

Recorded at the request of and  
when recorded, please return to:  
Nevada Select Royalty, Inc.  
c/o Parsons Behle & Latimer  
Rew Goodenow  
50 West Liberty Street Suite 750  
Reno, NV 89501

The undersigned affirms that this document  
does not contain the personal information of any  
person.

## FORM OF ASSIGNMENT

### ASSIGNMENT OF GOLD CANYON OPTION AGREEMENT

This Assignment of Gold Canyon Option Agreement (the "Assignment") is made and entered into effective as of Aug 22, 2019, by and among Intermont Exploration Corp., a Nevada corporation (formerly Intermont Exploration, LLC), and Fremont Gold Ltd., a British Columbia corporation (collectively "Intermont"), Nevada Select Royalty Inc. ("Nevada Select") and McEwen Mining Nevada Inc., a Delaware corporation ("Assignee").

A. Intermont is the optionee under that Gold Canyon Option Agreement dated December 29, 2017, as amended, among Nevada Select Royalty, Inc., a Nevada corporation, Intermont Exploration Corp. (formerly Intermont Exploration, LLC) and Fremont Gold Ltd. (together with all amendments thereto, the "Option Agreement"), covering certain unpatented mining claims in Eureka County, Nevada, as more particularly described in Exhibit A attached and by this reference incorporated in this Assignment (the "Option Property"). The Memorandum of Gold Canyon Option Agreement was recorded in the official records of Eureka County, Nevada on January 5, 2018, as Document No. 2018-234632 (the "Memorandum").

B. Intermont and the Assignee have entered into a purchase agreement, dated August \_\_, 2019 (the "Purchase Agreement") whereby Optionor is obligated to assign to Assignee all of Optionor's right, title and interest in, to and under the Option Agreement, as amended. Pursuant to the Option Agreement, Intermont has the right to assign its rights and interest under the Option Agreement to a third party by:

- (i) providing Nevada Select with a fully executed version of this Assignment; and
- (ii) providing Nevada Select a fully executed copy of the Purchase Agreement.

C. Assignee has performed its obligations under the Purchase Agreement and in accordance with the Purchase Agreement Intermont wishes to assign and delegate, and Assignee

wishes to acquire and assume, all of Intermont's rights and obligations under the Option Agreement.

Now therefore, for and in consideration of the mutual promises and terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following:

1. Transfer and Assignment. Intermont transfers, conveys, assigns and delivers to Assignee, and Assignee accepts the transfer, conveyance, assignment and delivery of, all of Intermont's right, title and interest in and to the Option Agreement and the Option Property. This Assignment, when recorded in Eureka County shall supersede and cancel the Memorandum.
2. Assumption. Assignee assumes and agrees to be bound by all of the terms and conditions of the Option Agreement and shall assume all of Intermont's liabilities and obligations under the Option Agreement from and after the date of this Assignment, as well as all reclamation obligations and liabilities. Assignee does not assume any obligations and liabilities of Intermont for rentals or advance royalty payments payable under the Option Agreement before the date of this Assignment and liabilities (excluding reclamation liabilities) pertaining to obligations or the failure to perform obligations required to be performed under the Option Agreement before the date of this Assignment. Assignee shall defend, indemnify and hold harmless Intermont from and against any and all claims relating to the Option Agreement and the Option Property arising from operations conducted from and after the date of this Assignment and Assignee's activities in relation to them.
3. Data and Information. Intermont assigns, conveys, sells and transfers to Assignee all books and records (including electronic and computerized books and records) related to the Option Property, including all agreements, contracts, documents, communications, and other items, as well as all files, records, reports, information and data in its possession relating to title to the Option Property or environmental conditions at or pertaining to the Option Property, and all maps, assays, surveys, technical reports, core, drill logs, core and drill data, samples, mine, mill, processing and smelter records, and metallurgical, geological, geophysical, geochemical, and engineering data, and interpretive reports derived therefrom, concerning the Option Property.
4. Notices. For the purposes of this Assignment any and all notices or other communications required or permitted to be sent to the parties shall be sent to the address stated below:

If to Nevada Select:

Nevada Select Royalty, Inc  
Attn: Gerald W. Baughman  
P.O. Box 18127  
197 North Argyle Ct  
Reno, NV 89511

If to Optionor:

Intermont Exploration Corp.  
c/o Fremont Gold Ltd.  
1500-409 Granville Street  
Vancouver, British Columbia, Canada V6C 1T2

If to Assignee:

McEwen Mining Nevada Inc.  
c/o McEwen Mining Inc.  
150 King Street West, Suite 2800  
Toronto, Ontario, Canada M5H 1J9

5. Notice to Third Parties. Intermont shall promptly give notice to any necessary third party of the assignment and transfer of the Option Agreement. The parties agree to cooperate with one another and execute such further documents and instruments, if any, and take such other actions as may be necessary to give effect to this Assignment.
6. No Third-Party Beneficiaries. Nothing in this Assignment shall confer any rights upon any person or entity other than the parties and each party's respective successors and assigns.
7. Successors and Assigns. The terms of this Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
8. Amendments and Waivers. No amendment, modification or discharge of this Assignment and no waiver hereunder shall be valid or binding unless it is stated in writing and duly executed by the party against whom enforcement of the amendment, modification, waiver or discharge is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect to at any other time.
9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada, other than its rules as to conflicts of law.
10. Headings. The headings contained in this Assignment are for purposes of convenience only and shall not affect the meaning or interpretation of this Assignment.
11. Execution. This Assignment may be executed and delivered (including by electronic delivery) in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

The parties have executed this Assignment as of the date first above written.

**NEVADA SELECT ROYALTY, INC.,**  
a Nevada corporation

By *Gerald W. Baughman*  
Name *Gerald W. Baughman*  
Title *President*

**INTERMONT EXPLORATION CORP.,**  
a Nevada corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**FREMONT GOLD LTD.,**  
a British Columbia corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**MCEWEN MINING NEVADA INC.,**  
a Delaware corporation

By *Andrew Laboni*  
Name *Andrew Laboni*  
Title *Secretary + Treasurer*

The parties have executed this Assignment as of the date first above written.

**NEVADA SELECT ROYALTY, INC.,**  
a Nevada corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**INTERMONT EXPLORATION CORP.,**  
a Nevada corporation

By M.C. Newton  
Name M. C. Newton  
Title Vice President of Exploration

**FREMONT GOLD LTD.,**  
a British Columbia corporation

By B.M.  
Name Blaine Monaghan  
Title CEO

**MCEWEN MINING NEVADA INC.,**  
a Delaware corporation

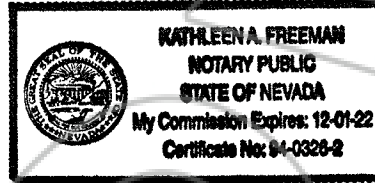
By A. Laboni  
Name Andrew Laboni  
Title Secretary + Treasurer

STATE OF NEVADA )  
 )  
 ) ss.  
COUNTY OF HUMBOLDT )

This instrument was acknowledged before me on August 22, 2019, by Gerald Baughman  
as President of Nevada Select Royalty Inc., a Nevada corporation.

Witness my hand and official seal.

Kathleen A. Freeman  
Notary Public



STATE OF NEVADA )  
 )  
 ) ss.  
COUNTY OF HUMBOLDT )

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by \_\_\_\_\_  
as \_\_\_\_\_ of Intermont Exploration Corp., a Nevada corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

CITY OF VANCOUVER )  
 )  
 ) ss.  
PROVINCE OF BRITISH COLUMBIA )

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by \_\_\_\_\_  
as \_\_\_\_\_ of Fremont Gold Ltd, a British Columbia corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

STATE OF NEVADA )  
 ) ss.  
COUNTY OF HUMBOLDT )

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by \_\_\_\_\_  
as \_\_\_\_\_ of Nevada Select Royalty Inc., a Nevada corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

STATE OF NEVADA )  
 ) ss.  
COUNTY OF HUMBOLDT )

This instrument was acknowledged before me on 8-22, 2019, by Mauryc Newton  
as V.P. of Intermont Exploration Corp., a Nevada corporation.

Witness my hand and official seal.


  
Notary Public



CITY OF VANCOUVER )  
 ) ss.  
PROVINCE OF BRITISH COLUMBIA )

This instrument was acknowledged before me on Aug 22, 2019, by Blaine Monaghan  
as CEO of Fremont Gold Ltd, a British Columbia corporation.

Witness my hand and official seal.

  
Notary Public  
My Commission does not expire.

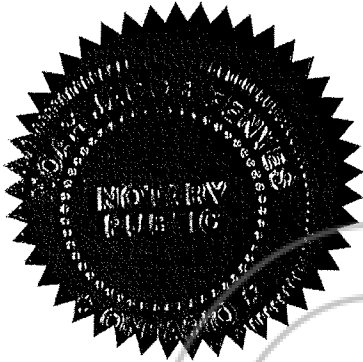
**KALEIGH C. NEVIN**  
Barrister & Solicitor  
**MORTON LAW LLP**  
1200 - 750 WEST PENDER STREET  
VANCOUVER, B.C. V6C 2T8  
604-331-9545 604-681-9652

CITY OF TORONTO )  
 ) ss.  
PROVINCE OF ONTARIO )

This instrument was acknowledged before me on <sup>August</sup>~~February~~ 15, 2019, by Andrew Labory as Secretary + Treasurer of McEwen Mining Nevada Inc., a Delaware corporation.

Witness my hand and official seal.

Noah Fenyes  
Notary Public Noah Fenyes  
My Commission does not expire.



COPY



**EXHIBIT A**

**Description of the Gold Canyon Option Agreement Property**

**Unpatented Mining Claims Eureka County, Nevada**

The following twenty-six (26) unpatented lode mining claims situated in Sections 4 and 5, T. 22 N., R. 50 E., and Sections 32 and 33, T. 23 N., R. 50 E., MDM, in Eureka County, Nevada:

<b>Claim Name</b>	<b>Location Date</b>	<b>County Document No.</b>	<b>BLM NMC No.</b>
Gold Ridge 5	9/4/2015	229945	1112143
Gold Ridge 6	9/4/2015	229946	1112144
Gold Ridge 7	9/4/2015	229947	1112145
Gold Ridge 8	9/4/2015	229948	1112146
Gold Ridge 9	9/4/2015	229949	1112147
Gold Ridge 10	9/4/2015	229950	1112148
Gold Ridge 11	9/4/2015	229951	1112149
Gold Ridge 12	9/4/2015	229952	1112150
Gold Ridge 13	9/4/2015	229953	1112151
Gold Ridge 14	9/4/2015	229954	1112152
Gold Ridge 15	9/4/2015	229955	1112153
Gold Ridge 16	9/4/2015	229956	1112154
Gold Ridge 17	9/10/2015	229957	1112155
Gold Ridge 18	9/10/2015	229958	1112156
Gold Ridge 19	9/10/2015	229959	1112157
Gold Ridge 20	9/10/2015	229960	1112158
Gold Ridge 21	9/10/2015	229961	1112159
Gold Ridge 22	9/10/2015	229962	1112160
Gold Ridge 23	9/10/2015	229963	1112161
Gold Ridge 24	9/10/2015	229964	1112162
Gold Ridge 25	9/10/2015	229965	1112163
Gold Ridge 26	9/10/2015	229966	1112164
Gold Ridge 27	9/10/2015	229967	1112165
Gold Ridge 28	9/10/2015	229968	1112166
Gold Ridge 29	9/10/2015	229969	1112167
GCN-30	4/19/2018	2018-235493	1175493

*Total of twenty-six (26) unpatented lode mining claims.*