writing (the "**Voluntary Prepayment Offer Notice**") to the Holder, no earlier than 45 days before the First Anniversary Date and no later than 30 days before the First Anniversary Date (the "**Voluntary Prepayment Notice Deadline**").

The payment by the Payor of the Voluntary Prepayment Offer Price shall be made by the Payor to the Holder on the second Business Day after the First Anniversary Date.

At any time following the receipt by the Holder of the Voluntary Prepayment Offer Notice, up to and including the last Business Day prior to the First Anniversary Date, the Holder shall be entitled to exercise its right to convert all or any part of the Deferred Payment Amount into a number of Common Shares pursuant to its conversion rights as set forth in Article 6 and 7 by providing notice in writing to the Payor.

If the Payor shall not deliver a Voluntary Prepayment Offer Notice to the Holder on or before the Voluntary Prepayment Notice Deadline, then the Payor shall cease to have any right to elect to prepay any part of the Deferred Payment Amount under this Section 5.2.

Save and except as provided in this Section 5.2, without the prior written consent of the Holder (which may be withheld for any reason), the Payor shall not have the right, by any means whatsoever, including without limitation, by way of purchase for cancellation, to prepay all or any portion of the outstanding Deferred Payment Amount or any interest due and owing thereon prior to the Maturity Date.

ARTICLE 6 CONVERSION RIGHTS

6.1 Conversion Rights

Upon and subject to the terms and conditions hereinafter set forth, the Holder shall have the right (the "**Conversion Right**"), but not the obligation, at any time, and from time to time on or prior to 5:00 p.m. (Toronto time) on the Business Day immediately preceding; (i) the Maturity Date; or (ii) the date fixed for repayment of the outstanding Deferred Payment Amount pursuant to Section 5.1 or 5.2, as applicable; to notify the Payor, by providing a Conversion Notice, that it wishes to exchange or convert, for no additional consideration, in either such case, the Canadian dollar equivalent, determined using the Exchange Rate on the Business Day immediately preceding the Issue Date, of all or any part of the outstanding Deferred Payment Amount (the "**Converted Deferred Payment Amount**") into fully paid and non-assessable Common Shares at the Conversion Price in effect on the Issue Date.

The Conversion Right shall extend only to the maximum number of whole Common Shares into which the outstanding Deferred Payment Amount or any part thereof may be converted in accordance with this Section 6.1. Fractional interests in Common Shares shall be adjusted in the manner provided in Section 7.1.

For greater certainty, upon conversion pursuant to the Conversion Right, the Holder will receive accrued and unpaid interest on the outstanding Deferred Payment Amount so converted for the period from and including the date of issue or the date of the last Interest Payment Date, whichever shall be later, to and including the date of conversion. In accordance with Section 4.3, the Payor may elect, subject to applicable regulatory approval, to satisfy its obligation to pay such interest in either (i) cash, or (ii) Interest Shares.

6.2 Conversion Procedure

The Conversion Right may be exercised by the Holder by completing and signing the notice of conversion (the "**Conversion Notice**") attached hereto as Schedule "A" and delivering the Conversion Notice to the Payor.

The Conversion Notice shall provide that the Conversion Right is being exercised, shall specify the Converted Deferred Payment Amount and shall set out the date (the "**Issue Date**") on which the Common Shares are to be issued upon the exercise of the Conversion Right (such date to be no earlier than five Business Days and no later than 10 Business Days after the day on which the Conversion Notice is delivered).

The conversion shall be deemed to have been effected immediately prior to the close of business on the Issue Date and the Common Shares issuable upon conversion shall be deemed to be issued as fully paid and non-assessable shares at such time. Within 10 Business Days after the Issue Date, a certificate for the required number of Common Shares shall be issued to the Holder. If less than all of the outstanding Deferred Payment Amount is the subject of the Conversion Right, then within 10 Business Days after the Issue Date, the Payor shall deliver to the Holder for signature by both the Payor and the Holder, in form acceptable to both Parties, acting reasonably, a supplement to this Agreement setting forth the principal amount of the unconverted Deferred Payment Amount. If the Conversion Right is being exercised in respect of the entire outstanding Deferred Payment Amount and all accrued and unpaid interest on the outstanding Deferred Payment Amount so converted has been repaid or converted into Interest Shares, as the case may be, this Agreement shall be automatically terminated and of no further force and effect.

6.3 Adjustment of Conversion Price

The Conversion Price in effect at any date shall be subject to adjustment from time to time as follows:

- (a) If and whenever at any time prior to the Maturity Date, the Payor shall:
- (i) subdivide, redivide or change the outstanding Common Shares into a greater number of Common Shares;
 - (ii) reduce, combine or consolidate the outstanding Common Shares into a lesser number of Common Shares; or
 - (iii) issue Common Shares (or securities convertible into or exchangeable for Common Shares) to the holders of all or substantially all of the outstanding Common Shares by way of stock dividend or other distribution (other than, if applicable, a dividend paid in the ordinary course or a distribution of Common Shares upon the exercise of warrants, options, restricted share units, deferred share units or other exchangeable or convertible securities of the Payor),

the Conversion Price in effect on the effective date of such subdivision, redivision, change, reduction, combination or consolidation or on the record date for such issue of Common Shares (or securities convertible into or exchangeable for Common Shares) by way of a stock dividend or other distribution, as the case may be, shall, in the case of the events referred to in Sections 6.3(a)(i) and (iii) above, be decreased in proportion to the increase in the number of outstanding Common Shares resulting from such subdivision, redivision, change or dividend (including, in the case where securities convertible into or exchangeable for Common Shares are issued, the number of Common Shares that would have been outstanding had such securities been converted into or exchanged for Common Shares on such effective or record date) or shall, in the case of the events referred to in Section 6.3(a)(ii) above, be increased in proportion to the decrease in the number of outstanding Common Shares resulting from such reduction, combination or consolidation on such effective or record date. Such adjustment shall be made successively whenever any event referred to in this Section 6.3 shall occur. Any such issue of Common Shares (or securities convertible into or exchangeable for Common Shares) by way of a stock dividend or other distribution shall be deemed to have been made on the record date for the stock dividend or other distribution for the purpose of calculating the number of outstanding Common Shares under Section 6.3(b) and (f) to the extent that any such securities are not converted into or exchanged for Common Shares, prior to the expiration of the conversion or exchange right, the Conversion Price shall be readjusted effective as at the date of such expiration to the Conversion Price which would then be in effect based upon the number of Common Shares actually issued on the exercise of such conversion or exchange right.

- (b) If and whenever at any time prior to the Maturity Date, the Payor shall fix a record date for the issuance of rights, options or warrants to all or substantially all the holders of its outstanding Common Shares entitling them, for a period expiring not more than 45 days after such date of issue (such period from the record date to the date of expiry being referred to in this Section 6.3(b) as the "**Rights Period**"), to subscribe for or purchase Common Shares or securities convertible into or exchangeable for Common Shares) (such subscription price per Common Share (inclusive of any cost of acquisition of securities exchangeable for or convertible into Common Shares in addition to any direct cost of Common Shares), being referred to in this Section 6.3(b) as the "**Per Share Cost**"), the Payor shall give written notice to the Holder with respect thereto (any of such events herein referred to as a "**Rights Offering**"), and the Holder shall have 15 days after receipt of such notice to elect to convert any or all of the outstanding Deferred Payment Amount into Common Shares at the then applicable Conversion Price and otherwise on terms and conditions set out in this Agreement. If the Holder elects to convert any or all of the outstanding Deferred Payment Amount, such conversion shall occur immediately prior to the record date for the issuance of such rights, options or warrants. If the Holder elects not to convert any of the outstanding Deferred Payment Amount, there shall continue to be an adjustment to the Conversion Price as a result of the issuance of such rights, options or warrants, in the manner hereinafter provided. The Conversion Price will be adjusted effective immediately after the end of the Rights Period to a price determined by multiplying the Conversion Price in effect immediately prior to the end of the Rights Period by a fraction:

- (i) the numerator of which is the aggregate of:
 - (A) the number of Common Shares outstanding as of the record date for the Rights Offering; and
 - (B) the number determined by dividing the product of the Per Share Cost and:
 - (1) where the event giving rise to the application of this Section 6.3(b) was the issue of rights, options or warrants to the holders of Common Shares under which such holders are entitled to subscribe for or purchase additional Common Shares, the number of Common Shares so subscribed for or purchased during the Rights Period, or
 - (2) where the event giving rise to the application of this Section 6.3(b) was the issue of rights, options or warrants to the holders of Common Shares under which such holders are entitled to subscribe for or purchase securities exchangeable for or convertible into Common Shares, the number of Common Shares for which those securities so subscribed for or purchased during the Rights Period could have been exchanged or into which they could have been converted during the Rights Period,

by the Current Market Price as of the record date for the Rights Offering; and

- (ii) the denominator of which is:
 - (A) in the case described in subparagraph Section 6.3(b)(i)(B)(1), the number of Common Shares outstanding, or
 - (B) in the case described in subparagraph Section 6.3(b)(i)(B)(2), the number of Common Shares that would be outstanding if all the Common Shares described in subparagraph Section 6.3(b)(i)(B)(2), had been issued,

as at the end of the Rights Period.

Any Common Shares owned by or held for the account of the Payor or any subsidiary or affiliate (as defined in the *Securities Act* (Ontario)) of the Payor will be deemed not to be outstanding for the purpose of any such computation.

- (c) If by the terms of the rights, options or warrants referred to in Section 6.3(b) there is more than one purchase, conversion or exchange price per Common Share, the aggregate price of the total number of additional Common Shares offered for subscription or purchase, or the aggregate conversion or exchange price of the convertible securities so offered, will be calculated for purposes of the adjustment on the basis of:
 - (i) the lowest purchase, conversion or exchange price per Common Share if such price is applicable to all Common Shares which are subject to the rights, options or warrants, and
 - (ii) the average purchase, conversion or exchange price per Common Share if the applicable price is determined by reference to the number of Common Shares acquired.
- (d) To the extent that any adjustment in the Conversion Price occurs pursuant to Section 6.3(b) as a result of the fixing by the Payor of a record date for the distribution of rights, options or warrants referred to in Section 6.3(b), the Conversion Price will be readjusted immediately after the expiration of any relevant exchange, conversion or exercise right to the Conversion Price

which would then be in effect based upon the number of Common Shares actually issued and remaining issuable after such expiration, and will be further readjusted in such manner upon expiration of any further such right.

- (e) If the Holder has exercised its Conversion Right in accordance herewith during the Rights Period, the Holder will, in addition to the Common Shares to which it is otherwise entitled upon such exercise, be entitled to that number of additional Common Shares equal to the result obtained when the difference, if any, between the Conversion Price in effect immediately prior to, and the Conversion Price in effect immediately following the end of such Rights Offering pursuant to Section 6.3(b), is multiplied by the number of Common Shares received upon the exercise of the Conversion Right during such period, and the resulting product is divided by the Conversion Price as adjusted for such Rights Offering pursuant to Section 6.3(b); provided that no fractional Common Shares will be issued. Such additional Common Shares will be deemed to have been issued to the Holder immediately following the end of the Rights Period and a certificate for such additional Common Shares will be delivered to the Holder within 10 Business Days following the end of the Rights Period.
- (f) If and whenever at any time prior to the Maturity Date, the Payor shall fix a record date for the making of a distribution to all or substantially all the holders of its outstanding Common Shares of (i) shares of any class other than Common Shares (or other than securities convertible into or exchangeable for Common Shares), or (ii) rights, options or warrants (other than rights, options or warrants referred to in Section 6.3(b)), or (iii) evidences of its indebtedness, or (iv) assets (in each case, other than dividends paid in the ordinary course) then, in each such case, the Payor shall give written notice to the Holder with respect thereto, and the Holder shall have 15 days after receipt of such notice to elect to convert any or all of the outstanding Deferred Payment Amount into Common Shares at the then applicable Conversion Price and otherwise on terms and conditions set out in this Agreement. If the Holder elects to convert any or all of the outstanding Deferred Payment Amount, such conversion shall occur immediately prior to the record date for the making of such distribution. If the Holder elects not to convert any of the outstanding Deferred Payment Amount, there shall continue to be an adjustment to the Conversion Price as a result of the making of such distribution (herein referred to as a **“Special Distribution”**), determined in the manner hereafter set out in Section 6.3(g). In this Section 6.3(f), the term **“dividends paid in the ordinary course”** shall include the value of any securities or other property or assets distributed in lieu of cash dividends paid in the ordinary course at the option of shareholders.
- (g) In circumstances described in Section 6.3(f), the Conversion Price will be adjusted effective immediately after such record date to a price determined by multiplying the Conversion Price in effect on such record date by a fraction:
 - (i) the numerator of which is:
 - (A) the product of the number of Common Shares outstanding on such record date and the Current Market Price of the Common Shares on such record date; less
 - (B) the aggregate fair market value (as determined by action by the directors of the Payor, acting reasonably) to the holders of the Common Shares of such securities or property or other assets so issued or distributed in the Special Distribution; and
 - (ii) the denominator of which is the number of Common Shares outstanding on such record date multiplied by the Current Market Price of the Common Shares on such record date.

Any Common Shares owned by or held for the account of the Payor or any subsidiary or Affiliate will be deemed not to be outstanding for the purpose of any such computation.

- (h) Subject to Section 6.1, in the case of any reclassification of, or other change in, the outstanding Common Shares pursuant to a Change of Control, the Holder may elect, prior to the effective date of such Change of Control, to convert any or all of the outstanding Deferred Payment Amount into Common Shares at the Conversion Price in effect as at the date of the Change of Control and otherwise on terms and conditions set out in this Agreement. To exercise such right the Holder must provide a notice in writing to the Payor no later than seven days prior to the effective date of such Change of Control. If the Holder elects to convert any or all of the outstanding Deferred Payment Amount, such conversion shall occur immediately prior to the effective date of such Change of Control. If the Holder elects not to convert any of the outstanding Deferred Payment Amount, the Conversion Price in effect after the effective date of such Change of Control shall be increased or decreased, as the case may be, in proportion to any decrease or increase in the number of outstanding Common Shares from such Change of Control so that the Holder, upon the exercise of the Conversion Right after the effective date of such Change of Control, will be entitled to receive the aggregate number of Common Shares, or other securities, if any, which the Holder would have been entitled to receive as a result of such Change of Control if, on the effective date thereof, the Holder had been the registered holder of the number of Common Shares to which the Holder was theretofore entitled upon the exercise of the Conversion Right.
- (i) If and whenever at any time prior to the Maturity Date there is a reclassification or redesignation of the Common Shares outstanding at any time or a change of the Common Shares into other shares or into other securities (other than as set out in Section 6.3(a), Section 6.3(b), Section 6.3(f) or Section 6.3(h), or a consolidation, amalgamation or merger of the Payor with or into any other corporation or other entity (other than a consolidation, amalgamation or merger which does not result in any reclassification or redesignation of the outstanding Common Shares or a change of the Common Shares into other shares or into other securities and other than as set forth in Section 6.3(h)), or a transfer of the undertaking or assets of the Payor as an entirety or substantially as an entirety to another corporation or other entity (any of such events being called a "**Capital Reorganization**"), the Holder, upon the exercise of the Conversion Right, after the effective date of such Capital Reorganization, will be entitled to receive in lieu of the number of Common Shares to which the Holder was theretofore entitled upon such exercise, the aggregate number of shares, other securities or other property, if any, which the Holder would have been entitled to receive as a result of such Capital Reorganization if, on the effective date thereof, the Holder had been the registered holder of the number of Common Shares to which such Holder was theretofore entitled upon the exercise of the Conversion Right. If determined appropriate by action of the directors of the Payor, appropriate adjustments will be made as a result of any such Capital Reorganization in the application of the provisions set forth in this Section with respect to the rights and interests thereafter of the Holder to the end that the provisions set forth in this Section will thereafter correspondingly be made applicable as nearly as may reasonably be in relation to any shares, other securities or other property thereafter deliverable upon the exercise of the Conversion Right. Any such adjustment must be made by and set forth in an amendment to this Agreement approved by action by the directors of the Payor, acting reasonably, and will for all purposes be conclusively deemed to be an appropriate adjustment.
- (j) If and whenever at any time prior to the Maturity Date, the Payor or a subsidiary of the Payor shall make an issuer bid or a tender or exchange offer (other than an odd lot offer or a normal course issuer bid) to all or substantially all of the holders of Common Shares for all or any portion of the Common Shares where the cash and the value of any other consideration included in such payment per Common Share exceeds the Current Market Price on the trading day immediately preceding the commencement of the issuer bid or tender or exchange offer (any such issuer bid or tender or exchange offer being called an "**Issuer Bid**"), the Conversion Price shall be adjusted to a price determined by multiplying the applicable Conversion Price in effect on the date of the completion of such Issuer Bid by a fraction, the numerator of which shall be the product of (i) the number of Common Shares outstanding immediately prior to the completion of the Issuer Bid (without giving effect to any reduction in respect of any tendered or exchanged shares) and (ii) the Current Market Price on the trading day immediately preceding

the commencement of the Issuer Bid, and the denominator of which shall be the sum of (i) the fair market value (determined by the board of directors of the Payor, acting reasonably and in good faith) of the aggregate consideration paid by the Payor or a subsidiary of the Payor to holders of Common Shares upon completion of such Issuer Bid, and (ii) the product of (A) the difference between the number of Common Shares outstanding immediately prior to the completion of the Issued Bid (without giving effect to any reduction in respect of tendered or exchanged shares) and the number of Common Shares actually purchased by the Payor or a subsidiary of the Payor pursuant to the Issuer Bid, and (B) the Current Market Price on the trading day immediately preceding the commencement of the Issuer Bid.

- (k) In the case of any reclassification of, or other change in, the outstanding Common Shares (other than a change referred to in Section 6.3(a) (b), (f) (h) (i) or (j) hereof, the Conversion Price shall be adjusted, subject to the TSX approval, in such manner, if any, and at such time, as the board of directors of the Payor determines, acting reasonably, to be appropriate on a basis consistent with the intent of this Section; provided that if at any time a dispute arises with respect to adjustments provided for in this Section 6.3 **Error! Reference source not found.**, such dispute will be conclusively determined by the auditors of the Payor or if they are unable or unwilling to act, by such other firm of independent chartered accountants as may be selected by action of the directors of the Payor, acting reasonably, and any such determination will be binding on the Payor and the Holder. The Payor will provide such auditors or accountants with access to all necessary records of the Payor.
- (l) In any case in which this Section shall require that an adjustment shall become effective immediately after a record date for an event referred to herein, the Payor may defer, until the occurrence of such event, issuing to the Holder before the occurrence of such event, the additional Common Shares issuable upon such conversion by reason of the adjustment required by such event before giving effect to such adjustment; provided, however, that the Payor shall deliver to the Holder an appropriate instrument evidencing the Holder's right to receive such additional Common Shares upon the occurrence of the event requiring such adjustment and the right to receive any distributions made on such additional Common Shares declared in favour of holders of record of Common Shares on and after the Issue Date or such later date as the Holder would, but for the provisions of this Section 6.3(l), have become the holder of such additional Common Shares pursuant to this Section.
- (m) The adjustments provided for in this Section 6.3 are cumulative and shall apply to successive subdivisions, redivisions, reductions, combinations, consolidations, distributions, issues or other events resulting in any adjustment under the provisions of this Section, provided that, notwithstanding any other provision of this Section, no adjustment of the Conversion Price shall be required unless such adjustment would require an increase or decrease of at least 1% in the Conversion Price then in effect; provided, however, that any adjustments which by reason of this Section 6.3(m) are not required to be made shall be carried forward and taken into account in any subsequent adjustment.
- (n) No Conversion Price adjustment will be made to the extent that the Payor makes an equivalent distribution to the Holder under this Agreement. No adjustment to the Conversion Price will be made for distributions or dividends on Common Shares issuable upon conversion of the Deferred Payment Amount that has been surrendered for conversion, provided that the Holder converting the Deferred Payment Amount shall be entitled to receive, in addition to the applicable number of Common Shares, accrued and unpaid interest payable in accordance with this Agreement.
- (o) Notwithstanding anything in this Section, no adjustment shall be made in the conversion rights in this Agreement if the issue of Common Shares is being made in connection with any share incentive plan or restricted share unit plan or share purchase plan in force from time to time for directors, officers, employees, consultants or other service providers of the Holder.

6.4 Certificate as to Adjustment

The Payor shall from time to time, immediately after the occurrence of any event which requires an adjustment or readjustment as provided in Section 6.3, deliver an officer's certificate to the Holder specifying the nature of the event requiring the same and the amount of the adjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based. Subject to the dispute resolution procedure in Section 6.3(k), such certificate shall be binding and determinative of the adjustment to be made, absent manifest error.

ARTICLE 7 CONVERSION MECHANICS

7.1 No Requirement to Issue Fractional Shares

The Payor shall not be required to issue fractional Common Shares upon the conversion of the Deferred Payment Amount or any interest outstanding under this Agreement. If any fractional interest in a Common Share would, except for the provisions of this Section, be deliverable upon the conversion of any amount hereunder, the number of Common Shares to be issued shall be rounded down to the nearest whole Common Share.

7.2 Obligation of the Payor to Issue Common Shares

The Payor hereby covenants and agrees that it will issue and deliver Common Shares to the Holder upon the exercise of the Conversion Right or in the event that the Payor elects to satisfy its obligation to pay interest on the outstanding Deferred Payment Amount in accordance with the terms hereof.

7.3 Payor to Reserve Common Shares

The Payor covenants with the Holder that it will at all times reserve and keep available out of its authorized Common Shares, solely for the purpose of issue upon exercise of the Conversion Right or in the event that the Payor elects to satisfy its obligation to pay interest on the outstanding Deferred Payment Amount in accordance with the terms hereof, and conditionally allot to the Holder, such number of Common Shares as shall then be issuable upon the conversion of any portion of the Deferred Payment Amount or any interest thereon. The Payor covenants with the Holder that all Common Shares which shall be so issuable shall be duly and validly issued as fully paid and non-assessable.

7.4 Listing

The Payor will, at its expense and as expeditiously as possible, use its reasonable commercial efforts to cause all Common Shares issuable upon the conversion of the Deferred Payment Amount to be duly listed on the Exchange and/or any other stock exchange upon which the Common Shares may be then listed prior to the issuance of such Common Shares.

7.5 Shareholder of Record

For all purposes, the Holder shall be deemed to have become the holder of record of the Interest Shares into which the outstanding interest is converted in accordance with Article 6 on the applicable Interest Payment Date and the Holder shall be deemed to have become the holder of record of the Common Shares into which the outstanding Deferred Payment Amount (or a portion thereof) is converted in accordance with Article 6 on the Issue Date.

7.6 Resale Restrictions, Legending and Disclosure

By its acceptance hereof, the Holder acknowledges that the Common Shares issuable upon the conversion of the outstanding Deferred Payment Amount (or a portion thereof) or any interest outstanding, may be subject to certain resale restrictions under applicable securities laws, and the Holder agrees to comply with all such restrictions and laws. The Holder further acknowledges and agrees that all certificates representing Common

Shares issuable under this Agreement, will bear the legend substantially in the form set forth below; provided that, such legend shall not be required on Common Share certificates issued at any time following September 28 2020, being the date which is four months plus one day after the Effective Date.

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE SEPTEMBER 28, 2020.”

The Holder acknowledges that the Payor will be required to provide to the applicable securities regulatory authorities and the Exchange the identity of the Holder and its principals and the Holder hereby agrees thereto.

ARTICLE 8 COVENANTS OF THE PAYOR

8.1 Positive Covenants

The Payor covenants and agrees that:

- (a) the Payor shall keep adequate and accurate records and books of account in which complete entries will be made reflecting all financial transactions and prepare its financial statements in accordance with international financial reporting standards.
- (b) the Payor shall pay all principal, interest and other amounts owing to the Holder hereunder promptly when due;
- (c) the Payor shall promptly perform and satisfy all covenants and obligations to be performed by it pursuant to this Agreement; and
- (d) the Payor shall promptly, and in any event within five Business Days of a responsible officer of the Payor becoming aware, give notice to the Holder of the existence of any Event of Default.

8.2 Negative Covenants

The Payor covenants and agrees that, without the prior written consent of the Holder, the Payor shall not enter into any transaction whereby all or substantially all of its undertaking, property and assets would become the property of any other corporation (herein called a **“successor corporation”**) whether by way of reorganization, reconstruction, consolidation, amalgamation, merger, transfer, sale, disposition or otherwise, unless:

- (a) prior to or contemporaneously with the consummation of such transaction the Payor and the successor corporation shall have executed such instruments and done such things as the Payor, acting reasonably, considers necessary or advisable to establish that upon the consummation of such transaction:
- (b) the successor corporation will have assumed all the covenants and obligations of the Payor pursuant to this Agreement;
- (c) this Agreement and the terms set forth herein will be a valid and binding obligation of the successor corporation entitling the Holder, as against the successor corporation, to all the rights of the Holder hereunder; and
- (d) no Event of Default is continuing on the date of such transaction or would occur as a result of such transaction.

**ARTICLE 9
EVENTS OF DEFAULT**

9.1 Events of Default

Any of the following shall constitute an Event of Default pursuant to this Agreement (each an “**Event of Default**”):

- (a) the outstanding Deferred Payment Amount hereunder shall not be paid when due;
- (b) any interest or other amount payable pursuant to this Agreement shall not be paid within five Business Days of when due;
- (c) the Payor defaults in the performance of or compliance with any other term contained in this Agreement (other than that referred to in subparagraph (a) of this Section 9.1) and such default, if capable of being remedied, is not remedied within 20 days of the Payor receiving written notice of such default from the Holder;
- (d) if the Payor shall generally fail to pay, or admit in writing its inability or unwillingness to pay, debts as they become due or if a decree or order of a court having jurisdiction is entered adjudging the Payor or any material subsidiary of the Payor a bankrupt or insolvent;
- (e) if the Payor or any material subsidiary of the Payor shall apply for, consent to or acquiesce in the appointment of a trustee, receiver, or other custodian for the Payor or any material subsidiary of the Payor, as applicable, or for a substantial part of the property thereof, or make a general assignment for the benefit of creditors;
- (f) if the Payor or any material subsidiary of the Payor shall in the absence of such application, consent or acquiescence referenced in Section 9.1(e) above, become subject to the appointment of a trustee, receiver, or other custodian for the Payor or any material subsidiary of the Payor, as applicable, or for a substantial part of the property thereof, or have a distress, execution, attachment, sequestration or other legal process levied or enforced on or against a substantial part of the property of the Payor or any material subsidiary of the Payor, as applicable; and
- (g) if the Payor or any material subsidiary of the Payor shall permit or suffer to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution, winding up or liquidation proceeding, in respect of the Payor or any material subsidiary of the Payor, as applicable, and, if any such case or proceeding is not commenced by the Payor or any material subsidiary of the Payor, as applicable, such case or proceeding, if contested by the Payor or any material subsidiary of the Payor, as applicable, is not dismissed within 30 days, unless and except in the case where all or part of the undertaking and assets of such material subsidiary of the Payor are transferred to the Payor or any other subsidiary of the Payor.

If an Event of Default shall occur, the entire outstanding Deferred Payment Amount and accrued and unpaid interest thereon shall become immediately due and payable without any declaration, further notice, demand or presentment pursuant to the terms of this Agreement or other act on the part of the Holder. In such circumstance, and subject to applicable regulatory approval, the entire outstanding Deferred Payment Amount and accrued and unpaid interest thereon shall be payable in either, at the option of the Holder, (i) cash, or (ii) the equivalent value in Common Shares at a price per Common Share equal to the Current Market Price as calculated five trading days preceding the date of conversion. Immediately upon the occurrence of any Event of Default, or upon failure to pay the Deferred Payment Amount or any accrued and unpaid interest thereon on the Maturity Date, the Holder may proceed to protect, enforce, exercise and pursue any and all rights and remedies available to the Holder pursuant to this Agreement or at law or in equity.

If any other Event of Default shall occur for any reason, whether voluntary or involuntary, and be continuing, the Holder may declare all or any portion of the outstanding Deferred Payment Amount and accrued and unpaid interest thereon to be due and payable, whereupon the full unpaid amount of the Deferred Payment Amount which shall be so declared due and payable shall be and become immediately due and payable without any further declaration, notice, demand or presentment pursuant to the terms of this Agreement or other act on the part of the Holder. In such circumstance, and subject to applicable regulatory approval, the unpaid amount of the Deferred Payment Amount which shall be so declared due and payable shall be payable in either, at the option of the Holder, (i) cash, or (ii) the equivalent value in Common Shares at a price per Common Share equal to the Current Market Price as calculated five trading days preceding the date of conversion.

ARTICLE 10 MISCELLANEOUS

10.1 Legal and Other Fees and Expenses

The Parties will pay their respective legal, accounting and other professional fees and expenses incurred by each of them in connection with the negotiation and settlement of this Agreement and other matters pertaining hereto.

10.2 Notices

All notices, requests, demands or other communications required or permitted to be given by any party to another pursuant to this Agreement shall be given in writing and delivered by personal service, pre-paid registered mail or email, addressed as follows:

(a) To the Holder:

Yamana Gold Inc.
200 Bay Street
Suite 2200, Royal Bank Plaza, North Tower
Toronto, Ontario M5J 2J3

Attention: Sofia Tsakos
Email: *[Email address redacted - confidentiality reasons]*

with a copy (which shall not constitute notice) to:

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

Attention: Mark Bennett
Email: mbennett@casselsbrock.com

(b) To the Payor:

Nomad Royalty Company Ltd.
1275 Av. des Canadiens-de-Montréal
Suite 500
Montreal, Québec H3B 0G4

Attention: Vincent Metcalfe
Email: *[Email address redacted - confidentiality reasons]*

- and-

Attention: Joseph De La Plante
Email: [Email address redacted - confidentiality reasons]

with a copy (which shall not constitute notice) to:

Fasken Martineau DuMoulin LLP
800 Victoria Square, Suite 3500
P.O. Box 242, Montreal, Québec H4Z 1E9

Attention: Sébastien Bellefleur
Email: sbellefleur@fasken.com

subject to any notice of change of address given in accordance herewith. Any notice shall be deemed to have been given and received:

- (a) if personally delivered, then on the day of personal service to the recipient party, provided that if such date is a day other than a Business Day such notice shall be deemed to have been given and received on the first Business Day following the date of personal service;
- (b) if by pre-paid registered mail, then the first Business Day, after the expiration of five days following the date of mailing; or
- (c) if sent by email and successfully transmitted or electronically delivered prior to 5:00 p.m. (Toronto, Canada time) on a Business Day of the recipient party, then on that Business Day, and if successfully transmitted or electronically delivered after 5:00 p.m. (Toronto, Canada time) on a Business Day of a recipient party then on the first Business Day following the date of transmission.

10.3 Further Assurances

Each of the Parties shall execute and deliver such further documents and do such further acts and things as may be reasonably required from time to time, either before, on or after the Effective Date, to carry out the full intent and meaning of this Agreement.

10.4 Time of Essence

Time shall be of the essence in this Agreement.

10.5 Entire Agreement

This Agreement constitutes the entire agreement among the Holder and the Payor pertaining to the subject matter hereof and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written, of the Holder and the Payor, and save and except as set forth in the Royalty Purchase Agreement and the documents to be executed and delivered at closing thereunder, there are no warranties, representations, covenants, obligations or agreements among the Holder and the Payor except as set forth in this Agreement.

10.6 Confidentiality

Except as required by Law (unless the Law permits non-disclosure of information for confidentiality or other purposes and if such non-disclosure is not permitted, the receiving Party seeking to disclose such information shall notify the other Party and shall seek confidential treatment of such information), the Holder and the Payor will, and will cause their respective Affiliates and representatives to, receive and maintain all information received from the other strictly in confidence and will not, and will cause their Affiliates not to, disclose to any person or make public or authorize the disclosure of any such information and will not, and will cause their Affiliates not to, use such information for any purpose except for the purpose contemplated by this Agreement unless: (i) the specific information is now or hereafter publicly disclosed other than as a result of breach of this

provision; (ii) the specific information was already in the possession of the receiving Party prior to the receipt by it of such information from the other Party; (iii) the disclosure is to its auditors, legal counsel, tax and financial advisors, institutional Holders, brokers, underwriters and investment bankers, provided that such non-Party users are advised of the confidential nature of the information, undertake to the other Parties to maintain the confidentiality thereof and are strictly limited in their use of the information to those purposes necessary for such non-Party users to perform the services for which they were retained by the applicable Party; (iv) the Holder may disclose the information to prospective purchasers of the Holders' rights pursuant to this Agreement, provided that each such prospective purchaser first agrees in writing with the other Party to hold such information confidential in accordance with this section and to use it exclusively for the purpose of evaluating its interest in purchasing the Holders' rights under this Agreement; (v) the specific information is disclosed to the receiving Party by a third person having no obligation of confidentiality to the disclosing party with regard to the information; (vi) in connection with any legal, arbitration or mediation proceeding arising in connection with this Agreement, but any such disclosure shall be subject to such confidentiality procedures as may be reasonably requested by the other Party; (vii) if, in the written opinion of its legal counsel, the receiving Party is required by applicable securities or other Laws, legal process or stock exchange rules to make any disclosure of confidential information; or (viii) the specific information is independently generated by the receiving Party without the use and not as a consequence of the disclosure by the other Party.

10.7 Invalidity

Each of the provisions contained in this Agreement is distinct and severable and a determination of illegality, invalidity or unenforceability of any such provision or part hereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof, unless as a result of such determination this Agreement would fail in its essential purposes.

10.8 Waiver and Amendment

Except as expressly provided in this Agreement, no amendment or waiver of it will be binding unless made in writing by the Party to be bound by such amendment or waiver. No waiver of any provision, or any portion of any provision, of this Agreement will constitute a waiver of any other part of the provision or any other provision of this Agreement nor a continuing waiver unless otherwise expressly provided.

10.9 Counterparts

This Agreement may be signed in counterparts and delivered by email and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

10.10 Enurement

This Agreement will enure to the benefit of and will be binding upon the Parties and their respective successors and permitted assigns. For clarity, the Payor will not have the right to assign this Agreement, in whole or in part, without the prior written consent of the Holder, which may be withheld for any reason. The transfer rights of the Holder are set forth in Section 10.12.

10.11 Release and Discharge

If the Holder exercises all conversion rights attached to this Agreement or if the Payor satisfies all of the Obligations in full to the Holder, the Payor shall be deemed to have discharged of all its obligations pursuant to this Agreement.

10.12 Transfer Rights of the Holder

No transfer of this Agreement by the Holder shall be valid unless made in accordance with applicable Laws, including Canadian Securities Laws. The Holder shall have full right to transfer all of its rights and obligations under this Agreement to any Person by providing the Borrower with five Business Days' prior written notice and

within 30 Business Days from and after the delivery of such prior written notice, by delivering to the Borrower an agreement whereby the rights and obligations of the Holder are assumed by such Person.

10.13 **Governing Law**

This Agreement will be governed and construed according to the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereby attorn to the jurisdiction of the Courts of Ontario in respect of all matters arising hereunder.

In the event of any dispute, claim, question or disagreement (each a "**Dispute**") arising out of or relating to this Agreement, the Parties shall use all reasonable endeavours to settle such Dispute. To this effect, the Parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If they do not reach settlement within a period of 30 days, then, upon notice by a Party to the other, any unresolved Dispute arising out of or relating to this Agreement shall be settled by arbitration administered by the International Centre for Dispute Resolution Canada in accordance with its Canadian Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Toronto, Ontario. The language of the arbitration shall be English. The costs of the arbitration including legal fees, independent advisor fees and disbursements shall be fixed by the arbitrator and allocated between the Parties in its award on the merits of the dispute or in a separate award after receiving further submissions from the Parties. The Parties irrevocably and unconditionally waive any objection to the venue of any Dispute or proceeding administered by International Centre for Dispute Resolution Canada and irrevocably waive and agree not to plead or claim in that forum that such Dispute has been brought in an inconvenient forum.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF this Agreement has been executed on behalf of the parties by their duly authorized officers in that behalf.

YAMANA GOLD INC.

Per: (s) Sofia Tsakos
Name: Sofia Tsakos
Title: Senior Vice President, General Counsel
and Corporate Secretary

NOMAD ROYALTY COMPANY LTD.

Per: (s) Vincent Metcalfe
Name: Vincent Metcalfe
Title: Chief Executive Officer

Per: (s) Joseph De La Plante
Name: Joseph De La Plante
Title: Chief Investment Officer

Schedule A

Form of Conversion Notice

TO: NOMAD ROYALTY COMPANY LTD. (the "Payor")

In accordance with the provisions of the agreement between the Payor and Yamana Gold Inc. dated May 27, 2020 (the "**Deferred Payment Agreement**"), the undersigned, as Holder, hereby notifies you that US\$_____ of the Deferred Payment Amount shall be converted into Common Shares as of _____, 20__ (such date being the Issue Date), determined using the Exchange Rate on the Business Day immediately preceding the Issue Date.

All capitalized terms when used herein but not otherwise defined herein shall have the respective meanings ascribed thereto in the Deferred Payment Agreement.

The certificates to be issued shall be registered as follows:

Name	Address for Delivery	# of Common Shares

(Print name as name is to appear on Share Certificate)

DATED this ____ day of _____, 20____.

YAMANA GOLD INC.

By: _____
Name:
Title:

* **Note to Holder:** If less than the full Deferred Payment Amount is to be converted, indicate in the space provided the applicable Deferred Payment Amount (which must be US\$1,000 or integral multiples thereof).

Schedule B

Form of Voluntary Prepayment Notice

TO: YAMANA GOLD INC. (the "Holder")

In accordance with the provisions of the agreement between the Holder and Nomad Royalty Company Ltd. Dated May 27, 2020 (the "**Deferred Payment Agreement**"), the undersigned, as Payor, hereby notifies you that it shall seek to prepay 100% of the outstanding Deferred Payment Amount at a price equal to the Voluntary Prepayment Offer Price as of _____, 20____, being two Business Days after the date of this Voluntary Prepayment Notice.

All capitalized terms when used herein but not otherwise defined herein shall have the respective meanings ascribed thereto in the Deferred Payment Agreement.

DATED this _____ day of _____, 20_____.

NOMAD ROYALTY COMPANY LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title: