

AMENDMENT NO. 3

TO THE MINERAL PROPERTY OPTION AGREEMENT

This agreement is dated for reference November 21, 2019 (the “**Amendment**”)

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**”)

WHEREAS:

- A. CLM, Romios and McLymont entered into a mineral property option agreement dated for reference November 29, 2018 (the “**Option Agreement**”) which sets forth the primary terms of an option by which CLM may acquire 100% of Romios’ interest in its Newmont Lake mineral property.
- B. The Parties amended the Agreement by Amendment No. 1 dated February 4, 2019 and Amendment No. 2 dated March 20, 2019 and wish to further amend the Option Agreement as more particularly set forth herein.
- C. CLM delivered a Quarterly Report for the period August 1, 2019 to October 1, 2019 on October 16, 2019 pursuant to the provisions of Section 4.2 of the Option Agreement (the “**First Quarterly Report**”) which included a list of Expenditures.
- D. Romios wishes to exercise its right to review/audit the Expenditures pursuant to the provisions of Section 3.3 of the Option Agreement (the “**Review & Audit Right**”).
- E. In order to exercise the Review & Audit Right, Romios requires supporting information relating to the Expenditures.

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and premises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Romios and CLM agree to amend the provisions of Section 3.3 of the Option Agreement to remove the phrase, “for a period of 90 days from the date CLM provides the Quarterly Report to Romios for that quarter or a Final Work Program Report” and replace it with the following “for a period of 90 days (the “**90 Day Period**”) from the date CLM provides evidence of payment of all Expenditures and supporting documentation relating to the Expenditures reflected in the Quarterly Report or Final Work Program Report, as applicable, (“**Proof of Payment and Supporting Materials**”) including, but not limited to, underlying contracts and invoices and such other materials as Romios deems necessary, acting reasonably, in order to exercise the Review & Audit Right.” The third sentence in Section 3.3 of the Option Agreement being, “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.” shall be replaced with the following “If Romios does not provide any objection with respect to the Expenditures within the 90 Day Period, the Expenditures shall be deemed approved by Romios.”
2. Section 3.3 shall be further amended by adding the following as the last sentence: “CLM shall provide notice to Romios in writing when it has provided Proof of Payment and Supporting Materials in respect of the Expenditures itemized in the First Quarterly Report, or any portion thereof, or in respect of any other Quarterly Report or Final Work Program Report, as applicable, and Romios shall review such documentation within five (5) Business Days of receipt of such notice and either confirm that the 90 Day Period has commenced or identify any deficiencies, acting reasonably, and request that CLM provide further documentation.”
3. CLM shall provide Proof of Payment and Supporting Materials in respect of the \$3 million to have been spent by CLM by September 20, 2019 pursuant to Section 3.1 of the Option Agreement on or before November 29, 2019.
4. The recitals shall form an integral part of this Amendment.
5. This Amendment shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
6. This Amendment may be executed in any number of counterparts and delivered by facsimile or email in a portable document format with the same effect as if all Parties to this Amendment had signed the same document and all counterparts will be construed together and will constitute one and the same instrument and any facsimile or portable document format signature shall be taken as an original.

[Signature page follows]

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

**CRYSTAL LAKE MINING
CORPORATION**

Per: “Wally Boguski”
Name: Wally Boguski
Title: COO

ROMIOS GOLD RESOURCES INC.

Per: “Tom Drivas”
Name: Tom Drivas
Title: President and CEO

MCLYMONT MINES INC.

Per: “Tom Drivas”
Name: Tom Drivas
Title: President and CEO