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**DIVERSIFIED ROYALTY CORP.**

**AMENDED AND RESTATED LONG TERM INCENTIVE PLAN**

Effective as of: ~~May 14, 2020~~ June 21, 2023

NOTE: The proposed changes contained in this draft are subject to the approval of the shareholders of Diversified Royalty Corp. at the Annual General and Special Meeting to be held on June 21, 2023.

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**DIVERSIFIED ROYALTY CORP.**

**AMENDED AND RESTATED LONG TERM INCENTIVE PLAN**

The purpose of this Plan is to advance the interests of the Corporation by: (i) providing Eligible Persons with incentives; (ii) rewarding performance by ~~Participants~~Eligible Persons; (iii) increasing the proprietary interest of ~~Participants~~Eligible Persons in the success of the Corporation; (iv) encouraging ~~Participants~~Eligible Persons to remain with the Corporation or its Affiliates; and (v) attracting new directors, employees, officers and Consultants.

**ARTICLE 1  
INTERPRETATION**

**Section 1.1 Interpretation**

- (1) For the purposes of this Plan, the following terms shall have the following meanings:
- (a) “**Affiliate**” means any corporation or other entity which is directly or indirectly controlled by the Corporation;
  - (b) “**Associate**” has the meaning ascribed to that term under the *Securities Act* (Ontario);
  - (c) “**Black-Out Period**” means the time period, commonly referred to as the “black-out period”, determined by the Corporation in accordance with its trading policies pursuant to which directors, officers, employees and others are prohibited from trading in the securities of the Corporation (including any determination of whether RSUs or DSUs vested shall vest in cash or shares and whether RSUs or DSUs vested shall vest net of Source Deductions) and, for greater certainty, Black-Out-Period shall not include any period in which there is a prohibition on trading in securities of the Corporation as a result of a cease trade or other order of any securities commission or regulator authority;
  - (d) “**Board**” means the board of directors of the Corporation as constituted from time to time, or a committee and/or member thereof as authorized from time to time with respect to any particular functions of the board of directors, as set forth herein;
  - (e) “**Business Day**” means a day, other than a Saturday or Sunday, on which major banking institutions in Vancouver, B.C. are not closed;
  - (f) “**Cause**”, the existence of which will be determined in good faith by the Board or a designee of the Board, with respect to a Participant shall, if such Participant has entered into a service or employment agreement with the Corporation or an Affiliate that is in effect, have the meaning given to the term in that agreement, or, if no such agreement exists, or if “Cause” is not defined therein, then Cause shall include, but not be limited to, such Participant’s:
    - (i) willful misconduct of the Participant with regard to the Corporation, or an Affiliate, which constitutes a material breach of any of his or her obligations set forth in any written agreement governing the terms of the Participant’s service as the same may then be in effect and such breach, if curable, has not been cured within fifteen (15)

days after written notice by the Corporation, or the affected Affiliate, to the Participant;

- (ii) fraud, embezzlement, theft or other material dishonesty by the Participant with respect to the Corporation, or an Affiliate;
- (iii) the Participant's material breach of his or her fiduciary duties as an officer or director of the Corporation, or an Affiliate, or as an officer, director or other fiduciary of any pension or benefit plan of the Corporation, or an Affiliate, or willful misconduct which has, or could reasonably be expected to have, a material adverse effect upon the business, interests or reputation of the Corporation, or an Affiliate, and such breach or conduct, if curable, has not been cured within fifteen (15) days after written notice by the Corporation, or the affected Affiliate, to the Participant;
- (iv) the Participant's indictment for, or a plea of *nolo contendere* to, any indictable offence or felony or an analogous offence under the laws of another jurisdiction; or
- (v) refusal or failure by the Participant to attempt in good faith to follow or carry out the reasonable written instructions of the Board which failure, if curable, does not cease within fifteen (15) days after written notice of such failure is given to the Participant by the Board. For purposes of this paragraph, no act, or failure to act, on the Participant's part shall be considered "willful" unless done or omitted to be done by him or her not in good faith and without reasonable belief that his or her action or omission was in the best interests of the Corporation;

Notwithstanding the foregoing, to the extent that an alternative definition of Cause is provided in the Participant's Grant Agreement, "Cause" shall have the meaning assigned thereto; provided that any alternative definition of Cause in the Grant Agreement shall govern and supersede any alternative definition of Cause in any applicable service or employment agreement to the extent of any inconsistencies between such definitions;

(g) **"Change of Control Event"** means:

- (i) a merger, a consolidation, a reorganization, an amalgamation or an arrangement that results in a transfer of more than 50% of the total voting power of the Corporation's outstanding [voting equity](#) securities to a person or a group of persons different from a person or a group of persons holding those securities immediately prior to such transaction (other than the Corporation or a person that directly or indirectly controls, is controlled by, or is under common control with, the Corporation);
- (ii) a direct or indirect sale or other transfer of beneficial ownership of securities of the Corporation, possessing more than 50% of the total combined voting power of the Corporation's outstanding [voting equity](#) securities, to a person or a group of persons different from a person or a group of persons holding those securities immediately prior to such transaction (other than the Corporation or a person that directly or indirectly controls, is controlled by, or is under common control with, the Corporation);
- (iii) a direct or indirect sale or other transfer of all or substantially all of the assets of the Corporation to a person or a group of persons different from a person or a group of persons holding those assets immediately prior to such transaction (other than the

Corporation or a person that directly or indirectly controls, is controlled by, or is under common control with, the Corporation); or

- (iv) a complete liquidation, dissolution or winding-up of the Corporation;
- (h) “**Code**” means the Internal Revenue Code of 1986, as amended, and all regulations and other guidance thereunder;
- (i) “**Consultant**” means an individual (including an individual whose services are contracted through a ~~Personal Holding Company~~personal holding company, but excluding any employee or a director of the Corporation) with whom the Corporation or an Affiliate has a contract for substantial services and any such other individual or company, as may, from time to time, be permitted by the rules and policies of the applicable regulatory authorities to be granted options as a consultant or equivalent thereto;
- (j) “**Corporation**” means Diversified Royalty Corp. and its successors, and any reference in the Plan to action by the Corporation means action by or under the authority of the Board or any person or committee that has been designated for the purpose by the Corporation;
- (k) “**Date of Grant**” means the date on which a particular Unit is granted by the Board as evidenced by the Grant Agreement pursuant to which the applicable particular Unit was granted;
- (l) “**Deferred Share Unit**” or “**DSU**” means a unit designated as a Deferred Share Unit representing the right to receive one Share in accordance with the terms set forth in the Plan;
- (m) “**Disability**” means any Participant in receipt of income replacement benefits under any long-term disability program of the Corporation or its Affiliates, or who is otherwise designated by the Board as disabled for the purposes of this Plan;
- (n) “**DSU Payment Date**” means, with respect to a Deferred Share Unit granted to a DSU Participant, December 31 of the calendar year following the calendar year in which the DSU Termination Date occurred;
- (o) “**DSU Participant**” means a director or employee of the Corporation or any of its Affiliates who has been designated by the ~~Corporation~~Board in a resolution for participation in the Plan and who has agreed to participate in the Plan and to who Deferred Share Units have or will be granted thereunder;
- (p) “**DSU Termination Date**” means the date that the DSU Participant ceases to be an employee and, if applicable, a director of the Corporation and its Affiliates for any reason including, without limiting the generality of the foregoing, as a result of retirement, death, permanent Disability, resignation, termination without Cause or termination with Cause. For the purposes of the Plan, a DSU Participant’s employment with the Corporation ~~or an Affiliate~~ and its Affiliates shall be considered to have terminated effective on the last day of the DSU Participant’s actual and active employment with the Corporation ~~or Affiliate~~and its Affiliates, whether such day is selected by agreement with the individual, or unilaterally by the DSU Participant or the Corporation ~~or Affiliate~~and its Affiliates, and whether with or without advance notice to the DSU Participant. For the avoidance of doubt, no period of notice or pay in lieu of notice that is given or that ought to have been given under applicable law in respect of such termination of employment that follows or is in respect of a period after the DSU

Participant's last day of actual and active employment shall be considered as extending the DSU Participant's period of employment for the purposes of determining his or her entitlement under the Plan;

- (q) “**Effective Date**” has the meaning ascribed in Section 2.3;
- (r) “**Eligible Person**” means any director, officer, employee or Consultant of the Corporation or any of its Affiliates and any such person's Personal Holding Company, as designated by the Board in a resolution;
- (s) “**Expire**” means, with respect to a Unit, the termination of such Unit, on the occurrence of which such Unit is void, incapable of settlement, and of no value whatsoever; and Expires and Expired have a similar meaning;
- (t) “**Fair Market Value**” means, on any particular day, the Market Price of a Share, but if the Shares are not listed and posted for trading on a Stock Exchange at the relevant time, it shall be the fair market value of the Share, as determined by the Board acting in good faith;
- (u) “**Good Leaver Termination**” means the termination of the RSU Participant's service with the Corporation, ~~or an Affiliate~~ and its Affiliates, without Cause or due to the RSU Participant's resignation with Good Reason;
- (v) “**Good Reason**”, means ~~the~~ the existence of which will be determined in good faith by the Board or a designee of the Board, with respect to a RSU Participant ~~shall~~, if such RSU Participant has entered into a service or employment agreement with the Corporation or an Affiliate that is in effect, ~~have~~ the meaning given to the term in that agreement, or, if no such agreement exists, or if “Good Reason” is not defined therein, then Good Reason means, within six months of a Change of Control Event, any of the following:
  - (i) without the express written consent of the RSU Participant, any material change or series of changes in the responsibilities, authority, status or reporting relationship of the RSU Participant with the Corporation, or an Affiliate, such that immediately after such change or series of changes, the responsibilities, authority, status or reporting relationship of the RSU Participant, taken as a whole, are not at least substantially equivalent to those assigned to the RSU Participant immediately prior to such change or series of changes, excluding for this purpose an isolated and inadvertent action not taken in bad faith and which is remedied by the Corporation, or an Affiliate, promptly after receipt of notice thereof given by the RSU Participant;
  - (ii) a reduction by the Corporation, or an Affiliate, in the RSU Participant's annual base salary, except:
    - (A) as part of a general reduction in the base salary of all or substantially all of the senior executives of the Corporation, or an Affiliate, which affects the RSU Participant in substantially the same manner as the other senior executives who are also affected by such general reduction; and
    - (B) which reduction does not constitute more than 10% of his or her base salary;
  - (iii) the taking of any action by the Corporation, or an Affiliate, which would materially adversely affect the RSU Participant's participation in or materially reduce the RSU

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Participant's benefits, except, in any such case, as part of a general reduction in benefits of all or substantially all of the senior executives of the Corporation, or an Affiliate, which affects the RSU Participant in substantially the same manner as the other senior executives who are also affected by such general reduction; or

- (iv) any requirement by the Corporation, or an Affiliate, that the RSU Participant's principal office be relocated to a location which is more than 50 kilometres from his or her then current location, provided that the RSU Participant has not acquiesced or agreed to such relocation;
- (w) **"Grant Agreement"** means an agreement between the Corporation and a Participant under which a Unit is granted, substantially in the form attached hereto as Schedule "A" in reference to RSUs, and Schedule "C" in reference to DSUs, as may be amended from time to time;
- (x) **"Insider"** has the meaning ascribed to that term under the *Securities Act* (Ontario), as amended from time to time, and shall include Associates and Affiliates of the Insider, and while the Shares are listed on the TSX, shall include only those Insiders who are "reporting insiders" as defined in National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*;
- (y) **"ITA"** means the *Income Tax Act* (Canada), and the regulations thereunder;
- (z) **"Market Price"** while the Shares are listed on a Stock Exchange, means, on any particular day, the volume-weighted average trading price of a Share on such Stock Exchange for the five (5) preceding days on which the Shares were traded;
- (aa) **"Non-Executive Director"** means a director of the Corporation that is not also an employee or officer of the Corporation or any of its Affiliates;
- ~~(aa)~~(bb) **"Participant"** means a RSU Participant or a DSU Participant, as applicable;
- ~~(bb)~~(cc) **"Plan"** means this Amended and Restated Long Term Incentive Plan, as amended from time to time;
- ~~(ee)~~(dd) **"Restricted Share Unit"** or **"RSU"** means a unit granted or credited to a RSU Participant's notional account pursuant to the terms of this Plan that, subject to the provisions hereof, entitles a RSU Participant to receive one Share in accordance with the terms set forth in the Plan;
- ~~(dd)~~(ee) **"RSU Election Notice"** means a notice, in the form contained in Schedule "B" attached hereto, by a RSU Participant to the Corporation electing the desired form of settlement of vested Restricted Share Units;
- ~~(ee)~~(ff) **"RSU Participant"** means an Eligible Person who has been designated by the Corporation for participation in the Plan and who has agreed to participate in the Plan and to whom a Restricted Share Unit has been granted or will be granted thereunder;
- ~~(ff)~~(gg) **"RSU Termination Date"** means the date on which ~~a~~the RSU Participant ceases to be an Eligible Person as a result of a termination of employment with the Corporation ~~or an Affiliate and its Affiliates~~ for any reason, including death, retirement, permanent Disability, resignation, termination without Cause or termination with Cause. For the purposes of the

Plan, a RSU Participant's employment with the Corporation ~~or an Affiliate~~ and its Affiliates shall be considered to have terminated effective on the last day of the RSU Participant's actual and active employment with the Corporation ~~or~~ and its Affiliate, whether such day is selected by agreement with the individual, or unilaterally by the RSU Participant or the Corporation ~~or~~ and its Affiliate, and whether with or without advance notice to the RSU Participant. For the avoidance of doubt, no period of notice or pay in lieu of notice that is given or that ought to have been given under applicable law in respect of such termination of employment that follows or is in respect of a period after the RSU Participant's last day of actual and active employment shall be considered as extending the RSU Participant's period of employment for the purposes of determining his or her entitlement under the Plan;

~~(gg)~~(hh) \_\_\_\_\_ **"RSU Vesting Date"** means the date or dates determined in accordance with the terms of the Grant Agreement entered into in respect of such Restricted Share Units (as described in Section 3.3), on and after which a particular Restricted Share Unit may be settled, subject to amendment or acceleration from time to time in accordance with the terms hereof;

~~(hh)~~(ii) **"Settlement Date"** has the meaning given to that term in Section 4.1(1);

~~(ii)~~(jj) **"Share"** means a common share in the capital ~~stock~~ of the Corporation, and includes any shares of the Corporation into which such common shares may be converted, reclassified, redesignated, subdivided, consolidated, exchanged or otherwise changed;

~~(jj)~~(kk) **"Shareholders"** means holders of Shares;

~~(kk)~~(ll) **"Source Deductions"** has the meaning given to that term in Section 2.4;

~~(ll)~~(mm) \_\_\_\_\_ **"Stock Exchange"** means the TSX while the Shares are listed on the TSX, or if the Shares are not listed and posted for trading on the TSX at any time, the stock exchange on which the Shares are then listed or posted for trading and primarily trade;

~~(mm)~~(nn) \_\_\_\_\_ **"Transfer"** includes without limitation any sale, exchange, assignment, gift, disposition, mortgage, charge, pledge, encumbrance, grant of security interest or other arrangement by which possession, legal title, beneficial ownership or the risk of economic exposure passes from one person to another, or to the same person in a different capacity, whether or not voluntary and whether or not for value, and including any pledge, security interest or similar agreement;

~~(nn)~~(oo) \_\_\_\_\_ **"TSX"** means the Toronto Stock Exchange;

~~(oo)~~(pp) \_\_\_\_\_ **"Units"** means DSUs and RSUs, as applicable; and

~~(pp)~~(qq) \_\_\_\_\_ **"U.S. Participant"** means any Participant who is a United States citizen or United States resident alien as defined for purposes of Code Section 7701(b)(1)(A).

(2) In the Plan, words importing the singular number shall include the plural and vice versa.

## ARTICLE 2 GENERAL PROVISIONS

### Section 2.1 Administration

- (1) The Board shall administer this Plan.
- (2) Subject to the terms and conditions set forth herein, the Board has the authority: (i) to grant Restricted Share Units to RSU Participants; (ii) to grant Deferred Share Units to DSU Participants (ii) to determine the terms, including the limitations, restrictions, vesting period and conditions, if any, upon such grants; (iii) to interpret this Plan and all agreements entered into hereunder; (iv) to adopt, amend and rescind such administrative guidelines and other rules relating to this Plan as it may from time to time deem advisable; and (v) to make all other determinations and to take all other actions in connection with the implementation and administration of this Plan as it may deem necessary or advisable. The Board's guidelines, rules, interpretations, and determinations shall be conclusive and binding upon the Corporation, its Affiliates, and all RSU Participants and DSU Participants and their heirs, executors, legal personal representatives and beneficiaries.
- (3) Notwithstanding the foregoing or any other provision contained herein, the Board shall have the right to delegate the administration and operation of this Plan, in whole or in part, to a committee [of the Board](#) and/or to any member thereof. For greater certainty, any such delegation by the Board may be revoked at any time at the Board's sole discretion.
- (4) No member of the Board or any person acting pursuant to authority delegated by it hereunder shall be liable for any action or determination in connection with the Plan made or taken in good faith, and each member of the Board and each such person shall be entitled to indemnification by the Corporation with respect to any such action or determination.
- (5) The Board may adopt such rules or regulations and vary the terms of this Plan and any grant hereunder as it considers necessary to address tax or other requirements of any applicable non-Canadian jurisdiction, including without limitation Section 409A of the Code.
- (6) Shares issued or delivered to RSU Participants pursuant to grants of Restricted Share Units or to DSU Participants pursuant to grants of Deferred Share Units shall be subject to [any applicable](#) restrictions on resale and transfer under applicable securities laws and the requirements of any Stock Exchange or other market on which any class of Shares are listed or quoted for trading, and any certificates representing such Shares shall bear, as required, a respective legend in respect thereof.

### Section 2.2 Amendment and Termination

- (1) The Board may, in its sole discretion, suspend or terminate the Plan at any time or from time to time amend, revise or discontinue the terms and conditions of the Plan or of any Unit granted under the Plan and any Grant Agreement relating thereto, subject to any required regulatory approval, provided that such suspension, termination, amendment, or revision will not adversely alter or impair any Unit previously granted except as permitted by the terms of this Plan or as required by applicable laws.
- (2) If the Plan is terminated, the provisions of the Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Unit or any rights pursuant thereto remain outstanding and, notwithstanding the termination of the Plan, the Board will remain able to make such amendments to the Plan or the Unit as they would have been entitled to make if the Plan were still in effect.

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- (3) Subject to Section 2.2(4), applicable regulatory approval, including any approval required from the Stock Exchange, the Board shall have the power and authority to approve amendments relating to the Plan or to Units, without further approval of the Shareholders, to the extent such amendment:
- (a) is for the purpose of curing any ambiguity, error or omission in the Plan or to correct or supplement any provision of the Plan that is inconsistent with any provision of the Plan;
  - (b) is necessary to comply with applicable law or the requirements of the Stock Exchange;
  - (c) is an amendment to the Plan respecting administration and eligibility for participation under the Plan;
  - (d) alters, extends or accelerates the terms of vesting applicable to any Units;
  - (e) changes the termination provisions of a Unit or the Plan, which does not entail an extension beyond the original expiry date of a Unit;
  - (f) adding or amending provisions necessary for Units to qualify for favourable tax treatment to RSU Participants and DSU Participants and/or the Corporation under applicable tax laws;
  - (g) is an amendment to the Plan of a “housekeeping nature”; or
  - (h) does not require Shareholder approval under applicable law (including, without limitation, the rules, regulations and policies of the Stock Exchange), provided that in the case of any alteration, amendment or variance referred to in paragraph (3)(a) or (3)(b) of this Section 2.2, the alteration, amendment or variance does not:
    - (i) increase the maximum number of Shares issuable under the Plan;
    - (ii) add any form of financial assistance by the Corporation for the exercise of a Unit;
    - (iii) result in a material or unreasonable dilution in the number of outstanding Shares or any material benefit to a Participant; or
    - (iv) change the class of eligible Participants to the Plan which would have the potential of broadening or increasing participation by Insiders of the Corporation;
- and further provided that:
- (v) any Units granted subject to the acceptance and approval of such amendments by the Stock Exchange shall be subject to such approval and acceptance being given and no such Units may be exercised unless and until such approval and acceptance are given.
- (4) Subject to applicable regulatory approval, including any approval required from the Stock Exchange, the Board shall have the power and authority to approve amendments relating to the Plan or to Units for the following purposes; provided that any such amendment will not become effective unless and until approved by a majority of the votes cast by Shareholders, in person or by proxy, at a meeting of Shareholders:
- (a) any increase the maximum number of Shares issuable under the Plan, or any change from a fixed maximum number of Shares issuable under the Plan to a fixed maximum percentage;

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- (b) any extension of the term of a Unit beyond its original expiry date (which, for greater certainty, shall not include the circumstances provided for in Section 2.13(2) hereof in respect of a Black-Out Period), or any amendment to permit the grant of a Unit with an expiry date of more than ten years from the date the Unit is granted (which, for greater certainty, shall not include the circumstances provided for in Section 2.13(2) hereof in respect of a Black-Out Period);
- (c) any amendment to Section 2.5 that would allow any Unit to be subject to an assignment or Transfer other than for estate planning or normal estate settlement purposes;
- (d) changes to the insider participation limits in Section 2.13(1)(c)(i) and (ii) which would result in shareholder approval to be required by the applicable stock exchange on a disinterested basis;
- (e) any amendment to Section 2.13(1)(c)(iii) or (iv) that would increase the limits imposed on ~~non-employee directors~~ Non-Executive Directors' participation in the Plan;
- (f) an amendment to the provisions of Section 2.2(3), other than those that are for the purpose of curing any ambiguity, error or omission in such section and are not material in nature;
- (g) an amendment to the provisions of this Section 2.2(4) ~~respecting matters requiring shareholder approval~~, other than the addition of further matters to be subject to shareholder approval and those amendments that are for the purpose of curing any ambiguity, error or omission in such section and are not material in nature; and
- (h) any other amendment requiring shareholder approval under applicable law (including, without limitation, under the rules and policies of the TSX and of any other stock exchange or market having authority over the Corporation or the Plan),

provided further that, in the case of any amendment or variance referred to in Section 2.2(4)(a), (b), (d) and (e), Insiders and their Associates will not have the votes attaching to the Shares held, directly or indirectly, by them counted in respect of the required approval of the Shareholders.

- (5) No such amendment to the Plan shall cause the Plan in respect of Restricted Share Units to cease to be a plan described in (i) paragraph (k) of the definition of "salary deferral arrangement" in subsection 248(1) of the ITA or any successor to such provision or (ii) section 7 of the ITA or any successor to such provision.
- (6) No such amendment to the Plan shall cause the Plan in respect of Deferred Share Units to cease to be a plan described in regulation 6801(d) of the ITA or any successor to such provision.
- (7) If any provision of the Plan contravenes the Code's Section 409A, the Board may, in its sole discretion and without the U.S. Participant's consent, modify such provision to: (i) comply with, or avoid being subject to, Code Section 409A, or to avoid incurring taxes, interest or penalties under Code Section 409A, or otherwise; and/or (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the U.S. Participant of the applicable provision without materially increasing the cost to the Corporation and contravening Code Section 409A.

### **Section 2.3 Effective Date**

This Plan amends and restates the Amended and Restated Long Term Incentive Plan of the Corporation dated ~~June 9~~May 14, 2017~~2020~~, and shall be effective on ~~May 14~~June 21, 2020~~2023~~.

### **Section 2.4 Tax Withholdings and Deductions**

Notwithstanding any other provision contained herein, the Corporation or the relevant Affiliate, as applicable, shall be entitled to withhold from any amount payable to a Participant, either under this Plan or otherwise, such amounts as may be necessary so as to ensure that the Corporation or the relevant Affiliate is in compliance with the applicable provisions of the ITA or the Code or any other federal, provincial, state or local law relating to the withholding of tax or other required deductions relating to the settlement of such Units (the “**Source Deductions**”).

### **Section 2.5 Non-Transferability**

No assignment or other Transfer of Units, whether voluntary, involuntary, by operation of law or otherwise (other than upon the death of the Participant), vests any interest or right in such Units whatsoever in any assignee or transferee.

### **Section 2.6 Participation in this Plan**

- (1) Nothing contained in the Plan nor in any Unit granted thereunder shall be deemed to give any Participant any interest or title in or to any Shares or any rights as a Shareholder or any other legal or equitable right against the Corporation, or any of its Affiliates whatsoever, including without limitation, the right to vote as a Shareholder and/or the right to participate in any new issue of Shares to existing holders of Shares, other than those rights relating to Shares that have been issued by the Corporation upon the settlement of a Unit pursuant to the terms of this Plan.
- (2) Participants shall have no legal or equitable rights, claims, or interest in any specific property or assets of the Corporation or any Affiliate. No assets of the Corporation or any Affiliate shall be held in any way as collateral security for the fulfillment of the obligations of the Corporation or any Affiliate under this Plan. Any and all of the Corporation’s or any Affiliate’s assets shall be, and remain, the general unrestricted assets of the Corporation or Affiliate. The Corporation’s or any Affiliate’s obligation under this Plan shall be merely that of an unfunded and unsecured promise of the Corporation or such Affiliate to pay money in the future, and the rights of Participants shall be no greater than those of unsecured general creditors.
- (3) The Plan shall not give any Participant or any employee of the Corporation or any of its Affiliates the right or obligation to or to continue to serve as a Consultant, director, officer or employee, as the case may be, to or of the Corporation or any of its Affiliates.
- (4) The Corporation makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting the Participant resulting from the grant or settlement of a Unit or transactions in the Shares. With respect to any fluctuations in the market price of Shares, neither the Corporation, nor any of its directors, officers, employees, shareholders or agents, shall be liable for anything done or omitted to be done by such person or any other person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares hereunder, or in any other manner related to the Plan. For greater certainty, no amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional Units will be granted to such Participant, to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

- (5) No Participant shall acquire the automatic right to be granted one or more Units under the terms of the Plan by reason of any previous grant of Units under the terms of the Plan.
- (6) The Plan does not provide for any guarantee in respect of any loss or profit that may result from fluctuations in the price of Shares.

#### **Section 2.7 Notice**

Any notice required to be given by this Plan shall be in writing and shall be given by registered mail, postage prepaid, or delivered by courier or by [email or](#) facsimile transmission addressed, if to the Corporation, to the head office of the Corporation, Attention: Corporate Secretary; or, if to a Participant, to such Participant at his or her address as it appears on the books of the Corporation or in the event of the address of any such Participant not so appearing, then to the last known address of such Participant; or, if to any other person, to the last known address of such person.

#### **Section 2.8 Right to Issue Other Shares**

The Corporation shall not by virtue of this Plan be in any way restricted from declaring and paying stock, cash or other dividends, issuing further Shares, or varying or amending its share capital or corporate structure.

#### **Section 2.9 Governing Law**

The Plan shall be governed by the laws of British Columbia and the federal laws of Canada applicable therein.

#### **Section 2.10 No Interest**

No interest or other amounts shall accrue to the Participant in respect of any amount payable by the Corporation to the Participant under this Plan or Unit.

#### **Section 2.11 Regulatory Approval**

The grant of Units and the issuance of Shares pursuant to this Plan are subject to compliance with all applicable laws, rules and regulations of all governmental and regulatory authorities and to the requirements of any Stock Exchange. The Participant agrees to: (i) comply with all such laws, rules regulations and requirements; (ii) to furnish to the Corporation any information, report and/or undertakings required to comply with all such laws, rules, regulations and requirements; (iii) to fully cooperate with the Corporation in complying with such laws, rules regulations and requirements; and (iv) to fully cooperate with the Corporation in complying with the provisions of the ITA, the Code and/or other tax laws, as applicable.

#### **Section 2.12 Change of Control**

Upon a Change of Control Event all unvested Units then outstanding shall be substituted by or replaced with Units of the continuing entity on the same terms and conditions as the original Units unless substitution or replacement of the Units is deemed impossible or impractical by the Board, in its sole discretion, in which case the cash value of all such Units shall be determined by the Board acting reasonably, and with reference to consideration paid to the Corporation and/or its shareholders in connection with the Change of Control Event, and such cash value of the Units shall be paid to the Participants at the time and in amounts corresponding to the vesting schedule of the underlying Units on which the cash value is based. For greater clarity, the provisions of Section 4.2 shall apply *mutatis mutandis* to Units which are replaced pursuant to this Section 2.12 with Units of the continuing entity or cash awards in lieu of Units of the continuing entity.

### Section 2.13 Grant of Units, Shares Reserved and Participation Limits

- (1) Subject to the provisions of this Plan, the Board may grant Units to Participants upon the terms, conditions and limitations set forth herein and such other terms, conditions and limitations permitted by and not inconsistent with this Plan as the Board may determine, provided that:
- (a) The maximum number of Shares which may be reserved for issuance under this Plan in respect of grants of Restricted Share Units to RSU Participants and grants of Deferred Share Units to DSU Participants and for dividend-equivalent payments in Shares in respect thereof shall not in aggregate exceed ~~54~~4% of the issued and outstanding Shares from time to time on a non-diluted basis. For purposes of clarity, the maximum number of Shares reserved for issuance under this Plan (while the Shares are listed on the TSX) together with any Shares issuable pursuant to any other security based compensation arrangement of the Corporation, including outstanding options under the Corporation's stock option plan, established February 23, 1999, and most recently amended and restated on ~~May 14~~June 21, 2020 2023, as it may be further amended (the "Stock Option Plan") may not in aggregate exceed 7% of the issued and outstanding shares from time to time on a non-diluted basis.
  - (b) The number of Shares subject to any grants of Restricted Share Units or Deferred Share Units (or portions thereof) that: (i) have vested and been redeemed; or (ii) have Expired or been forfeited, surrendered, cancelled or otherwise terminated prior to the delivery of the Shares pursuant to a grant of Restricted Share Units or Deferred Share Units: shall, in each case, automatically become available to be made and subject to new grants under this Plan. In addition, the number of Shares subject to grants of Restricted Share Units or Deferred Share Units (or portions thereof) that the Corporation permits to be settled in cash in lieu of settlement in Shares shall automatically become available to be made the subject of new grants under this Plan; and
  - (c) Unless the Corporation has received requisite shareholder approval, under no circumstances shall this Plan, together with all of the Corporation's previously established or proposed compensation or incentive plans or mechanisms involving the issuance or potential issuance of Shares, including the Stock Option Plan, result, at any time, in:
    - (i) the aggregate number of Shares reserved for issuance to Insiders (as a group) at any point in time exceeding 10% of the outstanding issue (on a non-diluted basis);
    - (ii) the issuance to Insiders (as a group), within a 12 month period, of an aggregate number of Shares exceeding 10% of the outstanding issue (on a non-diluted basis);
    - (iii) the aggregate number of Shares reserved for issuance to all ~~non-employee directors~~ Non-Executive Directors of the Corporation exceeding 1% of the outstanding issue (on a non-diluted basis); or
    - (iv) the grant to any ~~non-employee director~~ Non-Executive Director of the Corporation of more than \$150,000 worth of Shares annually (with such value determined as of the date of grant).
- (2) In the event that a Participant receives Shares from the Corporation in satisfaction of a grant of Restricted Share Units or Deferred Share Units during a Black-Out Period, the Participant shall not be entitled to sell or otherwise dispose of such Shares until such Black-Out Period has expired. In the event that the RSU Vesting Date or RSU Settlement Date for any RSUs occurs during a Black-Out

Period, the RSU Participant shall be deemed to have elected to settle such RSUs in Shares under Section 4.1(1)(c)(ii) hereof, however, the number of such RSUs as is necessary to raise funds sufficient to cover all Source Deductions with respect thereto shall be settled in cash with such amount being withheld by the Corporation in accordance with Section 4.1(3)(c) hereof. In the event that the DSU Termination Date for any DSUs occurs during a Black-Out Period, such DSUs shall be settled in Shares under Section 5.5(3) hereof, however, the number of such DSUs as is necessary to raise funds sufficient to cover all Source Deductions with respect thereto shall be settled in cash with such amount being withheld by the Corporation. In the event that a Participant's Units are set to Expire during a Black-Out Period, such expiry date may be extended for up to ten (10) Business Days after the expiry of the Black-Out Period.

#### **Section 2.14      Legends**

The Grant Agreements and the Shares issued on settlement of any RSUs and DSUs shall have imposed on them those legends that are required under applicable securities laws or the rules and policies of any Stock Exchange on which the Shares then trade, if any.

### **ARTICLE 3 RESTRICTED SHARE UNITS**

#### **Section 3.1      Grant of Restricted Share Units**

- (1) Subject to the provisions of this Plan, the Board may grant Restricted Share Units to any Eligible Person upon the terms, conditions and limitations set forth herein and such other terms, conditions and limitations permitted by and not inconsistent with this Plan as the Board may determine.
- (2) The grant of a Restricted Share Unit shall be evidenced by a Grant Agreement, signed on behalf of the Corporation.
- (3) The Corporation shall maintain a notional account for each RSU Participant, in which shall be recorded the number of vested and unvested Restricted Share Units granted or credited to such Participant.
- (4) The grant of a Restricted Share Unit to a RSU Participant, or the settlement of a Restricted Share Unit, under the Plan shall neither entitle such RSU Participant to receive nor preclude such RSU Participant from receiving subsequently granted Restricted Share Units.

#### **Section 3.2      Dividend Equivalents**

Each RSU Participant's notional account shall, from time to time, be credited with additional Restricted Share Units (including fractional Restricted Share Units), the number of which shall be determined by dividing:

- (1) the product obtained by multiplying the amount (or if non-cash, the value, as determined by the Board) of each dividend or other distribution declared and paid by the Corporation on the Shares on a per share basis (excluding stock dividends or distributions, but including dividends or distributions which may be paid in cash or in shares at the option of the shareholder) by the number of Restricted Share Units recorded in the Participant's notional account (whether vested or unvested) on the record date for payment of any such dividend or distribution,

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- (2) the Fair Market Value of a Share on the payment date for such dividend or distribution.

### **Section 3.3 Vesting**

Except as otherwise provided in a RSU Participant's Grant Agreement as determined by the Board at its sole discretion, and subject to the other provision of this Plan (including Section 4.2):

- (1) 1/3 of the Restricted Share Units granted pursuant to Section 3.1 shall vest on the first (1<sup>st</sup>) anniversary of the Date of Grant;
- (2) 1/3 of the Restricted Share Units granted pursuant to Section 3.1 shall vest on the second (2<sup>nd</sup>) anniversary of the Date of Grant;
- (3) 1/3 of the Restricted Share Units granted pursuant to Section 3.1 shall vest on the third (3<sup>rd</sup>) anniversary of the Date of Grant; and
- (4) all Restricted Share Units credited pursuant to Section 3.2 shall vest simultaneously with the Restricted Share Units to which they relate, provided the Participant is continuously employed by or in service with the Corporation, or any of its Affiliates, from the Date of Grant until such Vesting Date.

### **Section 3.4 Adjustments**

Subject to any required approval by any Stock Exchange or regulatory authority, in the case of any merger, amalgamation, arrangement, rights offering, subdivision, consolidation, or reclassification of the Common Shares or other relevant change in the capitalization of the Corporation, or stock dividend or distribution (excluding dividends or distributions which may be paid in cash or in shares at the option of the shareholder), or exchange of the Common Shares for other securities or property, the Corporation shall make appropriate adjustments in the Shares issuable or amounts payable, as the case may be, as determined as appropriate by the Board, to preclude a dilution or enlargement of the benefits hereunder, and any such adjustment (or non-adjustment) by the Corporation shall be conclusive, final and binding upon the RSU Participants.

## **ARTICLE 4 SETTLEMENT & EXPIRY OF RESTRICTED SHARE UNITS**

### **Section 4.1 Settlement of Restricted Share Units**

- (1) Except as otherwise provided in a RSU Participant's Grant Agreement or any other provision of this Plan:
  - (a) all of the vested Restricted Share Units covered by a particular grant and the related Restricted Share Units credited pursuant to Section 3.2 shall be settled on the first Business Day following their RSU Vesting Date (the "**Settlement Date**"), and in no event later than December 31<sup>st</sup> of the third year after the calendar year of the Date of Grant;
  - (b) following the RSU Vesting Date in respect of an award of Restricted Share Units granted to a RSU Participant:
    - (i) ~~A~~a RSU Participant shall become entitled to deliver to the Corporation, on or before the Settlement Date, a RSU Election Notice in respect of any or all vested Restricted Share Units held by the RSU Participant; and

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- (ii) ~~In~~in the RSU Election Notice, the RSU Participant will elect to settle vested Restricted Share Units in cash, in Shares, or in a combination of cash and Shares.
- (c) settlement shall take the form of, as set out in the RSU Election Notice,
  - (i) a payment of cash to the RSU Participant of an amount equal to the Fair Market Value of a Share on the Settlement Date, multiplied by the number of vested Restricted Share Units applicable to settlement in cash to be settled on that Settlement Date (referred to herein as the “**RSU Gross Payment**”);
  - (ii) Shares issued from treasury representing the number of vested Restricted Share Units to be settled in Shares on that Settlement Date (which may be legended as required by law or any Stock Exchange), with any fractional Shares settled in cash based on the Fair Market Value; or
  - (iii) where payments in respect of vested Restricted Share Units to a RSU Participant are to be made in a combination of cash and Shares issued from treasury, the Corporation shall:
    - (A) issue from treasury a number of Shares determined by the Board; and
    - (B) pay to the RSU Participant a cash amount equal to the amount by which the RSU Gross Payment exceeds the Fair Market Value on the Settlement Date of the Shares issued from treasury;
- (d) ~~If~~if a RSU Election Notice is not received by the Corporation on or before the Settlement Date, settlement shall take the form of Shares issued from treasury as set out in Section 4.1(1)(c)(ii)-~~2~~.

in each case subject to terms of Section 2.4 and the other provisions of this Plan.

- (2) Following receipt of such payment referred to in Section 4.1, the Restricted Share Units so settled shall be of no value whatsoever and shall be struck from the RSU Participant’s notional account.
- (3) Notwithstanding the foregoing, unless not required under the ITA, no Shares will be issued or transferred pursuant to this Section 5.1 until:
  - (a) an amount sufficient to cover the ~~withholding taxes~~Source Deductions payable on the settlement of such RSUs has been received by the Corporation;
  - (b) the RSU Participant undertakes to arrange for such number of Shares to be sold as is necessary to raise an amount equal to such ~~withholding taxes~~Source Deductions, and to cause the proceeds from the sale of such Shares to be delivered to the Corporation; or
  - (c) the RSU Participant elects to settle for cash such number of RSUs as is necessary to raise funds sufficient to cover such ~~withholding taxes~~Source Deductions with such amount being withheld by the Corporation.

## Section 4.2 Termination

Unless otherwise provided in the RSU Participant’s Grant Agreement and regardless of any adverse, or potentially adverse, tax or other consequences resulting from the foregoing:

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- (1) if a RSU Participant ceases to be an Eligible Person as a result of his or her termination with Cause or resignation without Good Reason, any unvested Restricted Share Units held by such RSU Participant shall Expire on the Participant's Termination Date;
- (2) if a RSU Participant ceases to be an Eligible Person as a result of his or her Board approved retirement or Disability, any unvested Restricted Share Units held by such RSU Participant shall vest on the Participant's Termination Date;
- (3) if a RSU Participant ceases to be an Eligible Person as a result of his or her Good Leaver Termination, any unvested Restricted Share Units held by such RSU Participant shall vest on the RSU Participant's Termination Date; and
- (4) if a RSU Participant ceases to be an Eligible Person as a result of his or her death, any unvested Restricted Share Units held by such Participant shall vest on the RSU Participant's Termination Date.

## **ARTICLE 5 DEFERRED SHARE UNITS**

### **Section 5.1 Grant of Deferred Share Units**

- (1) Subject to this Article 5 and the other provisions of this Plan, the Board may recommend the grant of, from time to time, Deferred Share Units to a DSU Participant upon the terms, conditions and limitations set forth herein and such other terms, conditions and limitations permitted by and not inconsistent with this Plan as the Board may determine.
- (2) The grant of a Deferred Share Unit shall be evidenced by a Grant Agreement, signed on behalf of the Corporation.
- (3) The Corporation shall maintain a notional account for each DSU Participant, in which shall be recorded the number of vested and unvested Deferred Share Units granted or credited to such Participant.
- (4) The grant of a Deferred Share Unit to a DSU Participant, or the settlement of a Deferred Share Unit, under the Plan shall neither entitle such DSU Participant to receive nor preclude such DSU Participant from receiving subsequently granted Deferred Share Units.

### **Section 5.2 Director Election to Participate**

Subject to Board approval, a DSU Participant that is a ~~non-employee director~~ Non-Executive Director may elect, once each calendar year, to be paid a percentage of his or her annual board retainer in the form of Deferred Share Units, with the balance being paid in cash. In the case of an existing DSU Participant, the election must be completed, signed and delivered to the Corporation by the end of the fiscal year preceding the fiscal year to which such election is to apply. In the case of a new DSU Participant, the election must be completed, signed and delivered to the Corporation as soon as possible, and, in any event, no later than 30 days, after the director's appointment, with such election to be effective on the first day of the fiscal quarter of the Corporation next following the date of the Corporation's receipt of the election until the final day of the fiscal year of appointment. ~~For the first year of the Plan, DSU Participants must make such election as soon as possible, and, in any event, no later than 30 days, after adoption of the Plan and the election shall be effective on the first day of the fiscal quarter of the Corporation next following the date of the Corporation's receipt of the election until the final day of such fiscal year.~~ If no election is made in respect of a particular fiscal year,

the new or existing DSU Participant that is a ~~non-employee director~~ Non-Executive Director will receive the annual retainer in cash.

### **Section 5.3 Dividend Equivalents**

Each DSU Participant's notional account shall, from time to time, be credited with additional Deferred Share Units (including fractional DSUs), the number of which shall be determined by dividing:

- (1) the product obtained by multiplying the amount (or if non-cash, the value, as determined by the Board) of each dividend or other distribution declared and paid by the Corporation on the Shares on a per share basis (excluding stock dividends or distributions, but including dividends or distributions which may be paid in cash or in shares at the option of the shareholder) by the number of Deferred Share Units recorded in the DSU Participant's notional account (whether vested or unvested) on the record date for payment of any such dividend or distribution,

by

- (2) the Fair Market Value of a Share on the payment date for such dividend or distribution.

### **Section 5.4 Vesting**

- (1) Except as otherwise provided in a DSU Participant's Grant Agreement as determined by the Board at its sole discretion, and subject to the other provision of this Plan (including Section 6.2 and Section 2.2(6)), all Deferred Share Units recorded in a DSU Participant's Deferred Share Unit notional account (including, for certainty, those Deferred Share Units issued pursuant to Section 5.3) shall vest on the DSU Termination Date.
- (2) DSU Participants will not have any right to receive any benefit under the Plan in respect of a Deferred Share Unit until the DSU Termination Date.

### **Section 5.5 Adjustments**

Subject to any required approval by any Stock Exchange or regulatory authority, in the case of any merger, amalgamation, arrangement, rights offering, subdivision, consolidation, or reclassification of the Common Shares or other relevant change in the capitalization of the Corporation, or stock dividend or distribution (excluding dividends or distributions which may be paid in cash or in shares at the option of the shareholder), or exchange of the Common Shares for other securities or property, the Corporation shall make appropriate adjustments in the Shares issuable or amounts payable, as the case may be, as determined as appropriate by the Board, to preclude a dilution or enlargement of the benefits hereunder, and any such adjustment (or non-adjustment) by the Corporation shall be conclusive, final and binding upon the DSU Participants.

## **ARTICLE 6 PAYMENT & EXPIRY OF DEFERRED SHARE UNITS**

### **Section 6.1 Payment in respect of Deferred Share Units**

As soon as practicable following the DSU Termination Date, and no later than the DSU Payment Date, in respect of an award of Deferred Share Units granted to a DSU Participant:

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- (1) The Board shall determine, in its sole discretion, to make all payments in respect of an award of a DSU to a DSU Participant in cash, in Shares from treasury, or in a combination of cash and Shares issued from treasury in the manner outlined below;
- (2) Where the Board determines to make all payments in respect of an award of a DSU to a DSU Participant in cash, the Corporation shall pay to the DSU Participant an amount of cash equal to  $A \times B$  where:
  - (a) A is the number of Deferred Share Units held by the DSU Participant on the DSU Termination Date; and
  - (b) B is the Market Price of the Shares on the DSU Termination Date (such amount referred to as the “**DSU Gross Payment**”);

[subject to the terms of Section 2.4 and the other provisions of this Plan;](#)

- (3) Where the Board determines to make all payments in respect of an award of a DSU to a DSU Participant in Shares issued from treasury, the Corporation shall issue that number of Shares from treasury that is equal to the number of vested Deferred Share Units, [subject to the terms of Section 2.4 and the other provisions of this Plan;](#)
- (4) Where the Board determines to make payments in respect of an award of a DSU to a DSU Participant in a combination of cash and Shares issued from treasury, the Corporation shall:
  - (a) Issue from treasury a number of Shares determined by the Board; and
  - (b) Pay to the DSU Participant a cash amount equal to the amount by which the DSU Gross Payment exceeds the Fair Market Value on the DSU Termination Date of the Shares issued from treasury,

in each case subject to the terms of Section 2.4 and the other provisions of this Plan.

- (5) Notwithstanding the foregoing, unless not required under the ITA, no Shares will be issued or transferred [pursuant to this Section 6.1](#) until:
  - (a) an amount sufficient to cover the ~~withholding taxes~~ [Source Deductions](#) payable on the settlement of such DSUs has been received by the Corporation (or withheld by the Corporation from the cash payment noted above if applicable);
  - (b) the DSU Participant undertakes to arrange for such number of Shares to be sold as is necessary to raise an amount equal to such ~~withholding taxes~~ [Source Deductions](#), and to cause the proceeds from the sale of such Shares to be delivered to the Corporation; or
  - (c) the DSU Participant elects to settle for cash such number of DSUs as is necessary to raise funds sufficient to cover such ~~withholding taxes~~ [Source Deductions](#) with such amount being withheld by the Corporation.

## **Section 6.2 Termination**

Unless otherwise provided in the DSU Participant’s Grant Agreement and regardless of any adverse, or potentially adverse, tax or other consequences resulting from the foregoing:

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- (a) if a DSU Participant ceases to be an Eligible Person as a result of his or her termination with Cause or resignation without Good Reason, any unvested Deferred Share Units held by such DSU Participant shall Expire on the Participant's Termination Date;
- (b) if a DSU Participant ceases to be an Eligible Person as a result of his or her Board approved retirement or Disability, any unvested Deferred Share Units held by such DSU Participant shall vest on the Participant's Termination Date;
- (c) if a DSU Participant ceases to be an Eligible Person as a result of his or her Good Leaver Termination, any unvested Deferred Share Units held by such DSU Participant shall vest on the DSU Participant's Termination Date; and
- (d) if a DSU Participant ceases to be an Eligible Person as a result of his or her death, any unvested Deferred Share Units held by such Participant shall vest on the DSU Participant's Termination Date.

**CONFIRMED as approved by the Board effective ~~May 14, 2020~~ June 21, 2023.**

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**SCHEDULE "A"**  
**RESTRICTED SHARE UNIT AGREEMENT**

Restricted Share Unit Agreement dated \_\_\_\_\_, 20\_\_ between Diversified Royalty Corp., a corporation existing under the laws of Canada (the "**CORPORATION**") and \_\_\_\_\_, an individual residing in \_\_\_\_\_ (the "**Participant**").

**WHEREAS** the Corporation has adopted a Long Term Incentive Plan (the "**Plan**", as it may be amended from time to time), which Plan provides for the granting of Restricted Share Units to RSU Participants (as defined in the Plan), which Restricted Share Units may, in accordance with section 4.1(1)(c) of the Plan, upon their vesting, be settled in cash or an equivalent number of common shares of the Corporation or a combination thereof;

**AND WHEREAS** the Corporation desires to continue to receive the benefit of the services of the Participant and to more fully identify his or her interest with the Corporation's and its subsidiaries' future success;

**AND WHEREAS** the board of directors of the Corporation (the "**Board**") approved the granting of Restricted Share Units to the Participant to receive an equivalent number of common shares in the capital of the Corporation or to receive the cash equivalent value thereof upon the terms and conditions hereinafter provided;

**AND WHEREAS** the Corporation desires to grant to the Participant Restricted Share Units to receive an equivalent number of common shares in the capital of the Corporation or to receive the cash equivalent value thereof upon the terms and conditions hereinafter provided;

**NOW THEREFORE** in consideration of the foregoing and the mutual agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. **Restricted Share Units.** The Corporation hereby grants to the Participant, as of \_\_\_\_\_, 20\_\_, subject to the terms and conditions hereinafter set forth, \_\_\_\_\_ Restricted Share Units (the "**Granted RSUs**") to receive in accordance with the terms of this Agreement \_\_\_\_\_ authorized and unissued common shares in the capital of the Corporation (the "**Shares**") or to elect to receive, in whole or in part, the cash equivalent value thereof, all in accordance with the Plan.
2. **Vesting of the Restricted Share Unit.** The Granted RSUs shall vest according to the following table:

<u>Date</u>	<u>% of Granted RSUs Vested</u>
●	[1/3, for a total of 1/3 vested
●	1/3 additional, for a total of 2/3 vested
●	1/3 additional, for a total of 100% vested]

3. **[Settlement of Granted RSUs.** The Granted RSUs which have vested shall automatically be settled in accordance with section 4.1(1)(c)(ii) of the Plan through the delivery to the

**Participant of that number of Shares of the Corporation equal to the number of Granted RSUs then vested.]**

4. **Subject to Plan.** This Restricted Share Unit Agreement and the Granted RSUs shall be subject in all respects to the provisions of the Plan. However, where there is any conflict between the terms of the Plan and the terms of this Restricted Share Unit Agreement, the terms of the Plan shall govern. A copy of the Plan has been provided to the Participant, and the Participant acknowledges that it has received a copy of the Plan and has reviewed, considered and agreed to the terms of the Plan. [Capitalized terms used but not defined in this Restricted Share Unit Agreement shall have the respective meanings ascribed to them in the Plan.](#)
5. **Shareholder Rights.** A Participant shall have no rights whatsoever as a shareholder in respect of any of the Granted RSUs.
6. **Transfer of Restricted Share Unit.** The Granted RSUs shall not be assignable or transferable by the Participant.
7. **Notice.** Any notice required or permitted to be given hereunder shall be given in accordance with, and subject to, the provisions of the Plan.
8. **Governing Law.** This Restricted Share Unit Agreement and the Granted RSUs shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
9. **French Language.** The parties agree that this Agreement as well as all documents relating thereto be drawn up in the English language only. Les parties seront censes avoir requis que cette contrat de meme que tous les documents s'y rattachant soient rediges en anglais seulement.

IN WITNESS WHEREOF the parties have caused this Restricted Share Unit agreement to be executed as of the date hereof.

**DIVERSIFIED ROYALTY CORP.**

Per: \_\_\_\_\_

Authorized Signing Officer

**NAME OF PARTICIPANT:** \_\_\_\_\_

**SIGNATURE OF PARTICIPANT:** \_\_\_\_\_

Address: \_\_\_\_\_

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SCHEDULE "B" FORM OF RSU ELECTION NOTICE

DIVERSIFIED ROYALTY CORP. (THE "CORPORATION")  
AMENDED AND RESTATED LONG TERM INCENTIVE PLAN (THE "PLAN")

RSU ELECTION NOTICE

I, \_\_\_\_\_, in respect of the \_\_\_\_\_ (print name)

Restricted Share Units that were granted to me on \_\_\_\_\_, hereby elect to settle \_\_\_\_\_ Restricted Share Units and to receive (check one):

- (i) Cash;
- (ii) Shares; or
- (iii) a combination of cash and Shares as follows \_\_\_\_\_.

If I elect to receive cash or a portion of my RSUs in cash, I acknowledge that the Corporation will deduct applicable ~~withholding taxes~~ Source Deductions as defined in the Plan.

If I elect to receive only Shares, or an insufficient amount cash to pay applicable ~~withholding taxes~~ Source Deductions, I (check one):

- (i) enclose cash, a certified cheque, bank draft or money order payable to the Corporation in the amount of \$ \_\_\_\_\_ as full payment for the applicable ~~withholding taxes~~ Source Deductions;
- (ii) undertake to direct that such number of Shares are to be sold, and the proceeds of such Shares delivered to the Corporation, as is necessary to put the Corporation in funds equal to the amount that would have otherwise been required in (i) above; or
- (iii) elect to settle for cash such number of RSUs as is necessary to raise funds sufficient to cover such ~~withholding taxes~~ Source Deductions with such amount being withheld by the Corporation.

Date

Participant's Signature

(Print name)

SCHEDULE "C"

DEFERRED SHARE UNIT GRANT AGREEMENT

Deferred Share Unit Agreement dated \_\_\_\_\_, 20\_\_ between Diversified Royalty Corp., a corporation existing under the laws of Canada (the "CORPORATION") and \_\_\_\_\_, an individual residing in \_\_\_\_\_ (the "Participant").

**WHEREAS** the Corporation has adopted a Long Term Incentive Plan (the "Plan", as it may be amended from time to time), which Plan provides for the granting of Deferred Share Units to DSU Participants (as defined in the Plan), which Deferred Share Units may, in accordance with section 6.1 of the Plan, upon their vesting, be settled in cash or an equivalent number of common shares of the Corporation or a combination thereof at the discretion of the board of directors of the Corporation (the "Board");

**AND WHEREAS** the Corporation desires to continue to receive the benefit of the services of the Participant and to more fully identify his or her interest with the Corporation's and its subsidiaries' future success;

**AND WHEREAS** the Board approved the granting of Deferred Share Units to the Participant to receive an equivalent number of common shares in the capital of the Corporation or to receive the cash equivalent value thereof upon the terms and conditions hereinafter provided;

**AND WHEREAS** the Corporation desires to grant to the Participant Deferred Share Units to receive an equivalent number of common shares in the capital of the Corporation or to receive the cash equivalent value thereof upon the terms and conditions hereinafter provided;

**NOW THEREFORE** in consideration of the foregoing and the mutual agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. **Deferred Share Units.** The Corporation hereby grants to the Participant, as of \_\_\_\_\_, 20\_\_, subject to the terms and conditions hereinafter set forth, \_\_\_\_\_ Deferred Share Units (the "Granted DSUs") to receive in accordance with the terms of this Agreement \_\_\_\_\_ authorized and unissued common shares in the capital of the Corporation (the "Shares") or, at the discretion of the Board, to provide, in whole or in part, the cash equivalent value thereof, all in accordance with the Plan.
2. **Vesting of the Deferred Share Unit.** [Subject to Section 6.2 of the Plan, the Granted DSUs shall vest on the Participant's DSU Termination Date.] [The Granted DSUs shall vest according to the following table:

<u>Date</u>	<u>% of Granted DSUs Vested</u>
●	1/3, for a total of 1/3 vested
●	1/3 additional, for a total of 2/3 vested
●	1/3 additional, for a total of 100% vested]

3. **[Settlement of Granted DSUs.** The Granted DSUs which have vested shall automatically be settled in accordance with section 6.1(1)(3) of the Plan through the delivery to the Participant of that number of Shares of the Corporation equal to the number of Granted DSUs then vested.]
4. **Subject to Plan.** This Deferred Share Unit Agreement and the Granted DSUs shall be subject in all respects to the provisions of the Plan. However, where there is any conflict between the terms of the Plan and the terms of this Deferred Share Unit Agreement, the terms of the Plan shall govern. A copy of the Plan has been provided to the Participant, and the Participant acknowledges that it has received a copy of the Plan and has reviewed, considered and agreed to the terms of the Plan. [Capitalized terms used but not defined in this Deferred Share Unit Agreement shall have the respective meanings ascribed to them in the Plan.](#)
5. **Shareholder Rights.** A Participant shall have no rights whatsoever as a shareholder in respect of any of the Granted DSUs.
6. **Transfer of Deferred Share Unit.** The Granted DSUs shall not be assignable or transferable by the Participant.
7. **Notice.** Any notice required or permitted to be given hereunder shall be given in accordance with, and subject to, the provisions of the Plan.
8. **Governing Law.** This Deferred Share Unit Agreement and the Granted DSUs shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
9. **French Language.** The parties agree that this Agreement as well as all documents relating thereto be drawn up in the English language only. Les parties seront censes avoir requis que cette contrat de meme que tous les documents s'y rattachant soient rediges en anglais seulement.

IN WITNESS WHEREOF the parties have caused this Deferred Share Unit agreement to be executed as of the date hereof.

**DIVERSIFIED ROYALTY CORP.**

Per: \_\_\_\_\_

Authorized Signing Officer

NAME OF PARTICIPANT: \_\_\_\_\_

SIGNATURE OF PARTICIPANT: \_\_\_\_\_

Address: \_\_\_\_\_

Summary Report	
Title	<b>pdfDocs compareDocs Comparison Results</b>
Date & Time	12/05/2023 9:39:42 AM
Comparison Time	1.52 seconds
compareDocs version	v5.1.300.3

Sources	
Original Document	[#5222764] [v4] Amended and Restated Long Term Incentive Plan.doc
Modified Document	[#7964305] [v2] DIV - Amended and Restated Long Term Incentive Plan (Draft - May 2023).doc

Comparison Statistics	
Insertions	31
Deletions	10
Changes	44
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	85

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
<del>Deletions</del>	
<u>Moves</u> / <del>Moves</del>	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	TrackChanges
Character Level	Word	False
Include Comments	Word	False
Include Field Codes	Word	True
Flatten Field Codes	Word	True
Include Footnotes / Endnotes	Word	True
Include Headers / Footers	Word	True
Image compare mode	Word	Insert/Delete
Include List Numbers	Word	True
Include Quotation Marks	Word	False
Show Moves	Word	False
Include Tables	Word	True
Include Text Boxes	Word	True
Show Reviewing Pane	Word	True
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print