

**THIS MINERAL PROPERTY OPTION AGREEMENT** is dated for reference November 29, 2018 (the “**Effective Date**”).

**AMONG:**

**CRYSTAL LAKE MINING CORPORATION**, a company duly incorporated pursuant to the laws of British Columbia and having an office address at 13236 Cliffstone Court, Lake Country, British Columbia, V4V 2R1 (hereinafter referred to as “**CLM**”)

AND:

**ROMIOS GOLD RESOURCES INC.**, a corporation duly existing under the laws of Ontario and having an office address at Suite 500 – 2 Toronto St., Toronto ON, M5C 2B6 (hereinafter referred to as “**Romios**”)

AND:

**MCLYMONT MINES INC.**, a company duly existing under the laws of British Columbia and a wholly owned subsidiary of Romios and having its registered office at 2900 - 595 Burrard Street, Vancouver BC V7X 1J5 (hereinafter referred to as “**McLymont**”)

## **OF THE SECOND PART**

**WHEREAS** CLM and Romios entered into a binding letter agreement dated September 19, 2018 (the “**Letter Agreement**”) which sets forth the primary terms of an option (the “**Option**”) by which CLM may acquire 100% of Romios’ interest in its Newmont Lake mineral property (the “**Property**”), as more particularly described in Schedule “A” hereto. The Letter Agreement sets forth the principle terms and conditions which the parties agreed to incorporate into this Mineral Property Option Agreement (the “**Option Agreement**”).

**AND WHEREAS** Romios and McLymont agree to grant the Option to CLM pursuant to the terms of this Option Agreement.

**NOW THEREFORE THIS OPTION AGREEMENT WITNESSETH THAT** in consideration of the premises, the mutual covenants herein set forth, the Parties hereto do hereby mutually covenant and agree as follows:

### **1. INTERPRETATION**

1.1 The following words, phrases and expressions shall have the following meanings:

- (a) “**Acceptance Date**” means the date that this Option Agreement is approved by the TSX Venture Exchange;
- (b) “**Additional Share Consideration**” has the meaning given to it in Section 5.2;

- (c) “**Affiliate**” means a company that is affiliated with another company as described below;

A company is an “Affiliate” of another company if:

- (i) one of them is the subsidiary of the other, or
- (ii) each of them is controlled by the same person;

A company is “controlled” by a person if:

- (iii) voting securities of the company are held, other than by way of security only, by or for the benefit of that person, and
- (iv) the voting rights attached to those voting securities are entitled, if exercised, to elect a majority of the directors of the company;

A person beneficially owns securities that are beneficially owned by:

- (v) a company controlled by that person, or
- (vi) an Affiliate of that person or an Affiliate of any company controlled by that person;

- (d) “**Area of Interest**” has the meaning given to it in Section 5.1;

- (e) “**Business Day**” means a day on which banks are open for business in Vancouver, British Columbia;

- (f) “**Earn-In Date**” means the date on which CLM has earned its interest in the Property in accordance with Section 6.1;

- (g) “**Environmental Claims**” means any and all administrative, regulatory, or judicial actions, suits, demands, claims, liens, notices of non-compliance or violation, investigations, or proceedings relating in any way to any Environmental Law or any permit issued under any Environmental Law, including, without limitation:

- (i) any and all claims by government or regulatory authorities for enforcement, clean-up, removal, response, remedial, or other actions or damages under any applicable Environmental Law; and
- (ii) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation, or injunctive or other relief resulting from hazardous materials, including any release of those claims, or arising from alleged injury or threat of injury to human health or safety (arising from environmental matters) or the environment;

- (h) “**Environmental Laws**” means all requirements of the common law, civil code, or of environmental, health, or safety statutes of any agency, board, or governmental authority including, but not limited to, those relating to (i) noise, (ii) pollution or protection of the air, surface water, ground water, or land, (iii) solid, gaseous, or liquid waste generation, handling, treatment, storage, disposal, or transportation, (iv) exposure to hazardous or toxic substances, or (v) the closure, decommissioning, dismantling, or abandonment of any facilities, mines, or workings and the reclamation or restoration of lands;
- (i) “**Expenditures**” means and includes monies expended in prospecting, exploring, geological, geophysical and geochemical surveying, sampling, examining, diamond and other types of drilling, developing, dewatering, assaying, metallurgical testing, constructing, maintaining and operating roads, trails and bridges, upon or across the mineral claims, buildings, equipment, plant and supplies, salaries and wages (including fringe benefits) of employees and contractors directly engaged therein, prior insurance premiums, all payments pursuant to the Underlying Agreements (defined hereinafter), reimbursements to Romios for posted bonds, all payments to any First Nation and other aboriginal peoples and all other expenses ordinarily incurred in prospecting, exploring and developing mining lands, including an allowance for indirect head office overhead expenses of not more than 5% of all other expenses described above (the “**Overhead Charge**”);
- (j) “**Facilities**” means all mines and plants, including without limitation, all pits, shafts, adits, haulage ways, raises and other underground workings, and all buildings, plants, facilities, and other structures, fixtures, and improvements, and all other property, whether fixed or moveable, as the same may exist at any time in, or on the Property and relating to the operation of the Property as a mine, or outside the Property if for the exclusive benefit of the Property only;
- (k) “**Final Work Program Report**” has the meaning given to it in Section 4.2;
- (l) “**Force Majeure**” has the meaning given to it in Section 12.1;
- (m) “**Laws**” has the meaning given to it in Section 3.10(c);
- (n) “**Mineral Products**” means the commercial end products derived from operating the Property or any part thereof as a mine;
- (o) “**Mining Operations**” includes:
  - (i) every kind of work done on or with respect to the Property or the Mineral Products by or under the direction of CLM; and
  - (ii) without limiting the generality of the foregoing, includes the work of assessment, environmental, geophysical, geochemical, geological, land, and airborne surveys, studies, assessments and mapping, investigating, testing, drilling, designing, examining equipping, improving, surveying,

shaft sinking, raising, cross-cutting and drifting, searching for, digging, trucking, sampling, assaying, working and procuring minerals, ores and metals, in surveying and bringing any mineral claims to lease or patent, in doing all other work usually considered to be prospecting, acquisition of mineral claims, access or surface rights, exploration, development, preparation of a feasibility study, mining work, installation, erection, or construction, and operation of Facilities, milling, concentration, beneficiation of ores and concentrates, as well as the separation and extraction of Mineral Products, and reclamation or remediation;

- (p) “**Net Smelter Return Royalty Agreement**” means the agreement attached hereto as Schedule “B”;
- (q) “**NSR**” means a 2% net smelter return royalty in respect of the Property and the Area of Interest in accordance with the terms of the Net Smelter Return Royalty Agreement;
- (r) “**Option**” means the option granted by Romios to CLM to acquire a 100% right, title and interest in and to the Property, as more particularly set forth in Section 2;
- (s) “**Option Period**” means the period commencing on the Acceptance Date and ending on the Earn-In Date.
- (t) “**Program and Funding Confirmation**” has the meaning given to it in Section 3.2;
- (u) “**Property**” means the mineral claims as more fully described in Schedule “A” hereto;
- (v) “**Quarterly Report**” has the meaning given to it in Section 4.2;
- (w) “**Shares**” means common shares in the capital of CLM;
- (x) “**Underlying Agreements**” means the existing agreements and royalties affecting the Property as referred to in Section 3.4; and
- (y) “**Work Program**” means, a program of Mining Operations reasonably acceptable to all parties in respect of the Property, contained in a written document setting out in reasonable detail:
  - (i) an outline of the Mining Operations proposed to be undertaken and conducted on the Property, specifically stating the period of time during which the Mining Operations contemplated by the proposed program is to be done and performed;
  - (ii) the estimated Expenditures to be incurred in carrying out such Mining Operations including a proposed budget providing for estimated monthly cash requirements in advance and giving reasonable details; and

- (iii) the identity and credentials of the person or persons undertaking the Mining Operations so proposed if not CLM.

1.2 Any heading, caption or index hereto shall not be used in any way in construing or interpreting any provision hereof.

1.3 Whenever the singular or masculine or neuter is used in this Option Agreement, the same shall be construed as meaning plural or feminine or body politic or corporate or vice versa, as the context so requires.

## 2. **OPTION AND CONSIDERATION FOR THE OPTION**

2.1 Upon and subject to the terms and conditions of this Option Agreement, Romios grants to CLM the Option. CLM can exercise the Option by making \$2,000,000 in cash payments, issuing 12,000,000 Shares of CLM, making \$8,000,000 in Expenditures in accordance with the provisions of Section 3 and granting the Additional Share Consideration and the NSR in accordance with the terms of this Option Agreement (the “**Option Consideration**”).

### 2.2 Cash Payments

- (a) \$1,000,000 will be paid by CLM to Romios over 12 months as follows: \$250,000 which has been be paid to Romios upon signing of the Letter Agreement, and a further three payments in the amount of \$250,000 each will be paid to Romios at 90 days, 180 days and 270 days following the Acceptance Date; and
- (b) \$1,000,000 will be paid by CLM to Romios in a single payment concurrently with CLM being vested with a 100% interest in the Property on the Earn-In-Date.

### 2.3 Issuance of Shares

- (a) 12,000,000 shares of CLM will be issued to Romios over a 3-year period as follows. 4,000,000 shares will be issued per year in annual tranches with the first tranche to be issued within three (3) business days following the Acceptance Date. The second and third tranches will be issued on the second and third anniversaries of the Effective Date, respectively. 1,000,000 shares in each tranche will be subject to a 6-month hold period. The remaining 3,000,000 shares in each tranche will be subject to a 12-month hold period.
- (b) Romios shall notify CLM of its intention to sell any CLM shares a minimum of 10 trading days prior to effecting any sales. Subject to the compliance with this Section 2.3 (b) and the hold periods prescribed by Section 2.3(a) of this Option Agreement, there will be no restrictions with respect to Romios selling the CLM shares.

### 3. EXPENDITURES, EXPLORATION PROGRAM AND MAINTENANCE OF THE PROPERTY

- 3.1 Subject to the provisions of Section 3.2, \$8,000,000 will be expended by CLM as Expenditures in Work Programs on the Property over 3 years as follows: \$3,000,000 to be spent by September 20, 2019, a further \$2,500,000 to be spent by September 19, 2020 and a further \$2,500,000 to be spent by September 19, 2021. Any Expenditures incurred by CLM in excess of the minimum Expenditures to be incurred during any of the time periods specified herein may be applied as a credit against any minimum Expenditures required to be incurred during any subsequent period. The Expenditures made by CLM on the Property in October 2018 in the amount of \$505,914.00 (subject to verification) shall be credited to the total Expenditures of \$8,000,000 required to be made to earn the Option. CLM shall have the right to accelerate the Work Program, spend the aggregate of \$8,000,000 as Expenditures to satisfy the Option and, subject to the issuance of Shares and making the cash payments, exercise the Option before September 19, 2021.
- 3.2 CLM will present to Romios by March 18, 2019 an exploration plan for the first-year Work Program in the amount of at least \$3,000,000 and provide bank confirmation or other confirmation at that time that funds are in place to complete the program, satisfactory to Romios, acting reasonably (a “**Program and Funding Confirmation**”). Failure to meet this requirement will result in forfeiture of the Option and the Option Agreement shall be terminated. Exploration plans and budgets for 2020 in the amount of an aggregate of \$5,500,000 (including the prior year’s Expenditures) and exploration plans and budgets for 2021 in the amount of an aggregate of \$8,000,000 (including the prior years’ Expenditures) must also be presented to Romios by March 1, 2020 and March 1, 2021 respectively along with confirmation at that time that funds are in place to complete the respective programs, satisfactory to Romios, acting reasonably, each respectively a Program and Funding Confirmation. Failure to meet these Program and Funding Confirmation requirements will result in forfeiture of the Option and the Option Agreement shall be terminated. During the thirty (30) days following delivery of a Program and Funding Confirmation, CLM agrees to consult and work closely with Romios technical personnel in good faith to review the exploration plan, and Romios will have the right to recommend changes or amendments prior to the drafting of a final plan by April 1 each year. CLM at its discretion will have the right to make a final decision regarding the exploration programs. If CLM delivers a Program and Funding Confirmation, it shall then be obligated to incur the Expenditures in accordance with the terms of the Work Program set out in the applicable Program and Funding Confirmation. CLM shall have the right to change the Work Program by changing the drilling targets, if the results are not satisfactory to CLM determined by CLM at its sole discretion. The ability to change the drilling targets shall not relieve CLM from the obligation to incur the Expenditures pursuant to the Work Program on the Property.
- 3.3 Romios will have the right to review/audit the Expenditures for the purposes of compliance with this Option Agreement for a period of 90 days from the date CLM provides a Quarterly Report to Romios for that quarter or a Final Work Program Report. All Expenditures will have to be approved by Romios, and Romios shall not withhold the approval of any legitimate Expenditures. If Romios does not provide any objections with

respect to the Expenditures within 90 days from the date of receipt of a Quarterly Report or a Final Work Program Report, as applicable, the Expenditures shall be deemed approved by Romios. CLM shall provide supporting documents to Romios as may be requested by Romios in relation to the Expenditures in accordance with the provisions of Section 4.2.

- 3.4 CLM will make an underlying annual payment of \$30,000 related to Romios' obligations with respect to the Property, commencing with the first payment due on the Acceptance Date, and to comply with and satisfy the terms of any agreements to which any part of the Property is subject (the "**Underlying Agreements**") and on the Acceptance Date shall reimburse Romios for the amount of \$33,700 for the bonds posted in respect of existing exploration permits for work on the Property, which reimbursement and the payments pursuant to the Underlying Agreements shall be credited towards Expenditures.

Romios shall transfer the bonds in the name of CLM upon CLM's exercise of the Option. Romios shall transfer the bonds in the name of CLM before CLM's exercise of the Option if such transfer is required by law.

- 3.5 Until the Option is exercised, CLM will provide Romios with the Quarterly Reports and Final Work Program Report that qualify for assessment credits in British Columbia in a form adequate for Romios to be able to file a statement of work for the annual claim maintenance. CLM will prepare the appropriate assessment reports and cooperate with Romios to ensure that they are filed in a timely manner. CLM shall disclose all material information related to the Property to Romios in a timely manner.

- 3.6 During the Option Period CLM and its employees, agents and independent contractors will have, the sole and exclusive right and option to:

- (a) enter upon the Property;
- (b) have exclusive and quiet possession thereof;
- (c) do such prospecting, exploration, development or other mining work thereon and thereunder as CLM in its sole discretion may consider, advisable subject to the provisions of Section 3.2;
- (d) bring and erect upon the Property such equipment and facilities as CLM may consider advisable;
- (e) maintain the camp on the Property to the same standard as it exists on the date of this Option Agreement; and
- (f) remove therefrom reasonable quantities of rocks, ores and minerals and to transport them for the purposes of sampling, metallurgical testing and assaying.

- 3.7 Romios will provide CLM with all Property information, including maps, reports, data and other technical information, in either of Romios possession or over which Romios has control or access, and within seven calendar days from the date of request by CLM.

- 3.8 Romios and/or McLymont will not deal, or attempt to deal with their right, title and interest in and to the Property in any way that would or might affect the right of CLM to become absolutely vested in a 100% interest in and to the Property, free and clear of any liens, charges and encumbrances, other than encumbrances resulting from any work performed by or on behalf of CLM, and other than the Underlying Agreements, the Additional Share Consideration and the NSR.
- 3.9 CLM shall permit Romios and its representatives, at their own risk and expense, upon 5 days' notice access to the Property provided that in exercising such right Romios will not unreasonably interfere with the activities of CLM and that Romios will indemnify and save harmless CLM and its directors, officers, employees and agents from and against all and any losses, damages, expenses, claims, suits, actions and demands of any kind or nature whatsoever in any way referable to or arising out of the entry, presence or activities of Romios or its representatives in connection with Romios's access to the Property including, without limitation, bodily injuries or death or damage to property at any time resulting therefrom.
- 3.10 In order to maintain the Option in good standing, CLM agrees to:
- (a) maintain the Property in good standing in accordance with applicable mining laws, free and clear of all encumbrances, and to make any and all governmental payments required by such law including, but not limited to, the annual sustaining mineral claims fees and applications for permits, licenses, etc.;
  - (b) in addition to the annual assessment work requirements, file all work carried out on the Property up to the maximum allowable under the British Columbia regulations as assessment work;
  - (c) during the Option Period, CLM shall perform all exploration and or mining activities relating to the Property in a good and workmanlike manner and in compliance with all applicable federal, provincial, municipal or local laws, by-laws, ordinances, rules, regulations and directives, including without limitation, those relating to mining, the environment or occupational health and safety (collectively "**Laws**");
  - (d) obtain and maintain or cause any contractor engaged by it hereunder to obtain and maintain, during any period in which active work is carried out on the Property, reasonably adequate insurance and CLM shall maintain general liability insurance in the amount of not less than \$5 million during the Option Period; and
  - (e) CLM shall indemnify and save harmless Romios and its directors, officers, employees and agents from and against all and any losses, damages, expenses, claims, suits, actions and demands of any kind or nature whatsoever in any way referable to or arising out of the entry, presence or activities of CLM or its representatives in connection with CLM's exploration work carried out on the Property including, without limitation, bodily injuries or death or damage to property at any time resulting therefrom.

#### 4. PROJECT OPERATOR

- 4.1 CLM shall become the Operator of the project on the Property (the “**Project**”) on the Acceptance Date.
- 4.2 CLM shall keep Romios advised of all Mining Operations by submitting in writing to Romios: (i) quarterly progress reports in respect of Mining Operations commencing for the period ending June 1 of each year for the immediately preceding three (3) months to be delivered to Romios within fifteen (15) days following the end of the quarterly period (for the first Quarterly Report, by no later than June 16, 2019) which reports shall include all pertinent data including, without limitation, the status of the Work Program, a statement of Expenditures incurred, drill logs and assay results, survey results, geological and resource figures and production reports (a “**Quarterly Report**”); (ii) periodic summaries of data acquired as reasonably required by Romios; (iii) copies of all reports concerning Mining Operations; (iv) a detailed final report within thirty (30) days after completion of each Work Program which shall include comparisons between actual and budgeted Expenditures and a comparison between the objectives and results of the Work Program (the “**Final Work Program Report**”); and (v) reports of all significant assay results as soon as assay results are available. At all reasonable times CLM shall provide the representative of Romios access to and the right to copy all maps, drill logs, core tests, reports, surveys, assays, analyses, production reports, operations, technical, accounting and financial records and other information acquired in Mining Operations, subject to the terms and conditions of this Option Agreement.
- 4.3 CLM may at its sole discretion commence discussions, negotiations or consultations with any First Nation or other aboriginal peoples related to the Property or Mining Operations or the related rights and obligations hereunder or under Laws with respect to the Property or Mining Operations, including as to the nature, scope, direction and content of such discussions, negotiations or consultations.

Romios shall be responsible for all payments to any First Nation or other aboriginal peoples related to the Property incurred prior to December 31, 2018. CLM shall be responsible for all payments to any First Nation or other aboriginal peoples related to the Property from January 1, 2019 during the term of this Option Agreement and after the exercise of the Option.

- 4.4 CLM shall conduct all Mining Operations in a good, workmanlike and efficient manner in accordance with sound mining and other applicable industry standards and practices in accordance with all applicable Laws of all governmental authorities having jurisdiction and in compliance with the terms and provisions of all leases, licenses, permits, contracts and other agreements relating to the Property. CLM acknowledges that it shall conduct all of its activities on the Property in accordance with the terms of this Option Agreement with good faith vis à vis Romios and at all times not profit from its position as Operator hereunder, save and except in respect of the Overhead Charge, and at all times fully disclose all material events relating to Mining Operations to Romios using full, true and plain disclosure in a frank manner.

- 4.5 CLM will provide to Romios with a draft of any news release related to the Project at least 48 hours prior to its planned dissemination. Romios will have the right to make suggestions for changes therein. If no response is received within 48 hours, CLM shall be free to make such release. Despite this Section 4.5, CLM can disseminate any news release before the expiry of the 48 hours if such dissemination is required by law.

## 5. NET SMELTER ROYALTY (“NSR”)

- 5.1 Romios shall retain the NSR over the entire Property and any property acquired by CLM within five (5) kilometres of the existing boundary of the Property (the “**Area of Interest**”). One-half of the NSR can be bought back by CLM for \$2,000,000 per 0.5% for a period of 2 years after the Earn-In Date. The NSR shall be in addition to any other existing royalties affecting portions of the Property.
- 5.2 CLM will issue 2,000,000 Shares to Romios in the event one or more NI 43-101 compliant resource estimates which collectively exceed 1,000,000 ounces of gold equivalent resources (being the sum of indicated and inferred) are issued. An additional 1,000,000 Shares will be issued to Romios for each full 1,000,000 additional ounces of gold equivalent resources which is so documented. The Share issuances referred to herein are collectively referred to as the “**Additional Share Consideration**”.
- 5.3 The parties shall enter into the Net Smelter Royalty Agreement in the form attached as Schedule “B” to this Option Agreement on the Earn-In Date. The Net Smelter Royalty Agreement shall be registered on title to the Property and any claims acquired within the Area of Interest.

## 6. EXERCISE OF OPTION

- 6.1 Upon CLM having satisfied the fulfillment of the Option Consideration and the provisions of Sections 2 and 3 and provided all the Expenditures have been approved or deemed approved by Romios and all timelines for review and audit of the Expenditures have expired, CLM may exercise the Option by paying the cash payment referred to in Section 2.2(b) and executing the Net Smelter Return Royalty Agreement. CLM shall provide to Romios a notice of exercise of the Option (the “**Earn-In Date**”) and Romios and McLymont will register transfers of the Property claims to CLM at CLM’s cost and with Romios’ and McLymont’s cooperation as necessary and the Net Smelter Return Royalty Agreement shall be registered on title to the Property and any property within the Area of Interest, free and clear of all encumbrances other than encumbrances resulting from any work performed by or on behalf of CLM, and other than the Underlying Agreements, the Additional Share Consideration and the NSR.

## 7. DEADLINE FOR REGULATORY APPROVAL

- 7.1 The Parties shall cooperate and work diligently to obtain approval to this Option Agreement by the TSX Venture Exchange. Romios shall recommend to its shareholders to approve this Option Agreement and shall cause its directors holding shares of Romios to vote in favour of this Option Agreement at the upcoming annual general and special meeting of Romios. If the Acceptance Date has not occurred by the later of:

- (a) Five (5) Business Days following receipt of approval of the Option Agreement by the Shareholders of Romios at a meeting duly called for the purpose of seeking approval to the Option Agreement; and
- (b) January 22, 2019,

this Option Agreement will terminate unless mutually agreed by the Parties, unless Shareholder Approval has not been obtained, in which case this Option Agreement shall be terminated. The provisions of Section 18.1 shall apply in the event of termination under this Section 7.1.

## **8. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ROMIOS AND MCLYMONT**

8.1 Romios and McLymont represent, warrant and covenant to and with CLM as follows:

- (a) Romios and McLymont are companies duly organized validly existing and in good standing under the laws of their governing jurisdictions;
- (b) Romios and McLymont have full power and authority to carry on their businesses and to enter into this Option Agreement and any agreement or instrument referred to or contemplated by this Option Agreement;
- (c) neither the execution and delivery of this Option Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which Romios and McLymont are parties;
- (d) the Property is in good standing under the laws of its location and is free and clear of all liens, charges and encumbrances other than those of which CLM has been advised in writing;
- (e) all taxes, assessment, rentals, levies, or other payments relating to the Property required to be made to any federal, provincial or municipal government instrumentality have been made;
- (f) during the period that Romios has been the beneficial owner of the Property, it has been operated substantially in accordance with all applicable Laws and Environmental Laws and, to the knowledge of Romios there are no environmental conditions existing on the Property to which any material remedial action is required or any material liability has or may be imposed under applicable Environmental Laws;
- (g) Romios has not received any notice of or communication relating to any actual or alleged Environmental Claims, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out on the Property;

- (h) McLymont or Romios is, or will be as at the Acceptance Date, the recorded owner of 100% of the Property and has the exclusive right to enter into this Option Agreement and all necessary authority to transfer up to an undivided 100% interest in the Property in accordance with the terms of this Option Agreement subject to the Underlying Agreements;
- (i) no person, firm or corporation has any legal or beneficial interest in the Property other than Romios, McLymont and CLM, and no person, firm or corporation is entitled to any royalty or other payment in the nature of rent or royalty on any Mineral Products removed from the Property, other than pursuant to the Underlying Agreements;
- (j) there are no actions, suits, investigations or proceedings before any court, arbitrator, administrative agency or other tribunal or governmental authority, whether current, pending or threatened, which directly or indirectly relate to or affect the Property or the interests of Romios therein nor is Romios aware of any acts that would lead it to suspect that the same might be initiated or threatened; and
- (k) there are no outstanding agreements or options to purchase or otherwise acquire the Property or any portion thereof or any interest therein, other than the Underlying Agreements;
- (l) the Underlying Agreements consist of the following three agreements: 1) Joint Venture Agreement between Roca Mines Inc. and Romios Gold Resources Inc. dated July 9, 2008; 2) Royalty Agreement between Gulf International Minerals Ltd. and Romios Gold Resources Inc. dated October 14, 2011; and 3) Letter Agreement between 0911325 B.C. Ltd. working as "OW Exploration Ltd" and Romios Gold Resources Inc. dated July 13, 2012. There are no other Underlying Agreements other than those listed in this Section 8.1 (l). Romios and McLymont are not in default of any provisions of the Underlying Agreements, and all Underlying Agreements are in good standing.

## **9. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CLM**

### **9.1 CLM represents, warrants and covenants to and with Romios that:**

- (a) CLM is a company duly organized validly existing and in good standing under the laws of the jurisdiction of its incorporation;
- (b) CLM has full power and authority to carry on its business and to enter into this Option Agreement and any agreement or instrument referred to or contemplated by this Option Agreement;
- (c) neither the execution and delivery of this Option Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which it is a party;

- (d) the execution and delivery of this Option Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents; and
- (e) this Option Agreement constitutes a legal, valid and binding obligation of CLM.

## **10. INDEMNITY AND SURVIVAL OF REPRESENTATIONS**

- 10.1 The representations and warranties hereinbefore set out are conditions on which the parties have relied in entering into this Option Agreement and shall survive the acquisition of any additional interest in the Property by CLM and each of the parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by them and contained in this Option Agreement.

## **11. CONFIDENTIALITY**

- 11.1 The parties hereto agree to hold in confidence all information obtained in confidence in respect of the Property or otherwise in connection with this Option Agreement other than in circumstances where a party has an obligation to disclose such information in accordance with applicable securities legislation.

## **12. FORCE MAJEURE**

- 12.1 No party will be liable for its failure to perform any of its obligations under this Option Agreement due to a cause beyond its control including, but not limited to unusually severe weather conditions, environmental protests or blockages, acts of God, fire, flood, explosion, strikes, lockouts or other industrial disturbances, laws, rules and regulations or orders of any duly constituted governmental authority or non-availability of materials or transportation (collectively “**Force Majeure**”) and excludes lack of funds as an event of Force Majeure. A party relying on an event of Force Majeure will promptly give written notice to the others as set out in Section 12.2 and all-time limits imposed by this Option Agreement will be extended from the date of delivery of such notice by a period equivalent to the period of delay resulting from force majeure. A party relying on an event of force majeure will take all reasonable steps to eliminate the same and, if possible, will perform its obligations under this Option Agreement as far as commercially practical, but nothing herein will require such party to settle or adjust any labour dispute or to question or to test the validity of any law, rule, regulation or order of any duly constituted governmental authority or to complete its obligations under this Option Agreement if an event of force majeure renders completion commercially impracticable.
- 12.2 In the event that any party asserts that an event of Force Majeure has occurred, it shall give notice in writing to the other party specifying the following:
- (a) the cause and nature of the alleged event of Force Majeure;
  - (b) a summary of the actions it or agents acting on its behalf (“**Agents**”) have taken to the date of such notice to correct the alleged event of Force Majeure;

- (c) confirmation as to all acts, actions and things done by it or its Agents to terminate the event of Force Majeure; and
- (d) the reasonably expected duration of the period of Force Majeure.

Any party asserting an event of Force Majeure shall provide ongoing periodic notice in writing to the other parties with respect to such events of Force Majeure, including the matters set out above, within fifteen (15) days of the end of each calendar month during the period of Force Majeure and shall provide prompt notice in writing to the other parties upon the termination of the event of Force Majeure.

### **13. ASSIGNMENT**

- 13.1 During the Option Period, Romios and CLM may sell, transfer, assign, or otherwise dispose of its interest in this Option Agreement or its right or interest in the Property provided that it has first obtained the consent in writing of the other party, such consent not to be unreasonably withheld. It will be a condition of any assignment under this Option Agreement that such purchaser or assignee shall agree in writing to be bound by the terms of this Option Agreement, to perform all the obligations of the selling party to be performed under this Option Agreement, and to subject any further sale, transfer or other disposition of such interest in the Property and this Option Agreement or any portion thereof to the restrictions contained in this Section 13.1.
- 13.2 The provisions of Section 13.1 of this Option Agreement will not prevent a party from entering into an amalgamation or corporate reorganization which will have the effect in law of the amalgamated or surviving company possessing all the property, rights and interests and being subject to all the debts, liabilities and obligations of each amalgamating or predecessor company.
- 13.3 Notwithstanding Section 13.1, a party may freely assign its rights under this Option Agreement (including its rights in respect of the Option) to an Affiliate, provided that where the assignee ceases to be an Affiliate, the rights under this Option Agreement will automatically be transferred back to the party. Where a party assigns its rights under this Option Agreement to an Affiliate, it shall notify the other party of such assignment within ten (10 days) of the assignment.

### **14. TERMINATION**

- 14.1 This Option Agreement shall forthwith terminate in circumstances where:
  - (a) CLM fails to make the cash payments, issue the Shares or fund the Expenditures required in Section 2 and Section 3 of this Option Agreement and within the time periods contemplated by Section 2 and Section 3 hereof provided that, in circumstances where CLM is prevented from carrying out the Expenditures contemplated in Section 2 prior to the date set out therein due to Force Majeure, then CLM shall forthwith give Romios written notice of the commencement and termination of the said Force Majeure in accordance with the provisions of Section 12.2 and thereafter such dates shall be deemed to have been extended by

the period of time during which the Force Majeure remains in effect, provided that CLM shall make such cash payments in lieu of work as may be required to maintain the Property in good standing pending termination of the Force Majeure;

- (b) CLM gives thirty (30) days' notice of termination to Romios which it shall be at liberty to do at any time, save and except that if CLM has delivered a Program and Funding Confirmation, it shall complete the Expenditures and Work Program set out in the applicable Program and Funding Confirmation prior to terminating the Option; ;
- (c) CLM fails to deliver a Program and Funding Confirmation within the time provided for in Section 3.2; or
- (d) the parties mutually agree in writing.

## 15. NOTICE

- 15.1 Any demand, notice or other communication (a "**Communication**") to be given in connection with this Option Agreement shall be given in writing to the Parties at their respective addresses set forth on the first page of this Option Agreement or to such other address, or e-mail address, as may be provided from time to time and may be given by personal delivery, by registered mail, by fax or e-mail, except in the event of a disruption in the mail delivery service, in which event the Communication shall be delivered personally, by fax or by e-mail. Any Communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third Business Day following the deposit thereof in the mail and, if given electronically, on the day of transmittal thereof.

## 16. ENTIRE AGREEMENT

- 16.1 The parties hereto acknowledge that they have expressed herein the entire understanding and obligation of this Option Agreement and it is expressly understood and agreed that no implied covenant, condition, term or reservation, shall be read into this Option Agreement relating to or concerning any matter or operation provided for herein.

## 17. DEFAULT

- 17.1 Notwithstanding anything in this Option Agreement to the contrary if any party (a "**Defaulting Party**") is in default of any requirement herein set forth, save and except for the requirement to deliver a Program and Funding Confirmation, the party affected by such default shall give written notice to the Defaulting Party specifying the default and the Defaulting Party shall not lose any rights under this Option Agreement, unless thirty (30) days after the giving of notice of default by the affected party, the Defaulting Party has failed to take reasonable steps to cure the default by the appropriate performance, and if the Defaulting Party fails within such period to take reasonable steps to cure any such default, the affected party shall be entitled to seek any remedy it may have on account of such default including, without limiting, termination of this Option Agreement.

## **18. TECHNICAL DATA**

- 18.1 In circumstances where this Option Agreement is terminated prior to the Earn-In Date, CLM shall deliver to Romios a copy of all technical data and other documents and information then in its possession or control respecting the Property including all digital data.

## **19. PAYMENT**

All references to monies hereunder shall unless designated otherwise be in Canadian dollars.

## **20. OPTION ONLY**

This is an option only and nothing herein contained shall be construed as obligating CLM to do any acts or make any payments hereunder, save and except the delivery of a Program and Funding Confirmation, and any act or acts or payment or payments as shall be made hereunder shall not be construed as obligating CLM to do any further act or make any further payment or payments.

## **21. RIGHT TO PARTICIPATE IN FUTURE FINANCINGS AND RIGHT TO APPOINT A DIRECTOR**

- 21.1 CLM will make best efforts to include Romios in all future financings at a level that will enable Romios to maintain its then pro rata holdings in CLM.
- 21.2 Romios shall have the right to appoint one member acceptable to CLM, acting reasonably, to the CLM Board of Directors so long as this Option Agreement is in effect and after, for so long as Romios holds more than 10% of the outstanding shares of CLM.

## **22. SUPERSEDES PREVIOUS AGREEMENTS**

This Option Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the Property including the Letter Agreement.

## **23. ARBITRATION**

### **23.1 Dispute Resolution**

Except in respect of any breach of Section 3.2 of this Option Agreement, any dispute, whether based on contract, tort, statute, or otherwise in law or equity arising out of or relating to this Option Agreement or the relationship which results from this Option Agreement, the interpretation, breach, termination or validity of this Option Agreement, the events leading up to the formation of this Option Agreement, and any issue related to the creation of this Option Agreement or its scope, including the scope and validity of this Section 23 (collectively a “**Dispute**”) shall be resolved as follows:

- (a) The parties shall endeavour for a period of two weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the parties.
- (b) If the Dispute is not settled by negotiation, the Dispute shall be submitted to binding arbitration in accordance with the Arbitration Act (British Columbia), as amended (the “**Arbitration Act**”), as modified and supplemented by the provisions of this Section 23.

### 23.2 Initiation of Arbitration Proceedings

- (a) If any party to this Option Agreement wishes to have a Dispute arbitrated in accordance with the provisions of this Option Agreement, it shall give notice to the other party hereto specifying particulars of the Dispute and proposing the name of the person it wishes to be the single arbitrator. Within ten (10) days after receipt of such notice, the other party to this Option Agreement shall give notice to the first party advising whether such party accepts the arbitrator proposed by the first party. If such notice is not given within such ten (10) day period, the other party shall be deemed to have accepted the arbitrator proposed by the first party. If the parties do not agree upon a single arbitrator within such ten (10) day period, such arbitrator shall be chosen in accordance with the Arbitration Act.
- (b) The individual selected as the arbitrator (the “**Arbitrator**”) shall be qualified by education and experience to decide the Dispute. The Arbitrator shall be at arm’s length from all parties and shall not be a member of the audit or legal firm or firms who advise any of the parties, nor shall the arbitrator be a person who is otherwise regularly retained by any of the parties.

### 23.3 Submission of Written Statements

- (a) Within twenty (20) days of the appointment of the Arbitrator, the party initiating the arbitration (the “**Claimant**”) shall send the other party (the “**Respondent**”) a statement of claim setting out in sufficient detail the facts and any contentions of law on which it relies, and the relief that it claims.
- (b) Within fifteen (15) days of the receipt of the statement of claim, the Respondent shall send the Claimant a statement of defence stating in sufficient detail which of the facts and contentions of law in the statement of claim it admits or denies, on what grounds, and on what other facts and contentions of law it relies.
- (c) Within ten (10) days of receipt of the statements of defence, the Claimant may send the Respondent a statement of reply.
- (d) All statements of claim, defence and reply shall be accompanied by copies (or, if they are especially voluminous, lists) of all essential documents on which the party concerned relies and which have not previously been submitted by any party, and (where practicable) by any relevant samples.

- (e) After submission of all the statements, the Arbitrator will give directions for the further conduct of the arbitration consistent with the provisions of this Option Agreement and the Arbitration Act.

#### 23.4 Meetings and Hearings

- (a) The arbitration shall take place in the City of Vancouver, British Columbia, or in such other place as the parties shall agree upon in writing. The arbitration shall be conducted in English unless otherwise agreed by such parties and the Arbitrator. Subject to any adjournments which the Arbitrator allows, the final hearing will be continued on successive Business Days until it is concluded.
- (b) All meetings and hearings will be in private unless the parties otherwise agree.
- (c) Any party may be represented at any meetings or hearings by legal counsel.
- (d) Each party may examine, cross examine and re-examine all witnesses at the arbitration.

#### 23.5 The Decision

- (a) The Arbitrator will make a decision in writing and, unless the parties otherwise agree, will set out reasons for the decision in the decision.
- (b) The Arbitrator will send the decision to the parties as soon as practicable after the conclusion of the final hearing, but in any event no later than thirty (30) days thereafter, unless that time period is extended for a fixed period by the Arbitrator on written notice to each party because of illness or other cause beyond the Arbitrator's control.
- (c) The decision shall award to the prevailing party its costs and lawyer's fees on a solicitor/client basis, unless the Arbitrator determines that each party should bear its own costs and share the common costs of arbitration.
- (d) The Arbitrator's decision shall be final and binding on the parties and shall not be subject to any appeal or review procedure provided that the Arbitrator has followed the provisions of this Section 23 in good faith. In the event any of the parties initiates any court proceeding in respect of the decision of the Arbitrator or the Dispute arbitrated, such party, if unsuccessful in the court proceeding, shall pay the other party's costs on a solicitor/client basis and all reasonable expenses incurred by such other party and related to such court proceeding.

#### 23.6 Jurisdiction and Powers of the Arbitrator

By submitting to arbitration under these rules, the parties shall be taken to have conferred on the Arbitrator the following jurisdiction and powers, to be exercised at the Arbitrator's discretion subject only to the provisions of this Section 23 and the Arbitration Act with

the object of ensuring the just, expeditious, economical and final determination of the Dispute.

Without limiting the jurisdiction of the Arbitrator at law or in equity, the parties agree that the Arbitrator shall have jurisdiction to:

- (i) determine any question of law arising in the arbitration;
- (ii) determine any question as to the Arbitrator's jurisdiction;
- (iii) determine any question of good faith, dishonesty or fraud arising in the dispute;
- (iv) order any party to furnish further details of that party's case, in fact or in law;
- (v) proceed in the arbitration notwithstanding the failure or refusal of any party to comply with this Section 23 or with the Arbitrator's orders or directions, or to attend any meeting or hearing, but only after giving that party written notice that the Arbitrator intends to do so;
- (vi) receive and take into account such written or oral evidence tendered by the parties as the Arbitrator determines is relevant, whether or not strictly admissible in law;
- (vii) make one or more interim awards;
- (viii) hold meetings and hearings, and make a decision (including a final decision) in Vancouver, British Columbia or elsewhere with the concurrence of the parties thereto;
- (ix) order the parties to produce to the Arbitrator, and to each other for inspection, and to supply copies of, any documents or other evidence or classes of documents in their possession or power which the Arbitrator determines to be relevant; and
- (x) make interim orders to secure all or part of any amount in dispute in the arbitration.

### 23.7 Effect of Arbitration Ruling

Any judgment upon the award rendered by the Arbitrator shall be final and binding on the parties and may be entered by any court having jurisdiction thereof.

**24. GENERAL**

- 24.1 The Parties will execute such further and other documents and do such further and other things as may be necessary or convenient to carry out and give effect to the intent of this Option Agreement.
- 24.2 Time will be of the essence in the performance of this Option Agreement.
- 24.3 Any headings of the sections of this Option Agreement are for convenience only and do not form a part of this Option Agreement nor are they intended to affect the construction or meaning of anything herein contained or govern the rights and liabilities of the parties.
- 24.4 This Option Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 24.5 This Option Agreement will be governed by and construed according to the laws of British Columbia and the federal laws of Canada applicable therein. All actions arising from this Option Agreement will be commenced and maintained in the courts of British Columbia.
- 24.6 If any one or more of the provisions contained in this Option Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this Option Agreement would fail in its essential purpose.
- 24.7 This Option Agreement may be executed in counterpart and delivered by facsimile or other means of electronic reproduction, and each copy so executed and delivered shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.
- 24.8 The parties confirm that they were provided an opportunity to obtain independent legal advice before executing this Option Agreement.

**25. REGULATORY APPROVAL**

This Option Agreement is subject to the approval of the TSX Venture Exchange.

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Option Agreement as of the date first above written.

**CRYSTAL LAKE MINING  
CORPORATION**

**ROMIOS GOLD RESOURCES INC.**

Per: "Richard Savage"  
[Authorized Signatory](#)

Per: "Tom Drivas"  
[Authorized Signatory](#)

**MCLYMONT MINES INC.**

Per: "Tom Drivas"  
Authorized Signatory

**Schedule "A"**  
**Description of Property and Area of Interest**

Key #	Tenure ID	Claim Name	Issue Date	Expiry Date	Area (ha)	Owner Name	% Owned
67	845169	THE LAST ONE	01/31/2011	03/01/2019	17.6355	MCLYMONT MINES INC.	100
68	1057253	HOLIDAY1	12/27/2017	12/27/2019	17.6374	MCLYMONT MINES INC.	100
82	662955		10/31/2009	03/01/2019	423.7666	MCLYMONT MINES INC.	100
83	662980		10/31/2009	03/01/2019	317.7647	MCLYMONT MINES INC.	100
85	662968		10/31/2009	03/01/2019	441.6073	MCLYMONT MINES INC.	100
86	662944		10/31/2009	03/01/2019	423.8818	MCLYMONT MINES INC.	100
87	662923		10/31/2009	03/01/2019	423.8769	MCLYMONT MINES INC.	100
93	662983		10/31/2009	03/01/2019	441.7867	MCLYMONT MINES INC.	100
94	662978		10/31/2009	03/01/2019	441.814	MCLYMONT MINES INC.	100
95	662965		10/31/2009	03/01/2019	441.7201	MCLYMONT MINES INC.	100
99	663024		10/31/2009	03/01/2019	265.1253	MCLYMONT MINES INC.	100
105	510300		04/06/2005	03/01/2019	424.356	MCLYMONT MINES INC.	100
106	662974		10/31/2009	03/01/2019	442.0215	MCLYMONT MINES INC.	100
107	662953		10/31/2009	03/01/2019	442.0072	MCLYMONT MINES INC.	100
121	510301		04/06/2005	03/01/2019	336.043	MCLYMONT MINES INC.	100
122	663003		10/31/2009	03/01/2019	424.6787	MCLYMONT MINES INC.	100
123	510302		04/06/2005	03/01/2022	442.282	MCLYMONT MINES INC.	100
124	662969		10/31/2009	03/01/2019	371.5988	MCLYMONT MINES INC.	100
125	662961		10/31/2009	03/01/2019	424.6144	MCLYMONT MINES INC.	100
126	662924		10/31/2009	03/01/2022	424.7352	MCLYMONT MINES INC.	100
127	844938	DIRK G11	01/28/2011	03/01/2019	106.2125	MCLYMONT MINES INC.	100
128	844942	DIRK J11	01/28/2011	03/01/2019	177.1089	MCLYMONT MINES INC.	100
129	844941	DIRK I11	01/28/2011	03/01/2019	442.738	MCLYMONT MINES INC.	100
130	844939	DIRK H11	01/28/2011	03/01/2019	442.7864	MCLYMONT MINES INC.	100
131	663023		10/31/2009	03/01/2019	442.5254	MCLYMONT MINES INC.	100
132	662957		10/31/2009	03/01/2019	424.885	MCLYMONT MINES INC.	100
133	662970		10/31/2009	03/01/2019	53.1197	MCLYMONT MINES INC.	100
134	662947		10/31/2009	03/01/2019	424.8962	MCLYMONT MINES INC.	100
135	835463	NEW 2	10/08/2010	03/01/2019	70.8037	MCLYMONT MINES INC.	100
136	835462	NEW 1	10/08/2010	03/01/2019	442.5872	MCLYMONT MINES INC.	100
137	662981		10/31/2009	03/01/2019	425.0236	MCLYMONT MINES INC.	100
138	662966		10/31/2009	03/01/2019	425.0707	MCLYMONT MINES INC.	100
139	662979		10/31/2009	03/01/2019	141.7289	MCLYMONT MINES INC.	100
140	662960		10/31/2009	03/01/2019	425.0752	MCLYMONT MINES INC.	100
141	662972		10/31/2009	03/01/2019	53.126	MCLYMONT MINES INC.	100
142	1012648	NIGHT STAR 1	09/06/2012	03/01/2019	106.2694	MCLYMONT MINES INC.	100

Handwritten signature and initials, possibly 'RS', located at the bottom right of the page.

**Schedule "A"**  
**Description of Property and Area of Interest**

143	1020043		06/03/2013	03/01/2019	35.4193	MCLYMONT MINES INC.	100
150	662976		10/31/2009	03/01/2019	159.4647	MCLYMONT MINES INC.	100
151	844943	VERRETT A	01/28/2011	03/01/2019	265.8807	MCLYMONT MINES INC.	100
215	393462	NEW 1	05/20/2002	2022/MAR/01	500	MCLYMONT MINES INC. (57%)/Roca Mines Inc. (43%)	57%
214	393463	NEW 2	05/20/2002	2022/MAR/01	500	MCLYMONT MINES INC. (57%)/Roca Mines Inc. (43%)	57%
217	393464	NEW 3	05/20/2002	2022/MAR/01	500	MCLYMONT MINES INC. (57%)/Roca Mines Inc. (43%)	57%
218	393465	NEW 4	05/20/2002	2022/MAR/01	500	MCLYMONT MINES INC. (57%)/Roca Mines Inc. (43%)	57%
219	393466	MONT 1	05/20/2002	2022/MAR/01	500	MCLYMONT MINES INC. (57%)/Roca Mines Inc. (43%)	57%
218	393467	MONT 2	05/20/2002	2022/MAR/01	500	MCLYMONT MINES INC. (57%)/Roca Mines Inc. (43%)	57%
221	393468	MONT 3	05/20/2002	2022/MAR/01	500	MCLYMONT MINES INC. (57%)/Roca Mines Inc. (43%)	57%
220	393469	MONT 4	05/20/2002	2022/MAR/01	500	MCLYMONT MINES INC. (57%)/Roca Mines Inc. (43%)	57%
85	533313		05/01/2006	03/01/2023	440.568	MCLYMONT MINES INC.	100
66	533312		05/01/2006	03/01/2023	440.68	MCLYMONT MINES INC.	100
69	533310		05/01/2006	03/01/2023	440.887	MCLYMONT MINES INC.	100
70	533311		05/01/2006	03/01/2023	405.692	MCLYMONT MINES INC.	100
71	525599		01/16/2006	03/01/2023	317.533	MCLYMONT MINES INC.	100
72	533309		05/01/2006	03/01/2023	423.398	MCLYMONT MINES INC.	100
76	533302		05/01/2006	03/01/2023	423.484	MCLYMONT MINES INC.	100
78	533300		05/01/2006	03/01/2023	388.398	MCLYMONT MINES INC.	100
79	533304		05/01/2006	03/01/2023	423.606	MCLYMONT MINES INC.	100
80	533307		05/01/2006	03/01/2023	388.275	MCLYMONT MINES INC.	100
81	533308		05/01/2006	03/01/2023	441.325	MCLYMONT MINES INC.	100
84	533298		05/01/2006	03/01/2023	388.384	MCLYMONT MINES INC.	100
88	533295		05/01/2006	03/01/2023	423.877	MCLYMONT MINES INC.	100
89	515492	ICE 2005	06/28/2005	03/01/2023	335.493	MCLYMONT MINES INC.	100
90	533306		05/01/2006	03/01/2023	388.479	MCLYMONT MINES INC.	100
91	558326	AFTERACQPROPERTY	05/09/2007	03/01/2019	1024.5093	MCLYMONT MINES INC.	100
92	533305		05/01/2006	03/01/2023	441.603	MCLYMONT MINES INC.	100
96	533293		05/01/2006	03/01/2023	388.756	MCLYMONT MINES INC.	100
97	393862	MCX 10	08/04/2002	03/01/2023	100	MCLYMONT MINES INC.	100
99	393861	MCX 9	08/04/2002	03/01/2023	500	MCLYMONT MINES INC.	100
100	585830		08/05/2008	03/01/2019	441.7864	MCLYMONT MINES INC.	100
101	927481	NEW1	11/01/2011	03/01/2019	88.3756	MCLYMONT MINES INC.	100
102	927485	NEW2	11/01/2011	03/01/2019	70.6996	MCLYMONT MINES INC.	100
103	1057254	HOLIDAY2	12/27/2017	12/27/2019	35.3478	MCLYMONT MINES INC.	100
104	927489	NEW3	11/01/2011	03/01/2019	35.3457	MCLYMONT MINES INC.	100
108	567889	KEN EXTENSION	10/12/2007	03/01/2019	123.7825	MCLYMONT MINES INC.	100
109	414382	MCX 14	09/14/2004	03/01/2019	25	MCLYMONT MINES INC.	100

**Schedule "A"**  
**Description of Property and Area of Interest**

110	414380	MCX 12	09/14/2004	03/01/2019	25	MCLYMONT MINES INC.	100
111	414381	MCX 13	09/14/2004	03/01/2019	25	MCLYMONT MINES INC.	100
112	414379	MCX 11	09/14/2004	03/01/2019	25	MCLYMONT MINES INC.	100
113	393669	MCX 7	06/03/2002	03/01/2019	500	MCLYMONT MINES INC.	100
114	393658	MCX 6	06/04/2002	03/01/2019	400	MCLYMONT MINES INC.	100
115	393657	MCX 5	06/04/2002	03/01/2019	500	MCLYMONT MINES INC.	100
116	393660	MCX 8	06/04/2002	03/01/2019	375	MCLYMONT MINES INC.	100
117	585827		06/05/2008	03/01/2019	53.0427	MCLYMONT MINES INC.	100
118	585831		06/05/2008	03/01/2019	17.679	MCLYMONT MINES INC.	100
119	585825		06/05/2008	03/01/2019	159.1079	MCLYMONT MINES INC.	100
120	585822		06/05/2008	03/01/2019	441.9799	MCLYMONT MINES INC.	100
144	1020797		07/04/2013	03/01/2019	53.1261	MCLYMONT MINES INC.	100
145	1020526		06/26/2013	06/26/2019	35.4174	MCLYMONT MINES INC.	100
146	1012850	NIGHT STAR 2	09/06/2012	03/01/2019	70.8445	MCLYMONT MINES INC.	100
147	1020531		06/26/2013	03/01/2019	17.7145	MCLYMONT MINES INC.	100
148	1012651	NIGHT STAR 3	09/06/2012	03/01/2019	53.1552	MCLYMONT MINES INC.	100
149	1028019	KING_EAST	05/02/2014	05/02/2019	124.0561	MCLYMONT MINES INC.	100
152	393656	MCX 4	06/03/2002	03/01/2019	500	MCLYMONT MINES INC.	100
153	393655	MCX 3	06/03/2002	03/01/2023	500	MCLYMONT MINES INC.	100
154	585834		06/05/2008	03/01/2019	17.6887	MCLYMONT MINES INC.	100
155	585824		06/05/2008	03/01/2019	17.6907	MCLYMONT MINES INC.	100
156	585815		06/05/2008	03/01/2019	106.1265	MCLYMONT MINES INC.	100
157	585817		06/05/2008	03/01/2019	442.3061	MCLYMONT MINES INC.	100
158	585818		06/05/2008	03/01/2019	353.7137	MCLYMONT MINES INC.	100
159	585832		06/05/2008	03/01/2019	35.377	MCLYMONT MINES INC.	100
160	393654	MCX 2	06/03/2002	03/01/2019	500	MCLYMONT MINES INC.	100
161	393653	MCX 1	06/03/2002	03/01/2019	200	MCLYMONT MINES INC.	100
162	585828		06/05/2008	03/01/2019	106.1901	MCLYMONT MINES INC.	100
163	585820		06/05/2008	03/01/2019	407.0153	MCLYMONT MINES INC.	100
164	585821		06/05/2008	03/01/2019	424.6903	MCLYMONT MINES INC.	100
165	222491	MCLYMONT #3	07/23/1986	03/01/2022	500	MCLYMONT MINES INC.	100
166	222492	MCLYMONT #4	07/23/1986	03/01/2022	500	MCLYMONT MINES INC.	100
167	222490	MCLYMONT #2	07/23/1986	03/01/2022	500	MCLYMONT MINES INC.	100
168	222489	MCLYMONT #1	07/23/1986	03/01/2022	500	MCLYMONT MINES INC.	100
169	1020044		06/03/2013	03/01/2019	106.2564	MCLYMONT MINES INC.	100
170	614295		06/10/2005	03/01/2019	194.79	MCLYMONT MINES INC.	100
171	585826		06/05/2008	03/01/2019	301.0003	MCLYMONT MINES INC.	100

*RS*

**Schedule "A"**  
**Description of Property and Area of Interest**

172	585823		06/05/2008	03/01/2019	318.6776	MCLYMONT MINES INC.	100
173	585828		06/05/2008	03/01/2019	424.8768	MCLYMONT MINES INC.	100
174	585833		06/05/2008	03/01/2019	442.7255	MCLYMONT MINES INC.	100
175	585837		06/05/2008	03/01/2019	425.1136	MCLYMONT MINES INC.	100
213	1020047		05/03/2013	02/15/2022	71.0705	MCLYMONT MINES INC.	100
176	1020046		06/03/2013	03/01/2019	106.3101	MCLYMONT MINES INC.	100
177	955909	LINK 1	03/08/2012	03/01/2019	124.0532	MCLYMONT MINES INC.	100
178	835455	STEW	10/08/2010	09/15/2019	354.7837	MCLYMONT MINES INC.	100
179	835464	BLUE SKY 2	10/08/2010	09/15/2019	17.7415	MCLYMONT MINES INC.	100
180	835461	BLUE SKY	10/08/2010	09/15/2019	70.9805	MCLYMONT MINES INC.	100
181	831562	MORNING STAR 12	08/16/2010	03/01/2019	105.3783	MCLYMONT MINES INC.	100
182	831422	MORNING STAR 11	08/12/2010	03/01/2019	124.1219	MCLYMONT MINES INC.	100
183	889450		08/13/2011	03/01/2019	177.3656	MCLYMONT MINES INC.	100
184	831425	MORNING STAR 12	08/12/2010	03/01/2019	248.3233	MCLYMONT MINES INC.	100
185	835465	MORNING STAR EAST	10/08/2010	03/01/2019	425.6729	MCLYMONT MINES INC.	100
186	831417	MORNING STAR 9	08/12/2010	03/01/2019	86.7066	MCLYMONT MINES INC.	100
187	846352	MORNING STAR CENTER	02/13/2011	03/01/2019	443.5784	MCLYMONT MINES INC.	100
188	831416	MORNING STAR 10	08/12/2010	03/01/2019	443.5186	MCLYMONT MINES INC.	100
189	992242	MORNING STAR 13	06/01/2012	02/28/2019	17.7489	MCLYMONT MINES INC.	100
190	831398	MORNING STAR 6	08/12/2010	03/01/2019	319.4798	MCLYMONT MINES INC.	100
191	1016017	WEDNESDAY1	01/16/2013	03/01/2019	88.7743	MCLYMONT MINES INC.	100
192	1019675		05/21/2013	03/01/2019	35.5174	MCLYMONT MINES INC.	100
193	855251		05/19/2011	03/01/2019	71.0075	MCLYMONT MINES INC.	100
194	1019673		05/21/2013	03/01/2019	71.0231	MCLYMONT MINES INC.	100
195	855255	MORNING STAR WEST 1	05/19/2011	03/01/2019	35.5174	MCLYMONT MINES INC.	100
196	855247	MORNING STAR WEST	05/19/2011	03/01/2019	443.896	MCLYMONT MINES INC.	100
197	939562	ARGENT	01/02/2012	03/01/2019	71.015	MCLYMONT MINES INC.	100
198	703885	MORNING STAR 1	01/21/2010	03/01/2019	443.8385	MCLYMONT MINES INC.	100
199	831385	MORNING STAR 5	08/12/2010	03/01/2019	88.7441	MCLYMONT MINES INC.	100
200	846377	MORNING STAR LTN	02/13/2011	03/01/2019	17.7488	MCLYMONT MINES INC.	100
201	703889	MORNING STAR 2	01/21/2010	03/01/2019	177.5469	MCLYMONT MINES INC.	100
202	846348	MORNING STAR EAST 1	02/13/2011	03/01/2019	355.0741	MCLYMONT MINES INC.	100
203	1028020	KING2	05/02/2014	05/02/2019	887.6571	MCLYMONT MINES INC.	100
204	855173		05/18/2011	03/01/2019	71.0343	MCLYMONT MINES INC.	100
205	846373	MORNING STAR LT	02/13/2011	03/01/2019	17.7586	MCLYMONT MINES INC.	100
206	856135		06/02/2011	03/01/2019	88.803	MCLYMONT MINES INC.	100
207	856051		06/01/2011	03/01/2019	106.5633	MCLYMONT MINES INC.	100

Handwritten signature and initials, possibly 'AS' or 'AS'.

**Schedule "A"**  
**Description of Property and Area of Interest**

208	856138	MORNING STAR SOUTH	06/02/2011	03/01/2019	159.8801	MCLYMONT MINES INC.	100
209	1020048		06/03/2013	03/01/2019	266.4394	MCLYMONT MINES INC.	100
210	1016011	A	01/16/2013	03/01/2019	35.5289	MCLYMONT MINES INC.	100
211	1028021	KING 3	05/02/2014	05/02/2019	444.1989	MCLYMONT MINES INC.	100
212	1016016	B	01/16/2013	01/16/2019	17.7664	MCLYMONT MINES INC.	100

 RS

## **SCHEDULE B**

### **FORM OF NET SMELTER RETURN ROYALTY AGREEMENT**

S:\82\82167-Romios\CLM NewmontLake\Draft Property Purchase Agreement FINAL.docx

## NET SMELTER RETURN ROYALTY AGREEMENT

**THIS AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the “**Effective Date**”)

**BETWEEN:**

**ROMIOS GOLD RESOURCES INC.**, a corporation existing under the laws of Ontario

(hereinafter referred to as the “**Royalty Holder**”),

- and -

**CRYSTAL LAKE MINING CORPORATION**, a corporation existing under the laws of British Columbia

(hereinafter referred to as the “**Payor**”),

**WHEREAS** the Payor has agreed to grant and pay a net smelter return royalty on all Products derived from the Property to and in favour of the Royalty Holder, on the terms and conditions set forth herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration for the respective covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties), it is hereby agreed by and among the Parties as follows:

### **1. Interpretation**

- (a) For the purpose of this Agreement, including the recital hereto, unless expressly stated or the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

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

“**Allowable Deductions**” for a calendar quarter means the following costs, charges, expenses and deductions actually incurred by Payor during such calendar quarter in connection with the smelting, refining, treatment, beneficiation and/or sale of Product removed from the Property:

- (i) smelting and refining charges and penalties, including all costs of assaying, analyzing, sampling or representation, umpire charges, metal deductions and losses, penalties for impurities and charges for treating, refining, beneficiating, storing and handling the Product levied by any smelter, refinery or other place of intermediary or final treatment or beneficiation;

- (ii) costs of transporting Product (including loading, freight, insurance, security, storage or stockpiling, transportation, shipping, taxes, handling, port, demurrage, delay and forwarding expenses incurred by reason of or in the course of transportation) from the Property or from a concentrator, whether situated on or off the Property, to any smelter, refinery or other place of intermediate or final treatment or beneficiation and then to the place of sale, costs of offsite freight and insurance, security, storage, loading and discharge and ocean freight and port charges;
- (iii) sales, use, severance, excise, net proceeds of mine, ad valorem or any other taxes, customs duties or other charges of any Governmental Authority, including royalties, payable in respect of the existence, production, removal, sale, processing, import, export, transportation or disposition, value or quantity of Product, but excluding income taxes of the Payor or its affiliates or other operators of the Property, or sales or goods and services taxes payable by the purchaser or purchasers of the Product;
- (iv) marketing and other sales costs and fees actually incurred in selling the Product, including sales commissions, insurance, consignment, agency fees and brokerage costs and fees and that are paid and/or incurred by the Payor or its affiliates with respect to Product; and
- (v) all production royalties or other royalties or fees based on mineral production that are currently or may become legally or contractually payable, to the extent not included in paragraph (iii) above, to any Governmental Authority;

provided that if smelting, refining or other intermediate or final treatment or beneficiation is carried out in facilities owned or controlled, in whole or in part, by the Payor or its affiliates, then the Allowable Deductions shall include the lesser of: (A) the amount that the Payor would have incurred if such smelting, refining or other treatment or beneficiation were carried out at facilities not owned or controlled by the Payor then offering comparable services for comparable products on prevailing terms and (B) the actual charges and costs incurred by the Payor with respect to such smelting, refining, or other intermediate or final treatment or beneficiation;

“**Applicable Claim**” has the meaning ascribed to it in Section 12(c);

“**Area of Interest**” means any property within five (5) kilometres of the existing boundary of the Property as of the Effective Date;

“**Auditor**” has the meaning ascribed to it in Section 3(d);

“**Business Day**” means any day, other than a Saturday, Sunday or statutory holiday in Toronto, Ontario, on which commercial banks are open for business;

“**Canadian GAAP**” means accounting principles generally accepted in Canada, which are applicable as at the date on which any applicable calculation made hereunder is to be

effective or as at the date of any financial statements referred to herein, as the case may be;

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

“**Governmental Authority**” means any governmental authority having jurisdiction in respect of the matters in this Agreement, including the governments of Canada and any political subdivision thereof and includes any agency, department, commission, board, bureau, court or other authority thereof, or any other body exercising, any executive, legislative, judicial, administrative, regulatory or taxing authority or power of any nature and having actual jurisdiction in respect of the matters in this Agreement;

“**Governmental Authorization**” means any permit, licence, franchise, approval, certificate, consent, ratification, permission, confirmation, endorsement, waiver, certification, registration, transfer, qualification or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Legal Requirement;

“**Gross Revenues**” in any calendar quarter means the amount of revenues actually received by, or credited to the account of, the Payor or its affiliates during that calendar quarter from the sale of Product to a person other than an affiliate of the Payor;

“**Legal Requirement**” means any applicable law, statute, ordinance, decree, requirement, order, treaty, proclamation, convention, rule or regulation (or interpretation of any of the foregoing) of any Governmental Authority, and the terms of any Governmental Authorization;

“**Materials**” has the meaning ascribed to it in Section 2(e);

“**Mining Rights**” means all mining rights with respect to the Property, and any other applicable mining claim, mining concession, mining lease, mining licence and mining right;

“**Net Smelter Returns**” for a calendar quarter means the amount determined by subtracting the Allowable Deductions for the calendar quarter from the Gross Revenues for the calendar quarter;

“**NI 43-101 compliant resource estimate**” means an estimate of mineral resources made in compliance with National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

“**Party**” means the Payor or the Royalty Holder and “**Parties**” means the Payor and the Royalty Holder, collectively;

“**Payment Date**” for the Royalty in respect of a calendar quarter means the 30<sup>th</sup> day after the end of that calendar quarter or, if such day is not a Business Day, the Business Day that next follows;

“**Payor**” has the meaning set forth in the recitals hereto;

“**Product**” means any ores, concentrates, precipitates, doré, cathodes, leach solutions, refined metal or any other primary, intermediate or final products or any other product containing economically recoverable minerals obtained from ore mined, produced or extracted from the Property; for greater certainty, subject to Section 5, “Product” does not include any ores, concentrates, precipitates, doré, cathodes, leach solutions, refined metal, products or any other product containing minerals that are mined, produced or extracted from any property other than the Property even if such ores, concentrates, precipitates, doré, cathodes, leach solutions, refined metal, products or any other product containing minerals are processed, stored or stockpiled in any way on the Property;

“**Property**” means the property described in **Schedule “A”** annexed hereto and forming an integral part hereof and any property acquired by the Payor within the Area of Interest;

“**Relevant Percentage**” means 2.0% but shall mean either 1.5% or 1.0% after a royalty buy-back pursuant to Section 8;

“**Royalty**” means the percentage of Net Smelter Returns to which the Royalty Holder is entitled under Section 2(a); and

“**Royalty Holder**” has the meaning set forth in the recitals.

(a) In this Agreement:

- (i) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- (ii) references to a “Section” or “Schedule” followed by a number or letter refer to the specified Section of or Schedule to this Agreement;
- (iii) the division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (iv) the terms “Party” and “the Parties” refer to a party or the parties to this Agreement;
- (v) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa;
- (vi) unless otherwise indicated, any reference to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder;

- (vii) the words “include”, “includes” and “including” mean “include”, “includes” or “including”, in each case, “without limitation”;
  - (viii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time;
  - (ix) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and
  - (x) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.
- (b) Time shall be of the essence of this Agreement.
  - (c) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein or therein.
  - (d) The failure of any Party to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to such provision or any other provision of this Agreement. No purported waiver shall be effective as against any Party unless consented to in writing by such Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.
  - (e) If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.
  - (f) Unless otherwise indicated, all dollar amounts in this Agreement are expressed in Canadian currency.

## 2. Grant, Calculation and Payment of Royalty

- (a) The Payor hereby grants and agrees to pay to the Royalty Holder a royalty in respect of each applicable calendar quarter equal to the Relevant Percentage multiplied by the Net Smelter Returns for such calendar quarter.
- (b) For certainty, the Royalty shall be calculated and payable by the Payor on all quantities of Product produced from the Property where the Payor receives any proceeds or is credited with any proceeds or metals by any mill, smelter, refiner or by any other purchaser, including the Royalty Holder.
- (c) The obligation to pay the Royalty shall accrue once the Payor has received actual payment or credit for the sale or other disposition of Product. The amount of the Royalty payment due to the Royalty Holder in respect of any calendar quarter shall be paid to the Royalty Holder on the Payment Date by the delivery to the Royalty Holder of a certified cheque, bank draft or wire transfer (as directed by the Royalty Holder in writing in its sole and absolute discretion, subject to applicable Legal Requirements) in the amount owed. Subject to applicable Legal Requirements, all Royalty payments hereunder shall be made in Canadian dollars and shall be made net of all amounts of taxes (if any) which the Payor is required to withhold and remit under Legal Requirements to any relevant Governmental Authorities.
- (d) At the time each Royalty payment is made, the Payor shall deliver to the Royalty Holder a statement setting forth (i) the quantities and grades of Product produced and sold or deemed sold by or credited to the account of the Payor in the applicable calendar quarter, (ii) the Gross Revenues for Product on which the Royalty is calculated in the applicable calendar quarter, (iii) the applicable Allowable Deductions, and (iv) such other pertinent information in sufficient detail to explain the calculation of the Royalty Payment.
- (e) All tailings, residues, waste rock, spoiled leach materials, and other materials (collectively, "**Materials**") resulting from the Payor's operations and activities on the Property shall be the sole property of the Payor, but shall remain subject to the Royalty should the same be processed or reprocessed, as the case may be, in the future and result in the production of Products. Notwithstanding the foregoing, the Payor shall have the right to dispose of Materials from the Property on or off of the Property and to commingle the same with materials from other properties. If Materials are processed or reprocessed, as the case may be, the Royalty payable thereon shall be determined on a pro rata basis as determined by using the best mine processing and technical practices then available.

## 3. Accounting Matters

- (a) All calculations relating to the Royalty payments to be made to the Royalty Holder hereunder shall be carried out on a consistent basis in accordance with Canadian GAAP to the extent that such principles are not inconsistent with the provisions of this Agreement. In the event of any inconsistency between Canadian GAAP and the provisions of this Agreement, the latter shall prevail.

- (b) The Payor will cause to be kept proper books of account, records and supporting materials covering all matters relevant to the calculation of the Royalty payments payable to the Royalty Holder hereunder. Upon not less than 10 Business Days' prior written request from the Royalty Holder, duly authorized representatives of the Royalty Holder (which may include representatives of the Royalty Holder's auditors) shall be entitled, at the Royalty Holder's cost and expense, not more frequently than once per calendar year, to inspect and audit such books of account, records and supporting materials and the opportunity to discuss issues raised by its audit with the Payor, for the purposes of confirming any information contained in a statement delivered to the Royalty Holder pursuant to Section 2(d).
- (c) Any payment made hereunder shall be considered final and in full satisfaction of all obligations of the Payor hereunder in respect of that payment unless the Royalty Holder provides written notice of its objection to the Payor within twelve months after the receipt by the Royalty Holder of a statement prepared in compliance with Section 2(d) that relates to that payment.
- (d) If a dispute arises with respect to the calculation of the Royalty, the Parties shall use their best endeavors to successfully settle the matter. To this effect, they shall consult and negotiate with each other to reach a resolution satisfactory to both Parties, failing which the Parties shall promptly retain a third party accounting firm mutually agreed between the Royalty Holder and the Payor and experienced in the calculation of royalties of the nature of the Royalty (an "Auditor") to conduct an audit solely in respect of the payment(s) in dispute. The Auditor will reach a conclusion on the dispute within 90 days of its appointment and the decision of the Auditor will be binding on the parties.
- (e) If the Parties agree or the Auditor determines that there has been a deficiency or an excess in the payment made to the Royalty Holder, such deficiency or excess will be resolved by adjusting the next Royalty payment due under this Agreement. If production has ceased, settlement will be made between the Parties by cash payment within 10 Business Days of the determination by the Auditor.
- (f) Any audit or other examination permitted under this Agreement shall be completed diligently. All expenses of any audit or other examination permitted hereunder shall be paid by the Royalty Holder, unless such audit or examination determines, or the Parties agree, that the discrepancies in the calculation of the Royalty payment that are challenged by the Royalty Holder are more than five percent (5%) of the correct value of the Royalty payment, as determined by the audit, in which case the Payor shall be responsible for the expenses of that particular audit or other review or examination.

#### 4. **Operations**

- (a) The Payor may, but is not obliged to stockpile, store, treat, mill, sort, concentrate, refine or otherwise process, beneficiate or upgrade the ores, concentrates and other products at sites located on or off the Property, prior to sale, transfer or conveyance to a purchaser, user or consumer.

- (b) In the event the Payor sells or otherwise disposes of Product to an affiliate of the Payor or to any shareholder of the Payor, then those sales or dispositions will be deemed, for purposes of this Agreement, to have been sold at prices and on terms no less favourable to the Payor than those which would be extended by an unaffiliated third party in an arm's length transaction under similar circumstances.

## 5. General Royalty Matters

- (a) If Product is produced from the Property, such activities may occur as part of a single operation with other mining properties owned by the Payor or its affiliates or in which the Payor or its affiliates have a direct or indirect interest, in which event the Parties agree that (notwithstanding separate ownership thereof) ores, metals, minerals or mineral products mined therefrom may be mixed or commingled at the time of mining or at any time thereafter and the Royalty shall be paid hereunder only with respect to Products mined or derived from the Property; *provided, however*, that the Payor or its affiliates shall calculate from representative samples the average grade thereof and other measures as are appropriate, and shall determine the weight or volume of and sample and analyse/assay all such materials before the same are so mixed or commingled. Any such determination of grade, weight or volume, sampling and analysis shall be made in accordance with sound and generally accepted sampling and analytic procedures and practices consistently applied. The weight or volume and the analysis so derived shall be used as the basis of proportionate allocation of payments in the event of a sale of materials so mixed or commingled. In addition, comparable procedures may be used by the Payor to apportion among any commingled Product any penalties and other charges and deductions, if any, imposed by the smelter, refiner or purchaser of such Product.
- (b) The Payor shall use commercially reasonable efforts to ensure that customary and usual practices and procedures are adopted and employed for weighing, determining moisture content, sampling and assaying and determining recovery factors for the Products and other materials not from the Property, and shall record such data in order to determine the amount of economically recoverable materials extracted or derived from such minerals, metals and concentrates and materials not from the Property.
- (c) For the purpose of determining the amount of the Royalty payments required to be made to the Royalty Holder pursuant to Section 2, where applicable, all receipts and disbursements in a non-Canadian currency will be converted into Canadian currency on the basis of the noon rate of exchange quoted by the Bank of Canada on the Business Day immediately preceding the date of receipt or disbursement, as the case may be.
- (d) Neither the Payor nor any of its affiliates shall have any obligation of any nature whatsoever pursuant to this Agreement to conduct exploration, development, production or mining activities or operations on or in respect of the Property with a view to protecting, enhancing or maximizing the economic benefits available to the Royalty Holder as contemplated herein. For certainty the Royalty Holder acknowledges and agrees that all decisions regarding the methods, procedures and

techniques of any: (i) exploration, development and mining related to the Property, including spending on capital expenditures; (ii) leaching, milling, processing or extraction; (iii) materials to be introduced on or to the Property; and (iv) sales of Product and terms thereof, shall be made by the Payor, in its reasonable discretion.

## **6. Real Property Interest**

The Royalty shall attach to any amendments, relocations and conversions of any Mining Rights, including any tenement, licence, lease, concession, mining claim or right, permit or other tenure comprising the Property or Mining Rights, or to any renewals or extensions thereof. The Royalty shall be a real property interest that runs with the Property and the Mining Rights and shall be binding upon the Payor, their successors and permitted assigns and any other successor in interest or title and other right of ownership of the Property or the Mining Rights or both. Royalty Holder shall be entitled to register this Agreement, or notice thereof, on the title to the Property and Payor shall execute such documents as may be necessary to effect such registration.

## **7. Assignment of Interests**

- (a) The Royalty Holder may, at any time, without the consent of the Payor, assign, transfer or otherwise convey all or any of its rights or obligations under this Agreement to any person or persons (including by way of security or encumbrance); *provided, however*, that that no such assignment, transfer or conveyance shall be effective unless the transferee has first executed and delivered to the Payor an instrument pursuant to which the transferee agrees to be bound by the terms hereof and by all of the liabilities and obligations of the transferor hereunder in the same manner and to the same extent as though the transferee was an original party hereto.
- (b) The Payor may sell, assign, transfer or otherwise convey or dispose of (including by way of security or encumbrance) all or a portion of the Property or the Mining Rights or any interest therein in any manner whatsoever, or assign, transfer or otherwise convey or dispose (including by way of security or encumbrance) of this Agreement or all or any of its rights or obligations hereunder, in whole or in part, in connection with any assignment, transfer or conveyance (including by way of security or encumbrance) of all or a portion of the Property or the Mining Rights or any interest therein in any manner whatsoever; *provided, however*, that that no such sale, assignment, transfer or conveyance shall be effective unless the transferee has first executed and delivered to the Royalty Holder an instrument pursuant to which the transferee agrees to be bound by the terms hereof and by all of the liabilities and obligations of the transferor hereunder in the same manner and to the same extent as though the transferee was an original party hereto.

## **8. Partial Royalty Buy-Back**

The Payor has the right, on notice to the Royalty Holder at any time within two (2) years of the Effective Date, to buy-back one-half of the Royalty for the sum of \$2,000,000 per 0.5%, and after such buy-back the Relevant Percentage shall be reduced to 1.5% on payment of \$2,000,000 and reduced to 1.0% on payment of a further \$2,000,000.

## 9. Issuance of Additional Shares

The Payor will issue 2,000,000 Common Shares of the capital stock of the Payor (“**Shares**”) to the Royalty Holder in the event one or more NI 43-101 compliant resource estimates which collectively exceed 1,000,000 ounces of gold equivalent resources (being the sum of indicated and inferred resources) are issued in respect of the Property. An additional 1,000,000 Shares will be issued to the Royalty Holder in the event one or more further NI 43-101 compliant resource estimates which collectively exceed each additional 1,000,000 ounces of gold equivalent resources (being the sum of indicated and inferred resources) are issued in respect of the Property.

## 10. Reporting Obligations of Payor

The Payor shall keep the Royalty Holder advised of all Mining Operations on the Property by submitting in writing to the Royalty Holder (i) annual progress reports in respect of Mining Operations commencing for the calendar year ending after the Earn-In Date which report shall include all pertinent data including, without limitation, the status of the Work Program, a statement of Expenditures incurred, drill logs and assay results, survey results, geological and resource figures and production reports (an “**Annual Report**”); (ii) copies of all reports concerning Mining Operations; and (iii) reports of all significant assay results as soon as assay results are available. At all reasonable times the Payor shall provide the representative of the Royalty Holder access to and the right to copy all maps, drill logs, core tests, reports, surveys, assays, analyses, production reports, operations, technical, accounting and financial records and other information acquired in Mining Operations.

## 11. Return of Mining Claims to be Abandoned by Payor

The Payor may at any time abandon some or all of the Property provided that the Property, or portion thereof, to be abandoned (the “**Abandoned Claims**”) shall be in good standing **for a period of at least fifteen (15) months** from the date the Payor notifies the Royalty Holder in writing that it is abandoning its interest in the Abandoned Claims and delivers all reports, maps and data in its possession with respect to the Abandoned Claims to the Royalty Holder (the “**Abandonment Notice**”). The Royalty Holder shall have the right, within thirty (30) days of receipt of the Abandonment Notice, to accept or reject some or all of the Abandoned Claims. If the Royalty Holder wishes to accept some or all of the Abandoned Claims (the “**Accepted Claims**”), it shall deliver notice in writing to the Payor setting out the particulars of the Accepted Claims and the Payor shall transfer the Accepted Claims to the Royalty Holder at the expense of the Payor within ten (10) days of receipt of such Acceptance Notice.

## 12. Governing Law; Disputes

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws applicable therein (without regard to its laws relating to any conflicts of laws). The United Nations Vienna Convention on Contracts for International Sale of Goods shall not apply to this Agreement.
- (b) Except as specified in Section 3(d), each of the Parties hereby irrevocably attorns and submits to the arbitral provisions set out in this Section 12. Any dispute, controversy or claim arising out of or in connection with this Agreement,

including without limitation, whether the dispute may be subject to arbitration, shall be resolved by arbitration. Each of the Parties hereby agrees that service of any arbitral or legal proceedings relating to this Agreement may be made by physical delivery thereof to its address provided in, or in accordance with, Section 13. The provisions contained in this Section do not preclude any of the Parties from applying for any preliminary or interim injunctive remedies available from the courts in British Columbia, Canada for any purpose, including, without limitation, securing the subsequent enforcement of any arbitration award rendered as provided hereinabove. Recourse to the aforementioned courts shall not be construed as a waiver of arbitration.

- (c) Except as otherwise provided herein, in the event of any dispute, claim, question or difference arising between the Parties, in respect of the subject matter, enforceability, interpretation or effect of this Agreement (the “**Applicable Claim**”), the Parties (the “**Involved Parties**”) shall use their best endeavors to settle successfully such Applicable Claim. To this effect, they shall consult and negotiate with each other to reach a resolution satisfactory to the Parties. If the Parties do not reach a solution within a period of thirty (30) days from notice by one of the Parties to the other of the Applicable Claim first having been given in writing, then upon written notice by a Party to the other Party (the “**Arbitration Notice**”), the Applicable Claim shall be finally settled by arbitration in accordance with Rules of Arbitration of the International Chamber of Commerce based upon the following:
- (i) the arbitral tribunal shall consist of one arbitrator appointed by mutual written agreement of the Parties, or in the event the Parties are unable to reach agreement within ten (10) Business Days from the date of the Arbitration Notice, a judge of a court of competent jurisdiction in the Province of Ontario shall appoint the arbitrator, on the application of either party;
  - (ii) the arbitrator shall be impartial and independent and familiar with Ontario mining law and other laws of the Province of Ontario;
  - (iii) the arbitrator shall be instructed that time is of the essence in proceeding with his or her determination of any Applicable Claim and that the Applicable Claim shall be resolved as quickly as practicable;
  - (iv) the arbitrator shall be empowered to act as arbitrator-at-law with regard to the substance of the dispute and as arbitrator ex aequo et bono with regard to the procedure of the dispute;
  - (v) the arbitrator may hire his or her own experts as required for the purposes of the arbitration with the prior written consent of the Involved Parties;
  - (vi) the arbitration shall take place in Vancouver, British Columbia in the English language;
  - (vii) the arbitrator shall have jurisdiction to award costs of the arbitration (which shall include the costs of any expert hired by the arbitral tribunal)

and interest at a market rate of interest (as determined by the arbitrator on such basis as he or she deems appropriate (including for periods both before and after the date of the arbitration award, until paid)) on any amounts determined by the arbitrator to be owing from one or more Involved Parties to the other(s) pursuant to the arbitration award;

- (viii) the Parties undertake to carry out any arbitration award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can be validly made. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be;
- (ix) the Involved Parties and the arbitral tribunal shall treat as confidential and shall not disclose to a third party without prior written consent from the Parties all matters relating to the arbitration (including the existence of the arbitration), the award, materials created for the purpose of the arbitration and documents produced by another Party in the proceedings and not in the public domain except:
  - (A) for the purpose of making an application to any competent court;
  - (B) pursuant to the order of a court of competent jurisdiction;
  - (C) if necessary for the enforcement of the arbitration award;
  - (D) if required by any applicable Legal Requirement which is binding on the Party making the disclosure; or
  - (E) if required to do so by any Governmental Authority.
- (d) Pending settlement of any dispute, the Parties shall abide by their obligations under this Agreement without prejudice to a final adjustment in accordance with an award rendered in arbitration or an order of a court settling such dispute.

### **13. Notices**

- (a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sufficiently given if delivered personally (including by courier service) or if sent by facsimile or sent by electronic mail in PDF format addressed as follows:
  - (i) if to the Royalty Holder

Romios Gold Resources Inc.  
2 Toronto Street, Suite 500  
Toronto, Ontario M5C 2B6

Attention: Anastasios Drivas, President and CEO  
Facsimile: 416-218-9772  
Email: romios@romios.com

(ii) if to the Payor:

Crystal Lake Mining Corporation  
13236 Cliffstone Court  
Lake Country, BC V4V 2R1

Attention:

Facsimile:

Email:

- (b) Any such notice or other communication given in accordance with this Section, if delivered personally as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery is received before 4:00 p.m. at the place of delivery; otherwise it shall be deemed to be validly and effectively given on the next following Business Day. Any notice or communication which is transmitted by facsimile transmission or electronic mail as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such day is a Business Day and such transmission is received before 4:00 p.m. at the place of receipt; otherwise it shall be deemed to have been validly and effectively given on the next following Business Day.
- (c) Any Party may at any time change its address for service from time to time by notice given in accordance with this Section 13(c).

#### **14. Term**

This Agreement shall continue in perpetuity. If any right, power or interest of either Party under this Agreement would violate the rule against perpetuities, as same may be amended or expressed by any relevant law or statute, then such right, power or interest shall terminate at the expiration of the earlier of (a) 99 years from the date hereof or (b) the termination of the period, if shorter than 99 years from the date hereof, that constitutes the **longest** period for which the right, power or interest could exist given the rule against perpetuities, as same may be amended or expressed by any relevant law or statute.

#### **15. Successors and Assigns**

This Agreement shall enure to the benefit of, and shall be binding upon, the Parties and their respective successors and permitted assigns.

#### **16. General Contractual Provisions**

- (a) Each of the Parties to this Agreement shall from time to time and at all times do all such further acts and execute and deliver all further deeds and documents as shall be reasonably required in order fully to perform and carry out the terms of this Agreement.
- (b) This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by each of the Parties.

- (c) Nothing in this Agreement will be deemed to constitute any Party as the partner, agent or legal representative of the other Party or to create any fiduciary relationship between them. It is not the intention of the Parties to create, nor shall this Agreement be construed to create, any mining, commercial or other partnership.
- (d) Except as expressly provided in this Agreement or any subsequent agreement in writing executed by the Parties, each Party will have the right to independently engage in and receive full benefits from business activities, whether or not competitive with the other's activities, without consulting the other Parties. Notwithstanding any other provision of this Agreement, each Party will be free to acquire for its own account, free of any liability, duty or obligation to the other Parties arising out of this Agreement, any mineral rights located anywhere within or outside the Province of British Columbia, without regard to any doctrine of "corporate opportunity" or "business opportunity".
- (e) This Agreement may be executed in one or more counterparts, each of which, once executed, shall constitute an original and all of which together shall constitute one and the same agreement.

***[The remainder of this page has been left blank intentionally]***

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties on the date first written above.

**ROMIOS GOLD RESOURCES INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**CRYSTAL LAKE MINING  
CORPORATION**

Per: \_\_\_\_\_  
Name:  
Title: