NORTHERN VERTEX MINING CORP.,

ECLIPSE GOLD MINING CORPORATION,

AND

MAVERIX METALS INC.

ARRANGEMENT AGREEMENT

DATED DECEMBER 4, 2020

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ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT dated December 4**,** 2020,

A M O N G:

> **NORTHERN VERTEX MINING CORP.**, a corporation existing under the laws of British Columbia ("**Northern Vertex**")

AND:

> **ECLIPSE GOLD MINING CORPORATION**, a corporation existing under the laws of British Columbia ("**Eclipse**")

AND:

> **MAVERIX METALS INC.**, a corporation existing under the federal laws of Canada ("**Maverix**")

WHEREAS:

A. The Eclipse Board, after receiving financial and legal advice and the unanimous recommendation of the Eclipse Special Committee, has unanimously determined that a business combination between Northern Vertex and Eclipse to be effected by way of the Plan of Arrangement is in the best interests of Eclipse and that the Consideration Shares to be received by Eclipse Shareholders pursuant to the Arrangement is fair, from a financial point of view, to Eclipse Shareholders. The Eclipse Board has approved the transactions contemplated by this Agreement and unanimously determined to recommend approval of the Plan of Arrangement to Eclipse Securityholders.

B. The Northern Vertex Board has unanimously determined that the business combination between Northern Vertex and Eclipse to be effected by way of the Plan of Arrangement is in the best interests of Northern Vertex. The Northern Vertex Board has approved the transactions contemplated by this Agreement.

C. In furtherance of such business combination, the Eclipse Board has agreed to submit the Plan of Arrangement to Eclipse Securityholders and the Court for approval.

THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

> "**Acquisition Proposal**" means, other than the transactions contemplated by this Agreement, any offer, proposal, expression of interest, or inquiry, whether oral or written, from any person (other than a Party or any of its affiliates) made after the date hereof relating to: (i) any acquisition, sale, lease, long-term supply agreement or other arrangement having the same economic effect

as a sale, direct or indirect, of: (a) the assets of a Party and/or one or more of its subsidiaries that, individually or in the aggregate, constitute 20% or more of the fair market value of the consolidated assets of such Party and its subsidiaries taken as a whole; or (b) 20% or more of any voting or equity securities of a Party or any of its subsidiaries whose assets, individually or in the aggregate, constitute 20% or more of the fair market value of the consolidated assets of such Party and its subsidiaries, taken as a whole; (ii) any take-over bid, tender offer or exchange offer for any class of voting or equity securities of a Party; or (iii) a plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving a Party or any of its subsidiaries whose assets, individually or in the aggregate, constitute 20% or more of the fair market value of the consolidated assets of such Party and its subsidiaries, taken as a whole;

"**affiliate**" has the meaning ascribed thereto in the Securities Act;

"**Agreement**" means this arrangement agreement, together with the Eclipse Disclosure Letter and the Northern Vertex Disclosure Letter as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof;

"**Arrangement Resolution**" means the special resolution of Eclipse Securityholders approving the Arrangement to be considered at the Eclipse Meeting, substantially in the form and content of Schedule B hereto;

"**Arrangement**" means the arrangement under section 288 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto in accordance with Section 8.3 hereof or the Plan of Arrangement or at the direction of the Court in the Final Order with the prior written consent of Eclipse and Northern Vertex, each acting reasonably;

"**associate**" has the meaning ascribed to such term in the Securities Act;

"**BCBCA**" means the *Business Corporations Act* (British Columbia);

"**BCSC**" means the British Columbia Securities Commission;

"**business day**" means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Vancouver, British Columbia;

"**Change in Recommendation**" means the circumstances where, prior to Eclipse having obtained Eclipse Securityholder Approval, the board of directors Eclipse, in a manner adverse to Northern Vertex, fails to recommend or withdraws, amends, modifies, qualifies or fails to reaffirm its recommendation of the Arrangement within three business days (and in any case prior to the Eclipse Meeting) after having been requested in writing by Northern Vertex to do so; it is understood that the taking of a neutral position or no position with respect to an Acquisition Proposal beyond a period of five business days (or beyond the date which is three days prior to the Eclipse Meeting, if sooner) shall be considered an adverse modification;

"**Concession**" means any mining concession, claim, lease, licence, permit or other right to explore for, exploit, develop, mine or produce minerals or any interest therein which a Party or any of its subsidiaries owns or has a right or option to acquire or use;

"**Consideration Shares**" means the Northern Vertex Shares to be issued to Eclipse Shareholders pursuant to the Arrangement;

"**Contract**" means any contract, agreement, license, franchise, lease, arrangement or other right or obligation to which Eclipse or Northern Vertex or any of their respective subsidiaries is a party or by which Eclipse or Northern Vertex or any of their respective subsidiaries is bound or affected or to which any of their respective properties or assets is subject;

"**Court**" means the Supreme Court of British Columbia;

"**Depositary**" means any trust company, bank or financial institution agreed to in writing between Northern Vertex and Eclipse for the purpose of, among other things, exchanging certificates representing Eclipse Shares for certificates representing Consideration Shares in connection with the Arrangement;

"**Dissent Rights**" means the rights of dissent in respect of the Arrangement described in the Plan of Arrangement;

"**Eclipse**" has the meaning ascribed to such term in the recitals;

"**Eclipse Benefit Plans**" means all benefit, bonus, incentive, profit sharing, termination, change of control, pension, retirement, savings, stock option, stock purchase, stock appreciation, phantom stock, health, welfare, medical, dental, disability, life insurance and similar plans, programs, arrangements or practices relating to the current or former employees, officers or directors of Eclipse, sponsored or funded by Eclipse, under which Eclipse has any liability, contingent or otherwise, other than benefit plans established pursuant to statute;

"**Eclipse Board**" means the board of directors of Eclipse as the same is constituted from time to time;

"**Eclipse Circular**" means the notice of the Eclipse Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto, to be sent to Eclipse Securityholders in connection with the Eclipse Meeting, as amended, supplemented or otherwise modified from time to time;

"**Eclipse Data Room Information**" means the information contained in the files, reports, data, documents and other materials relating to Eclipse and its subsidiaries as provided in the electronic data rooms hosted by Eclipse in connection with the transactions contemplated hereby as of the date hereof;

"**Eclipse Disclosure Letter**" means the disclosure letter executed by Eclipse and delivered to Northern Vertex in connection with the execution of this Agreement;

"**Eclipse Financial Statements**" has the meaning ascribed to such term in Section 3.1(j);

"**Eclipse Financing**" means an equity financing of Eclipse to raise gross proceeds of $20,000,000 or such other amount agreed to by Eclipse and Northern Vertex, on terms acceptable to Eclipse and Northern Vertex, and which may include the sale of subscription receipts by Eclipse exchangeable for Eclipse Shares that will be exchangeable for Northern Vertex Shares, including with respect to a portion thereof, Maverix Warrant Shares, all in accordance with the Plan of Arrangement;

"**Eclipse Locked-up Shareholders**" means each of the senior officers and directors of Eclipse;

"**Eclipse Material Contracts**" has the meaning ascribed to such term in Section 3.1(u);

"**Eclipse Material Permits**" has the meaning ascribed to such term in Section 3.1(c)(i);

"**Eclipse MD&A**" shall have the meaning ascribed to such term in Section 3.1(j);

"**Eclipse Meeting**" means the special meeting of Eclipse Securityholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution;

"**Eclipse Optionholder**" means the holders of Eclipse Options;

"**Eclipse Options**" means the outstanding options to purchase Eclipse Shares granted under the Eclipse Stock Option Plan;

"**Eclipse Properties**" means the properties and assets of Eclipse set out in Schedule E hereto;

"**Eclipse Public Disclosure Record**" means all documents and information required to be filed by Eclipse under applicable Securities Laws on SEDAR prior to the date hereof;

"**Eclipse RSU Plan**" means the restricted share plan of Eclipse dated October 29, 2019, as amended on February 5, 2020;

"**Eclipse RSUs**" means the outstanding restricted share rights to acquire Eclipse Shares granted under the Eclipse RSU Plan;

"**Eclipse Securityholder Approval**" has the meaning ascribed to such term in Section 2.2(a)(ii);

"**Eclipse Securityholders**" means Eclipse Shareholders and Eclipse Optionholders;

"**Eclipse Shareholders**" means the holders of Eclipse Shares;

"**Eclipse Shares**" means the common shares of Eclipse, as currently constituted;

"**Eclipse Stock Option Plan**" means the stock option plan of Eclipse dated October 29, 2019, as amended on February 5, 2020;

"**Eclipse Subscription Receipts**" means the subscription receipts that Eclipse may issue pursuant to the Eclipse Financing;

"**Eclipse Termination Fee Event**" has the meaning ascribed to such term in Section 7.4(d);

"**Eclipse Voting Agreements**" means the Voting and Support Agreements and Lock-up and Voting and Support Agreements (including all amendments thereto) between Northern Vertex and Eclipse Locked-up Shareholders, in form and substance acceptable to Northern Vertex, acting reasonably, setting forth the terms and conditions upon which they agree to vote their Eclipse Shares in favour of the Arrangement Resolution, and, with respect to the Eclipse Voting Agreements of those Eclipse Locked-up Shareholders becoming directors or employees of Northern Vertex, pursuant to which such Eclipse Locked-up Shareholders agree not to sell or otherwise transfer any securities of Northern Vertex received pursuant to the Arrangement for a period of one year;

"**Eclipse Warrants**" means the outstanding common share purchase warrants of Eclipse;

"**Effective Date**" means the date upon which all of the conditions to completion of the Arrangement as set forth in this Agreement have been satisfied or waived and all documents agreed to be delivered hereunder have been delivered to the satisfaction of the Parties hereto, acting reasonably;

"**Effective Time**" means 12:01 a.m. (Vancouver time) on the Effective Date;

"**Environmental Laws**" means all applicable federal, provincial, state, local and foreign Laws, imposing liability or standards of conduct for, or relating to, the regulation of activities, materials, substances or wastes in connection with, or for, or to, the protection of human health, safety, the environment or natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation);

"**Environmental Liabilities**" means, with respect to any person, all liabilities, remedial and removal costs, investigation costs, capital costs, operation and maintenance costs, losses, damages, (including punitive damages, property damages, consequential damages and treble damages), costs and expenses, fines, penalties and sanctions incurred as a result of, or related to, any claim, suit, action, administrative order, closure plan, investigation, proceeding or demand by any person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law arising under, or related to, any Environmental Laws, Environmental Permits, or in connection with any Release or threatened Release whether on, at, in, under, from or about or in the vicinity of any real or personal property;

"**Environmental Permits**" means all permits, licenses, written authorizations, certificates, approvals, program participation requirements, sign-offs or registrations required by or available with or from any Governmental Entity under any Environmental Laws;

"**Exchange Ratio**" means 1.09 Northern Vertex Shares for each one Eclipse Share;

"**Final Order**" means the final order of the Court pursuant to section 291 of the BCBCA, approving the Arrangement, in form and substance acceptable to Eclipse and Northern Vertex, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of the Parties at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both Eclipse and Northern Vertex, each acting reasonably) on appeal;

"**Form 51-102F5**" means Form 51-102F5 as prescribed in National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators;

"**Governmental Entity**" means: (a) any multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (b) any subdivision, agent, commission, bureau, board or authority of any of the foregoing; (c) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) any stock exchange, including the TSXV;

"**Hazardous Substance**" means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous or deleterious substance, waste or material, including petroleum, polychlorinated biphenyls, asbestos and urea-formaldehyde insulation, and any other material or contaminant regulated or defined under any Environmental Law;

"**IFRS**" means International Financial Reporting Standards, at the relevant time, prepared on a consistent basis;

"**including**" means including without limitation, and "**include**" and "**includes**" each have a corresponding meaning;

"**Intellectual Property**" means any licenses for or other rights to use, any inventions, patent applications, patents, trade-marks (both registered and unregistered), trade names, copyrights, trade secrets and other proprietary information of a Party or a material subsidiary;

"**Interim Order**" means the interim order of the Court, to be issued following the application therefor contemplated by Section 2.2(a) of this Agreement, in form and substance acceptable to Eclipse and Northern Vertex, each acting reasonably, providing for, among other things, the calling and holding of the Eclipse Meeting, as the same may be affirmed, amended, modified, supplemented or varied by the Court with the consent of Eclipse and Northern Vertex, each acting reasonably;

"**Key Regulatory Approvals**" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an order prohibiting closing being made) of Governmental Entities as set out in Schedule C hereto;

"**Key Third Party Consents**" means those consents and approvals required from any third party to proceed with the transactions contemplated by this Agreement and the Plan of Arrangement, as set out in the Northern Vertex Disclosure Letter and the Eclipse Disclosure Letter, as applicable;

"**Law**" or "**Laws**" means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgments, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, and the term "applicable" with respect to such Laws and in a context that refers to one or more Parties, means such Laws as are applicable to such Party or its business, undertaking, property or securities and emanate from a person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities;

"**Liens**" means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, encumbrances and adverse rights or claims, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

"**Material Adverse Effect**" means in respect of any Party, any change, effect, event or occurrence that either individually or in the aggregate with other such changes, effects, events or occurrences, is material and adverse to the business, operations, results of operations, prospects, assets, properties, condition (financial or otherwise) or liabilities of that person and its subsidiaries, on a consolidated basis, except any change, effect, event or occurrence resulting from or relating to: (i) the announcement of the execution of this Agreement or the transactions contemplated hereby; (ii) changes in general economic, securities, financial, banking or currency exchange markets; (iii) any change in IFRS; (iv) any natural disaster provided that it does not have a materially disproportionate effect on that person relative to comparable mining companies; (v) changes affecting the mining industry generally or metal prices, provided that such changes do not have a materially disproportionate effect on that person relative to comparable mining companies; (vi) generally applicable changes in applicable Law; (vii) the commencement or continuation of any war, armed hostilities or acts of terrorism provided that it does not have a materially disproportionate effect on that person relative to comparable mining companies; (viii) changes in political or civil conditions in any jurisdiction in which such person's assets and/or its business and operations are located that do not disproportionately affect such person relative to comparable mining companies; (ix) changes arising as a result of the COVID-19 pandemic, including orders of Government Entities in response thereto, provided that such changes do not have a materially disproportionate effect on that person relative to comparable mining companies; and (x) any decrease in the market price or any decline in the trading volume of that person's common shares on the TSXV (it being understood that the causes underlying such change in market price or trading volume (other than those in items (i) to (ix) above) may be taken into account in determining whether a Material Adverse Effect has occurred);

"**Material Contract**" means:

(A) in respect of Eclipse or its subsidiaries, any Contract entered into outside the ordinary course of business of such person (except for any earn-in, option, joint venture or similar agreement not relating to the Eclipse Properties) to which such person is party: (i) that if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect on such person; (ii) under which such person or any of its subsidiaries has directly or indirectly guaranteed any liabilities or obligations of a third party (other than ordinary course endorsements for collection) in excess of $500,000 in the aggregate; (iii) relating to indebtedness for borrowed money, whether incurred, assumed, guaranteed or secured by any asset, with an outstanding principal amount in excess of $500,000; (iv) providing for the establishment, organization or formation of any joint venture that is material to it; (v) under which such person or any of its subsidiaries is obligated to make or expects to receive payments in excess of $500,000 over the remaining term of the contract; (vi) that limits or restricts such person or any of its subsidiaries from engaging in any line of business or any geographic area in any material respect or (vii) that is otherwise material to such person and its subsidiaries, considered as a whole; and, for greater certainty, includes the Material Contracts listed in Schedule 3.1(u) of the Eclipse Disclosure Letter; and

(B) in respect of Northern Vertex or its subsidiaries, any Contract entered into outside the ordinary course of business of such person (except for any earn-in, option, joint venture or similar agreement not relating to the Northern Vertex Properties) to which such person is party: (i) that if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect on such person; (ii) under which such person or any of its subsidiaries has directly or indirectly guaranteed any liabilities or obligations of a third party (other than ordinary course endorsements for collection) in excess of $2,500,000 in the aggregate; (iii) relating to indebtedness for borrowed money, whether incurred, assumed, guaranteed or secured by any asset, with an outstanding principal amount in excess of $2,500,000; (iv) providing for the establishment, organization or formation of any joint venture that is material to it; (v) under which such person or any of its subsidiaries is obligated to make or expects to receive payments in excess of $2,500,000 over the remaining term of the contract; (vi) that limits or restricts such person or any of its subsidiaries from engaging in any line of business or any geographic area in any material respect or (vii) that is otherwise material to such person and its subsidiaries, considered as a whole; and, for greater certainty, includes the Material Contracts listed in Schedule 4.1(t) of the Northern Vertex Disclosure Letter;

"**Maverix**" has the meaning ascribed to such term in the recitals;

"**Maverix Warrant Expiry Date**" means December 12, 2020;

"**Maverix Warrant Shares**" means the 19,511,041 Northern Vertex Shares issuable upon the exercise of the Maverix Warrants;

"**Maverix Warrants**" means the 19,511,041 Northern Vertex Warrants held by Maverix, which expire on the Maverix Warrant Expiry Date;

"**material fact**" has the meaning ascribed to such term in the Securities Act;

"**material subsidiary**" means, in the case of Eclipse, those subsidiaries of Eclipse described in Schedule 3.1(h) of the Eclipse Disclosure Letter as being material subsidiaries of Eclipse and, in the case of Northern Vertex, those subsidiaries of Northern Vertex described in Schedule 4.1(g) of the Northern Vertex Disclosure Letter as being material subsidiaries of Northern Vertex;

"**MI 61-101**" means Multilateral Instrument 61-101 — *Protection of Minority Security Holders in Special Transactions* of the Canadian Securities Administrators;

"**Northern Vertex**" has the meaning ascribed to such term in the recitals;

"**Northern Vertex Benefit Plans**" means all benefit, bonus, incentive, profit sharing, termination, change of control, pension, retirement, savings, stock option, stock purchase, stock appreciation, phantom stock, health, welfare, medical, dental, disability, life insurance and similar plans, programs, arrangements or practices relating to the current or former employees, officers or directors of Northern Vertex, sponsored or funded by Northern Vertex, under which Northern Vertex has any liability, contingent or otherwise, other than benefit plans established pursuant to statute;

"**Northern Vertex Board**" means the board of directors of Northern Vertex as the same is constituted from time to time;

“**Northern Vertex CDs**” means convertible debentures of Northern Vertex outstanding as at the date hereof, in the aggregate principal amount of $6,710,000 having a maturity date of June 30, 2025;

"**Northern Vertex Data Room Information**" means the information contained in the files, reports, data, documents and other materials relating to Northern Vertex and its subsidiaries as provided in the electronic data room hosted by Northern Vertex in connection with the transactions contemplated hereby as of the date hereof;

"**Northern Vertex Disclosure Letter**" means the disclosure letter executed by Northern Vertex and delivered to Eclipse in connection with the execution of this Agreement;

"**Northern Vertex Financial Statements**" has the meaning ascribed to such term in Section 4.1(i);

"**Northern Vertex Material Contracts**" has the meaning ascribed to such term in Section 4.1(t);

"**Northern Vertex Material Permits**" has the meaning ascribed to such term in Section 4.1(b)(i);

"**Northern Vertex MD&A**" has the meaning ascribed to such term in Section 4.1(i);

"**Northern Vertex Options**" means the outstanding options to purchase Northern Vertex Shares granted under the Northern Vertex Stock Option Plan and otherwise;

"**Northern Vertex Properties**" means the properties and assets of Northern Vertex set out in Schedule D hereto;

"**Northern Vertex Public Disclosure Record**" means all documents and information required to be filed by Northern Vertex under applicable Securities Laws on SEDAR, during the three years prior to the date hereof;

"Northern Vertex Replacement RSUs" means restricted share units to be issued under the Northern Vertex SU Plan to former holders of Eclipse RSUs;

"**Northern Vertex Shareholders**" means the holders of outstanding Northern Vertex Shares;

"**Northern Vertex Shares**" means the common shares of Northern Vertex as currently constituted;

"**Northern Vertex Stock Option Plan**" means the stock option plan of Northern Vertex dated November 7, 2011 and last adopted by the Northern Vertex Shareholders on December 11, 2019, as amended;

"**Northern Vertex SUs**" means the restricted share units and performance share units issuable under the Northern Vertex SU Plan;

"**Northern Vertex SU Plan**" means the Northern Vertex share unit plan dated September 26, 2019 and approved by the Northern Vertex Shareholders on December 11, 2019, pursuant to which up to 6,000,000 Northern Vertex Shares are reserved for issuance;

"**Northern Vertex Termination Fee Event**" has the meaning ascribed to such term in Section 7.4(e);

"**Northern Vertex Warrants**" means the outstanding common share purchase warrants of Northern Vertex;

"**ordinary course of business**", "**ordinary course of business consistent with past practice**", or any similar reference, means, with respect to an action taken by a person, that such action is consistent with the past practices of such person and is taken in the ordinary course of the normal day-to-day business and operations of such person; provided that in any event such action is not unreasonable or unusual;

"**Outside Date**" means March 31, 2021, or such later date as may be agreed to in writing by the Parties;

"**Party**" means any of Eclipse or Northern Vertex, as the case may be, and "**Parties**" means both of them, collectively;

"**Permit**" means any license, permit, certificate, consent, order, grant, approval, classification, registration or other authorization of and from any Governmental Entity;

"**person**" includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

"**Plan of Arrangement**" means the plan of arrangement, substantially in the form of Schedule A hereto, and any amendments or variations thereto made in accordance with Section 8.3 hereof or the Plan of Arrangement or at the direction of the Court;

"**Qualified Person**" shall have the meaning ascribed to such term in National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* of the Canadian Securities Administrators;

"**Registrar**" has the meaning ascribed to such term in the BCBCA;

"**Release**" means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Substance in the indoor or outdoor environment, including the movement of Hazardous Substance through or in the air, soil, surface water, ground water or property;

"**Replacement Option**" means an option or right to purchase Northern Vertex Shares granted by Northern Vertex in exchange for Eclipse Options pursuant to the Plan of Arrangement;

"**Representatives**" has the meaning ascribed to such term in Section 7.2(a);

"**Returns**" means all reports, forms, elections, information statements and returns (whether in tangible, electronic or other form) including any amendments, schedules, attachments, supplements, appendices and exhibits thereto relating to, or required to be filed or prepared in connection with any Taxes;

"**SEC**" means the United States Securities and Exchange Commission;

"**Section 3(a)(10) Exemption**" means the exemption from the registration requirements of the U.S. Securities Act provided by section 3(a)(10) thereof;

"**Securities Act**" means the S*ecurities Act* (British Columbia) and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**Securities Authorities**" means the BCSC and the applicable securities commissions and other securities regulatory authorities in each of the other provinces of Canada;

"**Securities Laws**" means the Securities Act, together with all other applicable provincial securities laws, rules and regulations and published policies thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval described in National Instrument 13-101 – *System for Electronic Document Analysis and Retrieval* of the Canadian Securities Administrators and available for public view at www.sedar.com;

"**subsidiary**" means, with respect to a specified body corporate, any body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such specified body corporate and shall include any body corporate, partnership, joint venture or other entity over which such specified body corporate exercises direction or control or which is in a like relation to a subsidiary;

“**Superior Proposal**” means any *bona fide*, unsolicited, written Acquisition Proposal made by a third party after the date of this Agreement that relates to the acquisition of 100% of the outstanding voting shares of a Party (the “**Target**”) (other than voting shares owned by the person making the Superior Proposal) or all or substantially all of the consolidated assets of the Target and its subsidiaries, taken as a whole; and (i) that is reasonably capable of being completed without undue delay, taking into account all financial, legal, regulatory and other aspects of such proposal and the person making such proposal; (ii) that, in the case of an Acquisition Proposal to acquire 100% of the outstanding voting shares of the Target, is made available to all shareholders of the Target on the same terms and conditions; (iii) that is not subject to a due diligence condition; and (iv) in respect of which the Target’s board of directors determines, in its good faith judgment, after receiving the advice of its outside legal and financial advisors, that having regard for all of its terms and conditions, such Acquisition Proposal, would, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction more favourable to the holders of its voting shares from a financial point of view than the Arrangement;

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time;

"**Taxes**" mean any and all taxes, imposts, levies, withholdings, duties, fees, premiums, assessments and other charges of any kind, however denominated and instalments in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Entity, including for greater certainty all income or profits taxes (including Canadian federal, provincial and territorial income taxes), payroll and employee withholding taxes, employment taxes, unemployment insurance, disability taxes, social insurance taxes, sales and use taxes, ad valorem taxes, excise taxes, goods and services taxes, harmonized sales taxes, franchise taxes, gross receipts taxes, capital taxes, business license taxes, mining royalties, alternative minimum taxes, estimated taxes, abandoned or unclaimed (escheat) taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, severance taxes, workers’ compensation, Canada and other government pension plan premiums or contributions and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which a Party or any of its subsidiaries is required to pay, withhold or collect, together with any interest, penalties or other additions to tax that may become payable in respect of such taxes, and any interest in respect of such interest, penalties and additions whether disputed or not;

"**Termination Fee**" has the meaning ascribed to such term is Section 7.4(c);

"**Transaction Personal Information**" has the meaning ascribed to such term in Section 9.1;

"**TSXV**" means the TSX Venture Exchange;

"**U.S. Exchange Act**" means the *United States Securities Exchange Act of 1934*, as amended, and the rules and regulations promulgated hereunder;

"**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended, and the rules and regulations promulgated hereunder;

"**U.S. Tax Code**" means the United States Internal Revenue Code of 1986, as amended; and

"**United States**" means the United States of America, its territories and possessions, any State of the United States and the District of Columbia; and

1.2 Interpretation Not Affected by Headings

The division of this Agreement into Articles, Sections, subsections, paragraphs and Schedules, and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. Unless the contrary intention appears, references in this Agreement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Agreement.

1.3 Number and Gender

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.4 Date for Any Action

If the date on which any action is required to be taken hereunder by a Party is not a business day, such action shall be required to be taken on the next succeeding day which is a business day.

1.5 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada and "$" refers to Canadian dollars.

1.6 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made shall be made in a manner consistent with IFRS, consistently applied.

1.7 Knowledge

In this Agreement, references to "the knowledge of Eclipse" means the actual knowledge of the Chief Executive Officer, Chief Financial Officer and Vice-President Exploration, in each case after reasonable enquiry and its subsidiaries and references to "the knowledge of Northern Vertex" means the actual knowledge of the Chief Executive Officer and Chief Financial Officer, in each case after reasonable enquiry.

1.8 Schedules

The following Schedules are annexed to this Agreement and are incorporated by reference into this Agreement and form a part hereof:

Schedule A - Plan of Arrangement

Schedule B -Arrangement Resolution

Schedule C - Key Regulatory Approvals

Schedule D - Northern Vertex Properties

Schedule E – Eclipse Properties

ARTICLE 2
THE ARRANGEMENT

2.1 Arrangement and Meetings

(a) Eclipse and Northern Vertex agree that the Arrangement will be implemented in accordance with and subject to the terms and conditions contained in this Agreement and the Plan of Arrangement.

(b) Eclipse shall, concurrently with the execution and delivery of this Agreement, provide duly executed Eclipse Voting Agreements from the Eclipse Locked -up Shareholders.

2.2 Court Orders

Eclipse shall apply to the Court, in a manner acceptable to Northern Vertex, acting reasonably, pursuant to the BCBCA for the Interim Order and the Final Order as follows:

(a) As soon as reasonably practicable following the date of execution of this Agreement, Eclipse shall file, proceed with and diligently pursue an application to the Court for the Interim Order which shall provide, among other things:

(i) the class of persons to whom notice is to be provided in respect of the Arrangement and the Eclipse Meeting and the manner in which such notice is to be provided;

(ii) that the requisite approval for the Arrangement Resolution shall be: (A) 66⅔% of the votes cast on the Arrangement Resolution by Eclipse Shareholders present in person or by proxy at the Eclipse Meeting and (B) 66⅔% of the votes cast on the Arrangement Resolution by Eclipse Securityholders (voting as a single class) present in person or by proxy at the Eclipse Meeting (collectively, the "**Eclipse Securityholder Approval**");

(iii) that in all other respects, the terms, conditions and restrictions of Eclipse's constating documents, including quorum requirements and other matters, shall apply in respect of the Eclipse Meeting;

(iv) for the grant of Dissent Rights to registered holders of Eclipse Shares;

(v) for notice requirements with respect to the presentation of the application to the Court for the Final Order;

(vi) that the Eclipse Meeting may be adjourned from time to time by the management of Eclipse in accordance with the terms of this Agreement without the need for additional approval of the Court;

(vii) that the record date for Eclipse Securityholders entitled to notice of and to vote at the Eclipse Meeting will not, unless agreed to in writing by Northern Vertex and Eclipse, change in respect of any adjournment(s) of the Eclipse Meeting;

(viii) that the Parties intend to rely upon the Section 3(a)(10) Exemption, subject to and conditioned on the Court's determination, following a hearing at which all the Eclipse Securityholders are permitted to appear before the Court, so long as they enter a response within a reasonable time, that the Arrangement is substantively and procedurally fair to Eclipse Securityholders, with respect to the issuance of the Consideration Shares and the Replacement Options to Eclipse Securityholders pursuant to the Arrangement, to implement the transactions contemplated hereby in respect of Eclipse Securityholders; and

(ix) that each Eclipse Securityholder and any other affected person shall have the right to appear before the Court at the hearing of the Court to approve the application for the Final Order so long as they enter a response within a reasonable time.

(b) Subject to obtaining the approvals contemplated by the Interim Order, and as may be directed by the Court in the Interim Order, Eclipse shall take all steps necessary or desirable to submit the Arrangement to the Court and to apply for the Final Order.

2.3 Eclipse Meeting

Subject to receipt of the Interim Order and the terms of this Agreement:

(a) Eclipse agrees to convene and conduct the Eclipse Meeting in accordance with the Interim Order, Eclipse's constating documents and applicable Laws on or before February 28, 2021.

(b) Eclipse will use its commercially reasonable efforts to solicit proxies in favour of the approval of the Arrangement Resolution, including, if so requested by Northern Vertex and determined by Eclipse to be prudent in the circumstances, using proxy solicitation services.

(c) Eclipse will advise Northern Vertex as Northern Vertex may reasonably request, as to the tally of the proxies received by Eclipse in respect of the Arrangement Resolution.

(d) Except to comply with Section 7.3(d) hereof, Eclipse will not adjourn, postpone or cancel the Eclipse Meeting without the prior written consent of Northern Vertex and the obligations of Eclipse under this Section 2.3(d) will not be affected by the commencement, public proposal, public disclosure or communications to Eclipse or another person of any Acquisition Proposal relating to Eclipse.

(e) Eclipse will promptly advise Northern Vertex of any written notice of dissent or purported exercise by any Eclipse Shareholder of Dissent Rights received by Eclipse in relation to the Arrangement Resolution and any withdrawal of Dissent Rights received by Eclipse and, subject to applicable Law, any written communications sent by or on behalf of Eclipse to any Eclipse Shareholder exercising or purporting to exercise Dissent Rights in relation to the Arrangement Resolution.

2.4 Eclipse Circular

(a) Eclipse shall prepare the Eclipse Circular in compliance with applicable Securities Laws and file the Eclipse Circular as soon as practicable, and in any event on or before January 15, 2021, in all jurisdictions where the same is required to be filed and mail the same as required by the Interim Order and in accordance with all applicable Laws, in all jurisdictions where the same is required, complying in all material respects with all applicable Laws on the date of mailing thereof.

(b) Eclipse shall ensure that Eclipse Circular complies in all material respects with all applicable Laws, and, without limiting the generality of the foregoing, that Eclipse Circular will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (other than in each case with respect to any information relating to Northern Vertex and its affiliates) and shall provide Eclipse Securityholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters to be placed before them at the Eclipse Meeting. Subject to Section 7.2, the Eclipse Circular will include the unanimous recommendation of the Eclipse Board that Eclipse Securityholders vote in favour of the Arrangement Resolution, and a statement that each director of Eclipse intends to vote all of such director's Eclipse Shares and Eclipse Options (including any Eclipse Shares issued upon the exercise of any Eclipse Options) in favour of the Arrangement Resolution, subject to the other terms of this Agreement and Eclipse Voting Agreements.

(c) Northern Vertex will furnish to Eclipse all such information regarding Northern Vertex, its affiliates and the Consideration Shares, as may be reasonably required by Eclipse (including, as required by section 14.2 of Form 51-102F5) in the preparation of the Eclipse Circular and other documents related thereto. Northern Vertex shall also use commercially reasonable efforts to obtain any necessary consents from Qualified Persons and its auditors to the use of technical or financial information required to be included in the Eclipse Circular. Northern Vertex shall ensure that no such information will include any untrue statement of a material fact or omit to state a material fact required to be stated in the Eclipse Circular in order to make any information so furnished or any information concerning Northern Vertex not misleading in light of the circumstances in which it is disclosed and shall constitute full, true and plain disclosure of such information concerning Northern Vertex.

(d) Northern Vertex and its legal counsel shall be given a reasonable opportunity to review and comment on the Eclipse Circular, prior to the Eclipse Circular being printed and mailed to Eclipse Securityholders and filed with the Securities Authorities, and reasonable consideration shall be given to any comments made by Northern Vertex and its counsel, provided that all information relating solely to Northern Vertex included in the Eclipse Circular shall be in form and content satisfactory to Northern Vertex, acting reasonably. Eclipse shall provide Northern Vertex with a final copy of the Eclipse

Circular prior to mailing to Eclipse Securityholders.

(e) Eclipse and Northern Vertex shall each promptly notify the other if at any time before the Effective Date it becomes aware (in the case of Eclipse only with respect to Eclipse and in the case of Northern Vertex only with respect to Northern Vertex) that the Eclipse Circular contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Eclipse Circular, and the Parties shall co-operate in the preparation of any amendment or supplement to the Eclipse Circular, as required or appropriate, and Eclipse shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Eclipse Circular to Eclipse Securityholders and, if required by the Court or applicable Laws, file the same with the Securities Authorities and as otherwise required.

(f) Eclipse shall keep Northern Vertex informed of any requests, comments or other communication made by any Governmental Entity in connection with the Eclipse Circular.

2.5 Solicitation of Proxies

Eclipse may, with the consent of Northern Vertex, such consent not be unreasonably withheld, directly or through a soliciting dealer or proxy solicitation agent, actively solicit proxies in favour of the Eclipse Resolution.

2.6 Final Order

If: (i) the Interim Order is obtained; and (ii) the Arrangement Resolution is passed at the Eclipse Meeting by Eclipse Securityholders as provided for in the Interim Order and as required by applicable Law, subject to the terms of this Agreement, Eclipse shall as soon as reasonably practicable thereafter and in any event within five business days thereafter, take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to section 291 of the BCBCA.

2.7 Court Proceedings

Subject to the terms of this Agreement, Northern Vertex will cooperate with, assist and consent to Eclipse seeking the Interim Order and the Final Order, including by providing Eclipse on a timely basis any information required to be supplied by Northern Vertex in connection therewith. Eclipse will provide legal counsel to Northern Vertex with a reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, and will give reasonable consideration to all such comments. Eclipse will also provide legal counsel to Northern Vertex on a timely basis with copies of any notice of appearance or notice of intent to oppose and any evidence served on Eclipse or its legal counsel in respect of the application for the Interim Order or the Final Order or any appeal therefrom. Subject to applicable Law, Eclipse will not file any material with the Court in connection with the Arrangement or serve any such material, and will not agree to modify or amend materials so filed or served, except as contemplated hereby or with Northern Vertex's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed; provided that nothing herein shall require Northern Vertex to agree or consent to any increase in the consideration or other modification or amendment to such filed or served materials that expands or increases Northern Vertex's obligations set forth in this Agreement.

2.8 Payment of Consideration

Northern Vertex will, following receipt of the Final Order and prior to the Effective Time, ensure that the Depositary has been provided with sufficient Consideration Shares in escrow to pay to Eclipse Shareholders pursuant to the Arrangement.

2.9 Preparation of Filings

Northern Vertex and Eclipse shall co-operate in the preparation of any application for the Key Regulatory Approvals and any other orders, registrations, consents, filings, rulings, exemptions, no-action letters and approvals and the preparation of any documents reasonably deemed by either of the Parties to be necessary to discharge its respective obligations or otherwise advisable under applicable Laws in connection with this Agreement or the Plan of Arrangement.

2.10 Closing

Not later than the third business day after the satisfaction or, where not prohibited, the waiver of the conditions (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver of those conditions as of the Effective Date) set forth in Article 6, unless another time or date is agreed to in writing by the Parties, the Effective Date shall occur and Eclipse shall file with the Registrar any records, information or other documents required to be filed with the Registrar in connection with the Arrangement, if any. From and after the Effective Time, the Plan of Arrangement will have all of the effects provided by applicable Law, including the BCBCA. The closing of the Arrangement will take place at the offices of DuMoulin Black LLP at such time and place as may be agreed to by the Parties.

2.11 Announcement and Shareholder Communications

Northern Vertex and Eclipse shall publicly and jointly announce the transactions contemplated hereby promptly following the execution of this Agreement by Northern Vertex and Eclipse, the text and timing of each such announcement to be approved by Northern Vertex and Eclipse in advance, acting reasonably. Northern Vertex and Eclipse agree to co-operate in the preparation of presentations, if any, to Eclipse Shareholders and Northern Vertex Shareholders regarding the Plan of Arrangement, and neither Eclipse nor Northern Vertex shall: (i) issue any news release or otherwise make public announcements with respect to this Agreement or the Plan of Arrangement without the consent of the other Party (which consent shall not be unreasonably withheld or delayed); or (ii) make any filing with any Governmental Entity or with any stock exchange with respect thereto without prior consultation with the other Party; *provided, however*, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required under applicable Laws or stock exchange rules, and the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Party and reasonable opportunity to review or comment on the disclosure or filing, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing.

2.12 Withholding Taxes

Northern Vertex, Eclipse, and the Depositary, as applicable, shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any person hereunder and from all dividends or other distributions otherwise payable to any former Eclipse Securityholders such amounts as Northern Vertex, Eclipse, or the Depositary may be required or permitted to deduct and withhold therefrom under any provision of applicable Laws in respect of Taxes. To the extent that such amounts are so deducted and withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the person to whom such amounts would otherwise have been paid, provided that such withheld amounts are actually remitted to the appropriate tax authority.

2.13 U.S. Securities Law Matters

The Parties intend that the Arrangement shall be carried out such that the issuance of the Consideration Shares and Replacement Options to Eclipse Securityholders in exchange for Eclipse Shares and Eclipse Options, respectively, qualifies for the exemption from the registration requirements of the U.S. Securities Act provided by the Section 3(a)(10) Exemption and in accordance with any applicable securities laws of any state of the United States in reliance upon similar exemptions thereunder. Each Party agrees to act in good faith, consistent with the intent of the Parties and the intended treatment of the Arrangement as set forth in this Section 2.13. In order to ensure the availability of the Section 3(a)(10) Exemption and exemptions from applicable securities laws of any state of the United States, the Parties agree that the Arrangement will be carried out on the following basis:

(a) the Arrangement will be subject to the approval of the Court;

(b) the Court will be advised as to the intention of the Parties to rely on the Section 3(a)(10) Exemption for the issuance of the Consideration Shares and Replacement Options to Eclipse Securityholders in exchange for Eclipse Shares and Eclipse Options, respectively, prior to the Court hearing required to issue the Interim Order;

(c) the Court will be required to satisfy itself as to the substantive and procedural fairness of the Arrangement to Eclipse Securityholders;

(d) the Court will hold a hearing before approving the procedural and substantive fairness of the terms and conditions of the Arrangement at which Eclipse Securityholders will have the right to attend and be heard;

(e) the Final Order will expressly state that the Arrangement is approved by the Court as being substantively and procedurally fair to Eclipse Securityholders to whom Consideration Shares and Replacement Options will be issued in accordance with the terms of the Arrangement;

(f) the Parties will ensure that each Eclipse Securityholder entitled to receive Consideration Shares or Replacement Options on completion of the Arrangement will (i) be given adequate notice advising them of their right to attend the Court hearing and providing them with sufficient information necessary for them to exercise that right, (ii) be advised that the Consideration Shares and Replacement Options issuable pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or any applicable securities laws of any state of the United States and will be issued by Northern Vertex in reliance on the Section 3(a)(10) Exemption and in accordance with similar exemptions from any applicable securities laws of any state of the United States, and that certain restrictions on resale under the securities laws of the United States, including, as applicable, Rule 144 under the U.S. Securities Act, may be applicable with respect to securities issued to affiliates of Northern Vertex or holders of Eclipse Subscription Receipts exchanged for Eclipse Shares immediately prior to the effective time of the Arrangement, in each case, resident in the United States, and (iii) be advised that the Section 3(a)(10) Exemption does not exempt the issuance of securities upon the exercise of such Replacement Options and, therefore, the Replacement Options cannot be exercised by or on behalf of a “U.S. person” (as such term is defined under Regulation S under the U.S. Securities Act) or person resident in the United States and the underlying Northern Vertex Shares issuable upon the exercise of the Replacement Options, if any, cannot be delivered to an address in the United States in reliance upon the Section 3(a)(10) Exemption and the Replacement Options may only be exercised pursuant to an effective registration statement or pursuant to a then available exemption from the registration requirements of the U.S. Securities Act and in accordance with any applicable securities laws of any state of the United States, if any;

(g) the Interim Order will specify that each Eclipse Securityholder entitled to receive Consideration Shares or Replacement Options on completion of the Arrangement will have the right to appear before the Court at the Court hearing on the Final Order so long as such Eclipse Securityholder enters an appearance within a reasonable time and in accordance with the requirements of the Section 3(a)(10) Exemption; and

(h) Eclipse will request that the Final Order include a statement to substantially the following effect: "This Order will serve as a basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that act, regarding the distribution of securities of Northern Vertex, pursuant to the Plan of Arrangement."

2.14 U.S. Tax Matters

The Arrangement is intended to qualify as a reorganization within the meaning of Section 368(a) of the U.S. Tax Code and the Treasury Regulations promulgated thereunder, and this Agreement, together with the Plan of Arrangement, is intended to be, and is hereby adopted as a "plan of reorganization" within the meaning of the Treasury Regulations promulgated under Section 368 of the U.S. Tax Code. Each Party agrees to treat the Arrangement as a reorganization within the meaning of Section 368(a) of the U.S. Tax Code for all United States federal income tax purposes, to treat this Agreement, together with the Plan of Arrangement, as a "plan of reorganization" within the meaning of the Treasury Regulations promulgated under Section 368 of the U.S. Tax Code, and to not take any position on any Tax return or otherwise take any Tax reporting position inconsistent with such treatment, unless otherwise required by applicable Law. Following the Effective Date, the Northern Vertex will prepare and file in accordance with Treasury Regulations (including by posting a copy on the investor relations section of its website) an IRS Form 8937 with respect to the Arrangement. Each Party agrees to act in good faith, consistent with the intent of the Parties and the intended treatment of the Arrangement as set forth herein and to use commercially reasonable efforts to not take any action, or knowingly fail to take any action, if such action or failure to act would reasonably be expected to prevent the Arrangement from qualifying as a reorganization within the meaning of Section 368(a) of the U.S. Tax Code.

2.15 Eclipse Warrants

Each holder of an Eclipse Warrant outstanding immediately prior to the Effective Time shall receive upon the subsequent exercise of such holder's Eclipse Warrant on or after the Effective Time, in accordance with its terms, and shall accept in lieu of each Eclipse Share to which such holder was theretofore entitled upon such exercise but for the same aggregate consideration payable therefor, a Northern Vertex Share multiplied by the Exchange Ratio.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF ECLIPSE

3.1 Representations and Warranties

Eclipse hereby represents and warrants to and in favour of Northern Vertex as follows, except to the extent that such representations and warranties are qualified by the Eclipse Disclosure Letter and acknowledges that Northern Vertex is relying upon such representations and warranties in connection with the entering into of this Agreement that:

(a) Board Approval. As of the date hereof, the Eclipse Board, after consultation with its financial and legal advisors, has determined that the Plan of Arrangement is in the best interests of Eclipse and that the consideration to be received by Eclipse Shareholders under the Arrangement is fair, from a financial point of view, and has resolved unanimously to recommend to Eclipse Securityholders that they vote in favour of the Arrangement Resolution. The Eclipse Board has approved the Arrangement pursuant to the Plan of Arrangement and the execution and performance of this Agreement.

(b) Fairness Opinion. The Eclipse Board has received the opinion of Stifel Nicolaus Canada, Inc., the financial advisor to Eclipse, to the effect that, as of the date of such opinion, subject to the assumptions, qualifications and limitations set out therein, the consideration to be received by Eclipse Shareholders under the Arrangement is fair, from a financial point of view, to Eclipse Shareholders. The fee payable to such financial advisor shall be a flat fee for delivery of the fairness opinion irrespective of the conclusions of the fairness opinion and no portion of any fee payable to the financial advisor shall be conditional on the closing of the Arrangement.

(c) Organization and Qualification. Eclipse and each of its subsidiaries is a corporation duly incorporated or an entity duly created and validly existing under the applicable Laws of its jurisdiction of incorporation and has all necessary corporate power and authority to own its property and assets as now owned and to carry on its business as it is now being conducted. Eclipse and each of its subsidiaries:

(i) has all Permits necessary to conduct its business substantially as now conducted, as such business is disclosed in the Eclipse Public Disclosure Record, except where the failure to have such Permit would not reasonably be expected to have a Material Adverse Effect on Eclipse (the "**Eclipse Material Permits**"). All of the Eclipse Material Permits have been disclosed to Northern Vertex in the Eclipse Data Room Information; and

(ii) is duly registered or otherwise authorized and qualified to do business and each is in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary, except where the failure to be so registered or in good standing would not reasonably be expected to have a Material Adverse Effect on Eclipse.

(d) Authority Relative to this Agreement. Eclipse has the requisite corporate power and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Eclipse and the performance by Eclipse of its obligations under this Agreement have been duly authorized by the Eclipse Board and except for Eclipse Securityholder Approval, no other corporate proceedings on its part are necessary to authorize this Agreement or the Arrangement. This Agreement has been duly executed and delivered by Eclipse and constitutes a legal, valid and binding obligation of Eclipse, enforceable against Eclipse in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

(e) No Violation. Except as set out in the Eclipse Disclosure Letter and subject to obtaining the Key Third Party Consents and Key Regulatory Approvals, the authorization, execution and delivery of this Agreement by Eclipse and the performance of its obligations thereunder do not and will not:

(i) result in a contravention, breach, violation or default under any Law applicable to Eclipse, its subsidiaries or any of their respective properties or assets;

(ii) result in a contravention, conflict, violation, breach or default under its constating documents;

(iii) result in a contravention, breach or default under or termination of, or acceleration or permit the acceleration of the performance required by, or loss of any benefit under, or require any approval under, any Material Contract or Eclipse Material Permit to which it is a party or by which it is bound or to which any of its material assets is subject or give to any person any interest, benefit or right, including any right of purchase, termination, payment, modification, reimbursement, cancellation or acceleration, under any such contracts or permits; or

(iv) result in the suspension or material alteration in the terms of any Eclipse Material Permit or in the creation of any Lien upon any of its properties or assets or any of its subsidiaries;

The Key Third Party Consents are the only consents and approvals required from any third party under any Contracts of Eclipse or any of its subsidiaries in order for Eclipse and its subsidiaries to proceed with the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement and the Arrangement pursuant to the Plan of Arrangement.

(f) Capitalization. The authorized share capital of Eclipse consists of an unlimited number of Eclipse Shares without par value. As of date hereof, 58,194,858 Eclipse Shares are issued and outstanding, an aggregate of up to 3,181,250 Eclipse Shares are issuable upon the exercise of Eclipse Options, an aggregate of up to 907,470 Eclipse Shares are issuable upon the exercise of Eclipse Warrants and an aggregate of up to 775,000 Eclipse Shares are issuable upon the vesting of Eclipse RSUs. Except as set out in the Eclipse Disclosure Letter, there is no other contractual obligation of Eclipse to issue Eclipse Shares or other security convertible into Eclipse Shares. All outstanding Eclipse Shares have been duly authorized and validly issued, are fully paid and non- assessable. All securities of Eclipse have been issued in compliance with all applicable Laws and Securities Laws. There are no securities of Eclipse or of any of its subsidiaries outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) with the Eclipse Shareholders on any matter. There are no outstanding contractual or other obligations of Eclipse or any subsidiary to repurchase, redeem or otherwise acquire any of Eclipse's securities or with respect to the voting or disposition of any outstanding securities of any of its subsidiaries.

(g) Reporting Status and Securities Laws Matters. Eclipse is a "reporting issuer" and not on the list of reporting issuers in default under applicable Securities Laws in the provinces of British Columbia, Alberta and Ontario. No delisting, suspension of trading in or cease trading order with respect to any securities of Eclipse and, to the knowledge of Eclipse, no inquiry or investigation (formal or informal) of any Securities Authority or the TSXV is in effect or ongoing or, to the knowledge of Eclipse, expected to be implemented or undertaken with respect to the foregoing.

(h) Ownership of Subsidiaries. Schedule 3.1(h) of the Eclipse Disclosure Letter includes a complete and accurate list of all subsidiaries owned, directly or indirectly, by Eclipse. All of the issued and outstanding shares of capital stock and other ownership interests in such subsidiaries of Eclipse are duly authorized, validly issued, fully paid and, where the concept exists, non-assessable, and all such shares and other ownership interests held directly or indirectly by Eclipse are legally and beneficially owned free and clear of all Liens. Except as set out in the Eclipse Disclosure Letter, there are no contractual obligations that require any subsidiaries of Eclipse to issue, sell or deliver any of its securities. All ownership interests of Eclipse and its subsidiaries are owned free and clear of all Liens of any kind or nature whatsoever held by third parties. Schedule 3.1(h) of the Eclipse Disclosure Letter includes a complete and accurate list of all securities owned by Eclipse of another corporate person, other than its subsidiaries.

(i) Public Filings. Eclipse has filed all documents required to be filed by it in accordance with applicable Securities Laws with the Securities Authorities or the TSXV. All such documents and information comprising Eclipse Public Disclosure Record, as of their respective dates (and the dates of any amendments thereto): (i) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and (ii) complied in all material respects with the requirements of applicable Securities Laws, and any amendments to Eclipse Public Disclosure Record required to be made have been filed on a timely basis with the Securities Authorities or the TSXV. Eclipse has not filed any confidential material change report with any Securities Authorities that at the date of this Agreement remains confidential. There has been no change in a material fact or a material change (as such terms are defined under the Securities Act) in any of the information contained in Eclipse Public Disclosure Record, except for changes in material facts or material changes that are reflected in a subsequently filed document included in Eclipse Public Disclosure Record.

(j) Eclipse Financial Statements. Eclipse's audited consolidated financial statements as at and for the fiscal year ended October 31, 2019 and Eclipse's unaudited financial statements for the interim period ended July 31, 2020 including, in each case the related management's discussion and analysis ("**Eclipse MD&A**") (collectively, the "**Eclipse Financial Statements**") were prepared in accordance with IFRS consistently applied (except: (A) as otherwise indicated in such financial statements and the notes thereto or, in the case of audited statements, in the related report of Eclipse's independent auditors; or (B) in the case of unaudited interim statements, are subject to normal period end adjustments and may omit notes which are not required by applicable Laws in the unaudited statements) and fairly present in all material respects the consolidated financial position, results of operations and cash flows of Eclipse and its subsidiaries as of the dates thereof and for the periods indicated therein (subject, in the case of any unaudited interim financial statements, to normal period end adjustments) and reflect reserves required by IFRS in respect of all material contingent liabilities, if any, of Eclipse and its subsidiaries on a consolidated basis. There has been no material change in Eclipse's accounting policies, except as described in the notes to Eclipse Financial Statements, since October 31, 2019.

(k) Internal Controls and Financial Reporting. Eclipse has designed such disclosure controls and procedures, or caused them to be designed under the supervision of its Chief Executive Officer and Chief Financial Officer, to provide reasonable assurance that information required to be disclosed by Eclipse in its annual filings, interim filings or other reports filed or submitted under securities legislation is accumulated and communicated to Eclipse's Chief Executive Officer and Chief Financial Officer to allow timely decisions regarding required disclosure. Eclipse maintains systems of "internal control over financial reporting" that have been designed by, or under the supervision of, its Chief Executive Officer and Chief Financial Officer, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS. Eclipse's auditors and the audit committee of the Eclipse Board have not been advised of: (A) any deficiency, or a combination of deficiencies, in the design or operation of internal controls over financial reporting, or (B) any fraud, whether or not material, that involves management or other employees who have a significant role in Eclipse's internal control over financial reporting.

(l) Corrupt Practices Legislation. Neither Eclipse, its subsidiaries and affiliates, nor any of their respective officers, directors or employees acting on behalf of Eclipse or any of its subsidiaries or affiliates has taken, committed to take or been alleged to have taken any action which would cause Eclipse or any of its subsidiaries or affiliates to be in violation of the *Foreign Corrupt Practices Act* (United States) (and the regulations promulgated thereunder), the *Corruption of Foreign Public Officials Act* (Canada) (and the regulations promulgated thereunder) or any applicable Law of similar effect of any other jurisdiction, and to the knowledge of Eclipse no such action has been taken by any of its agents, representatives or other persons acting on behalf of Eclipse or any of its subsidiaries or affiliates.

(m) Books and Records. The financial books, records and accounts of Eclipse and its material subsidiaries, have in all material respects, been maintained in accordance with applicable Law, in accordance with IFRS and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the assets of Eclipse and its material subsidiaries and accurately and fairly reflect the basis for Eclipse Financial Statements.

(n) Minute Books. The minute books of Eclipse and each of its material subsidiaries are true and correct in all material respects; they contain the duly signed minutes of all meetings of the boards of directors and shareholders and all resolutions passed by the boards of directors and the shareholders thereof except for minutes relating to the proposed transaction between Northern Vertex and Eclipse; provided that minutes for recent meetings of Eclipse Board and committees thereof which have not been finalized as of the date hereof will be finalized and included in the minute books in accordance with Eclipse's past practice.

(o) No Undisclosed Liabilities. Eclipse and its subsidiaries on a consolidated basis have no material outstanding indebtedness or liabilities and are not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any person, that are material to Eclipse, other than those specifically identified in Eclipse Financial Statements, or incurred in the ordinary course of business since the date of the most recent Eclipse Financial Statements.

(p) No Material Change. Except as disclosed in Eclipse Public Disclosure Record, since October 31, 2019 (i) there has been no material change in respect of Eclipse and its material subsidiaries, taken as a whole, and the debt, business and material properties of Eclipse and its material subsidiaries, on a consolidated basis, conform in all material respects to the description thereof contained in Eclipse Public Disclosure Record; (ii) there has been no dividend or distribution of any kind declared, paid or made by Eclipse on any Eclipse Shares; (iii) there has not been a material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of Eclipse and its material subsidiaries taken as a whole; and (iv) Eclipse and its material subsidiaries have carried on business in the ordinary course.

(q) Litigation. There are no material claims, actions, suits, grievances, complaints or proceedings pending or, to the knowledge of Eclipse, threatened affecting Eclipse or any of its subsidiaries or affecting any of their respective property or assets at law or in equity before or by any Governmental Entity, including matters arising under Environmental Laws. Neither Eclipse nor any of its material subsidiaries nor their respective assets or properties is subject to any outstanding material judgment, order, writ, injunction or decree.

(r) Taxes. Except as provided for in Eclipse Financial Statements,

(i) Eclipse and each of its material subsidiaries has duly and timely filed all Returns required to be filed by it prior to the date hereof, other than those which have been administratively waived, and all such Returns are complete and correct in all material respects.

(ii) Eclipse and each of its material subsidiaries has paid on a timely basis all Taxes which are due and payable, all assessments and reassessments, other than those which are being or have been contested in good faith and in respect of which reserves have been provided in the most recently published Eclipse Financial Statements.

(iii) No material deficiencies, litigation, proposed adjustments or matters in controversy exist or have been asserted with respect to Taxes of Eclipse or any of its material subsidiaries.

(iv) There are no Liens for unpaid Taxes (other than in respect of Taxes not yet due and payable) upon any of the assets of Eclipse or any of its material subsidiaries.

(v) Eclipse and each of its subsidiaries has withheld or collected all amounts required to be withheld or collected by it on account of Taxes and has remitted all such amounts to the appropriate Governmental Entity when required by Law to do so, except where the failure to do so would not, individually or in the aggregate, result in a Material Adverse Effect to Eclipse.

(vi) There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, Taxes due from Eclipse or any of its material subsidiaries for any taxable period and no request for any such waiver or extension is currently pending.

(vii) All the Returns, audit reports and assessments in the Eclipse Data Room Information were true correct and complete copies of such Returns, audit reports and assessments.

(s) Property.

(i) Eclipse Properties are accurately described in Eclipse Public Disclosure Record.

(ii) Eclipse Public Disclosure Record together with Eclipse Data Room Information discloses all material real and immoveable property legally or beneficially owned, licensed, or leased by Eclipse or its material subsidiaries, or in respect of which Eclipse or its material subsidiaries enjoy the benefit of rights of way, surface rights, easements and Permits for the use of real and immoveable property, and there is no other material real and immoveable property in respect of which Eclipse or its material subsidiaries has any interest.

(iii) The Concessions relating to Eclipse Properties are the only mining concessions, claims, leases, licenses, Permits or other rights that are required to conduct the activities of Eclipse or its subsidiaries on Eclipse Properties as currently conducted.

(iv) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect to Eclipse and except as set out in the Eclipse Disclosure Letter (i) each Concession relating to Eclipse Properties is in full force and effect and in good standing and (ii) the interests of Eclipse or its subsidiaries in each Concession relating to Eclipse Properties is held free and clear of all Liens. Eclipse Public Disclosure Record together with Eclipse Data Room Information accurately describes: (A) the interests of Eclipse and its subsidiaries in each of the Concessions relating to Eclipse Properties; and (B) the agreement or document pursuant to which Eclipse or its subsidiaries holds its interest in each Concession relating to Eclipse Properties. Eclipse or its subsidiaries are lawfully authorized to hold its interest in the Concessions relating to Eclipse Properties.

(v) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect to Eclipse:

(A) each Concession relating to Eclipse Properties comprises a valid and subsisting mineral claim or concession, in each case in all material respects, and Eclipse or its subsidiaries enjoys legally enforceable access to Eclipse Properties as may be required to conduct the activities of Eclipse or its subsidiaries as currently conducted;

(B) any and all assessment work required to be performed and filed in respect of the Eclipse Properties or under the Concessions relating to the Eclipse Properties has been performed and filed;

(C) any and all Taxes and other payments required to be paid in respect of Eclipse Properties and the Concessions relating to Eclipse Properties and all rental or royalty payments required to be paid in respect of the Concessions relating to Eclipse Properties have been paid;

(D) any and all filings required to be filed in respect of Eclipse Properties and the Concessions relating to Eclipse Properties have been filed;

(E) Eclipse or its subsidiaries have the exclusive right to deal with Eclipse Properties and the Concessions relating to Eclipse Properties;

(F) no other person has any interest in Eclipse Properties or the Concessions relating to Eclipse Properties or any right to acquire any such interest;

(G) except as set out in the Eclipse Disclosure Letter, there are no back-in rights, earn-in rights, rights of first refusal, royalty rights or similar provisions which would affect Eclipse's or any of its subsidiaries' interests in Eclipse Properties or the Concessions relating to Eclipse Properties; and

(H) neither Eclipse nor any of its subsidiaries have received any notice, whether written or oral from any Governmental Entity or any person with jurisdiction or applicable authority of any revocation or intention to revoke Eclipse's or any of its subsidiaries' interests in Eclipse Properties or the Concessions relating to Eclipse Properties.

(vi) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect to Eclipse, all work and activities carried out on Eclipse Properties and the Concessions relating to Eclipse Properties by Eclipse or its subsidiaries or, to the knowledge of Eclipse, by any other person appointed by Eclipse or any of its subsidiaries have been carried out in compliance with all applicable Laws, and neither Eclipse nor any of its subsidiaries, nor, to the knowledge of Eclipse, any other person, has received any notice of any breach of any such applicable Laws.

(t) <u>Title and Rights re: Other Assets</u>. Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect on Eclipse and other than Eclipse Properties and Eclipse Material Permits, Eclipse and its subsidiaries, as applicable, have good and valid title to all properties and assets reflected in Eclipse Financial Statements, free and clear of all Liens, or valid leasehold or licence interests in all properties and assets not reflected in such financial statements but used by Eclipse or any of its subsidiaries, and all such assets have been properly maintained, are in good working order and repair, contain no known defects known to Eclipse which could adversely affect the operation of the business of Eclipse and are in the possession of Eclipse or a subsidiary of Eclipse.

(u) <u>Contracts</u>. Schedule 3.1(u) of the Eclipse Disclosure Letter includes a complete and accurate list of all Material Contracts to which Eclipse or any of its material subsidiaries is a party and that are currently in force (the "**Eclipse Material Contracts**"). Eclipse or its material subsidiaries are entitled to all rights and benefits under the Eclipse Material Contracts in accordance with the terms thereof. Eclipse has made available to Northern Vertex for inspection true and complete copies of all of the Eclipse Material Contracts. All of the Eclipse Material Contracts are valid and binding obligations of Eclipse or a material subsidiary of Eclipse as the case may be, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction. Eclipse and its subsidiaries have complied in all material respects with all terms of the Eclipse Material Contracts and no material default or breach exists in respect thereof on the part of Eclipse or any of its material subsidiaries. Eclipse does not know of nor has it received any notice (whether written or oral) of, any material breach or default under nor, to the knowledge of Eclipse, does there exist any condition which with the passage of time or the giving of notice or both would result in such a breach or default under any such Eclipse Material Contract by any other party to an Eclipse Material Contract. Neither Eclipse nor any of its subsidiaries is a party to any Material Contract that contains any non-competition obligation or otherwise restricts in any material way the business of Eclipse or any of its material subsidiaries.

(v) Intellectual Property. There is no action, suit, proceeding or claim pending or to the knowledge of Eclipse, threatened by others challenging Eclipse's or any of its subsidiaries' rights in or to any Intellectual Property which is used for the conduct of Eclipse's and its subsidiaries' business as currently carried on as set forth in Eclipse Public Disclosure Record.

(w) Environmental Matters. Each of Eclipse and its subsidiaries and their respective businesses and operations:

(i) is in material compliance with all Environmental Laws and all terms and conditions of all Environmental Permits;

(ii) has not received any order, request or notice from any person alleging a material violation of any Environmental Law;

(iii) is not subject to any material, actual, liability, or to the knowledge of Eclipse, potential or contingent liability related to non-compliance with Environmental Laws;

(iv) has not been named or listed as a potentially responsible party by any Governmental Entity in a matter arising under any Environmental Laws; and

(v) is not involved in any remediation, reclamation or other environmental operations outside the ordinary course of business and does not know of any facts, circumstances or conditions, including any Release of Hazardous Substance, that would reasonably be expected to result in any Environmental Liabilities,

except in each case as disclosed in Eclipse Public Disclosure Record or where it would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Eclipse.

(x) Employee Benefits.

(i) Eclipse and each of its material subsidiaries has complied, in all material respects, with the terms of all Eclipse Benefit Plans and with all applicable Laws and any collective bargaining agreements relating thereto.

(ii) Except as set out in the Eclipse Disclosure Letter, neither the execution and delivery of this Agreement by Eclipse nor completion of the Arrangement pursuant to the Plan of Arrangement nor compliance by Eclipse with any of the provisions hereof shall result in any payment (including severance, unemployment compensation, bonuses or otherwise) becoming due to any director or employee of Eclipse or any of its subsidiaries or result in any increase or acceleration of contributions, liabilities or benefits or acceleration of vesting or an obligation to fund or secure benefits, in whole or in part, under any Eclipse Benefit Plan.

(y) Employment. Schedule 3.1(y) of the Eclipse Disclosure Letter contains a complete and accurate list of all Contracts or arrangements for the employment or services of any employee, officer, director or consultant of Eclipse or any of its subsidiaries that is party to a change of control, severance, termination, "golden parachute" or similar agreement or provision.

(z) Compliance with Laws. Eclipse and its subsidiaries have complied with and are not in violation of any applicable Laws, other than non-compliance or violations which would not, individually or in the aggregate, have a Material Adverse Effect on Eclipse. Eclipse and its subsidiaries have operated and are currently operating their respective businesses in compliance in all material respects with all licenses, Permits, authorizations, approvals registrations and consents of all applicable regulatory authorities.

(aa) Absence of Cease Trade Orders. No order ceasing or suspending trading in Eclipse Shares (or any of them) or any other securities of Eclipse is outstanding and no proceedings for this purpose have been instituted or, to the knowledge of Eclipse, are pending, contemplated or threatened.

(bb) Related Party Transactions. There are no material Contracts or other transactions currently in place between Eclipse or any of its subsidiaries, on the one hand, and: (i) to the knowledge of Eclipse, any officer or director of Eclipse or any of its subsidiaries; (ii) to the knowledge of Eclipse, any holder of record or, to the knowledge of Eclipse, beneficial owner of 10% or more of Eclipse Shares; and (iii) to the knowledge of Eclipse, any affiliate or associate of any such, officer, director, holder of record or beneficial owner, on the other hand.

(cc) Registration Rights. No Eclipse Shareholder has any right to compel Eclipse to register or otherwise qualify Eclipse Shares (or any of them) for public sale or distribution.

(dd) Rights of Other Persons. No person has any right of first refusal or option to purchase or any other right of participation in any of the material properties or assets owned by Eclipse or any of its material subsidiaries, or any part thereof.

(ee) Restrictions on Business Activities. There is no arbitral award, judgment, injunction, constitutional ruling, order or decree binding upon Eclipse or any of its subsidiaries that has or could reasonably be expected to have the effect of prohibiting, restricting, or impairing any business practice of any of them, any acquisition or disposition of property by any of them, or the conduct of the business by any of them as currently conducted, which could reasonably be expected to have a Material Adverse Effect on Eclipse.

(ff) Brokers. Schedule 3.1(ff) of the Eclipse Disclosure Letter contains a complete and accurate list of any broker, investment banker, financial advisor or other person entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Eclipse, and the aggregate amount of such fees that may become payable in respect of all such arrangements is set out in Schedule 3.1(ff) of the Eclipse Disclosure Letter.

(gg) Insurance. As of the date hereof, Eclipse and its subsidiaries have such policies of insurance as are listed in Schedule 3.1(gg) of the Eclipse Disclosure Letter. All insurance maintained by Eclipse or any of its subsidiaries is in full force and effect and in good standing and neither Eclipse nor any of its subsidiaries is in default, whether as to payment of premium or otherwise, under the terms of any such insurance nor has Eclipse or any of its subsidiaries failed to give any notice or present any material claim under any such insurance in a due and timely fashion or received notice or otherwise become aware of any intent of an insurer to either claim any default on the part of Eclipse or any of its subsidiaries or not to renew any policy of insurance on its expiry or to increase any deductible or cost, except where such failure or default or other event would not reasonably be expected to have a Material Adverse Effect on Eclipse.

(hh) United States Securities Laws.

(i) Eclipse is a "foreign private issuer" as defined in Rule 3b-4 under the U.S. Exchange Act; and

(ii) Eclipse is not registered or required to be registered as an "investment company" under the United States *Investment Company Act of 1940*, as amended.

(ii) Arrangements with Shareholders. Eclipse does not have any agreement, arrangement or understanding (whether written or oral) with respect to Northern Vertex or any of its securities, businesses or operations with any shareholder of Northern Vertex, any interested party of Northern Vertex or any related party of any interested party of Northern Vertex, or any joint actor with any such persons (and for this purpose, the terms "interested party", "related party" and "joint actor" shall have the meaning ascribed to such terms in MI 61-101).

3.2 Survival of Representations and Warranties

The representations and warranties of Eclipse contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF NORTHERN VERTEX

4.1 Representations and Warranties

Northern Vertex hereby represents and warrants to and in favour of Eclipse as follows, except to the extent that such representations and warranties are qualified by the Northern Vertex Disclosure Letter and acknowledges that Eclipse is relying upon such representations and warranties in connection with the entering into of this Agreement that:

(a) Board Approval. As of the date hereof, the Northern Vertex Board, after consultation with its financial and legal advisors, has determined that the Arrangement is in the best interests of Northern Vertex. The Northern Vertex Board has approved the Arrangement pursuant to the Plan of Arrangement and the execution and performance of this Agreement.

(b) Organization and Qualification. Northern Vertex and each of its subsidiaries is a corporation duly incorporated or an entity duly created and validly existing under the applicable Laws of its jurisdiction of incorporation and has all necessary corporate power and authority to own its property and assets as now owned and to carry on its business as it is now being conducted. Northern Vertex and each of its subsidiaries:

(i) has all Permits necessary to conduct its business substantially as now conducted, as such business is disclosed in the Northern Vertex Public Disclosure Record, except where the failure to have such Permit would not reasonably be expected to have a Material Adverse Effect on Northern Vertex (the "**Northern Vertex Material Permits**"). All of the Northern Vertex Material Permits have been disclosed to Eclipse in the Northern Vertex Data Room Information; and

(ii) is duly registered or otherwise authorized and qualified to do business and each is in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary, except where the failure to be so registered or in good standing would not reasonably be expected to have a Material Adverse Effect on Northern Vertex.

(c) Authority Relative to this Agreement. Northern Vertex has the requisite corporate power and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Northern Vertex and the performance by Northern Vertex of its obligations under this Agreement have been duly authorized by the Northern Vertex Board and no corporate proceedings on its part are necessary to authorize this Agreement or the Arrangement. This Agreement has been duly executed and delivered by Northern Vertex and constitutes a legal, valid and binding obligation of Northern Vertex enforceable against Northern Vertex in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

(d) No Violation. Subject to obtaining the Key Third Party Consents and Key Regulatory Approvals, the authorization, execution and delivery of this Agreement by Northern Vertex and the performance of its obligations thereunder do not and will not:

(i) result in a contravention, breach, violation or default under any Law applicable to Northern Vertex, its subsidiaries or any of their respective properties or assets;

(ii) result in a contravention, conflict, violation, breach or default under its constating documents;

(iii) result in a contravention, breach or default under or termination of, or acceleration or permit the acceleration of the performance required by, or loss of any benefit under, or require any approval under, any Material Contract or Northern Vertex Material Permit to which it is a party or by which it is bound or to which any of its material assets is subject or give to any person any interest, benefit or right, including any right of purchase, termination, payment, modification, reimbursement, cancellation or acceleration, under any such contracts or permits; or

(iv) result in the suspension or material alteration in the terms of any Northern Vertex Material Permit or in the creation of any Lien upon any of its properties or assets or any of its subsidiaries;

The Key Third Party Consents are the only consents and approvals required from any third party under any Contracts of Northern Vertex or any of its subsidiaries in order for Northern Vertex and its subsidiaries to proceed with the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement and the Arrangement pursuant to the Plan of Arrangement.

(e) Capitalization. The authorized share capital of Northern Vertex consists of an unlimited number of Northern Vertex Shares. As of the date hereof, 251,559,288 Northern Vertex Shares are issued and outstanding, an aggregate of up to 13,400,000 Northern Vertex Shares are issuable upon the exercise of Northern Vertex Options, an aggregate of up to 93,279,109 Northern Vertex Shares are issuable upon the exercise of Northern Vertex Warrants, an aggregate of nil Northern Vertex Shares are issuable under the Northern Vertex SUs, and $6,710,000 aggregate principal amount of convertible debentures are issued and outstanding. Except as set out in Schedule 4.1(e) of the Northern Vertex Disclosure Letter, there is no other contractual obligation of Northern Vertex to issue Northern Vertex Shares or other security convertible into Northern Vertex Shares. All outstanding Northern Vertex Shares have been duly authorized and validly issued, are fully paid and non- assessable. All securities of Northern Vertex have been issued in compliance with all applicable Laws and Securities Laws. There are no securities of Northern Vertex or of any of its subsidiaries outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) with the Northern Vertex Shareholders on any matter. There are no outstanding contractual or other obligations of Northern Vertex or any subsidiary to repurchase, redeem or otherwise acquire any of Northern Vertex's securities or with respect to the voting or disposition of any outstanding securities of any of its subsidiaries.

(f) Reporting Status and Securities Laws Matters. Northern Vertex is a "reporting issuer" and not on the list of reporting issuers in default under applicable Securities Laws in the provinces of British Columbia and Alberta. No delisting, suspension of trading in or cease trading order with respect to any securities of Northern Vertex and, to the knowledge of Northern Vertex, no inquiry or investigation (formal or informal) of any Securities

Authority, or the TSXV, is in effect or ongoing or, to the knowledge of Northern Vertex, expected to be implemented or undertaken with respect to the foregoing.

(g) Ownership of Subsidiaries. Schedule 4.1(g) of the Northern Vertex Disclosure Letter includes a complete and accurate list of all subsidiaries owned, directly or indirectly, by Northern Vertex. All of the issued and outstanding shares of capital stock and other ownership interests in such subsidiaries of Northern Vertex are duly authorized, validly issued, fully paid and, where the concept exists, non-assessable and all such shares and other ownership interests held directly or indirectly by Northern Vertex are legally and beneficially owned free and clear of all Liens. Except as set out in the Northern Vertex Disclosure Letter, there are no contractual obligations that require any subsidiaries of Northern Vertex to issue, sell or deliver any of its securities. Except as set out in Schedule 4.1(g) of the Northern Vertex Disclosure letter, all ownership interests of Northern Vertex and its subsidiaries are owned free and clear of all Liens of any kind or nature whatsoever held by third parties. Schedule 4.1(g) of the Northern Vertex Disclosure Letter includes a complete and accurate list of all securities owned by Northern Vertex of another corporate person, other than its subsidiaries.

(h) Public Filings. Northern Vertex has filed or furnished, as applicable, all documents required to be filed or furnished by it in accordance with applicable Securities Laws, with the Securities Authorities, or the TSXV. All such documents and information comprising the Northern Vertex Public Disclosure Record, as of their respective dates (and the dates of any amendments thereto): (i) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and (ii) complied in all material respects with the requirements of applicable Securities Laws, and any amendments to the Northern Vertex Public Disclosure Record required to be made have been filed on a timely basis with the Securities Authorities or the TSXV. Northern Vertex has not filed any confidential material change report with any Securities Authorities that at the date of this Agreement remains confidential. There has been no change in a material fact or a material change (as such terms are defined under the Securities Act) in any of the information contained in the Northern Vertex Public Disclosure Record, except for changes in material facts or material changes that are reflected in a subsequently filed document included in the Northern Vertex Public Disclosure Record.

(i) Northern Vertex Financial Statements. Northern Vertex's audited consolidated financial statements as at and for the fiscal years ended June 30, 2020 and 2019 (including the notes thereto), and Northern Vertex's unaudited financial statements for the interim period ended September 30, 2020 in each case including, the related management's discussion and analysis ("**Northern Vertex MD&A**") (collectively, the "**Northern Vertex Financial Statements**") were prepared in accordance with IFRS consistently applied (except: (A) as otherwise indicated in such financial statements and the notes thereto or, in the case of audited statements, in the related report of Northern Vertex's independent auditors; or (B) in the case of unaudited interim statements, are subject to normal period end adjustments and may omit notes which are not required by applicable Laws in the unaudited statements) and fairly present in all material respects the consolidated financial position, results of operations and cash flows of Northern Vertex and its subsidiaries as of the dates thereof and for the periods indicated therein (subject, in the case of any unaudited interim financial statements, to normal period end adjustments) and reflect reserves required by IFRS in respect of all material contingent liabilities, if any, of Northern Vertex and its subsidiaries on a consolidated basis. There has been no material change in Northern Vertex's accounting policies, except as described in the notes to the Northern Vertex's Financial Statements.

(j) Internal Controls and Financial Reporting. Northern Vertex has designed such disclosure controls and procedures, or caused them to be designed under the supervision of its Chief Executive Officer and Chief Financial Officer, to provide reasonable assurance that information required to be disclosed by Northern Vertex in its annual filings, interim filings or other reports filed or submitted under securities legislation is accumulated and communicated to Northern Vertex's Chief Executive Officer and Chief Financial Officer to allow timely decisions regarding required disclosure. Northern Vertex maintains systems of "internal control over financial reporting" that have been designed by, or under the supervision of, its Chief Executive Officer and Chief Financial Officer, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS. Northern Vertex's auditors and the audit committee of the Northern Vertex Board have not been advised of: (A) any deficiency, or a combination of deficiencies, in the design or operation of internal controls over financial reporting, or (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the Northern Vertex's internal control over financial reporting.

(k) Corrupt Practices Legislation. Neither Northern Vertex, its subsidiaries and affiliates, nor any of their respective officers, directors or employees acting on behalf of Northern Vertex or any of its subsidiaries or affiliates has taken, committed to take or been alleged to have taken any action which would cause Northern Vertex or any of its subsidiaries or affiliates to be in violation of the *Foreign Corrupt Practices Act* (United States) (and the regulations promulgated thereunder), the *Corruption of Foreign Public Officials Act* (Canada) (and the regulations promulgated thereunder) or any applicable Law of similar effect of any other jurisdiction, and to the knowledge of Northern Vertex no such action has been taken by any of its agents, representatives or other persons acting on behalf of Northern Vertex or any of its subsidiaries or affiliates.

(l) Books and Records. The financial books, records and accounts of Northern Vertex and its material subsidiaries, have in all material respects, been maintained in accordance with applicable Law, in accordance with IFRS and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the assets of Northern Vertex and its material subsidiaries and accurately and fairly reflect the basis for Northern Vertex Financial Statements.

(m) Minute Books. The minute books of Northern Vertex and each of its material subsidiaries are true and correct in all material respects; they contain the duly signed minutes of all meetings of the boards of directors and shareholders and all resolutions passed by the boards of directors and the shareholders thereof except for minutes relating to the proposed transaction between Northern Vertex and Eclipse; provided that minutes for recent meetings of the Northern Vertex Board and committees thereof which have not been finalized as of the date hereof will be finalized and included in the minute books in accordance with Northern Vertex's past practice.

(n) No Undisclosed Liabilities. Northern Vertex and its subsidiaries on a consolidated basis have no material outstanding indebtedness or liabilities and are not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any person that are material to Northern Vertex, other than those specifically identified in the Northern Vertex Financial Statements, or incurred in the ordinary course of business since the date of the most recent Northern Vertex Financial Statements.

(o) No Material Change. Except as disclosed in the Northern Vertex Public Disclosure Record, since June 30, 2020 (i) there has been no material change in respect of Northern Vertex and its material subsidiaries, taken as a whole, and the debt, business and material properties of Northern Vertex and its material subsidiaries, on a consolidated basis, conform in all material respects to the description thereof contained in the Northern Vertex Public Disclosure Record; (ii) there has been no dividend or distribution of any kind declared, paid or made by Northern Vertex on any Northern Vertex Shares; (iii) there has not been a material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of Northern Vertex and its material subsidiaries taken as a whole; and (iv) Northern Vertex and its material subsidiaries have carried on business in the ordinary course.

(p) Litigation. There are no material claims, actions, suits, grievances, complaints or proceedings pending or, to the knowledge of Northern Vertex, threatened affecting Northern Vertex or any of its subsidiaries or affecting any of their respective property or assets at law or in equity before or by any Governmental Entity, including matters arising under Environmental Laws. Neither Northern Vertex nor any of its material subsidiaries nor their respective assets or properties is subject to any outstanding material judgment, order, writ, injunction or decree.

(q) Taxes. Except as provided for in the Northern Vertex Financial Statements,

(i) Northern Vertex and each of its material subsidiaries has duly and timely filed all Returns required to be filed by it prior to the date hereof, other than those which have been administratively waived, and all such Returns are complete and correct in all material respects.

(ii) Northern Vertex and each of its material subsidiaries has paid on a timely basis all Taxes which are due and payable, all assessments and reassessments, other than those which are being or have been contested in good faith and in respect of which reserves have been provided in the most recently published Northern Vertex Financial Statements.

(iii) No material deficiencies, litigation, proposed adjustments or matters in controversy exist or have been asserted with respect to Taxes of Northern Vertex or any of its material subsidiaries,

(iv) There are no Liens for unpaid Taxes (other than in respect of Taxes not yet due and payable) upon any of the assets of Northern Vertex or any of its material subsidiaries.

(v) Northern Vertex and each of its subsidiaries has withheld or collected all amounts required to be withheld or collected by it on account of Taxes and has remitted all such amounts to the appropriate Governmental Entity when required by Law to do so, except where the failure to do so would not, individually or in the aggregate, result in a Material Adverse Effect to Northern Vertex.

(vi) There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, Taxes due from Northern Vertex or any of its material subsidiaries for any taxable period and no request for any such waiver or extension is currently pending.

(vii) All the Returns, audit reports and assessments in the Northern Vertex Data Room Information were true correct and complete copies of such Returns, audit reports and assessments.

(viii) Northern Vertex is a "Canadian corporation" for purposes of the Tax Act.

(r) Property.

(i) The Northern Vertex Properties are accurately described in the Northern Vertex Public Disclosure Record.

(ii) The Northern Vertex Public Disclosure Record together with the Northern Vertex Data Room Information discloses all material real and immoveable property legally or beneficially owned, licensed, or leased by Northern Vertex or its material subsidiaries, or in respect of which Northern Vertex or its material subsidiaries enjoy the benefit of rights of way, surface rights, easements and Permits for the use of real and immoveable property, and there is no other material real and immoveable property in respect of which Northern Vertex or its material subsidiaries has any interest.

(iii) The Concessions relating to the Northern Vertex Properties are the only mining concessions, claims, leases, licenses, Permits or other rights that are required to conduct the activities of Northern Vertex or its subsidiaries on the Northern Vertex Properties as currently conducted.

(iv) Except as set out in the Northern Vertex Public Disclosure Record, or as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect to Northern Vertex (i) each Concession relating to the Northern Vertex Properties is in full force and effect and in good standing and (ii) the interests of Northern Vertex or its subsidiaries in each Concession relating to the Northern Vertex Properties is held free and clear of all Liens. The Northern Vertex Public Disclosure Record together with the Northern Vertex Data Room Information accurately describes: (A) the interests of Northern Vertex and its subsidiaries in each of the Concessions relating to the Northern Vertex Properties; and (B) the agreement or document pursuant to which Northern Vertex or its subsidiaries holds its interest in each Concession relating to the Northern Vertex Properties. Northern Vertex or its subsidiaries are lawfully authorized to hold its interest in the Concessions relating to the Northern Vertex Properties.

(v) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect to Northern Vertex:

(A) each Concession relating to the Northern Vertex Properties comprises a valid and subsisting mineral claim or concession, in each case in all material respects, and Northern Vertex or its subsidiaries enjoys legally enforceable access to the Northern Vertex Properties as may be required to conduct the activities of Northern Vertex or its subsidiaries as currently conducted;

(B) any and all assessment work required to be performed and filed in respect of the Northern Vertex Properties or under the Concessions relating to the Northern Vertex Properties has been performed and filed;

(C) any and all Taxes and other payments required to be paid in respect of the Northern Vertex Properties and the Concessions relating to the Northern Vertex Properties and all rental or royalty payments required to be paid in respect of the Concessions relating to the Northern Vertex Properties have been paid;

(D) any and all filings required to be filed in respect of the Northern Vertex Properties and the Concessions relating to the Northern Vertex Properties have been filed;

(E) Northern Vertex or its subsidiaries have the exclusive right to deal with the Northern Vertex Properties and the Concessions relating to the Northern Vertex Properties;

(F) no other person has any interest in the Northern Vertex Properties or the Concessions relating to the Northern Vertex Properties or any right to acquire any such interest;

(G) there are no back-in rights, earn-in rights, rights of first refusal, royalty rights or similar provisions which would affect Northern Vertex's or any of its subsidiaries' interests in the Northern Vertex Properties or the Concessions relating to the Northern Vertex Properties; and

(H) neither Northern Vertex nor any of its subsidiaries have received any notice, whether written or oral from any Governmental Entity or any person with jurisdiction or applicable authority of any revocation or intention to revoke Northern Vertex's or any of its subsidiaries' interests in the Northern Vertex Properties or the Concessions relating to the Northern Vertex Properties.

(vi) Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect to Northern Vertex, all work and activities carried out on the Northern Vertex Properties and the Concessions relating to the Northern Vertex Properties by Northern Vertex or its subsidiaries or, to the knowledge of Northern Vertex, by any other person appointed by Northern Vertex or any of its subsidiaries have been carried out in in compliance with all applicable Laws, and neither Northern Vertex nor any of its subsidiaries, nor, to the knowledge of Northern Vertex, any other person, has received any notice of any breach of any such applicable Laws.

(s) Title and Rights re: Other Assets. Except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect on Northern Vertex and other than the Northern Vertex Properties and Northern Vertex Material Permits, Northern Vertex and its subsidiaries, as applicable, have good and valid title to all properties and assets reflected in the Northern Vertex Financial Statements, free and clear of all Liens, or valid leasehold or licence interests in all properties and assets not reflected in such financial statements but used by Northern Vertex or any of its subsidiaries, and all such assets have been properly maintained, are in good working order and repair, contain no known defects known to Northern Vertex which could adversely affect the operation of the business of Northern Vertex and are in the possession of Northern Vertex or a subsidiary of Northern Vertex.

(t) Contracts. Schedule 4.1(t) of the Northern Vertex Disclosure Letter includes a complete and accurate list of all Material Contracts to which Northern Vertex or any of its material subsidiaries is a party and that are currently in force (the "**Northern Vertex Material Contracts**"). Northern Vertex or its material subsidiaries are entitled to all rights and benefits under the Northern Vertex Material Contracts in accordance with the terms thereof. Northern Vertex has made available to Eclipse for inspection true and complete copies of all of the Northern Vertex Material Contracts. All of the Northern Vertex Material Contracts are valid and binding obligations of Northern Vertex or a material subsidiary of Northern Vertex as the case may be, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction. Northern Vertex and its subsidiaries have complied in all material respects with all terms of the Northern Vertex Material Contracts and no material default or breach exists in respect thereof on the part of Northern Vertex or any of its material subsidiaries. Northern Vertex does not know of nor has it received any notice (whether written or oral) of, any material breach or default under nor, to the knowledge of Northern Vertex, does there exist any condition which with the passage of time or the giving of notice or both would result in such a breach or default under any such Northern Vertex Material Contract by any other party to a Northern Vertex Material Contract. Neither Northern Vertex nor any of its subsidiaries is a party to any Material Contract that contains any non-competition obligation or otherwise restricts in any material way the business of Northern Vertex or any of its material subsidiaries.

(u) Intellectual Property. There is no action, suit, proceeding or claim pending or to the knowledge of Northern Vertex, threatened by others challenging Northern Vertex's or any of its subsidiaries' rights in or to any Intellectual Property which is used for the conduct of Northern Vertex's and its subsidiaries' business as currently carried on as set forth in the Northern Vertex Public Disclosure Record.

(v) Environmental Matters. Each of Northern Vertex and its subsidiaries and their respective businesses and operations:

(i) is in material compliance with all Environmental Laws and all terms and conditions of all Environmental Permits;

(ii) has not received any order, request or notice from any person alleging a material violation of any Environmental Law;

(iii) is not subject to any material, actual, liability, or to the knowledge of Northern Vertex, potential or contingent liability related to non-compliance with Environmental Laws;

(iv) has not been named or listed as a potentially responsible party by any Governmental Entity in a matter arising under any Environmental Laws; and

(v) is not involved in any remediation, reclamation or other environmental operations outside the ordinary course of business and does not know of any facts, circumstances or conditions, including any Release of Hazardous Substance, that would reasonably be expected to result in any Environmental Liabilities,

except, in each case as disclosed in the Northern Vertex Public Disclosure Record or where it would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Northern Vertex.

(w) Mineral Reserves and Resources. The estimated proven and probable mineral reserves and estimated indicated, measured and inferred mineral resources disclosed in the Northern Vertex Public Disclosure Record have been prepared and disclosed in all material respects in accordance with all applicable Laws. The information provided by Northern Vertex to the Qualified Persons in connection with the preparation of such estimates was complete and accurate at the time such information was furnished. Other than in connection with Northern Vertex's mining activities in the ordinary course of business, there has been no material reduction in the aggregate amount of estimated mineral reserves or estimated mineral resources of Northern Vertex and its subsidiaries, taken as a whole, from the amounts disclosed in the Northern Vertex Public Disclosure Record.

(x) Employee Benefits.

(i) Northern Vertex and each of its material subsidiaries has complied, in all material respects, with the terms of all Northern Vertex Benefit Plans and with all applicable Laws and any collective bargaining agreements relating thereto.

(ii) Neither the execution and delivery of this Agreement by Northern Vertex nor completion of the Arrangement pursuant to the Plan of Arrangement nor compliance by Northern Vertex with any of the provisions hereof shall result in any payment (including severance, unemployment compensation, bonuses or otherwise) becoming due to any director or employee of Northern Vertex or any of its subsidiaries or result in any increase or acceleration of contributions, liabilities or benefits or acceleration of vesting or an obligation to fund or secure benefits, in whole or in part, under any Northern Vertex Benefit Plan.

(y) Issuance of Consideration Shares. The Consideration Shares to be issued will, when issued pursuant to the Arrangement, be duly and validly issued as fully paid and non-assessable common shares in the capital of Northern Vertex. The Replacement Options and the Northern Vertex Replacement RSUs to be issued will, when issued pursuant to the Arrangement, be duly and validly created and issued. The Northern Vertex Shares underlying the Replacement Options will, upon issuance of the Replacement Options pursuant to the Arrangement, be duly and validly authorized and reserved for issuance and, upon issuance thereof in accordance with the terms of the Northern Vertex Stock Option Plan and receipt by the Northern Vertex of the exercise price therefor, such

Northern Vertex Shares will be duly and validly issued as fully paid and non-assessable Northern Vertex Shares. The Northern Vertex Shares underlying Eclipse Warrants will, at the Effective Time, be duly and validly authorized and reserved for issuance and, upon issuance thereof in accordance with the terms of the certificates representing the Eclipse Warrants and receipt by Northern Vertex of the exercise price therefor, such Northern Vertex Shares will be duly and validly issued as fully paid and non-assessable Northern Vertex Shares.

(z) Employment. Schedule 4.1(z) of the Northern Vertex Disclosure Letter contains a complete and accurate list of all Contracts or arrangements for the employment or services of any senior officer or director of Northern Vertex or any of its subsidiaries that is party to a change of control, severance, termination, "golden parachute" or similar agreement or provision.

(aa) Compliance with Laws. Northern Vertex and its subsidiaries have complied with and are not in violation of any applicable Laws, other than non-compliance or violations which would not, individually or in the aggregate, have a Material Adverse Effect on Northern Vertex. Northern Vertex and its subsidiaries have operated and are currently operating their respective businesses in compliance in all material respects with all licenses, Permits, authorizations, approvals registrations and consents of all applicable regulatory authorities.

(bb) Absence of Cease Trade Orders. No order ceasing or suspending trading in Northern Vertex Shares (or any of them) or any other securities of Northern Vertex is outstanding and no proceedings for this purpose have been instituted or, to the knowledge of Northern Vertex, are pending, contemplated or threatened.

(cc) Related Party Transactions. Other than as disclosed in the Northern Vertex Disclosure Letter or in the Northern Vertex Public Disclosure Record, there are no material Contracts or other transactions currently in place between Northern Vertex or any of its subsidiaries, on the one hand, and: (i) to the knowledge of Northern Vertex, any officer or director of Northern Vertex or any of its subsidiaries; (ii) to the knowledge of Northern Vertex, any holder of record or, to the knowledge of Northern Vertex, beneficial owner of 10% or more of the Northern Vertex Shares; and (iii) to the knowledge of Northern Vertex, any affiliate or associate of any such, officer, director, holder of record or beneficial owner, on the other hand.

(dd) Registration Rights. No Northern Vertex Shareholder has any right to compel Northern Vertex to register or otherwise qualify the Northern Vertex Shares (or any of them) for public sale or distribution.

(ee) Rights of Other Persons. No person has any right of first refusal or option to purchase or any other right of participation in any of the material properties or assets owned by Northern Vertex or any of its material subsidiaries, or any part thereof.

(ff) Restrictions on Business Activities. There is no arbitral award, judgment, injunction, constitutional ruling, order or decree binding upon Northern Vertex or any of its subsidiaries that has or could reasonably be expected to have the effect of prohibiting, restricting, or impairing any business practice of any of them, any acquisition or disposition of property by any of them, or the conduct of the business by any of them as currently conducted, which could reasonably be expected to have a Material Adverse Effect on Northern Vertex.

(gg) Brokers. Other than as disclosed in the Northern Vertex Disclosure Letter, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Northern Vertex, and the aggregate amount of such fees that may become payable in respect of all such arrangements is set out in Schedule 4.1(gg) of the Northern Vertex Disclosure Letter.

(hh) Insurance. As of the date hereof, Northern Vertex and its subsidiaries have such policies of insurance as are listed in Schedule 4.1(hh) of the Northern Vertex Disclosure Letter. All insurance maintained by Northern Vertex or any of its subsidiaries is in full force and effect and in good standing and neither Northern Vertex nor any of its subsidiaries is in default, whether as to payment of premium or otherwise, under the terms of any such insurance nor has Northern Vertex or any of its subsidiaries failed to give any notice or present any material claim under any such insurance in a due and timely fashion or received notice or otherwise become aware of any intent of an insurer to either claim any default on the part of Northern Vertex or any of its subsidiaries or not to renew any policy of insurance on its expiry or to increase any deductible or cost, except where such failure or default or other event would not reasonably be expected to have a Material Adverse Effect on Northern Vertex.

(ii) United States Securities Laws.

(i) Northern Vertex is a "foreign private issuer" as defined in Rule 3b-4 under the *U.S. Exchange Act*; and

(ii) Northern Vertex is not registered or required to be registered as an "investment company" under the *United States Investment Company Act* of 1940, as amended.

(jj) Arrangements with Shareholders. Other than Eclipse Voting Agreements and this Agreement, Northern Vertex does not have any agreement, arrangement or understanding (whether written or oral) with respect to Eclipse or any of its securities, businesses or operations with any shareholder of Eclipse, any interested party of Eclipse or any related party of any interested party of Eclipse, or any joint actor with any such persons (and for this purpose, the terms "interested party", "related party" and "joint actor" shall have the meaning ascribed to such terms in MI 61-101).

4.2 Survival of Representations and Warranties

The representations and warranties of Northern Vertex contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 5
COVENANTS

5.1 Covenants of Eclipse Regarding the Conduct of Business

Eclipse covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except as required or permitted by this Agreement, applicable Laws or any Governmental Entities or consented to by Northern Vertex in writing, Eclipse shall, and shall cause each of its material subsidiaries to, conduct its business in the ordinary course of business consistent with past practice. Without limiting the generality of the foregoing, from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except as required or permitted by this Agreement, or as set out in Schedule 5.1 of the Eclipse Disclosure, Eclipse shall not, nor shall it permit any of its material subsidiaries to, directly or indirectly, without the prior written consent of Northern Vertex (which consent shall not be unreasonably withheld or delayed):

(a) (i) amend its articles, charter or by-laws or other comparable organizational documents; (ii) split, combine or reclassify any shares in the capital of Eclipse or any of its material subsidiaries, or declare, set aside or pay any dividend or other distribution or payment (whether in cash, securities or property or any combination thereof) in respect of Eclipse Shares owned by any person or the securities of any subsidiary owned by a person other than Eclipse other than, in the case of any subsidiary wholly-owned by Eclipse, any dividends payable to Eclipse or any other wholly-owned subsidiary of Eclipse; (iii) issue, grant, deliver, sell or pledge, or agree to issue, grant, deliver, sell or pledge, any shares of Eclipse or its material subsidiaries, or any rights convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares or other securities of Eclipse or its material subsidiaries, other than: (A) the issuance of Eclipse Shares pursuant to the terms of the outstanding Eclipse Options or Eclipse Warrants; (B) transactions in the ordinary course of business and consistent with past practices between two or more Eclipse wholly-owned subsidiaries or between Eclipse and an Eclipse wholly- owned subsidiary; and (C) as required under applicable Law or existing Material Contracts set forth in Schedule 3.1(v) of the Eclipse Disclosure Letter; (iv) redeem, purchase or otherwise acquire, or offer to redeem, purchase or otherwise acquire, any outstanding securities of Eclipse or any of its subsidiaries, (v) amend the terms of any of its securities; (vi) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of Eclipse or any of its material subsidiaries; (vii) amend its accounting policies or adopt new accounting policies, in each case except as required in accordance with IFRS; or (viii) enter into any agreement with respect to any of the foregoing;

(b) except in the ordinary course of business consistent with past practice: (i) sell, pledge, hypothecate, lease, license, sell and lease back, mortgage, dispose of or encumber or otherwise transfer, any assets, securities, properties, interests or businesses of Eclipse or any of its material subsidiaries for an amount greater than $500,000, in the aggregate; (ii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets or otherwise), directly or indirectly, any assets, securities, properties, interests, businesses, corporation, partnership or other business organization or division thereof, or make any investment either by the purchase of securities, contribution of capital, property transfer, or purchase of any other property or assets of any other person, for an amount greater than $500,000, in the aggregate; (iii) incur, create, assume or otherwise become liable for, any indebtedness for borrowed money or any other liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other person; (iv) pay, discharge or satisfy any material liabilities or obligations; (v) waive, release, grant or transfer any rights of material value; (vi) enter into new commitments of a capital expenditure nature in excess of $500,000, in the aggregate, except in accordance with current approved budgets that have been disclosed to Northern Vertex; or (vii) authorize or propose any of the foregoing, or enter into any agreement to do any of the foregoing;

(c) other than as is necessary to comply with applicable Laws or Contracts, or in accordance with Eclipse Benefit Plans: (i) grant to any officer, employee or director of Eclipse or any of its subsidiaries an increase in compensation in any form, or grant any general salary increase; (ii) make any loan to any officer, employee, or director of Eclipse or any of its subsidiaries; (iii) take any action with respect to the grant of any severance, change of control, bonus or termination pay to, or enter into any employment agreement, deferred compensation or other similar agreement (or amend any such existing agreement) with any officer, employee or director of Eclipse or any of its subsidiaries, other than the declaration and payment of cash bonuses in the ordinary course of business consistent with past practice; (iv) increase any benefits payable under any existing severance or termination pay policies or employment agreements, or adopt or materially amend or make any contribution to any Eclipse Benefit Plan or other bonus, profit sharing, option, pension, retirement, deferred compensation, insurance, incentive compensation, compensation or other similar plan, agreement, trust, fund or arrangement for the benefit of directors, officers or employees or former directors, officers, employees of Eclipse or any of its subsidiaries; (v) increase bonus levels or other benefits payable to any director, officer or employee of Eclipse or any of its subsidiaries; or (vi) establish, adopt or amend (except as required by applicable Law) any collective bargaining agreement or similar agreement; or (vii) provide for accelerated vesting, removal of restrictions on exercise of any stock based or stock related awards (including stock options, stock appreciation rights, deferred share units, performance units and restricted share awards) upon a change of control occurring on or prior to the Effective Time;

(d) settle, pay, discharge, satisfy, compromise, waive, assign or release, in an amount greater than $500,000, (i) any material action, claim or proceeding brought against Eclipse and/or any of its subsidiaries; or (ii) any action, claim or proceeding brought by any present, former or purported holder of its securities in connection with the transactions contemplated by this Agreement or the Plan of Arrangement;

(e) enter into any agreement or arrangement that limits or otherwise restricts in any material respect Eclipse or any of its material subsidiaries or any successor thereto, or that would, after the Effective Time, limit or restrict in any material respect Eclipse or any of its material subsidiaries from competing in any manner;

(f) waive, release or assign any material rights, claims or benefits of Eclipse or any of its material subsidiaries;

(g) enter into any agreement that if entered into prior to the date hereof would be a Material Contract; or modify, amend in any material respect, transfer or terminate any Material Contract, or waive, release or assign any material rights or claims thereto or thereunder;

(h) change any method of Tax accounting, make or change any Tax election, file any materially amended Return, settle or compromise any Tax liability in excess of $500,000, agree to an extension or waiver of the limitation period with respect to the assessment, reassessment or determination of Taxes, enter into any closing agreement with respect to any Tax or surrender any right to claim a material Tax refund;

(i) take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any Governmental Entity to institute proceedings for the suspension, revocation or limitation of rights under, any material Permits or any approvals of or from any Governmental Entity necessary to conduct its businesses as now conducted or as proposed to be conducted; or fail to prosecute with commercially reasonable due diligence any pending applications to any Governmental Entities for approvals;

(j) take any action or fail to take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the ability of Eclipse to consummate the Arrangement or the other transactions contemplated by this Agreement; or

(k) agree, resolve or commit to do any of the foregoing.

(l) Eclipse shall use its commercially reasonable efforts to cause the current insurance (or re-insurance) policies maintained by Eclipse or any of its subsidiaries, including directors' and officers' insurance, not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductions and providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect; provided that, subject to Section 7.6, none of Eclipse or any of its subsidiaries shall obtain or renew any insurance (or re-insurance) policy for a term exceeding 12 months.

Eclipse shall keep Northern Vertex fully informed as to all material decisions or actions required to be made with respect to the operations of the business of Eclipse; provided, however, that the failure to do so shall not constitute a breach of this Agreement that, in and of itself, may lead to termination of this Agreement.

Eclipse shall promptly notify Northern Vertex in writing of any circumstance or development that, to the knowledge of Eclipse, is or could reasonably be expected to constitute a Material Adverse Effect.

5.2 Covenants of Northern Vertex Regarding the Conduct of Business

Northern Vertex covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except as required or permitted by this Agreement, applicable Laws or any Governmental Entities or as consented to by Eclipse in writing, Northern Vertex shall, and shall cause each of its material subsidiaries to, conduct its business in the ordinary course of business consistent with past practice. Without limiting the generality of the foregoing, from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except as required or permitted by this Agreement, or as set out in Schedule 5.2 of the Northern Vertex Disclosure Letter, Northern Vertex shall not, nor shall it permit any of its material subsidiaries to, directly or indirectly, without the prior written consent of Eclipse (which consent shall not be unreasonably withheld or delayed):

(a) (i) amend its articles, charter or by-laws or other comparable organizational documents; (ii) split, combine or reclassify any shares in the capital of Northern Vertex or any of its material subsidiaries, or declare, set aside or pay any dividend or other distribution or payment (whether in cash, securities or property or any combination thereof) in respect of the Northern Vertex Shares owned by any person or the securities of any subsidiary owned by a person other than Northern Vertex other than, in the case of any subsidiary wholly-owned by Northern Vertex, any dividends payable to Northern Vertex or any other wholly-owned subsidiary of Northern Vertex; (iii) issue, grant, deliver, sell or pledge, or agree to issue, grant, deliver, sell or pledge, any shares of Northern Vertex or its material subsidiaries, or any rights convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares or other securities of Northern Vertex or its material subsidiaries, other than: (A) the issuance of Northern Vertex Shares pursuant to the terms of the outstanding Northern Vertex Options, Northern Vertex Warrants, Northern Vertex CDs or as set out in the Northern Vertex Disclosure Letter; (B) transactions in the ordinary course of business and consistent with past practices between two or more Northern Vertex wholly-owned subsidiaries or between Northern Vertex and a Northern Vertex wholly-owned subsidiary; and (C) as required under applicable Law or existing Material Contracts set forth in Schedule 4.1(t) of the Northern Vertex Disclosure Letter; (iv) redeem, purchase or otherwise acquire, or offer to redeem, purchase or otherwise acquire, any outstanding securities of Northern Vertex or any of its subsidiaries, (v) amend the terms of any of its securities; (vi) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of Northern Vertex or any of its material subsidiaries; (vii) amend its accounting policies or adopt new accounting policies, in each case except as required in accordance with IFRS; or (viii) enter into any agreement with respect to any of the foregoing;

(b) except in the ordinary course of business consistent with past practice and as disclosed in the Northern Vertex Disclosure Letter: (i) sell, pledge, hypothecate, lease, license, sell and lease back, mortgage, dispose of or encumber or otherwise transfer, any assets, securities, properties, interests or businesses of Northern Vertex or any of its material subsidiaries for an amount greater than $2,500,000, in the aggregate; (ii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets or otherwise), directly or indirectly, any assets, securities, properties, interests, businesses, corporation, partnership or other business organization or division thereof, or make any investment either by the purchase of securities, contribution of capital, property transfer, or purchase of any other property or assets of any other person, for an amount greater than $2,500,000, in the aggregate; (iii) incur, create, assume or otherwise become liable for, any indebtedness for borrowed money or any other liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other person; (iv) pay, discharge or satisfy any material liabilities or obligations; (v) waive, release, grant or transfer any rights of material value; (vi) enter into new commitments of a capital expenditure nature in excess of $2,500,000, in the aggregate, except in accordance with approved current budgets that have been disclosed to Eclipse; or (vii) authorize or propose any of the foregoing, or enter into any agreement to do any of the foregoing;

(c) other than as is necessary to comply with applicable Laws or Contracts, in accordance with the Northern Vertex Benefit Plans or as disclosed to Eclipse and approved by the compensation committee of Northern Vertex: (i) grant to any officer, employee or director of Northern Vertex or any of its subsidiaries an increase in compensation in any form, or grant any general salary increase; (ii) make any loan to any officer, employee, or director of Northern Vertex or any of its subsidiaries; (iii) take any action with respect to the grant of any severance, change of control, bonus or termination pay to, or enter into any employment agreement, deferred compensation or other similar agreement (or amend any such existing agreement) with any officer, employee or director of Northern Vertex or any of its subsidiaries, other than the declaration and payment of cash bonuses in the ordinary course of business consistent with past practice; (iv) increase any benefits payable under any existing severance or termination pay policies or employment agreements, or adopt or materially amend or make any contribution to any Northern Vertex Benefit Plan or other bonus, profit sharing, option, pension, retirement, deferred compensation, insurance, incentive compensation, compensation or other similar plan, agreement, trust, fund or arrangement for the benefit of directors, officers or employees or former directors, officers, employees of Northern Vertex or any of its subsidiaries; (v) increase bonus levels or other benefits payable to any director, officer or employee of Northern Vertex or any of its subsidiaries; (vi) provide for accelerated vesting, removal of restrictions on exercise of any stock based or stock related awards (including stock options, stock appreciation rights, deferred share units, performance units and restricted share awards) upon a change of control occurring on or prior to the Effective Time; or (vii) establish, adopt or amend (except as required by applicable Law) any collective bargaining agreement or similar agreement;

(d) settle, pay, discharge, satisfy, compromise, waive, assign or release, in an amount greater than $2,500,000, (i) any material action, claim or proceeding brought against Northern Vertex and/or any of its subsidiaries; or (ii) any action, claim or proceeding brought by any present, former or purported holder of its securities in connection with the transactions contemplated by this Agreement or the Plan of Arrangement;

(e) enter into any agreement or arrangement that limits or otherwise restricts in any material respect Northern Vertex or any of its material subsidiaries or any successor thereto, or that would, after the Effective Time, limit or restrict in any material respect Northern Vertex or any of its material subsidiaries from competing in any manner;

(f) waive, release or assign any material rights, claims or benefits of Northern Vertex or any of its material subsidiaries;

(g) other than in the ordinary course of business consistent with past practice: (i) enter into any agreement that if entered into prior to the date hereof would be a Material Contract; (ii) modify, amend in any material respect, transfer or terminate any Material Contract, or waive, release or assign any material rights or claims thereto or thereunder;

(h) other than in the ordinary course of business, change any method of Tax accounting, make or change any Tax election, file any materially amended Return, settle or compromise any Tax liability in excess of $2,500,000, agree to an extension or waiver of the limitation period with respect to the assessment, reassessment or determination of Taxes, enter into any closing agreement with respect to any Tax or surrender any right to claim a material Tax refund;

(i) take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any Governmental Entity to institute proceedings for the suspension, revocation or limitation of rights under, any material Permits or any approvals of or from any Governmental Entity necessary to conduct its businesses as now conducted or as proposed to be conducted; or fail to prosecute with commercially reasonable due diligence any pending applications to any Governmental Entities for approvals;

(j) take any action or fail to take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the ability of Northern Vertex to consummate the Arrangement or the other transactions contemplated by this Agreement; or

(k) agree, resolve or commit to do any of the foregoing.

Northern Vertex shall keep Eclipse fully informed as to all material decisions or actions required to be made with respect to the operations of the business of Northern Vertex; provided, however, that the failure to do so shall not constitute a breach of this Agreement that, in of itself, may lead to termination of this Agreement.

Northern Vertex shall promptly notify Eclipse in writing of any circumstance or development that, to the knowledge of Northern Vertex is or could reasonably be expected to constitute a Material Adverse Effect.

5.3 Covenants of Eclipse Relating to the Arrangement

Eclipse shall, and shall cause its subsidiaries to, perform all obligations required or desirable to be performed by Eclipse or any of its subsidiaries under this Agreement, co-operate with Northern Vertex in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing, Eclipse shall and, where applicable, shall cause its subsidiaries to:

(a) apply for and use its commercially reasonable efforts to obtain all Key Regulatory Approvals relating to Eclipse or any of its subsidiaries and Eclipse shall file as soon as reasonably practicable with all applicable Governmental Entities all notices, applications, submissions or other documents or information required and, without limiting the foregoing, Eclipse shall use its commercially reasonable efforts to satisfy, as soon as reasonably possible, any requests for information and documentation received from any Governmental Entity in connection with such approval; and, in doing so, keep Northern Vertex reasonably informed as to the status of the proceedings related to obtaining such approvals, including providing Northern Vertex with copies of all related applications and notifications, in draft form (except where such material is confidential in which case it will be provided (subject to applicable Laws) to Northern Vertex’s outside counsel on an "external counsel" basis), in order for Northern Vertex to provide its comments thereon, which shall be given due and reasonable consideration;

(b) use its commercially reasonable efforts to obtain as soon as practicable following execution of this Agreement all third-party consents, approvals and notices required under, and shall obtain all amendments reasonably requested by the Northern Vertex in respect of, any Material Contracts and all Key Third Party Consents, all as set out in the Eclipse Disclosure Letter;

(c) until the earlier of the Effective Time and termination of this Agreement, Eclipse shall, subject to applicable Law, make available and cause to be made available to Northern Vertex, and the agents and advisors thereto, information reasonably requested by Northern Vertex for the purposes of conducting due diligence and preparing, considering and implementing integration and strategic plans for the combined businesses of Northern Vertex and Eclipse following the Effective Date and confirming the representations and warranties of Eclipse set out in this Agreement;

(d) defend all lawsuits or other legal, regulatory or other proceedings against Eclipse challenging or affecting this Agreement or the consummation of the transactions contemplated hereby; and

(e) not take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the ability of Eclipse to consummate the Arrangement or the other transactions contemplated by this Agreement

5.4 Covenants of Northern Vertex Relating to the Arrangement

Northern Vertex shall, and shall cause its subsidiaries to, perform all obligations required to be performed by Northern Vertex or any of its subsidiaries under this Agreement, co-operate with Eclipse in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing, Northern Vertex shall and, where appropriate, shall cause its subsidiaries to:

(a) apply for and use its commercially reasonable efforts to obtain all Key Regulatory Approvals relating to Northern Vertex or any of its subsidiaries and Northern Vertex shall file as soon as reasonably practicable with all applicable Governmental Entities all notices, applications, submissions or other documents or information required and, without limiting the foregoing, Northern Vertex shall use its commercially reasonable efforts to satisfy, as soon as reasonably possible, any requests for information and documentation received from any Governmental Entity in connection with such approval; and, in doing so, keep Eclipse reasonably informed as to the status of the proceedings related to obtaining such approvals, including providing Eclipse with copies of all related applications and notifications in draft form (except where such material is confidential in which case it will be provided (subject to applicable Laws) to Eclipse's outside counsel on an "external counsel" basis), in order for Eclipse to provide its reasonable comments thereon;

(b) use its commercially reasonable efforts to obtain, as soon as practicable following execution of this Agreement, all third-party consents, approvals and notices required under any of the Material Contracts, and all Key Third Party Consents set out in the Northern Vertex Disclosure Letter;

(c) until the earlier of the Effective Time and termination of this Agreement, Northern Vertex shall, subject to applicable Law, make available and cause to be made available to Eclipse, and the agents and advisors thereto, information reasonably requested by Eclipse for the purposes of conducting due diligence and preparing, considering and implementing integration and strategic plans for the combined businesses of Northern Vertex and Eclipse following the Effective Date and confirming the representations and warranties of Northern Vertex set out in this Agreement.

(d) defend all lawsuits or other legal, regulatory or other proceedings against Northern Vertex challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(e) not take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the ability of Northern Vertex to consummate the Arrangement or the other transactions contemplated by this Agreement;

(f) subject to the terms and conditions of this Agreement and of the Plan of Arrangement and applicable Laws, issue the Consideration Shares and Replacement Options to be issued pursuant to the Arrangement at the time provided herein;

(g) on or before the Effective Time, reserve for issuance the Northern Vertex Shares that will be issuable upon the exercise of the Eclipse Warrants following the completion of the Arrangement;

(h) at the Effective Time, issue Northern Vertex Replacement RSUs to each holder of Eclipse RSUs continuing with Northern Vertex (being Michael Allen and Warwick Board) entitling such person to the number of Northern Vertex Shares that is equal to the number of Eclipse Shares that were issuable pursuant to such person's Eclipse RSUs, multiplied by the Exchange Ratio;

(i) use commercially reasonable efforts to ensure that, with effect as and from the Effective Time, the Northern Vertex Board and/or management will include the following persons: Kenneth Berry (President, CEO and Director), David Splett (Chief Financial Officer), Michael Allen (Executive Vice-President Corporate Development) and Warwick Board (Vice-President Exploration), Marcel De Groot (Director) and Douglas Hurst (Director and Chairman).

5.5 Mutual Covenants

Each of the Parties covenants and agrees that, except as contemplated in this Agreement, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms:

(a) it shall, and shall cause its subsidiaries to, use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder as set forth in Article 6 to the extent the same is within its control and to take, or cause to be taken, as promptly as practicable, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the Plan of Arrangement, including using its commercially reasonable efforts to: (i) obtain all Key Regulatory Approvals required to be obtained by it; (ii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the Plan of Arrangement; (iii) oppose, lift or rescind any injunction or restraining order against it or other order or action against it seeking to stop, or otherwise adversely affecting its ability to make and complete, the Plan of Arrangement; (iv) co-operate with the other Party in connection with the performance by it and its subsidiaries of their obligations hereunder, including giving the other Party a reasonable opportunity to review and comment on any filing or submission being made to a Governmental Entity in connection with the Key Regulatory Approvals, which comments the receiving Party shall give due consideration to, and providing the other Party with a final copy of any filing or submission made to a Governmental Entity (where a Party regards any information in a filing or submission to be both confidential and competitively sensitive, the supplying Party may restrict the supply of such information to the receiving Party's external legal counsel only and such receiving Party shall not request or receive such information from its external legal counsel without the supplying Party's written consent); (v) provide the other Party with any communications received from a Governmental Entity in connection with obtaining the Key Regulatory Approvals; (vi) neither Party shall attend any meeting with a Governmental Entity in connection with obtaining the Key Regulatory Approvals, whether such meeting will be by teleconference or in person, without affording the other Party a reasonable opportunity to attend such meeting (provided that the Governmental Entity does not object to the attendance of both Parties at any such meeting); in addition, subject to the terms and conditions of this

Agreement, none of the Parties shall knowingly take or cause to be taken any action which would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby; and (vii) the Parties shall exchange such information that a Party reasonably requests for the purposes of determining whether any filing or notices to a Governmental Entity under any competition or anti-trust laws outside of Canada must be submitted in connection with the transactions contemplated by this Agreement;

(b) it shall not take any action, refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to significantly impede the making or completion of the Plan of Arrangement except as permitted by this Agreement; and

(c) it shall use its commercially reasonable efforts to ensure that the Section 3(a)(10) Exemption is available for the issuance of Consideration Shares to Eclipse Shareholders in exchange for their Eclipse Shares and the issuance of the Replacement Options to Eclipse Optionholders in exchange for their Eclipse Options pursuant to the Plan of Arrangement;

provided, however, that this Section 5.5 shall not require Northern Vertex to take any steps or actions that would, in its sole discretion, affect Northern Vertex's or its subsidiaries' right to own, use or exploit its business, operations or assets or those of Eclipse or any of its subsidiaries including, for greater certainty, divesting or agreeing to divest of any assets of Northern Vertex, Eclipse or any of their respective subsidiaries, terminating any existing relationships, contractual rights or obligations of Northern Vertex, Eclipse or any of their respective subsidiaries or effecting any change or restructuring of Northern Vertex, Eclipse or any of their respective subsidiaries in order to obtain the Key Regulatory Approvals prior to the Outside Date.

5.6 Covenants of Maverix

Maverix covenants and agrees that:

(a) on or before the Maverix Warrant Expiry Date, Maverix shall take all steps necessary to duly exercise the Maverix Warrants in accordance with the terms of the certificate or certificates representing the Maverix Warrants, including the payment to Northern Vertex of the aggregate exercise price therefor;

(b) Maverix shall take all steps necessary on or before the Effective Time to transfer the Maverix Warrant Shares to Eclipse at the Effective Time, in exchange for the payment by Eclipse to Maverix of the Warrant Proceeds (as defined in the Plan of Arrangement), all in accordance with the Plan of Arrangement; and

(c) it shall take, as promptly as practicable, all action and do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws or otherwise to effect the transactions to be completed by it as set out in the Plan of Arrangement.

The Parties acknowledge and agree that Maverix has signed this Agreement solely with respect to the covenants set forth in this Section 5.6 and that Maverix does not assume any further obligation pursuant to this Agreement.

ARTICLE 6
CONDITIONS

6.1 Mutual Conditions Precedent

The obligations of the Parties to complete the transactions contemplated by this Agreement are subject to the fulfillment, on or before the Effective Time, of each of the following conditions precedent, each of which may only be waived with the mutual consent of the Parties:

(a) the Interim Order and the Final Order shall each have been obtained on terms consistent with this Agreement, and shall not have been set aside or modified in a manner unacceptable to Eclipse or Northern Vertex, acting reasonably, on appeal or otherwise;

(b) the Court shall have determined that the terms and conditions of the exchange of Eclipse Shares for Consideration Shares is procedurally and substantively fair to holders of Eclipse Shares, and the Final Order shall have been granted in a form satisfactory to Eclipse and Northern Vertex, acting reasonably;

(c) Eclipse Securityholder Approval shall have been obtained at the Eclipse Meeting in accordance with the Interim Order;

(d) there shall not exist any prohibition at Law, including a cease trade order, injunction or other prohibition or order at Law or under applicable legislation, against Northern Vertex or Eclipse which shall prevent the consummation of the Arrangement;

(e) the Key Regulatory Approvals and Key Third Party Consents shall have been obtained;

(f) this Agreement shall not have been terminated in accordance with its terms;

(g) the distribution of the securities pursuant to the Arrangement shall be exempt from the prospectus and registration requirements of applicable Securities Laws either by virtue of exemptive relief from the securities regulatory authorities of each of the provinces and territories of Canada or by virtue of applicable exemptions under Securities Laws and shall not be subject to resale restrictions under applicable Securities Laws (other than as applicable to control persons or pursuant to section 2.6 of National Instrument 45-102 – *Resale of Securities* of the Canadian Securities Administrators);

6.2 Additional Conditions Precedent to the Obligations of Northern Vertex

The obligations of Northern Vertex to complete the transactions contemplated by this Agreement shall also be subject to the fulfillment of each of the following conditions precedent (each of which is for the exclusive benefit of Northern Vertex and may be waived by Northern Vertex):

(a) all covenants of Eclipse under this Agreement to be performed on or before the Effective Time which have not been waived by Northern Vertex shall have been duly performed by Eclipse in all material respects, and Northern Vertex shall have received a certificate of Eclipse addressed to Northern Vertex and dated the Effective Time, signed by two executive officers on behalf of Eclipse (on Eclipse's behalf and without personal liability), confirming the same as at the Effective Date;

(b) all representations and warranties of Eclipse set forth in this Agreement that are qualified by the expression "Material Adverse Effect" shall be true and correct in all respects, as though made on and as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), and all other representations and warranties made by Eclipse in this Agreement that are not so qualified shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except for representations and warranties made as of a specified date the accuracy of which shall be determined as of that specified date); and Northern Vertex shall have received a certificate of Eclipse addressed to Northern Vertex and dated the Effective Time, signed on behalf of Eclipse by two executive officers of Eclipse (on Eclipse's behalf and without personal liability), confirming the same as at the Effective Date;

(c) since the date of this Agreement, there shall not have occurred any event, occurrence, development or circumstance that, individually or in the aggregate has had or would reasonably be expected to have a Material Adverse Effect on Eclipse;

(d) holders of no more than 5% of Eclipse Shares shall have exercised Dissent Rights;

(e) approval of this Agreement and the Arrangement by the Northern Vertex Board;

(f) all outstanding Eclipse RSUs shall have been cancelled in connection with the issuance of the Northern Vertex Replacement RSUs or converted into Eclipse Shares in accordance with the Eclipse RSU Plan ;

(g) Eclipse shall have completed the Eclipse Financing; and

(h) immediately prior to the Effective Time, Eclipse, on a consolidated basis with its subsidiaries, shall have total cash, net of current liabilities, of at least $4,600,000.

The foregoing conditions will be for the sole benefit of Northern Vertex and may be waived by it in whole or in part at any time.

6.3 Additional Conditions Precedent to the Obligations of Eclipse

The obligations of Eclipse to complete the transactions contemplated by this Agreement, shall also be subject to the fulfillment of each of the following conditions precedent (each of which is for the exclusive benefit of Eclipse and may be waived by Eclipse):

(a) all covenants of Northern Vertex under this Agreement to be performed on or before the Effective Time which have not been waived by Eclipse shall have been duly performed by Northern Vertex in all material respects, and Eclipse shall have received a certificate of Northern Vertex, addressed to Eclipse and dated the Effective Time, signed on behalf of Northern Vertex by two executive officers of Northern Vertex (on Northern Vertex's behalf and without personal liability), confirming the same as of the Effective Date;

(b) all representations and warranties of Northern Vertex set forth in this Agreement that are qualified by the expression "Material Adverse Effect" shall be true and correct in all respects, as though made on and as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), and all other representations and warranties made by Northern Vertex in this Agreement that are not so qualified shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except for representations and warranties made as of a specified date the accuracy of which shall be determined as of that specified date); and Eclipse shall have received a certificate of Northern Vertex, addressed to Eclipse and dated the Effective Time, signed on behalf of Northern Vertex by two executive officers of Northern Vertex (on Northern Vertex's behalf and without personal liability), confirming the same as at the Effective Date;

(c) since the date of this Agreement, there shall not have occurred any event, occurrence, development or circumstance that, individually or in the aggregate has had or would reasonably be expected to have a Material Adverse Effect on Northern Vertex;

(d) Northern Vertex shall have delivered evidence satisfactory to Eclipse of the approval of the Arrangement and the listing on the TSXV, subject only to satisfaction of the standard listing conditions, of the Consideration Shares, the Northern Vertex Shares underlying the Replacement Options, the Northern Vertex Shares underlying Eclipse Warrants at the Effective Time, the Northern Vertex Shares underlying the Eclipse RSUs;

(e) Northern Vertex shall have issued the Northern Vertex Replacement RSUs;

(f) Northern Vertex shall have taken all necessary steps to ensure that the board of directors of Northern Vertex following the Effective Date will be composed of seven directors, consisting of the following: Doug Hurst (Chairman), Marcel de Groot; Ken Berry, Jim McDonald, David Farrell, Mike Haworth and Geoff Burns, or, alternatively, such other two nominees of Eclipse and five nominees of Northern Vertex as may be agreed between the Parties;

(g) Northern Vertex shall have taken all necessary steps to ensure that the executive management of Northern Vertex following the Effective Date will include:

Kenneth Berry – President and CEO;

David Splett – CFO;

Michael Allen – Executive Vice-President Corporate Development

Warwick Board – Vice-President Exploration

(h) Northern Vertex shall have complied with its obligations under Section 2.8 and the Depositary shall have confirmed receipt of the Consideration Shares contemplated thereby; and

(i) approval of this Agreement and the Arrangement by the Eclipse Board.

The foregoing conditions will be for the sole benefit of Eclipse and may be waived by it in whole or in part at any time.

6.4 Satisfaction of Conditions

The conditions precedent set out in Sections 6.1, 6.2 and 6.3 shall be conclusively deemed to have been satisfied, waived or released at the Effective Time.

ARTICLE 7
ADDITIONAL AGREEMENTS

7.1 Notice and Cure Provisions

(a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the earlier to occur of the termination of this Agreement and the Effective Time of any event or state of facts which occurrence or failure would, or would be likely to:

(i) cause any of the representations or warranties of any Party contained herein to be untrue or inaccurate in any material respect on the date hereof or at the Effective Time; or

(ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party hereunder prior to the Effective Time; and

(b) Northern Vertex may not exercise its rights to terminate this Agreement pursuant to Section 8.2(a)(iii)(D) and Eclipse may not exercise its right to terminate this Agreement pursuant to Section 8.2(a)(iv)(D) unless the Party intending to rely thereon has delivered a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfilment or the applicable condition or termination right, as the case may be. If any such notice is delivered, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may terminate this Agreement until the expiration of a period of ten business days from such notice, and then only if such matter has not been cured by such date. If such notice has been delivered prior to the making of the application for the Final Order, such application and such filing shall be postponed until the expiry of such period. For greater certainty, in the event that such matter is cured within the time period referred to herein without a Material Adverse Effect, this Agreement may not be terminated as a result of the cured breach.

7.2 Non-Solicitation

(a) Neither Party shall, directly or indirectly, through any officer, director, employee, representative (including any financial or other advisor) or agent of such Party or any of its subsidiaries (collectively, the "**Representatives**"): (i) make, solicit, assist, initiate, promote, facilitate or knowingly encourage (including by way of furnishing information or entering into any form of agreement, arrangement or understanding) the initiation of any inquiries or proposals regarding an Acquisition Proposal; (ii) participate, directly or indirectly, in any discussions or negotiations with any person (other than the other Party or any of its affiliates) regarding, or furnish to any person any information or otherwise co-operate with, respond to, assist or participate in, an Acquisition Proposal; provided, however, a Party may communicate with any person making an Acquisition Proposal for the purpose of advising such person that the Acquisition Proposal could not reasonably be expected to result in a Superior Proposal; (iii) approve, accept, endorse or recommend, or propose publicly to accept, approve, endorse or recommend, any Acquisition Proposal, (iv) accept or enter into or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, understanding, undertaking or arrangement or other contract in respect of an Acquisition Proposal, or requiring it to abandon, terminate or fail to consummate the Arrangement, or providing for the payment of any break, termination or other fees or expenses to any person in relation to an Acquisition Proposal; (v) in the case of Eclipse, make a Change in Recommendation; or (vi) in the case of Eclipse make any public announcement or take any other action inconsistent with the recommendation of the Eclipse Board.

(b) Each Party shall, and shall cause its subsidiaries and Representatives to immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any persons conducted heretofore by it, its subsidiaries or any Representatives with respect to any Acquisition Proposal, and, in connection therewith, such Party will discontinue access to any of its confidential information (and not establish or allow access to any of its confidential information, or any data room, virtual or otherwise) and shall as soon as possible request, to the extent that it is entitled to do so (and exercise all rights it has to require) the return or destruction of all confidential information regarding such Party and its subsidiaries previously provided to any such person or any other person and will request (and exercise all rights it has to require) the destruction of all material including or incorporating or otherwise reflecting any material confidential information regarding such Party and its subsidiaries. Each Party agrees that neither it nor any of its subsidiaries, shall terminate, waive, amend or modify any provision of any existing confidentiality agreement relating to an Acquisition Proposal or any standstill agreement to which it or any of its subsidiaries is a party (it being acknowledged and agreed that the automatic termination of any standstill provisions of any such agreement as the result of the entering into and announcement of this Agreement, pursuant to the express terms of any such agreement, shall not be a violation of this Section 7.2(b)) and each Party undertakes to enforce all standstill, non-disclosure, non- disturbance, non-solicitation and similar covenants that it or any of its subsidiaries have entered into prior to the date hereof.

(c) Notwithstanding Sections 7.2(a) and 7.2(b) and any other provision of this Agreement or of any other agreement between Northern Vertex and Eclipse, if at any time following the date of this Agreement and prior to obtaining the Eclipse Securityholder Approval, a Party receives a *bona fide*, written Acquisition Proposal that did not result from a breach of Section 7.2(a) or 7.2(b) and the board of directors of such Party determines in good faith, after consultation with its financial advisors and outside counsel, constitutes or, if consummated in accordance with its terms (disregarding, for the purposes of any such determination, any term of such Acquisition Proposal that provides for a due diligence investigation), could reasonably be expected to lead to a Superior Proposal, then such Party may, in response to a request made by the party making such Acquisition Proposal provided it is in compliance with Section 7.2(d):

  (i) furnish information with respect to that Party and its subsidiaries to the person making such Acquisition Proposal;

  (ii) enter into, participate, facilitate and maintain discussions or negotiations with, and otherwise cooperate with or assist, the person making such Acquisition Proposal; and/or

  (iii) waive any standstill provision or agreement that would otherwise prohibit such person from making such Acquisition Proposal;

provided that such Party shall not, and shall not allow its Representatives to, disclose any non-public information to such person: (i) if such non-public information has not been previously provided to, or is not concurrently provided to the other Party; and (ii) without entering into a confidentiality agreement with such person containing industry standard terms; provided, however, that any such agreement shall not preclude such person from making a Superior Proposal.

(d) Each Party shall promptly notify the other Party, at first orally and then in writing within 24 hours of receipt of the Acquisition Proposal, of the material terms and conditions thereof, and the identity of the person or persons making the Acquisition Proposal, and shall provide the other Party with a copy of any such proposal, inquiry, offer or request, a copy of any agreement entered into in accordance with Section 7.3 hereof and a copy of any other agreements which relate to the Acquisition Proposal to which it has access, or any amendment to any of the foregoing. The Party receiving the Acquisition Proposal shall thereafter also provide such other details of such proposal, inquiry, offer or request, or any amendment to any of the foregoing, as the other Party may reasonably request and shall keep the other Party fully informed as to the status, including any changes to the material terms, of such proposal, inquiry, offer or request, or any amendment to any of the foregoing, and shall respond promptly to all inquiries from the other Party with respect thereto.

(e) Subject to Section 7.3, (i) at any time following the date of this Agreement and prior to obtaining the Eclipse Securityholder Approval, if Eclipse receives an Acquisition Proposal that did not result from a breach of this Section 7.2 and which the Eclipse Board concludes in good faith constitutes a Superior Proposal, it may, subject to compliance with the procedures set forth in Sections 7.4 and 8.2, terminate this Agreement to enter into a definitive agreement with respect to such Superior Proposal; and (ii) and at any time following the date of this Agreement, if Northern Vertex receives an Acquisition Proposal that did not result from a breach of this Section 7.2 and which the Northern Vertex Board concludes in good faith constitutes a Superior Proposal, it may, subject to compliance with the procedures set forth in Sections 7.4 and 8.2, terminate this Agreement to enter into a definitive agreement with respect to such Superior Proposal.

(f) Nothing contained in this Agreement shall prohibit either Party from taking any action (including, in the case of Eclipse, making a Change in Recommendation) or from making any disclosure to any of its securityholders prior to the Effective Time including, for greater certainty, in the case of Eclipse disclosure of a Change in Recommendation in respect of an Acquisition Proposal, if, in the good faith judgment of such Party, after consultation with outside legal counsel, failure to take such action or make such disclosure would be inconsistent with such board of directors' exercise of its fiduciary duties or such action or disclosure is otherwise required under applicable Law (including by responding to an Acquisition Proposal under a directors' circular or otherwise as required under Securities Laws).

(g) Each Party shall ensure that its officers, directors and employees and its subsidiaries and their officers, directors, employees and any financial advisors or other advisors or representatives retained by it are aware of the provisions of this Section 7.2, and it shall be responsible for any breach of this Section by such officers, directors, employees and any financial advisors or other advisors, agents or representatives.

7.3 Right to Match

(a) Each Party covenants that it will not accept, approve, endorse, recommend or enter into any agreement, understanding or arrangement in respect of a Superior Proposal (other than a confidentiality and standstill agreement permitted by Section 7.2(c)) unless:

(i) the Party receiving such proposal (the "**Receiving Party**") has complied with its obligations under Section 7.2 and has provided the other Party (the "**Responding Party**") with a copy of the Superior Proposal and all related documentation described in Section 7.2(d); and

(ii) a period (the "**Response Period**") of five business days has elapsed from the date that is the later of:

(A) the date on which the Responding Party receives written notice from the Receiving Party that it has determined, subject only to compliance with this Section 7.3, to accept, approve, endorse, recommend or enter into a binding agreement to proceed with such Superior Proposal; and

(B) the date the Responding Party receives a copy of the Superior Proposal and all related documents described in Section 7.2(d).

(b) During the Response Period, the Responding Party will have the right, but not the obligation, to offer to amend this Agreement and the Plan of Arrangement, including modification of the consideration. The Receiving Party shall review any such offer by the Responding Party to amend this Agreement and the Plan of Arrangement to determine in good faith whether the Acquisition Proposal to which the Responding Party is responding would continue to be a Superior Proposal when assessed against the Arrangement as it is proposed in writing by the Responding Party to be amended. If the Receiving Party determines that the Acquisition Proposal no longer constitutes a Superior Proposal, when assessed against this Agreement and the Plan of Arrangement as they are proposed to be amended by the Responding Party, the Receiving Party will cause it to enter into an amendment to this Agreement with the Responding Party incorporating the amendments to the Agreement and Plan of Arrangement as set out in the written offer to amend, and will promptly reaffirm its recommendation of the Arrangement by the prompt issuance of a press release to that effect. If the Receiving Party determines that the Acquisition Proposal continues to be a Superior Proposal, it may recommend that holders of its securities accept such Superior Proposal provided that before doing so it terminates this Agreement and pays the Termination Fee pursuant to Section 8.2(a)(iv)(B) or Section 8.2(a)(iii)(B), as applicable, in order to accept or enter into an agreement, understanding or arrangement to proceed with the Superior Proposals.

(c) Each successive amendment to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the holders of the Receiving Party's securities shall constitute a new Acquisition Proposal for the purposes of this Section 7.3 and the Responding Party shall be afforded a new Response Period and the rights afforded in Section 7.3(b) in respect of each such Acquisition Proposal.

(d) Where at any time within ten days before the Eclipse Meeting Eclipse has provided Northern Vertex with a notice under Section 7.3(a)(i) hereof, an Acquisition Proposal has been publicly disclosed or announced, and the Response Period has not elapsed, then, subject to applicable Laws, at Northern Vertex's request, Eclipse will postpone or adjourn the Eclipse Meeting to a date acceptable to Northern Vertex, acting reasonably, which shall not be later than ten days after the scheduled date of the Eclipse Meeting and shall, in the event that the Parties amend the terms of this Agreement pursuant to Section 7.3(b), ensure that the details of such amended Agreement are communicated to the shareholders of Eclipse prior to the resumption of the adjourned meeting.

7.4 Expenses and Termination Fees

(a) Except as otherwise provided herein, all fees, costs and expenses incurred in connection with this Agreement and the Plan of Arrangement shall be paid by the Party incurring such fees, costs or expenses.

(b) If an Eclipse Termination Fee Event occurs, Eclipse shall pay Northern Vertex (by wire transfer of immediately available funds) the Termination Fee, and if a Northern Vertex Termination Fee Event occurs, Northern Vertex shall pay Eclipse (by wire transfer of immediately available funds) the Termination Fee.

(c) For the purposes of this Agreement, "**Termination Fee**" means $2,000,000, except if (i) a Termination Fee is payable by Northern Vertex pursuant to Section 7.4(b) following a Northern Vertex Termination Event described in paragraph 7.4(e)(ii) or 7.4(e)(iii), and (ii) the Eclipse Financing has closed, in which case, "**Termination Fee**" means $2,600,000.

(d) For the purposes of this Agreement, "**Eclipse Termination Fee Event**" means the termination of this Agreement:

(i) by Northern Vertex pursuant to Section 8.2(a)(iii)(A) *[Change in Recommendation]*, except where the Change in Recommendation which has led to the termination pursuant to Section 8.2(a)(iii)(A) was made solely because the Eclipse Board, acting in good faith, determined that a change, effect, event or occurrence had taken place that constituted a Material Adverse Effect on Northern Vertex and that, as a consequence, it would be inconsistent with the Eclipse Board's fiduciary obligations to continue to recommend that Eclipse Securityholders vote in favour of the Arrangement;

(ii) by Northern Vertex pursuant to Section 8.2(a)(iii)(E) *[Breach of Non-Solicitation];*

(iii) by Northern Vertex pursuant to Section 8.2(a)(iii)(G) *[Superior Proposal];*

(iv) by Eclipse pursuant to Section 8.2(a)(iv)(B) *[Superior Proposal];* or

(v) by either Party pursuant to Section 8.2(a)(ii)(C) *[Eclipse Securityholder Approval]* if, in either case, prior to the earlier of the termination of this Agreement or the holding of the Eclipse Meeting, a *bona fide* Acquisition Proposal, or the intention to make an Acquisition Proposal, with respect to Eclipse shall have been made to Eclipse or publicly announced by any person (other than Northern Vertex or any of its affiliates) and not withdrawn prior to the Eclipse Meeting and within 12 months following the date of such termination:

(A) the announced Acquisition Proposal is consummated by Eclipse; or

(B) Eclipse and/or one or more of its subsidiaries enters into a definitive agreement in respect of, or the Eclipse Board approves or recommends, any Acquisition Proposal which is subsequently consummated at any time thereafter;

provided that, for the purposes of this Section 7.4(d)(v) all references to "20%" in the definition of "Acquisition Proposal" shall be deemed to be references to "50%".

(e) For the purposes of this Agreement, "**Northern Vertex Termination Fee Event**" means the termination of this Agreement:

(i) by Eclipse pursuant to Section 8.2(a)(iv)(D) *[Breach of Non-Solicitation];*

(ii) by Eclipse pursuant to Section 8.2(a)(iv)(F) *[Superior Proposal];or*

(iii) by Northern Vertex pursuant to Section 8.2(a)(iii)(B) *[Superior Proposal]*.

(f) If an Eclipse Termination Fee Event described in any of Sections 7.4(d)(i), (ii), (iii) or (iv) occurs, the Termination Fee shall be payable simultaneously by Eclipse to Northern Vertex with the occurrence of such Eclipse Termination Fee Event. If an Eclipse Termination Fee Event described in Section 7.4(d)(v) occurs, the Termination Fee shall be payable by Eclipse to Northern Vertex within two business days following the closing of the applicable transaction referred to therein.

(g) If a Northern Vertex Termination Fee Event described in any of Sections 7.4(e)(i), (ii), (iii) occurs, the Termination Fee shall be payable simultaneously by Northern Vertex to Eclipse with the occurrence of such Northern Vertex Termination Fee Event.

(h) Each of the Parties acknowledges that the agreements contained in this Section 7.4 are an integral part of the transactions contemplated in this Agreement and that, without those agreements, the Parties would not enter into this Agreement. Each Party acknowledges that all of the payment amounts set out in this Section 7.4 are payments of liquidated damages which are a genuine pre-estimate of the damages, which the Party entitled to such damages will suffer or incur as a result of the event giving rise to such payment and the resultant termination of this Agreement and are not penalties. Each Party irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. For greater certainty, each Party agrees that, upon any termination of this Agreement under circumstances where a Party is entitled to the Termination Fee and such Termination Fee is paid in full, such Party shall be precluded from any other remedy against the other Party at law or in equity or otherwise (including, without limitation, an order for specific performance), and shall not seek to obtain any recovery, judgment, or damages of any kind, including consequential, indirect, or punitive damages, against the other Party or any of its subsidiaries or any of their respective directors, officers, employees, partners, managers, members, shareholders or affiliates in connection with this Agreement or the transactions contemplated hereby;

(i) Nothing in this Section 7.4 shall relieve or have the effect of relieving any Party in any way from liability for damages incurred or suffered by a Party as a result of an intentional or wilful breach of this Agreement;

(j) Nothing in this Section 7.4 shall preclude a Party from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or otherwise to obtain specific performance of any such covenants or agreements, without the necessity of posting bond or security in connection therewith; and

(k) In no event shall a Party be obligated to pay to the other Party an amount in respect of the termination of this Agreement that is, in aggregate, in excess of the Termination Fee and the Termination Fee shall, in any case, only be paid once by a Party.

7.5 Access to Information;

(a) From the date hereof until the earlier of the Effective Time and the termination of this Agreement, subject to compliance with applicable Law and the terms of any existing Contracts, Eclipse shall, and shall cause its subsidiaries and their respective officers, directors, employees, independent auditors, accounting advisers and agents to, afford to Northern Vertex and to the officers, employees, agents and Representatives of Northern Vertex such access as Northern Vertex may reasonably require at all reasonable times, including for the purpose of conducting due diligence and facilitating integration business planning, to their officers, employees, agents, properties, books, records and Contracts, and shall furnish Northern Vertex with all data and information as Northern Vertex may reasonably request.

(b) From the date hereof until the earlier of the Effective Time and the termination of this Agreement, subject to compliance with applicable Law and the terms of any existing Contracts, Northern Vertex shall, and shall cause its subsidiaries and their respective officers, directors, employees, independent auditors, accounting advisers and agents to, afford to Eclipse and to the officers, employees, agents and Representatives of Eclipse such access as Eclipse may reasonably require at all reasonable times, including for the purpose of conducting due diligence and facilitating integration business planning, to their officers, employees, agents, properties, books, records and Contracts, and shall furnish Eclipse with all data and information as Eclipse may reasonably request.

7.6 Insurance and Indemnification

(a) Northern Vertex will, or will cause Eclipse and its subsidiaries to, maintain in effect without any reduction in scope or coverage for six years from the Effective Date customary policies of directors' and officers' liability insurance providing protection no less favourable to the protection provided by the policies maintained by Eclipse and its subsidiaries which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date; provided, however, that Northern Vertex acknowledges and agrees that prior to the Effective Date, Eclipse may, in the alternative, purchase run off directors' and officers' liability insurance for a period of up to six years from the Effective Date with the prior written consent of Northern Vertex; provided that the premium for any such extension or run off insurance coverage will not exceed 200% of the annual premium of Eclipse's existing directors' and officers' insurance policy.

(b) Northern Vertex agrees that after the Effective Date it shall cause Eclipse to directly honour all rights to indemnification or exculpation now existing in favour of present and former officers and directors of Eclipse and its subsidiaries and acknowledges that such rights shall survive the completion of the Plan of Arrangement and shall continue in full force and effect.

(c) The provisions of this Section 7.6 are intended for the benefit of, and shall be enforceable by, each insured or indemnified person, his or her heirs and his or her legal representatives and, for such purpose, Eclipse hereby confirms that it is acting as agent and trustee on their behalf.

ARTICLE 8
TERM, TERMINATION, AMENDMENT AND WAIVER

8.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms.

8.2 Termination

(a) This Agreement, other than Section 7.4 hereof, may be terminated and the Arrangement may be abandoned at any time prior to the Effective Time (notwithstanding any approval of this Agreement or the Arrangement Resolution by Eclipse Securityholders or the approval of the Arrangement by the Court):

(i) by mutual written agreement of Eclipse and Northern Vertex; or

(ii) by either Eclipse or Northern Vertex, if:

(A) the Effective Time shall not have occurred on or before the Outside Date, except that the right to terminate this Agreement under this Section 8.2(a)(ii)(A) shall not be available to any Party whose failure to fulfill any of its obligations or whose breach of any of its representations and warranties under this Agreement has been the cause of, or directly resulted in, the failure of the Effective Time to occur by such Outside Date;

(B) after the date hereof, there shall be enacted or made any applicable Law that makes consummation of the Arrangement illegal or otherwise prohibited or enjoins Eclipse or Northern Vertex from consummating the Arrangement and such applicable Law (if applicable) or enjoinment shall have become final and non-appealable; or

(C) the Arrangement Resolution shall have failed to obtain Eclipse Securityholder Approval at the Eclipse Meeting (including any adjournment or postponement thereof) in accordance with the Interim Order; or

(iii) by Northern Vertex, if:

(A) Eclipse Board makes a Change in Recommendation;

(B) Northern Vertex enters into a legally binding agreement with respect to a Superior Proposal, provided that concurrently with such termination, Northern Vertex pays the Termination Fee payable pursuant to Section 7.4;

(C) any of the conditions set forth in Section 6.1 or Section 6.2 is not satisfied, and such condition is incapable of being satisfied by the Outside Date; provided that Northern Vertex is not then in breach of this Agreement so as to cause any of the conditions set forth in Section 6.1 or 6.2 not to be satisfied;

(D) subject to Section 7.1, a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Eclipse set forth in this Agreement (other than as set forth in Section 7.2) shall have occurred that would cause the conditions set forth in Section 6.1 or Section 6.2 not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date; provided that Northern Vertex is not then in breach of this Agreement so as to cause any of the conditions set forth in Section 6.1 or Section 6.3 not to be satisfied;

(E) Eclipse is in breach or in default of any of its obligations or covenants set forth in Section 7.2 other than an immaterial breach of Eclipse's obligation under Section 7.2 to provide notice of an Acquisition Proposal to Northern Vertex within a prescribed period;

(F) the Eclipse Meeting has not occurred on or before February 28, 2021, provided that the right to terminate this Agreement pursuant to this Section 8.2(a)(iii)(F) shall not be available to Northern Vertex if the failure by Northern Vertex to fulfil any obligation hereunder is the cause of, or results in, the failure of the Eclipse Meeting to occur on or before such date; or

(G) Eclipse enters into a legally binding agreement relating to a Superior Proposal;

(iv) by Eclipse, if:

(A) [Intentionally Deleted]

(B) Eclipse enters into a legally binding agreement with respect to a Superior Proposal; provided that concurrently with such termination, Eclipse pays the Termination Fee payable pursuant to Section 7.4;

(C) any of the conditions set forth in Section 6.1 or Section 6.3 is not satisfied, and such condition is incapable of being satisfied by the Outside Date; provided that Eclipse is not then in breach of this Agreement so as to cause any of the conditions set forth in Sections 6.1 or 6.3 not to be satisfied;

(D) subject to Section 7.1, a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Northern Vertex set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.1 or Section 6.3 not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date; provided that Eclipse is not then in breach of this Agreement so as to cause any of the conditions set forth in Section 6.1 or Section 6.2 not to be satisfied;

(E) Northern Vertex is in breach or in default of any of its obligations or covenants set forth in Section 7.2 other than an immaterial breach of Northern Vertex's obligation under Section 7.2 to provide notice of an Acquisition Proposal to Eclipse within a prescribed period; or

(F) Northern Vertex enters into a legally binding agreement relating to a Superior Proposal.

(b) The Party desiring to terminate this Agreement pursuant to this Section 8.2 (other than pursuant to Section 8.2(a)(i)) shall give prompt written notice of such termination to the other Party.

(c) If this Agreement is terminated pursuant to this Section 8.2, this Agreement shall become void and of no effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to the other Party hereto, except as otherwise expressly contemplated hereby, and provided that the provisions of this Section 8.2(c) and Sections 7.4, 7.5(c), 9.1, 9.3, 9.6 and 9.7 shall survive any termination hereof pursuant to Section 8.2(a); provided further that neither the termination of this Agreement nor anything contained in this Section 8.2 shall relieve a Party from any liability arising prior to such termination.

8.3 Amendment

This Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Eclipse Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, and any such amendment may, subject to the Interim Order and the Final Order and applicable Law, without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; and/or

(d) waive compliance with or modify any mutual conditions precedent herein contained.

8.4 Waiver

Any Party may:

(a) extend the time for the performance of any of the obligations or acts of the other Party;

(b) waive compliance, except as provided herein, with any of the other Party's agreements or the fulfilment of any conditions to its own obligations contained herein; or

(c) waive inaccuracies in any of the other Party's representations or warranties contained herein or in any document delivered by the other Party;

provided, *however*, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

ARTICLE 9
GENERAL PROVISIONS

9.1 Privacy

Each Party shall comply with applicable privacy Laws in the course of collecting, using and disclosing personal information about an identifiable individual (the "**Transaction Personal Information**"). Neither Party shall disclose Transaction Personal Information to any person other than to its advisors who are evaluating and advising on the transactions contemplated by this Agreement. If the Arrangement is consummated, neither Party shall, following the Effective Date, without the consent of the individuals to whom such Transaction Personal Information relates or as permitted or required by applicable Law, use or disclose Transaction Personal Information:

(a) for purposes other than those for which such Transaction Personal Information was collected prior to the Effective Date; and

(b) which does not relate directly to the carrying on the business of such Party or to the carrying out of the purposes for which the transactions contemplated by this Agreement were implemented.

Each Party shall protect and safeguard the Transaction Personal Information against unauthorized collection, use or disclosure. Each Party shall cause its advisors to observe the terms of this Section and to protect and safeguard Transaction Personal Information in their possession. If this Agreement shall be terminated, each Party shall promptly deliver to other Party all Transaction Personal Information in its possession or in the possession of any of its advisors, including all copies, reproductions, summaries or extracts thereof.

9.2 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or e-mail transmission, or as of the following business day if sent by prepaid overnight courier, to the Parties at the following addresses (or at such other addresses as shall be specified by any Party by notice to the other given in accordance with these provisions):

(a) if to Northern Vertex:

1650-1075 West Georgia Street

Vancouver, BC V6E 3C9

Attention: Kenneth Berry, President and Chief Executive Officer
Email: ken@northernvertex.com

with a copy (which shall not constitute notice) to:

Maxis Law Corporation
Suite 910, 800 West Pender Street
Vancouver, BC V6C 2V6

Attention: Morgan Hay
Email: mhay@maxislaw.com

(b) if to Eclipse:

1400-400 Burrard Street
Vancouver, BC V6C 3A6

Attention: Michael Allen, President and Chief Executive Officer
Email: mallen@eclipsegoldmining.com

with a copy (which shall not constitute notice) to:

DuMoulin Black LLP
595 Howe St 10th floor,
Vancouver, BC V6C 2T5

Attention: David Gunasekera
Email: dgunasekera@dumoulinblack.com

9.3 Governing Law; Waiver of Jury Trial

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement and waives any defences to the maintenance of an action in the Courts of the Province of British Columbia. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

9.4 Injunctive Relief

Subject to Section 7.4(f), the Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions and other equitable relief to prevent breaches of this Agreement, any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief hereby being waived.

9.5 Time of Essence

Time shall be of the essence in this Agreement.

9.6 Entire Agreement, Binding Effect and Assignment

This Agreement (including the exhibits and schedules hereto, the Eclipse Disclosure Letter and the Northern Vertex Disclosure Letter) constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, between the Parties, or any of them, with respect to the subject matter hereof and thereof and, except as expressly provided herein, this Agreement is not intended to and shall not confer upon any person other than the Parties any rights or remedies hereunder. Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either of the Parties without the prior written consent of the other Party. This Agreement shall be binding on and shall enure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement supersedes and replaces the letter of intent between Northern Vertex and Eclipse dated November 23, 2020, which is hereby terminated and of no further for or effect. Notwithstanding the foregoing the mutual confidentiality agreement dated June 9, 2020 between Northern Vertex and Eclipse shall remain in effect and be deemed to be incorporated herein.

9.7 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and 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. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

9.8 Counterparts, Execution

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

9.9 Language

The Parties expressly acknowledge that they have requested that this Agreement and all ancillary and related documents thereto be drafted in the English language only. Les parties aux présentes reconnaissent avoir exigé que la présente entente et tous les documents qui y sont accessoires soient rédigés en anglais seulement.

IN WITNESS WHEREOF Northern Vertex and Eclipse have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

NORTHERN VERTEX MINING CORP.

"*Kenneth Berry*"

By: ______________________________
Kenneth Berry
President and Chief Executive Officer

ECLIPSE GOLD MINING CORPORATION

"*Michael G. Allen*"

By: ______________________________
Michael G. Allen
President and Chief Executive Officer

MAVERIX METALS INC.

"*C. Warren Beil*"

By: ______________________________
Name: C. Warren Beil
Title: General Counsel

SCHEDULE A

TO THE ARRANGEMENT AGREEMENT

PLAN OF ARRANGEMENT UNDER SECTION 288 OF THE

BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the meanings ascribed to them below:

"**affiliate**" has the meaning ascribed thereto in the *Securities Act* (British Columbia);

"**Arrangement**" means the arrangement under section 288 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto in accordance with Section 8.3 of the Arrangement Agreement or Section 6.1 hereof or at the direction of the Court in the Final Order with the prior written consent of Eclipse and Northern Vertex, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement dated December 4, 2020 among Northern Vertex, Eclipse and Maverix together with the disclosure letters referenced therein, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;

"**Arrangement Resolution**" means the special resolution of Eclipse Securityholders approving the Arrangement to be considered at the Eclipse Meeting, substantially in the form and content of Schedule B to the Arrangement Agreement;

"**BCBCA**" means the *Business Corporations Act* (British Columbia);

"**Business Day**" means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Vancouver, British Columbia;

"**Consideration**" means the consideration to be received by existing Eclipse Shareholders (including holders of Subscription Receipt Eclipse Shares) pursuant to this Plan of Arrangement for their Eclipse Shares, consisting of 1.09 of a Northern Vertex Share for each Eclipse Share;

"**Continuing Person**" shall have the meaning ascribed thereto in Section 3.1(i);

"**Court**" means the Supreme Court of British Columbia;

"**Departing Person**" shall have the meaning ascribed thereto in Section 3.1 (i);

"**Depositary**" means any trust company, bank or financial institution agreed to in writing between Northern Vertex and Eclipse for the purpose of, among other things, exchanging certificates representing Eclipse Shares for certificates representing the Consideration in connection with the Arrangement;

“**Dissent Rights**” shall have the meaning ascribed thereto in Section 4.1 hereof;

“**Dissenting Shareholder**” means a registered holder of Eclipse Shares who has duly and validly exercised their Dissent Rights in strict compliance with the dissent procedures set out under Division 2 of Part 8 of the BCBCA, as modified by Section 4.1 hereof, the Interim Order and the Final Order and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

“**DRS**” shall have the meaning ascribed thereto in Section 3.2 hereof;

“**Eclipse**” means Eclipse Gold Mining Corporation;

“**Eclipse Meeting**” means the special meeting of Eclipse Securityholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution;

“**Eclipse Option In-The Money Amount**” in respect of an Eclipse Option means the amount, if any, by which the total fair market value (determined immediately before the Effective Time) of Eclipse Shares that a holder is entitled to acquire on exercise of the Eclipse Option immediately before the Effective Time exceeds the amount payable to acquire such shares;

“**Eclipse Optionholder**” means the holders of Eclipse Options;

“**Eclipse Options**” means the outstanding options to purchase Eclipse Shares granted under Eclipse Stock Option Plan;

"**Eclipse RSU Plan**" means the restricted share plan of Eclipse dated October 29, 2019, as amended on February 5, 2020;

"**Eclipse RSUs**" means the outstanding restricted share rights to acquire Eclipse Shares granted under the Eclipse RSU Plan;

“**Eclipse Securityholders**” means Eclipse Shareholders and Eclipse Optionholders;

“**Eclipse Shareholder**” means a holder of Eclipse Shares;

“**Eclipse Shares**” means the common shares of Eclipse, as currently constituted;

“**Eclipse Stock Option Plan**” means the stock option plan of Eclipse dated October 29, 2019, as amended on February 5, 2020;

“**Eclipse Subscription Receipts**” means the subscription receipts of Eclipse under the Eclipse Subscription Receipt Financing, with each Eclipse Subscription Receipt converting into one divided by the Exchange Ratio of an Eclipse Share;

“**Eclipse Subscription Receipt Financing**” means the sale of the Eclipse Subscription Receipts by Eclipse at the Purchase Price to raise minimum gross proceeds of $20,000,000;

“**Effective Date**” means the date upon which the Arrangement becomes effective as set out in the Arrangement Agreement;

“**Effective Time**” means 12:01 a.m. (Vancouver time) on the Effective Date;

"**Escrow Agent**" means any trust company, bank or financial institution agreed to in writing between Northern Vertex and Eclipse for the purpose of acting as escrow agent in connection with the Eclipse Subscription Receipt Financing;

"**Escrow Agreement**" means the escrow agreement entered into by Eclipse and the Escrow Agent in connection with the Eclipse Subscription Receipt Financing;

"**Escrowed Proceeds**" means the aggregate gross proceeds of the Eclipse Subscription Receipt Financing, which shall be equal to the aggregate number of Eclipse Subscription Receipts issued in the Eclipse Subscription Receipt Financing multiplied by the Purchase Price which Escrowed Proceeds will be deposited into escrow with the Escrow Agent and released in accordance the terms of the Escrow Agreement and the Plan of Arrangement;

"**Exchange Ratio**" means 1.09;

"**Final Order**" means the final order of the Court pursuant to section 291 of the BCBCA, approving the Arrangement, in form and substance acceptable to Eclipse and Northern Vertex, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of the Parties at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both Eclipse and Northern Vertex, each acting reasonably) on appeal;

"**final proscription date**" shall have the meaning ascribed thereto in Section 5.5 hereof;

"**Former Eclipse Shareholders**" means the holders of Eclipse Shares immediately prior to the Effective Time;

"**Former Eclipse Subscription Receipt Holders**" means the holders of Eclipse Subscription Receipts immediately prior to the Effective Time;

"**Interim Order**" means the interim order of the Court, to be issued following the application therefor contemplated by Section 2.2(a) of the Arrangement Agreement, in form and substance acceptable to Eclipse and Northern Vertex, each acting reasonably, providing for, among other things, the calling and holding of the Eclipse Meeting, as the same may be affirmed, amended, modified, supplemented or varied by the Court with the consent of Eclipse and Northern Vertex, each acting reasonably;

"**Maverix**" means Maverix Metals Inc.

"**Northern Vertex**" means Northern Vertex Mining Corp.;

"**Northern Vertex Shares**" means the common shares of Northern Vertex as currently constituted;

"**Northern Vertex Stock Option Plan**" means the stock option plan of Northern Vertex dated November 7, 2011 and last adopted by Northern Vertex shareholders on December 11, 2019, as amended;

"**Northern Vertex Warrants"** means the 19,511,041 share purchase warrants held by Maverix each exercisable into one Northern Vertex Warrant Share at the Warrant Exercise Price until December 12, 2020;

"**Northern Vertex Warrant Shares**" means the 19,511,041 Northern Vertex Shares to be issued to

Maverix upon the exercise of the Northern Vertex Warrants;

"**Parties**" means, Eclipse and Northern Vertex and "**Party**" means any of them;

"**Plan of Arrangement**" means this plan of arrangement and any amendments or variations hereto made in accordance with Section 8.3 of the Arrangement Agreement or Section 6.1 of this Plan of Arrangement or at the direction of the Court;

"**Purchase Price**" means the price per Eclipse Subscription Receipt sold in the Eclipse Subscription Receipt Financing;

"**Replacement Option In-The Money Amount**" in respect of a Replacement Option means the amount, if any, by which the total fair market value (determined immediately after the Effective Time) of the Northern Vertex Shares that a holder is entitled to acquire on exercise of the Replacement Option at and from the Effective Time exceeds the amount payable to acquire such shares;

"**Replacement Option**" means an option or right to purchase Northern Vertex Shares granted by Northern Vertex in exchange for the Eclipse Options pursuant to this Plan of Arrangement;

"**Subscription Receipt Eclipse Share**" shall have the meaning ascribed thereto in Section 3.1(c) hereof;

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time;

"**Transmittal Letter**" means the letter of transmittal sent to holders of Eclipse Shares for use in connection with the Arrangement;

"**U.S. Exchange Act**" means the *United States Securities Exchange Act of 1934*, as amended, and the rules and regulations promulgated hereunder;

"**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended, and the rules and regulations promulgated hereunder;

"**U.S. Tax Code**" means the United States Internal Revenue Code of 1986, as amended; and

"**Warrant Exercise Price**" means $0.40 per Northern Vertex Warrant Share.

In addition, words and phrases used herein and defined in the BCBCA and not otherwise defined herein shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into articles, sections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any instrument supplementary or ancillary hereto. Unless the contrary intention appears, references in this Plan of Arrangement to an Article or Section, by number or letter or both refer to the Article or Section, respectively, bearing that designation in this Plan of Arrangement.

1.3 Number, Gender and Persons

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter and the word person and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof) and any other entity or group of persons of any kind or nature whatsoever.

1.4 Date for any Action

If the date on which any action is required to be taken hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Statutory References

Any reference in this Plan of Arrangement to a statute includes all rules and regulations made or promulgated thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

1.6 Currency

Unless otherwise stated, all references herein to amounts of money are expressed in lawful money of Canada.

1.7 Governing Law

This Plan of Arrangement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

1.8 Binding Effect

This Plan of Arrangement will become effective at the Effective Time and shall be binding upon Northern Vertex, Eclipse, Maverix, Eclipse Shareholders and Eclipse Optionholders.

ARTICLE 2 ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, and is subject to the provisions of, the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein.

ARTICLE 3 ARRANGEMENT

3.1 Arrangement

At the Effective Time, the following shall occur and shall be deemed to occur sequentially in the following order without any further act or formality:

(a) each Eclipse Share held by a Dissenting Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to Eclipse and Eclipse shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Article 4 hereof, and: (i) the name of such holder shall be removed from the central securities register as a holder of Eclipse Shares and such Eclipse Shares shall be cancelled and cease to be outstanding; and (ii) such Dissenting Shareholders will cease to have any rights as Eclipse Shareholders other than the right to be paid the fair value for their Eclipse Shares by Eclipse;

(b) Maverix shall be deemed to have transferred to Eclipse the Northern Vertex Warrant Shares in exchange for that amount in cash equal to the number of Northern Vertex Warrant Shares multiplied by the Purchase Price (the "**Warrant Proceeds**") (to be paid to Maverix pursuant to Section 3.1(e));

(c) each Eclipse Subscription Receipt shall be deemed to be converted into one divided by the Exchange Ratio of an Eclipse Share (a "**Subscription Receipt Eclipse Share**") in accordance with the terms of the Eclipse Subscription Receipts;

(d) each Eclipse Share (other than an Eclipse Share held by a Dissenting Shareholder or an Eclipse Share held by Northern Vertex or any subsidiary of Northern Vertex) and each Subscription Receipt Eclipse Share shall be deemed to be transferred to Northern Vertex and, in consideration therefor, Northern Vertex shall issue the Consideration for each Eclipse Share (other than an Eclipse Share held by a Dissenting Shareholder or an Eclipse Share held by Northern Vertex or any subsidiary of Northern Vertex) and each Subscription Receipt Eclipse Share, subject to Section 3.3 and Article 5;

(e) the Escrowed Proceeds shall be released from escrow with: (i) the Warrant Proceeds released to Maverix (as satisfaction for the payment described in Section 3.1(b)) and (ii) the remainder of the Escrowed Proceeds released to Eclipse;

(f) each Eclipse Option outstanding immediately prior to the Effective Time (whether vested or unvested) shall be exchanged for an option (each a "**Replacement Option**") to acquire from Northern Vertex, other than as provided herein, the number of Northern Vertex Shares equal to the product of: (A) the number of Eclipse Shares subject to such Eclipse Option immediately prior to the Effective Time; multiplied by (B) the Exchange Ratio, provided that, if the foregoing would result in the issuance of a fraction of a Northern Vertex Share on any particular exercise of Replacement Options, then the number of Northern Vertex Shares otherwise issued shall be rounded down to the nearest whole number of Northern Vertex Shares. The exercise price per Northern Vertex Share subject to a Replacement Option shall be an amount equal to the quotient of: (A) the exercise price per Eclipse Share subject to each such Eclipse Option immediately before the Effective Time; divided by (B) the Exchange Ratio, provided that the aggregate exercise price payable on any particular exercise of Replacement Options shall be rounded up to the nearest whole cent. It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to the exchange of an Eclipse Option for a Replacement Option. Therefore, in the event that the Replacement Option In-The Money Amount in respect of a Replacement Option exceeds the Eclipse Option In-The Money Amount in respect of the Eclipse Option for which it is exchanged, the exercise price of the Replacement Option at and after the Effective Time will be adjusted accordingly with effect at and from the Effective Time to ensure that the Replacement Option In-The Money Amount in respect of the Replacement Option does not exceed the Eclipse Option In-The Money Amount in respect of the Eclipse Option and the ratio of the amount payable to acquire such shares to the value of such shares to be acquired shall be unchanged. For any individual that is continuing as a director, employee or consultant (a "Continuing Person"), all other terms and conditions of the Replacement Options, including the term to expiry, will be the same as the Eclipse Option for which it was exchanged, provided that each Replacement Option issued to a Continuing Person shall be governed by and be subject to the terms of the Northern Vertex Stock Option Plan and the agreement evidencing the grant of such Replacement Option. Any Replacement Options that are held by a person who ceases to hold office or be employed or engaged by Northern Vertex or Eclipse (a "Departing Person") shall continue to be subject to the terms of the Eclipse Stock Option Plan and shall terminate in accordance with the terms of Eclipse Stock Option Plan. Certificates evidencing the Replacement Options will be issued to each Continuing Person and no certificates evidencing Replacement Options will be issued to Departing Persons; and

(g) each Eclipse Warrant shall be adjusted in accordance with the terms of the applicable warrant, agreement or warrant certificate such that, following the Effective Time, (i) such Eclipse Warrant shall be exercisable to acquire from Northern Vertex, other than as provided herein, the number of Northern Vertex Shares equal to the product of: (A) the number of Eclipse Shares subject to such Eclipse Warrant immediately prior to the Effective Time; multiplied by (B) the Exchange Ratio, provided that, if the foregoing would result in the issuance of a fraction of a Northern Vertex Share on any particular exercise of such Eclipse Warrant, then the number of Northern Vertex Shares otherwise issued shall be rounded down to the nearest whole number of Northern Vertex Shares; and (ii) the exercise price per Northern Vertex Share subject to such Eclipse Warrant shall be an amount equal to the quotient of: (A) the exercise price per Eclipse Share subject to each such Eclipse Warrant immediately before the Effective Time; divided by (B) the Exchange Ratio, provided that the aggregate exercise price payable on any particular exercise of such Eclipse Warrant shall be rounded up to the nearest whole cent.

3.2 Effective Time Procedures

Following the receipt of the Final Order and prior to the Effective Date, Northern Vertex shall deliver or arrange to be delivered to the Depositary certificates or direct registration ("**DRS**") advice-statements representing the Northern Vertex Shares required to be issued to Former Eclipse Shareholders and Former Eclipse Subscription Receipt Holders in accordance with the provisions of Section 3.1, which certificates or DRS advice-statements shall be held by the Depositary as agent and nominee for such Former Eclipse Shareholders and Former Eclipse Subscription Receipt Holders for distribution to such Former Eclipse Shareholders and Former Eclipse Subscription Receipt Holders in accordance with the provisions of Article 5.

Subject to the provisions of Article 5, and upon return of a properly completed Transmittal Letter by a registered Former Eclipse Shareholder together with certificates representing Eclipse Shares and such other documents as the Depositary may require, Former Eclipse Shareholders shall be entitled to receive delivery of certificates or DRS advice-statements representing the Northern Vertex Shares to which they are entitled pursuant to Section 3.1.

Subject to the provisions of Article 5, Former Eclipse Subscription Receipt Holders shall be entitled to receive delivery of certificates or DRS advice-statements representing the Northern Vertex Shares to which they are entitled pursuant to Section 3.1.

3.3 Northern Vertex Shares

(a) No fractional Northern Vertex Shares shall be issued to Former Eclipse Shareholders. The number of Northern Vertex Shares to be issued to Former Eclipse Shareholders shall be rounded down to the nearest whole Northern Vertex Share in the event that a Former Eclipse Shareholder is entitled to a fractional share representing less than a whole Northern Vertex Share; and

(b) All Northern Vertex Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for the purposes of the BCBCA.

ARTICLE 4 DISSENT RIGHTS

4.1 Dissent Rights

Registered Eclipse Shareholders (other than Northern Vertex and its affiliates) may exercise dissent rights with respect to Eclipse Shares held by such Dissenting Shareholders ("**Dissent Rights**") in connection with the Arrangement pursuant to and in the manner set forth in Division 2 of Part 8 of the BCBCA, as modified by the Interim Order, the Final Order and this Section 4.1; provided that the written notice setting forth the objection of such registered Eclipse Shareholder to the Arrangement Resolution must be received by Eclipse not later than 5:00 p.m. (Vancouver time) on the day that is two Business Days immediately preceding the date of the Eclipse Meeting (as it may be adjourned or postponed from time to time). Each Dissenting Shareholder who duly exercises its Dissent Rights in accordance with this Section 4.1, shall be deemed to have transferred all Eclipse Shares held by such Dissenting Shareholder and in respect of which Dissent Rights have been validly exercised, to Eclipse, free and clear of all Liens, as provided in Section 3.1(a) and if such Dissenting Shareholder:

(a) is ultimately entitled to be paid fair value for its Eclipse Shares, such Dissenting Shareholder: (i) shall be deemed not to have participated in the transactions in Article 3 (other than Section 3.1(a)); (ii) will be entitled to be paid the fair value of such Eclipse Shares by Eclipse, which fair value, notwithstanding anything to the contrary contained in section 245 of the BCBCA, shall be determined as of the close of business on the Business Day immediately preceding the date on which the Arrangement Resolution was adopted; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement if such Dissenting Shareholder had not exercised its Dissent Rights in respect of such Eclipse Shares; or

(b) ultimately is not entitled, for any reason, to be paid fair value for such Eclipse Shares, such Dissenting Shareholder shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Eclipse Shares and shall be entitled to receive only the Consideration contemplated by Section 3.1(d) that such Dissenting Shareholder would have received pursuant to the Arrangement if such Dissenting Shareholder had not exercised its Dissent Rights.

4.2 Recognition of Dissenting Holders

In no circumstances shall Northern Vertex, Eclipse or any other person be required to recognize a person exercising Dissent Rights unless such person is the registered holder of Eclipse Shares in respect of which such Dissent Rights are purported to be exercised.

For greater certainty, in no case shall Northern Vertex, Eclipse or any other person be required to recognize any Dissenting Holder as a holder of Eclipse Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer under Section 3.1(a), and the name of such Dissenting Holder shall be removed from the register of Eclipse Shareholders as to those Eclipse Shares in respect of which Dissent Rights have been validly exercised at the same time as the event described in Section 3.1(a) occurs. In addition to any other restrictions under Division 2 of Part 8 of the BCBCA, none of the following persons shall be entitled to exercise Dissent Rights: (i) any holder of an Eclipse Option; (ii) any holder of an Eclipse Warrant; (iii) any holder of an Eclipse RSU; and (iv) any Eclipse Shareholder who votes or has instructed a proxyholder to vote such Eclipse Shareholder's Eclipse Shares in favour of the Arrangement Resolution (but only in respect of such Eclipse Shares).

ARTICLE 5

DELIVERY OF NORTHERN VERTEX SHARES

5.1 Delivery of Northern Vertex Shares

Upon surrender to the Depositary for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Eclipse Shares that were exchanged for Northern Vertex Shares in accordance with Section 3.1, together with a duly completed Transmittal Letter and such other documents and instruments as would have been required to effect the transfer of Eclipse Shares formerly represented by such certificate under the BCBCA and the constating documents of Eclipse and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, a certificate or DRS advice-statement representing the Northern Vertex Shares that such holder is entitled to receive in accordance with Section 3.1.

After the Effective Time and until surrendered for cancellation as contemplated by this Section 5.1, each certificate that immediately prior to the Effective Time represented one or more Eclipse Shares shall be deemed at all times to represent only the right to receive in exchange therefor a certificate or DRS advice-statement representing Northern Vertex Shares that the holder of such certificate is entitled to receive in accordance with Section 3.1.

Former Eclipse Subscription Receipt Holders will not be required to take any further action in order to receive their Northern Vertex Shares in accordance with Section 3.1 and the Depositary shall deliver to such holder following the Effective Time, a certificate or DRS advice statement representing the Northern Vertex Shares that such holder is entitled to receive in accordance with Section 3.1.

5.2 Lost Certificates

In the event any certificate that immediately prior to the Effective Time represented one or more outstanding Eclipse Shares that were exchanged in accordance with Section 3.1 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, a certificate representing Northern Vertex Shares that such holder is entitled to receive in accordance with Section 3.1. When authorizing such delivery of a certificate representing Northern Vertex Shares that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom a certificate representing such Northern Vertex Shares is to be delivered shall, as a condition precedent to the delivery of such Northern Vertex Shares, give a bond satisfactory to Northern Vertex and the Depositary in such amount as Northern Vertex and the Depositary may direct, or otherwise indemnify Northern Vertex and the Depositary in a manner satisfactory to Northern Vertex and the Depositary, against any claim that may be made against Northern Vertex or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the constating documents of Eclipse.

5.3 Distributions with Respect to Unsurrendered Certificates

No dividend or other distribution declared or made after the Effective Time with respect to Northern Vertex Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Eclipse Shares unless and until the holder of such certificate shall have complied with the provisions of Section 5.1 or Section 5.2. Subject to applicable law and to Section 5.4, at the time of such compliance, there shall, in addition to the delivery of a certificate representing Northern Vertex Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such Northern Vertex Shares.

5.4 Withholding Rights

Northern Vertex, Eclipse and the Depositary, as applicable, shall be entitled to deduct and withhold, from any amounts payable or otherwise deliverable to any person under this Plan of Arrangement and from all dividends or other distributions otherwise payable to any former Eclipse Securityholder, such amounts as Northern Vertex, Eclipse or the Depositary is required or permitted to deduct and withhold with respect to such payment under the Tax Act, the U.S. Tax Code or any provision of any applicable federal, provincial, state, local or foreign tax law or treaty, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to such person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

5.5 Limitation and Proscription

To the extent that a Former Eclipse Shareholder shall not have complied with the provisions of Section 5.1 or Section 5.2 on or before the date that is six years after the Effective Date (the "**final proscription date**"), then the Northern Vertex Shares that such Former Eclipse Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the certificates or DRS advice-statements representing such Northern Vertex Shares shall be delivered to Northern Vertex by the Depositary and the share certificates shall be cancelled by Northern Vertex, and the interest of the Former Eclipse Shareholder in such Northern Vertex Shares shall be terminated as of such final proscription date.

ARTICLE 6 AMENDMENTS

6.1 Amendments to Plan of Arrangement

Northern Vertex and Eclipse reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time, provided that each such amendment, modification or supplement must be (i) set out in writing, (ii) agreed to in writing by Northern Vertex, Eclipse and Maverix (iii) filed with the Court and, if made following the Eclipse Meeting, approved by the Court, and (iv) communicated to holders or former holders of Eclipse Securities if and as required by the Court.

Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Eclipse at any time prior to the Eclipse Meeting provided that Northern Vertex and Maverix shall have consented thereto in writing, with or without any other prior notice or communication, and, if so proposed and accepted by the persons voting at the Eclipse Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Eclipse Meeting shall be effective only if: (i) it is consented to in writing by each of Northern Vertex, Eclipse and Maverix; and (ii) if required by the Court, it is consented to by Eclipse Securityholders voting in the manner directed by the Court.

ARTICLE 7 FURTHER ASSURANCES

7.1 Further Assurances

Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of Northern Vertex and Eclipse will make, do and execute, or cause to be made, done and executed, any such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein.

ARTICLE 8

U.S. SECURITIES LAW MATTERS

8.1 U.S. Securities Law Matters

Notwithstanding any provision herein to the contrary, this Plan of Arrangement will be carried out with the intention that (i) all Northern Vertex Shares to be issued to Eclipse Shareholders or former Eclipse Subscription Receipt Holders in exchange for their Eclipse Shares and Subscription Receipt Eclipse Shares pursuant to this Plan of Arrangement, as applicable, will be issued and exchanged in reliance on the exemption from the registration requirements of the U.S. Securities Act as provided by section 3(a)(10) thereof and in accordance with all applicable securities laws of any state of the United States, and pursuant to the terms, conditions and procedures set forth in the Arrangement Agreement; and (ii) all Replacement Options to be issued to Eclipse Optionholders in exchange for their Eclipse Options pursuant to this Plan of Arrangement will be issued and exchanged in reliance upon the exemption from the registration requirements of the U.S. Securities Act as provided by section 3(a)(10) thereof and in accordance with all applicable securities laws of any state of the United States. Northern Vertex Shares issued in exchange for Subscription Receipt Eclipse Shares held by persons resident in the United States, may continue to be “restricted securities” within the meaning of Rule 144 under the U.S. Securities Act and may bear a restrictive legend restricting their transfer under the U.S. Securities Act and applicable securities laws of any state of the United States.

SCHEDULE B

TO THE ARRANGEMENT AGREEMENT

ARRANGEMENT RESOLUTION

The text of the Arrangement Resolution which Eclipse Securityholders will be asked to pass at the Eclipse Meeting is as follows:

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

(1) the arrangement (the "**Arrangement**") under section 288 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") involving Northern Vertex Mining Corp. ("**Northern Vertex**"), Eclipse Gold Mining Corporation ("**Eclipse**") and Maverix Metals Inc. ("**Maverix**") and securityholders of Eclipse, all as more particularly described and set forth in the management information circular (the "**Circular**") of Eclipse accompanying the notice of this meeting (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted;

(2) the arrangement agreement (the "**Arrangement Agreement**") among Northern Vertex, Eclipse and Maverix dated December 4, 2020 and all the transactions contemplated therein, the actions of the directors of Eclipse in approving the Arrangement and the actions of the directors and officers of Eclipse in executing and delivering the Arrangement Agreement and any amendments thereto are hereby ratified and approved;

(3) the plan of arrangement (the "**Plan of Arrangement**") of Eclipse implementing the Arrangement, the full text of which is set out in Schedule "A" to the Arrangement Agreement and Schedule "**[●]**" to the Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted;

(4) notwithstanding that this resolution has been passed (and the Arrangement approved) by the shareholders of Eclipse or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of Eclipse are hereby authorized and empowered, without further notice to, or approval of, the shareholders of Eclipse to:

   a. amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or

   b. subject to the terms of the Arrangement Agreement, not proceed with the Arrangement;

(5) any director or officer of Eclipse is hereby authorized and directed for and on behalf of Eclipse to execute, whether under corporate seal of Eclipse or otherwise, and to deliver such other documents as are necessary or desirable in accordance with the Arrangement Agreement for filing; and

(6) any one or more directors or officers of Eclipse is hereby authorized, for and on behalf and in the name of Eclipse, to execute and deliver, whether under corporate seal of Eclipse or otherwise, all such agreements, forms, waivers, notices, certificate, confirmations and other documents and instruments, and to do or cause to be done all such other acts and things, as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in

accordance with the terms of the Arrangement Agreement, including:

a. all actions required to be taken by or on behalf of Eclipse, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and

b. the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by Eclipse;

such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

SCHEDULE C

TO THE ARRANGEMENT AGREEMENT

KEY REGULATORY APPROVALS

For Both Northern Vertex and Eclipse

Approval of the Arrangement and the listing on the TSXV, subject only to satisfaction of the standard listing conditions, of the Consideration Shares, the Northern Vertex Shares underlying the Replacement Options and the Northern Vertex Shares underlying Eclipse Warrants at the Effective Time.

For Northern Vertex

None.

For Eclipse

None.

SCHEDULE D

TO THE ARRANGEMENT AGREEMENT

NORTHERN VERTEX PROPERTIES

The Moss Gold Mine, located in northwestern Arizona.

SCHEDULE E

TO THE ARRANGEMENT AGREEMENT

ECLIPSE PROPERTIES

Hercules Project located 25 miles southeast of Reno Nevada.