

**FORM 51-102F3
MATERIAL CHANGE REPORT**

Item 1: Name and Address of Company

Northern Vertex Mining Corp. (the “Company”)
Suite 1820, 1055 West Hastings Street
Vancouver, BC V6E 2E9
Fax: (604) 683-2249

Item 2: Date of Material Change

December 21, 2017.

Item 3: News Release

The news release was disseminated on December 21, 2017, through CNW Newswire and filed on SEDAR.

Item 4: Summary of Material Change

The Company has amended the terms of its existing US\$20 million senior credit facility agreement with Sprott Private Resource Lending (Collector), LP (“**Sprott**”) and drawn the fourth and final US\$5M tranche under the credit facility agreement. In addition, the Company has entered into a definitive agreement with Greenstone Resources II L.P. (“**Greenstone**”) in respect of an unsecured subordinated non-revolving loan facility in the aggregate principal amount of US\$6 million that is available to be advanced in up to four tranches.

Item 5: Full Description of Material Change

Sprott Senior Loan Facility

The Company has amended the terms of its existing US\$20M senior secured credit facility agreement (the “**Sprott Credit Agreement**”) with Sprott, an affiliate of Sprott Resource Lending Corp. The parties agreed to extend the availability period for the fourth and final draw of US\$5 million under the Sprott Credit Agreement and to extend the maturity date of the credit facility to November 29, 2019. The amortization period has also been adjusted to start on June 29, 2018 and will run until the maturity date. In connection with the execution of the amendment to the Credit Agreement, the Company has received the final drawdown of US\$5M under the Sprott Credit Agreement.

Concurrent with the amendment to the Sprott Credit Agreement, the parties agreed to amend the gold call option previously granted to Sprott by reducing the strike price from US\$1,350 to US\$1,275. The gold call options entitle Sprott to purchase up to 6,000 ounces of gold until November 4, 2021, which are to be settled by a cash payment based on the difference between the strike price and the prevailing market price of gold at the time of settlement.

Greenstone Convertible Loan Facility

The Company has entered into a definitive agreement (the “**Greenstone Facility Agreement**”) with Greenstone in respect of an unsecured subordinated non-revolving loan facility (“**Greenstone Facility**”) in the aggregate principal amount of US\$6M. The terms of the Greenstone Facility include:

- a) initial advance of US\$3 million to be drawn on satisfaction of standard conditions precedent, including TSX Venture Exchange (the “**Exchange**”) approval;
- b) up to three further advances may be made at the election of the Company prior to June 30, 2018;
- c) maturity date of January 31, 2020 at which time the principal amount is to be repaid in full, subject to Greenstone having not elected to convert the principal amount outstanding;
- d) interest rate of 12% per annum, payable quarterly in arrears in cash;
- e) convertible at Greenstone’s option, at any time prior to the maturity date;
- f) conversion price of the initial advance is the lower of: (i) Cdn\$0.70; and (ii) and if the Company has announced a potential merger, amalgamation, arrangement, acquisition or other type of business transaction that results in a change of control, or an M&A Transaction (including the issuance by the Company of more than 20% of its stock), as the

case may be, the 20 day VWAP prior to such announcement, subject to the conversion price on the initial advance not being less than Cdn\$0.51. The conversion price of debentures issued under any subsequent advance will be as above, but will be subject to the minimum market price determined on the date preceding the date of issuance of any such subsequent debentures;

- g) cash fees of 3% of the amount of each advance (payable on each advance) and 3% of the aggregate amount outstanding on the 12-month anniversary of the initial advance; and
- h) proceeds from the initial advance of US\$3 million will be used by the Company primarily for commissioning of its Moss Mine project in Arizona, along with exploration and for general corporate and working capital requirements.

Greenstone is a significant shareholder of the Company holding an aggregate of approximately 29.6% of the issued and outstanding common shares of the Company on an undiluted basis, and accordingly, the Greenstone Facility is a non-arm's length transaction under the policies of the Exchange and a related party transaction under Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions* ("MI 61-101"). The Greenstone Facility is subject to the formal valuation requirement (the "**Valuation Requirement**") and minority shareholder approval requirement ("**Shareholder Approval Requirement**") of MI 61-101, unless an exemption is available. The Company is exempt from the Shareholder Approval Requirement as the maximum principal amount that may be advanced under the Greenstone Facility does not constitute greater than 25% of the market capitalization of the Company, and the Company is exempt from the Valuation Requirement as the common shares of the Company are not listed on a senior stock exchange.

In the event that the full US\$6 million is advanced to the Company, and Greenstone elects to convert all of the principal amount advanced into common shares of the Company, a maximum of 11,007,428 common shares of the Company would be issued, assuming a conversion price on the subsequent amounts advanced of Cdn\$0.70 per share, and assuming the principal amount of the Greenstone Facility is converted at the Bank of Canada Exchange rate for US dollars of 1.2842. Based on the above assumptions, Greenstone's shareholdings in the Company would increase from 51,769,230 common shares (representing 29.6% of the current issued and outstanding shares of the Company) to 62,776,658 common shares, which will represent 33.8% of the current issued and outstanding common shares of the Company. Readers should note that the debentures will be converted by utilizing the Bank of Canada exchange rate for US dollars on the day prior to conversion. The Greenstone Facility was reviewed and approved by the Company's board of directors, with the Greenstone nominee director abstaining from voting.

This material change report is being filed prior to the proposed closing of the initial tranche of the Greenstone Facility, as: (i) it was a condition precedent to the final advance under the Sprott Credit Agreement that the Greenstone Facility Agreement be executed; and (ii) under the terms of the Greenstone Facility, the Company is required to provide Greenstone with notice of request for the initial advance of US\$3 million at least 13 business days' prior to the date of such initial advance, subject to the completion of the conditions precedent to such advance.

Item 6: Reliance on subsection 7.1(2) of National Instrument 51-102

N/A

Item 7: Omitted Information

N/A

Item 8: Executive Officer

The following executive officer of the Company is knowledgeable about the material change disclosed in this report and may be contacted as follows:

Ken Berry, President and CEO
Telephone: (604) 601 3656

Item 9: Date of Report

December 29, 2017