
FORM 6-K
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Report of Foreign Private Issuer

**Pursuant to Rule 13a-16 or 15d-16
of the Securities Exchange Act of 1934**

Date: January 24, 2019
Commission File Number 001-31528

IAMGOLD Corporation

(Translation of registrant's name into English)

401 Bay Street Suite 3200, PO Box 153
Toronto, Ontario, Canada M5H 2Y4
Tel: (416) 360-4710
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F [] Form 40-F [X]

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): ____

Note: Regulation S-T Rule 101(b)(1) only permits the submission in paper of a Form 6-K if submitted solely to provide an attached annual report to security holders.

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): ____

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Indicate by check mark whether by furnishing the information contained in this Form, the registrant is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes [] No [X]

If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b): 82-__

Description of Exhibit

<u>Exhibit</u>	<u>Description of Exhibit</u>
99.1	IAMGOLD Corporation - Material Change Report
99.2	Material Contract – Bullion Forward Confirmation between IAMGOLD Corporation and Citibank, N.A. London Branch
99.3	Material Contract – Bullion Forward Confirmation between IAMGOLD Corporation and National Bank of Canada

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

IAMGOLD CORPORATION

Date: January 24, 2019

By: /s/ Tim Bradburn
Vice President, Legal and Corporate Secretary

MATERIAL CHANGE REPORT

Item 1 – Name and Address of Company:

IAMGOLD Corporation
401 Bay Street, Suite 3200
Toronto, Ontario
M5H 2Y4

Item 2 - Date of Material Change:

January 15, 2019

Item 3 – News Release:

The news release in respect of this material change was disseminated over Newswire Corp on January 15, 2019. A copy of the news release has been filed on SEDAR and is available at www.sedar.com and EDGAR at www.sec.gov/edgar/html.

Item 4 – Summary of Material Change:

On January 15, 2019, IAMGOLD Corporation (the “**Company**”) announced that it entered into a forward gold sale arrangement with financial institutions whereby the Company will receive US \$170 million later this year in exchange for delivering 150,000 ounces of gold in 2022.

Item 5 – Full Description of Material Change:

5.1 Full Description of Material Change

On January 15, 2019, the Company announced that it had entered into a forward gold sale arrangement with financial institutions whereby the Company will receive a prepayment of US \$170 million later this year in exchange for delivering 150,000 ounces of gold in 2022. A floor price of US \$1,300 per ounce and a cap price of US \$1,500 per ounce were set. This arrangement was supported by a syndicate of banks including Citibank N.A. and National Bank of Canada. Terms are:

- Funding of US \$170 million is provided to the Company in December 2019 in exchange for physical delivery of 150,000 ounces of gold over the period of January 2022 to December 2022.
 - Delivery can be made from the production of gold from any of the Company’s operating mines.
-

- The cost of the arrangement before fees is 5.38% per annum, which is based on the date the prepayment is made, the quantity of ounces settled and timing of delivery.
- The collar on the arrangement, at the time of delivery of ounces, results in the following:
 - o If the prevailing gold price is equal to or less than \$1,300 per ounce, there is no incremental payment to the Company;
 - o If the prevailing gold price is greater than US \$1,300 per ounce but less than US \$1,500 per ounce, the Company is paid the difference between the prevailing gold price and \$1,300;
 - o If the prevailing gold price is greater than US \$1,500 per ounce, the Company is paid the difference between \$1,300 and \$1,500, or \$200 per ounce.

5.2 Disclosure for Restructuring Transactions

Not applicable.

Item 6 – Reliance on subsection 7.1(2) of National Instrument 51-102:

Not applicable.

Item 7 - Omitted Information:

Not applicable.

Item 8 – Executive Officer:

The executive officer of IAMGOLD knowledgeable about the material change and whom may be contacted at the following telephone number is:

Tim Bradburn, Vice President, Legal & Corporate Secretary Phone: 416-360-4710

Item 9 – Date of Report:

January 24, 2019

BULLION FORWARD CONFIRMATION

Date: 16th Jan 2019

To: [IAMGOLD Corporation] ("Counterparty")
Attn: Treasury Department
Email: IAMGOLD-Tradeconfirmations@iamgold.com
Tel: 416-933-4951
Fax: 416-360-4749

From: CITIBANK, N.A. London Branch ("CBNA")
Attn: Antoine Lhermite
Email: citiconfirms.uk@citi.com
Tel: +44 207 986 6234
Fax: +44 207 655 2569

Re: Bullion Trade

Transaction Reference Number: 43699830, 43699837 & 43700445
Unique Swap Identifier: OLNAM43699830 & OLNAM43699837

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Counterparty and CBNA on the Trade Date (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

U.S. Federal law requires CBNA to obtain, verify and record customer identification information.

The definitions and provisions contained in the 2005 ISDA Commodity Definitions (the "Commodity Definitions"), in each case as published by the International Swaps and Derivatives Association, Inc., are incorporated by reference into this Confirmation. In the event of any inconsistency between the Commodity Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement dated as of 20 September 2012 between Counterparty and CBNA, including the Schedule thereto (as amended from time to time, the "Master Agreement"). All provisions contained in the Master Agreement govern this Confirmation except as expressly modified below.

The terms of the particular Transaction to which this Confirmation relates are as follows:

1. General Terms:

Trade Date: 15 Jan 2019 ✓

Purchaser of Bullion: CBNA

Seller of Bullion: COUNTERPARTY ✓

Bullion:	Gold produced by IAMGOLD or its affiliated mine sites, provided always that such Gold complies with the Good Delivery Rules of the LBMA	✓
Structuring Fee:	COUNTERPARTY shall pay CBNA a structuring fee of US\$666,000 on the date falling 2 Business Days after the Trade Date	
Floating Price:	the arithmetic average of the Commodity Reference Price for each Pricing Date during the Calculation Period	✓
Commodity Reference Price:	GOLD-LBMA PRICE-PM which means that the price for a Pricing Date will be that day's afternoon London Gold price per troy ounce of Gold for delivery in London through a member of the LBMA authorized to effect such delivery, stated in U.S. Dollars, as calculated and administered by independent service provider(s), pursuant to an agreement with the LBMA, and published by the LBMA on its website at www.lbma.org.uk that displays prices effective on that Pricing Date.	✓
Pricing Date:	Each Bullion Business Day during the relevant Calculation Period (provided, for greater certainty that for the purposes of the definition of "Bullion Business Day" New York is deemed to be the location where payments under the Transaction are to be made).	✓
Calculation Period:	As per Appendix 1	
Prepayment	CBNA shall pay the Prepayment Amount to COUNTERPARTY on the Prepayment Date	✓
Prepayment Amount:	US\$ 84,909,586	✓
Prepayment Date:	2 nd December 2019	✓
Delivery of Bullion:	On each Bullion Transaction Settlement Date, COUNTERPARTY shall deliver to CBNA the Number of Ounces specified in Appendix 1 in respect of such Bullion Transaction Settlement Date of Gold (as defined above) provided that if any such Bullion Transaction Settlement Date is not a Bullion Business Day, then that Bullion Transaction Settlement Date shall be the first following Bullion Business Day	✓
Bullion Transaction Settlement Dates:	Two Business Days after the last day of each Calculation Period specified in Appendix 1	✓
Contract Price:	CBNA shall pay to COUNTERPARTY on each Contract Price Payment Date the amount in USD equal to (X) the Number of Ounces of Gold specified in Appendix 1 in respect of such Contract Price Payment Date times (Y) the Contract Price for such Contract Price Payment Date, where the Contract Price is determined for the Contract Price Payment Date based on the calculation below in	✓

respect of the Calculation Period ending on or about the Contract Price Payment Date: ✓

(A) Zero, if for the Calculation Period the Floating Price is equal to or below the Floor Price; ✓

(B) the difference between the Floating Price and Floor Price, if for the Calculation Period the Floating Price is greater than the Floor Price but less than or equal to the Cap Price; and ✓

(C) the difference between the Cap Price and the Floor Price, if for the Calculation Period the Floating Price is greater than the Cap Price. ✓

Floor Price: US\$1300/Oz ✓

Cap Price: US\$1500/Oz ✓

Contract Price Payment Date: Two Business Days after the Bullion Transaction Settlement Date ✓

Settlement: Settlement by Delivery of Bullion ✓

Provisions Relating to Settlement by Delivery:

Delivery Location: London ✓

Consequences of Bullion Settlement Disruption: Negotiation ✓

Events:

2. Amendments to ISDA Master Agreement Terms and Automatic Amendments Upon Novation

(a) The parties hereby agree that the Schedule to the Master Agreement shall be amended as follows: ✓

(i) Section 5(a)(vi)(1) (Cross-Default) of the Master Agreement shall be amended by deleting the words " , or becoming capable at such time of being declared,". ✓

(ii) The reference in Part 4(f) of the Schedule to the Master Agreement to "the Second Amended and Restated Credit Agreement dated as of February 22, 2012 by and between Party B as Borrower, certain of its Subsidiaries as Guarantors, the Lenders party thereto and The Bank of Nova Scotia as Administrative Agent, (as amended, restated, extended, supplement or otherwise modified in writing from time to time)" shall hereby be replaced with the following: ✓

"the Amended and Restated Credit Agreement dated as of December 14, 2017 by and between Party B as Borrower, certain of its Subsidiaries as Guarantors, the Lenders party thereto from time to time and National Bank of Canada as Administrative Agent (as amended, restated, extended, supplement or otherwise modified in writing from time to time)". ✓

(b) In the event Party A assigns, novates or transfers this Transaction or any part hereof to an assignee, novatee or transferee (a "Novatee"), the Novatee shall be deemed to have expressly agreed that this Section 2 of this Confirmation shall also apply, mutatis mutandis, in respect of any ISDA Master Agreement in force between the Novatee and Party B (the "Novatee's Master Agreement") and accordingly the Novatee's Master Agreement shall be subject to the same amendments as set out in Section 2(a) of this Confirmation (and, for greater certainty, any reference in the Novatee's Master Agreement to a prior credit agreement shall be deemed to refer to the Amended and Restated Credit Agreement dated as of December 14, 2017 by and between Party B as Borrower, certain of its Subsidiaries as Guarantors, the Lenders party thereto from time to time and National Bank of Canada as Administrative Agent (as amended, restated, extended, supplement or otherwise modified in writing from time to time)).

3. Representations and Acknowledgements

None

4. Additional Terms

Account Details:

Payments to CBNA:

Currency	Beneficiary Bank BIC	Beneficiary Bank Name	Beneficiary A/C Number	Fed ABA No	Beneficiary Name	Reference
USD	CITIUS33	CITIBANK, N.A.	10990765	021000089	CITIBANK NA, LONDON	Precious Metals

Currency	Beneficiary Bank BIC	Beneficiary Bank Name	Beneficiary A/C Number	Fed ABA No	Beneficiary Name	Reference
XAU	CHASGB2L UL	JP MORGAN CHASE BANK NA, LONDON BRANCH	/02025	N/A	CITIBANK NA, LONDON	Precious Metals

Payments to Counterparty:

Account for payments:

IAMGOLD Corp USD SSI

Beneficiary Bank: //CC000600011
 National Bank of Canada
 600 de la Gauchetière Street West, Level A
 Montreal, QC H3B 4L2
 Canada

Swift Code: BNDCCAMMINT

Beneficiary Account #: 0019065

US Correspondent: JP Morgan Chase Bank New York
 ABA # 021000021, SWIFT code: CHASUS33

5. Representations:

Each party represents to the other party that:

(a) *Non-Reliance*. It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. It has not received from the other party any assurance or guarantee as to the expected results of this Transaction.

(b) *Evaluation and Understanding*. It is capable of evaluating and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the financial and other risks of this Transaction.

(c) *Status of Parties*. The other party is not acting as a fiduciary or an advisor for it in respect of this Transaction

Eligible Contract Participant: Counterparty represents and warrants that is an "eligible contract participant" within the meaning of Section 1(a)(18) of the Commodity Exchange Act, as amended, and applicable regulations thereunder.

Citibank Confirmation of Lender Status: CBNA represents and warrants that (through its Canadian Branch) is on the date of this Confirmation, a "Lender" under the IAMGOLD Amended and restated Credit Agreement dated as of December 14, 2017, as amended.

Regulation:

Citibank, N.A. London Branch is entering into this Transaction as principal and not as an agent for any other party.

Your counterparty to this Transaction is Citibank, N.A. London Branch, which is authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. In the event that you have dealt with employees of an affiliate of Citibank, N.A. London Branch in placing the order for or otherwise arranging this Transaction (which is likely if you are not a UK person), then this Transaction has been introduced to you, and arranged by, such affiliate. Such affiliate does not act as agent for Citibank, N.A. London Branch, which is the principal to this Transaction with you.

Unless specified herein, information about the time of dealing and the amount or basis of any charges shared with any third party in connection with this Transaction will be made available upon request.

Counterparty agrees to check this Confirmation promptly upon receipt so that any potential errors or discrepancies can be identified and rectified. If this Confirmation correctly sets forth the terms of the Transaction, please confirm your agreement by returning an executed Confirmation to CBNA by email or fax. Please note that the terms of this Transaction have been agreed solely between the parties and that any brokers' confirmation referencing the details of this Transaction are for informational purposes only. In the absence of CBNA's receipt of Counterparty's executed

Confirmation or an objection thereto, the acceptance of this Confirmation by Counterparty shall be governed by the applicable provisions of the Agreement, which, for this particular purpose only, shall prevail over any conflicting term in this Confirmation.

Accepted and confirmed as of the date first written:

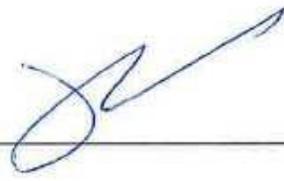
CITIBANK, N.A. London Branch

IAMGOLD CORPORATION



Akim Mathias Falola

By: _____
Name: Akim Mathias Falola
Title: Authorised Signatory



By: _____
Name: _____
Title: _____

Appendix 1

Calculation Period		Bullion Delivery Date	Repayment Date	No of Ounces (Ozs)
20-Dec-21	19-Jan-22	21-Jan-22	25-Jan-22	6,250
20-Jan-22	19-Feb-22	23-Feb-22	25-Feb-22	6,250
20-Feb-22	19-Mar-22	22-Mar-22	24-Mar-22	6,250
20-Mar-22	19-Apr-22	21-Apr-22	25-Apr-22	6,250
20-Apr-22	19-May-22	23-May-22	25-May-22	6,250
20-May-22	19-Jun-22	21-Jun-22	23-Jun-22	6,250
20-Jun-22	19-Jul-22	21-Jul-22	25-Jul-22	6,250
20-Jul-22	19-Aug-22	23-Aug-22	25-Aug-22	6,250
20-Aug-22	19-Sep-22	21-Sep-22	23-Sep-22	6,250
20-Sep-22	19-Oct-22	21-Oct-22	25-Oct-22	6,250
20-Oct-22	19-Nov-22	22-Nov-22	25-Nov-22	6,250
20-Nov-22	19-Dec-22	21-Dec-22	23-Dec-22	6,250

✓

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- The risk of loss in trading commodities can be substantial. You should therefore carefully consider whether such trading is suitable for you and discuss the risks with your independent advisor.
- Specific market movements connected be predicted accurately, even in "normal" circumstances, let alone in extraordinary circumstances. Market risk is the risk that the value of the transaction will be adversely affected by fluctuations in the level or volatility of, or correlation or relationship between, one or more commodity prices, rates or indices or other market factors, or by illiquidity in the market for the relevant commodity or in a related market.
- The commodity market is driven by a wide variety of demand and supply factors and inventory factors. Variables, that are either directly or indirectly associated with the relevant market, such as weather, social change, political events and changes in government policy (including with regard to price support or of tariff imposed on the underlying commodity) can impact the supply/demand dynamics and therefore have an impact on commodity prices. Commodity products with unstable conditions of supply and demand will experience price fluctuations. Agricultural commodities in particular are highly dependent on weather factors in the short term.
- Certain transactions (including those involving swaps and options) may be highly volatile and carry a high risk of loss. A relatively small adverse market movement may result in a loss that exceeds or is out of proportion with the premium (if any) paid or received. Futures and options transactions are leveraged instruments and movements in the underlying commodity markets will be significantly magnified in the futures and options markets.
- Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market makes a "limit move" or there is any other significant change in prices.

In any instance where distribution of this communication is subject to the rules of the US Commodity Futures Trading Commission ("CFTC"), this communication constitutes an invitation to consider entering into a derivatives transaction under U.S. CFTC Regulations §§ 1.71 and 23.605, where applicable, but is not a binding offer to buy/sell any financial instrument.

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Date: January 15, 2019

To: IAMGOLD Corporation
Attn: Treasury Department
E-mail: IAMGOLD-Tradeconfirmations@iamgold.com
Tel: 416-933-4951
Fax: 416-360-4749

From: National Bank of Canada
1155 Metcalfe Street, 19th Floor
Montreal, QC H3B 4S9
Tel: 514-412-3260
Fax: 514-866-5086

Re: Bullion Transaction - Settlement by Delivery
Our Reference Number: 37256497 - 37293233 - 37293257

Please sign and return all pages of this Confirmation to the following fax number or e-mail
within two (2) Business Days from receipt
Fax: 514-866-5086 or by e-mail

Dear Sir/Madam:

The purpose of this letter agreement is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2005 ISDA Commodity Definitions (the "Commodity Definitions") (as published by the International Swaps and Derivatives Association, Inc.) are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms part of, and is subject to the ISDA Master Agreement dated as of May 27, 2009, as amended and supplemented from time to time (the "Agreement"), between IAMGOLD Corporation ("Counterparty") and National Bank of Canada ("NBC"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

The terms of the particular Transaction to which this Confirmation relates are as follows:

1. General Terms:

Trade Date: January 15, 2019
Purchaser of Bullion: NBC
Seller of Bullion: Counterparty

Bullion:	Gold produced by IAMGOLD or its affiliated mine sites, provided always that such Gold complies with the Gold Delivery Rules of the LBMA	✓
Number of Ounces:	As per Annex 1	✓
Floating Price:	The arithmetic average of the Commodity Reference Price for each Pricing Date during the Calculation Period.	✓
Commodity Reference Price:	GOLD-LBMA PRICE-PM which means that the price for a Pricing Date will be that day's afternoon London Gold price per troy ounce of Gold for delivery in London through a member of the LBMA authorized to effect such delivery, stated in U.S. Dollars, as calculated and administered by independent service provider(s), pursuant to an agreement with the LBMA, and published by the LBMA on its website at www.lbma.org.uk that displays prices effective on that Pricing Date.	✓
Pricing Date:	Each Bullion Business Day during the relevant Calculation Period (provided, for greater certainty that for the purposes of the definition of "Bullion Business Day" New York is deemed to be the location where payments under the Transaction are to be made.	✓
Calculation Period(s):	As per Annex 1	✓
Prepayment Amount:	NBC shall pay the Prepayment Amount to Counterparty on the Prepayment Date.	✓
Prepayment Amount:	USD 84,909,856.00	✓
Prepayment Date:	December 2, 2019	✓
Delivery of Bullion:	On each Bullion Transaction Settlement Date, Counterparty shall deliver to NBC the Number of Ounces specified in Annex 1 in respect of such Bullion Transaction Settlement Date of Gold (as defined above) provided that if any such Bullion Transaction Settlement Date is not a Bullion Business Day, then that Bullion Transaction Settlement Date shall be the first following Bullion Business Day.	✓
Bullion Transaction Settlement Date:	Two Business Days after the last day of each Calculation Period.	✓
Contract Price:	NBC shall pay to Counterparty on each Contract	

Price Payment Date the amount in USD equal to (X) the Number of Ounces of Gold in respect of such Contract Price Payment Date times (Y) the Contract Price for such Contract Price Payment Date, where the Contract Price is determined for the Contract Price Payment Date based on the calculation below in respect of the Calculation Period ending on or about the Contract Price Payment Date:

✓

(A) Zero, if for the Calculation Period, the Floating Price is equal to or below the Floor Price;

✓

(B) the difference between the Floating Price and Floor Price, if for the Calculation Period, the Floating Price is greater than the Floor Price but less than or equal to the Cap Price; and

✓

(C) the difference between the Cap Price and the Floor Price, if for the Calculation Period, the Floating Price is greater than the Cap Price.

✓

Floor Price:

USD 1,300.00 per Ounce

✓

Cap Price:

USD 1,500.00 per Ounce

✓

Contract Price Payment Date:

Two Business Days after the Bullion Transaction Settlement Date.

✓

Settlement:

Settlement by Delivery

✓

Provisions relating to Settlement by Delivery:

Delivery location:

London

✓

Consequence of Settlement Disruption Events:

Negotiation

2. Amendments to ISDA Master Agreement Terms and Automatic Amendments Upon Novation

✓

(a) The parties hereby agree that the Master Agreement and the Schedule to the Master Agreement shall be amended as follows:

- (i) Section 5(a)(vi) of the Agreement is hereby amended by deleting the words “, or becoming capable at such time of being declared,” in line 7 of clause (1).”
- (ii) Part 1(c) of the Schedule to the Agreement is hereby amended by replacing the words “USD 1,500,000” with the words “USD 1,300,000”
- (iii) Part 4(f) of the Schedule to the Agreement is hereby amended by adding at the end of the final sentence thereof the following: “provided, however, that for so long as the Credit

Agreement is outstanding, the "Credit Support Default" provisions in Section 5(a)(iii) shall not apply in respect of Party B."

(iv) Part 4(g) of the Schedule to the Agreement is hereby amended by adding at the end of the final sentence thereof the following: "provided, however, that for so long as the Credit Agreement is outstanding, there shall be no Credit Support Providers in respect of Party B."

(v) The following shall be added as a new Part 4(o) of the Schedule to the Agreement and any reference in the Schedule to the "Credit Agreement" shall refer to this definition:

"(o) "Credit Agreement" means the Amended and Restated Credit Agreement dated as of December 14, 2017 by and between Party B as Borrower, certain of its Subsidiaries as Guarantors, the Lenders party thereto from time to time and National Bank of Canada as Administrative Agent (as amended, restated, extended, supplemented or otherwise modified in writing from time to time)".

(vi) Part 5(i) (Cross Default) of the Schedule to the Agreement is hereby deleted in its entirety. ✓

(b) In the event NBC assigns, novates or transfers this Transaction or any part hereof to an assignee, novatee or transferee (a "Novatee"), the Novatee shall be deemed to have expressly agreed that this Section 2 of this Confirmation shall also apply, *mutatis mutandis*, in respect of any ISDA Master Agreement in force between the Novatee and Counterparty (the "Novatee's Master Agreement") and accordingly the Novatee's Master Agreement shall be subject to the same amendments as set out in Section 2(a) of this Confirmation (and, for greater certainty, any reference in the Novatee's Master Agreement to a prior credit agreement shall be deemed to refer to the Amended and Restated Credit Agreement dated as of December 14, 2017 by and between Counterparty as Borrower, certain of its Subsidiaries as Guarantors, the Lenders party thereto from time to time and National Bank of Canada as Administrative Agent (as amended, restated, extended, supplement or otherwise modified in writing from time to time)). ✓

3. Calculation Agent: NBC

4. Account Details:

Payments to NBC:

Account for Payments:
in USD:

As per Standard Settlement Instructions

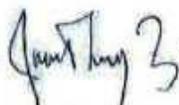
Payments to Counterparty:

Account for Payments:
(To be provided separately)

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Amendment Agreement (Reference Number: 37256497 - 37293233 - 37293257) and returning it to us.

Please contact us immediately at _____ by e-mail _____ if the terms and conditions of this Confirmation are not in accordance with your understanding of our agreement.

National Bank of Canada

By: _____
Name:  _____
Title: Jean-Thierry Zinsou
Senior Analyst

By: _____
Name:  _____
Title: Olivier Tripard
Advisor

IAMGOLD Corporation

By: _____
Name:  _____
Title: Jeff Cheah
Treasury

By: _____
Name: _____
Title: _____

Annex 1

Calculation Period		Bullion Transaction Settlement Date	Contract Price Payment Date	Number of Ounces
20-Dec-21	19-Jan-22	21-Jan-22	25-Jan-22	6,250
20-Jan-22	19-Feb-22	23-Feb-22	25-Feb-22	6,250
20-Feb-22	19-Mar-22	22-Mar-22	24-Mar-22	6,250
20-Mar-22	19-Apr-22	21-Apr-22	25-Apr-22	6,250
20-Apr-22	19-May-22	23-May-22	25-May-22	6,250
20-May-22	19-Jun-22	21-Jun-22	23-Jun-22	6,250
20-Jun-22	19-Jul-22	21-Jul-22	25-Jul-22	6,250
20-Jul-22	19-Aug-22	23-Aug-22	25-Aug-22	6,250
20-Aug-22	19-Sep-22	21-Sep-22	23-Sep-22	6,250
20-Sep-22	19-Oct-22	21-Oct-22	25-Oct-22	6,250
20-Oct-22	19-Nov-22	22-Nov-22	25-Nov-22	6,250
20-Nov-22	19-Dec-22	21-Dec-22	23-Dec-22	6,250

✓

✓

✓

✓

✓