

## VOTING AGREEMENT

For good and valuable consideration, the parties hereto agree as follows:

1. Cheryl A. Mason McEwen ("**Shareholder**") hereby irrevocably agrees in favour of McEwen Mining Inc. ("**McEwen Mining**") that, from the date of this Agreement until the earlier of (a) the Effective Date, and (b) the termination of this Agreement, at any meeting (whether annual or special, and at each adjourned or postponed meeting) or any consent process of the shareholders of Lexam VG Gold Inc. ("**Lexam VG Gold**"), such Shareholder will: (i) appear at such meeting or otherwise cause all of the Lexam VG Gold Shares beneficially owned or controlled, directly or indirectly, by such Shareholder (including, for greater certainty, any Lexam VG Gold Shares acquired by the Shareholder following the date hereof) (collectively, the "**Shares**") to be counted as present thereat for purposes of calculating a quorum or other minimum participation requirement, and respond to each request for written consent, if any; (ii) vote or consent or cause to be voted or consented by or on behalf of such Shareholder all of the Shares: (A) in favour of approval and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Resolution and any other actions required for the consummation of the transactions contemplated by the arrangement agreement dated February 13, 2017 between Lexam VG Gold and McEwen Mining (the "**Arrangement Agreement**"), and (B) against any Acquisition Proposal and any other action or proposal made in opposition to or competition with or which otherwise interferes with or prevents the consummation of the transactions contemplated by the Arrangement Agreement; and (iii) not take any action which might reasonably be regarded as likely to prevent, reduce the success or delay or interfere with the completion of the Arrangement.
2. Solely for the purpose of allowing enforcement of Shareholder's obligations under Section 1, Shareholder hereby irrevocably grants to, and appoints Leanne Baker, Michele Ashby or Michael Stein as Shareholder's proxy and attorney-in-fact (with full power of substitution), for and in place of Shareholder, to vote the Shares, or grant a consent or approval in respect of such Shares, at any meeting of Shareholders of Lexam VG Gold (including any adjournments or postponements) or in any other circumstances.
3. Shareholder represents and warrants to McEwen Mining that Shareholder is the sole, direct or indirect, beneficial owner of 6,300,000 Shares, being the only securities of Lexam VG Gold directly or indirectly beneficially owned by such Shareholder, and that Shareholder has title to such securities, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any kind. Shareholder will not, directly or indirectly, dispose or encumber in any manner any such securities or any right or interest therein other than pursuant to the Arrangement Agreement or the exercise of Lexam VG Gold Options.
4. Unless extended by mutual agreement of the Shareholder and McEwen Mining, this Agreement shall automatically terminate upon the earliest of: (a) the termination of the Arrangement Agreement in accordance with its terms, (b) the Effective Time, and (c) upon the mutual written consent of Shareholder and McEwen Mining.
5. Any defined term used in this Voting Agreement and not defined herein shall have the same meaning as such defined term in the Arrangement Agreement.

*[Signature page follows.]*

Each of Shareholder and McEwen Mining have executed this Agreement as of the 13<sup>th</sup> day of February, 2017.

**SIGNED, SEALED AND DELIVERED** )

in the presence of )

*"[redacted]"* )

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Name: )

*"Cheryl A. Mason McEwen"* )

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Name: Cheryl A. Mason McEwen )

**MCEWEN MINING INC.**

By:

*"Robert R. McEwen"* )

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Name: Robert R. McEwen

Title: Chairman and Chief Owner