

VOTING AND SUPPORT AGREEMENT

December 4, 2020

Dear Securityholder:

Re: Acquisition of the outstanding securities of Eclipse Gold Mining Corp. by Northern Vertex Mining Corp. pursuant to a plan of arrangement

Northern Vertex Mining Corp. (the “**Purchaser**”) and Eclipse Gold Mining Corp. (“**Eclipse**”) and Maverix Metals Inc. are entering into an arrangement agreement on the date hereof, as may be amended from time to time, (the “**Arrangement Agreement**”) providing for, among other things, the acquisition of all of the outstanding securities of Eclipse by way of a plan of arrangement (the “**Arrangement**”) pursuant to Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (“**BCBCA**”). In consideration for the Purchaser and Eclipse entering into the Arrangement Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned securityholder (the “**Securityholder**” and, together with the Purchaser, the “**Parties**” and, each individually, a “**Party**”), the Securityholder agrees as follows:

1. OWNERSHIP OF ECLIPSE SHARES, ECLIPSE OPTIONS, ECLIPSE WARRANTS, ECLIPSE RSUs AND OTHER ECLIPSE CONVERTIBLE SECURITIES

The Purchaser understands that the Securityholder is the beneficial owner, directly or indirectly, of, or has direction or control over, (i) the number of common shares of Eclipse (“**Subject Shares**”), if any, (ii) the number of Eclipse Options exercisable for Eclipse Shares (“**Subject Options**”), if any, and (iii) the number of Eclipse Warrants to purchase Eclipse Shares (“**Subject Warrants**”), if any, (iv) the number of Eclipse RSUs to receive Eclipse Shares (“**Subject RSUs**”), if any, and (v) the number of other securities that are convertible or exchangeable into Eclipse Shares (“**Subject Other Convertible Securities**”), if any, set forth in the Securityholder’s acceptance (the “**Acceptance**”) at the end of this voting and support agreement (this “**Agreement**”).

2. THE ARRANGEMENT

The Purchaser and Eclipse will undertake a transaction on the terms and conditions set out in the Arrangement Agreement (the “**Proposed Transaction**”) pursuant to which, among other things, the Purchaser will acquire all of the outstanding common shares of Eclipse by way of a plan of arrangement pursuant to Division 5 of Part 9 of the BCBCA.

Capitalized terms used in this Agreement but not otherwise defined herein shall have the respective meanings ascribed thereto in the Arrangement Agreement.

3. COVENANTS OF THE SECURITYHOLDER

The Securityholder covenants and agrees in favour of the Purchaser that, until the earlier of: (i) the closing of the Proposed Transaction and (ii) the date this Agreement is terminated in accordance with its terms, the Securityholder shall:

- (a) attend (either in person or by proxy) the Eclipse Meeting (including any adjournments and postponements thereof) and at the Eclipse Meeting vote or cause to be voted, in each case, to the extent that they have a right to vote at the Eclipse Meeting, all of: (i) the Subject Shares; (ii) any Eclipse Shares acquired by or issued to the Securityholder on or following the date hereof (including any Eclipse Shares issued upon the exercise of Subject Options, Subject Warrants, Subject RSUs or Subject Other Convertible

Securities); (iii) the Subject Options; (iv) the Subject Warrants; (v) the Subject RSUs; (vi) the Subject Other Convertible Securities; and (vii) any Eclipse Options, Eclipse Warrants, Eclipse RSUs or other Eclipse convertible securities acquired by or issued to the Securityholder on or following the date hereof, that are beneficially owned by, or over which control or direction is exercised by, the Securityholder (items (i) through (vii) being the “**Subject Securities**”) in favour of the Proposed Transaction and all matters related thereto contemplated by the Arrangement Agreement, and allow its Subject Securities which have a right to be counted for the purposes of determining whether a quorum is established at the Eclipse Meeting to be counted as present for such purposes;

- (b) attend (either in person or by proxy) at any meeting of securityholders of Eclipse (including any adjournments and postponements thereof) at which the approval of some or all of the holders of securities of Eclipse is sought for any of the matters in (i) to (iii) below, and at such meeting vote or cause to be voted any Subject Securities that have a right to vote at such meeting against and not tender or cause to be tendered any Subject Securities to:
 - (i) any corporate transaction, such as a merger, amalgamation, arrangement, rights offering, reorganization, recapitalization, or liquidation or take-over bid, sale or transfer of a material amount of assets of Eclipse or similar transaction involving Eclipse or the Eclipse Shares, other than the Proposed Transaction;
 - (ii) the issuance of any securities of Eclipse (other than pursuant to the exercise of Subject Options, Subject Warrants, Subject RSUs or Subject Other Convertible Securities), other than pursuant to the Proposed Transaction; or
 - (iii) any action that would be likely to impede, interfere with, delay, postpone, hinder, prevent, or adversely affect the completion of the Proposed Transaction, including, without limitation, any Acquisition Proposal;
- (c) for greater certainty, in connection with any matter referred to in Section 3(b), and only if requested by the Purchaser on or before the date that the notice of meeting is sent to the applicable Eclipse securityholders, consult with the Purchaser prior to exercising any voting rights attached to its Subject Securities;
- (d) not, without the prior written consent of the Purchaser, directly or indirectly, convey, sell, tender, transfer, assign, hypothecate, pledge, encumber or otherwise dispose of, or enter into any agreement or understanding relating to the sale, transfer, assignment, pledge, encumbrance or other disposition of, the Subject Securities or any interest therein (other than as contemplated herein), provided, however, that nothing contained herein shall prohibit the Securityholder from exercising any of the Subject Options, Subject Warrants, Subject RSUs or Subject Other Convertible Securities for Eclipse Shares, as applicable (it being understood that such Eclipse Shares will be subject to this Agreement and will be voted in accordance with Section 3(a) and/or Section 3(b), as applicable);
- (e) not, except as required pursuant to this Agreement, grant or agree to grant any proxy or other right to vote the Subject Securities or enter into any voting trust or pooling agreement or arrangement, or enter into or subject any of the Subject Securities to any other agreement, arrangement, understanding or commitment, formal or informal, with

respect to or relating to the voting or tendering thereof or revoke any proxy granted pursuant to this Agreement;

- (f) not exercise any rights of dissent or appraisal in respect of any resolution approving the Proposed Transaction or any aspect thereof or matter related thereto, and not exercise any other securityholder rights or remedies available at common law or pursuant to applicable corporate or securities law or other legislation or not take any action that is reasonably likely to in any manner impede, interfere with, delay, postpone, hinder, prevent, or challenge the Proposed Transaction;
- (g) not, subject to Section 8, except as may be expressly permitted by the Arrangement Agreement or by the Purchaser in writing, directly or indirectly:
 - (i) make, solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing information, permitting any visit to any facilities of Eclipse or any of its subsidiaries or entering into any form of agreement, arrangement or understanding) any inquiries or proposals, whether publicly or otherwise, that constitutes, or would reasonably be expected to lead to, an Acquisition Proposal;
 - (ii) enter into, engage, continue or otherwise participate in any negotiations or discussions with any person (other than the Purchaser or any of its subsidiaries or any of their respective representatives) regarding any inquiry, proposal or offer that constitutes, or would reasonably be expected to lead to, an Acquisition Proposal, or provide any non- public information with respect to Eclipse or any of its subsidiaries, or offer or provide access to the business, properties, assets, books or records of Eclipse or any of its subsidiaries, in each case, in connection with any Acquisition Proposal or potential Acquisition Proposal;
 - (iii) requisition or join in the requisition of any meeting of the securityholders of Eclipse for the purpose of considering any resolution; or
 - (iv) solicit or arrange or provide assistance to any other person to arrange for the solicitation of, proxies relating to or purchases of or offers to sell Eclipse Shares or securities convertible into or exchangeable or exercisable for, or representing, Eclipse Shares or act in concert or jointly with any other person for the purpose of acquiring any Eclipse Shares or securities convertible into or exchangeable or exercisable for, or representing, Eclipse Shares for the purpose of influencing the voting of Eclipse Shares or affecting the control of Eclipse, other than, in the case of proxy solicitation, in support of the Proposed Transaction.
- (h) promptly notify the Purchaser of any Eclipse Shares, Eclipse Options, Eclipse Warrants, Eclipse RSUs or other Eclipse convertible securities hereinafter acquired by the Securityholder (such notice to include details as to the identity of the registered holder and beneficial owner and the number of Eclipse Shares, Eclipse Options, Eclipse Warrants, Eclipse RSUs and/or other Eclipse convertible securities that were acquired); and

- (i) promptly notify the Purchaser upon any of undersigned's representations or warranties contained in this Agreement becoming untrue or incorrect prior to the termination of this Agreement.

The Securityholder acknowledges and agrees that any Subject Options, Subject Warrants and Subject RSUs held by it, him or her, to the extent not exercised or settled, shall be treated in accordance with the Arrangement and the Securityholder shall take all steps required of him or her to give effect to such treatment.

4. ADDITIONAL COVENANTS OF THE SECURITYHOLDER

If the Securityholder holds Subject Other Convertible Securities, the Securityholder covenants and agrees in favour of the Purchaser and Eclipse that, unless this Agreement is terminated in accordance with its terms, the Securityholder shall, to the extent that it has not done so prior thereto, exercise the conversion rights attached to the Subject Other Convertible Securities in accordance with their terms on the first Business Day after the Final Order shall have been granted.

5. DEPOSIT OF PROXY

The Securityholder hereby covenants and agrees in favour of the Purchaser that (i) no later than 10 calendar days prior to the date of the Eclipse Meeting, the Securityholder shall duly and properly complete and cause forms of proxy or voting instruction forms, as applicable, (and the Securityholder shall name those individuals designated by Eclipse in the Eclipse Circular as the proxyholder in any such proxy) in respect of all the Subject Securities which the Securityholder is entitled to vote at the Eclipse Meeting to be validly delivered to Eclipse (or as otherwise directed on such forms) (and if requested by the Purchaser, a copy of the executed proxy or voting instruction form provided to the Purchaser at the address listed in Section 17 hereof), to cause the Subject Securities which the Securityholder is entitled to vote at the Eclipse Meeting to be voted in accordance with, and as required by, this Agreement, and (ii) such forms of proxy or voting instruction forms, as applicable, shall not be revoked or withdrawn, unless prior written consent from the Purchaser has been obtained or this Agreement is terminated pursuant to Section 9.1.

6. REPRESENTATIONS AND WARRANTIES OF THE SECURITYHOLDER

The Securityholder hereby represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement:

- (a) the Securityholder is the sole beneficial owner of the Subject Shares, Subject Options, Subject Warrants, Subject RSUs and Subject Other Convertible Securities, as applicable, and will be the sole beneficial owner of any Eclipse Shares, Eclipse Options, Eclipse Warrants, Eclipse RSUs or other Eclipse convertible securities hereinafter acquired by the Securityholder, with valid and marketable title thereto, free and clear of all claims, liens, charges, encumbrances and security interests other than those arising by operation of statute, and no person has, or will have, any agreement, option, or any right or privilege capable of becoming an agreement or option, for the purchase, acquisition or transfer of the Subject Shares, Subject Options, Subject Warrants, Eclipse RSUs and Subject Other Convertible Securities or any Eclipse Shares, Eclipse Options, Eclipse Warrants, Eclipse RSUs and/or other Eclipse convertible securities hereinafter acquired by the Securityholder, from the Securityholder or any interest therein or right thereto, except pursuant to this Agreement and the Proposed Transaction;

- (b) (i) the only securities of Eclipse beneficially owned, directly or indirectly, or over which control or direction is exercised by the Securityholder are those listed on the Acceptance, and (ii) the Securityholder has no other agreement, options, warrants or securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, securities of Eclipse or any rights or privilege capable of becoming an agreement or option, for the purchase or acquisition by the Securityholder or transfer to the Securityholder of additional securities of Eclipse or any interest therein;
- (c) the Securityholder has the sole right to dispose of or transfer (or cause to be disposed of or transferred) all of the Subject Shares, Subject Options, Subject Warrants, Subject RSUs and Subject Other Convertible Securities (subject to the express terms of the Eclipse Stock Option Plan, the Subject Warrants, the Eclipse RSU Plan and the Subject Other Convertible Securities, as applicable, and of any document evidencing the grant or issuance thereof) now held, and will have the right to dispose of or transfer (or cause to be disposed of or transferred) all Eclipse Shares, Eclipse Options, Eclipse Warrants, Eclipse RSUs and other Eclipse convertible securities (subject to the express terms of this Agreement, the Eclipse Stock Option Plan, the Eclipse Warrants, the Eclipse RSU Plan, as applicable, and of any document evidencing the grant or issuance of such Eclipse Options, Eclipse Warrants, Eclipse RSUs or other Eclipse convertible securities) hereafter acquired by it;
- (d) the Securityholder has the sole right to vote (or cause to be voted) all of the Subject Securities (to the extent such securities are entitled to vote) now held and will have the sole right to vote (or cause to be voted) all Subject Securities hereafter acquired by it (in each case, to the extent such securities are entitled to vote);
- (e) this Agreement has been duly executed and delivered and is a valid and binding agreement, enforceable against the Securityholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditor rights, generally and to principles of equity, and the performance by the Securityholder of the Securityholder's obligations hereunder will not constitute a violation or breach of or default under, or conflict with any constating documents of the Securityholder, if applicable, or conflict with any contract, commitment, agreement, understanding or arrangement of any kind to which the Securityholder is a party; and
- (f) the Securityholder has received the execution copy of the Arrangement Agreement dated December 4, 2020, and has read and fully understands the Arrangement Agreement and the transactions contemplated thereby. The Securityholder acknowledges and agrees that the Securityholder has had the opportunity to seek independent legal advice with respect to this Agreement, the Arrangement Agreement and the transactions contemplated hereby and thereby, and that any failure on the Securityholder's part to seek independent legal advice shall not affect (and the Securityholder shall not assert that it affects) the validity, enforceability or effect of this Agreement or the Arrangement Agreement.

7. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Securityholder that the Purchaser validly subsists under the laws of British Columbia and has all necessary corporate power and capacity to execute and deliver the Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement by the Purchaser and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Purchaser and is a valid and binding

agreement, enforceable against the Purchaser in accordance with its terms, and the performance by the Purchaser of its obligations hereunder will not constitute a violation or breach of or default under, or conflict with (i) any contract, commitment, agreement, understanding or arrangement of any kind to which the Purchaser will be a party and by which the Purchaser will be bound at the time of such performance, and (ii) to its knowledge, any applicable Laws, and acknowledges that the Securityholder is relying on such representations and warranties in connection with entering into this Agreement.

8. SECURITYHOLDER CAPACITY

The Purchaser hereby acknowledges that the Securityholder is entering into this Agreement in the Securityholder's capacity as the beneficial owner of the Subject Shares, Subject Options, Subject Warrants, Subject RSUs and Subject Other Convertible Securities (and any Eclipse Shares, Eclipse Options, Eclipse Warrants, Eclipse RSUs and other Eclipse convertible securities hereinafter acquired by the Securityholder) and that, if the Securityholder is a director or officer of Eclipse, this Agreement does not restrict, limit or prohibit the Securityholder from taking any action (other than with respect to the Subject Securities, including the voting and disposition thereof), in the Securityholder's capacity as a director or officer of Eclipse that is necessary for the Securityholder to comply with fiduciary duties as a director or officer of Eclipse under applicable Law or that is permitted by the Arrangement Agreement and any such action by the Securityholder shall not constitute a violation of this Agreement.

9. TERMINATION

9.1 The obligations of the Securityholder and the Purchaser under this Agreement:

- (a) shall automatically terminate (i) at the closing of the Proposed Transaction, or (ii) upon the Arrangement Agreement being terminated in accordance with its terms; and
- (b) may also be terminated (i) at any time by mutual consent in writing of the Purchaser and the Securityholder, or (ii) by the Purchaser providing written notice of termination to the Securityholder.

9.2 If this Agreement is terminated as provided in Section 9.1, this Agreement shall forthwith become void and of no further force or effect and there shall be no liability on the part of any Party except that the provisions of Section 11, 16 and 19 will survive any termination hereof pursuant to Section 9.1, provided that the foregoing shall not relieve any Party from any liability for any breach of this Agreement arising prior to such termination.

10. AMENDMENT

Except as expressly set forth herein, this Agreement shall not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by each of the Parties.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement.

12. ASSIGNMENT

Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

13. SUCCESSORS; NO THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon, enure to the benefit of and be enforceable by, the Parties and their respective heirs, executors, administrators, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties or the Parties' respective heirs, executors, administrators, successors or permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. TIME OF THE ESSENCE

Time is of the essence of this Agreement.

15. UNENFORCEABLE TERMS

If any provision of this Agreement or the application thereof to any Party or circumstance is invalid or unenforceable to any extent then the remainder of this Agreement or application of such provision to a Party or circumstance (other than those to which it is held invalid or unenforceable) is not affected thereby and each remaining provision of this Agreement is valid and is enforceable to the fullest extent permitted by Law.

16. APPLICABLE LAW

- (a) This Agreement is to be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without regard to any conflicts of law provisions, and each of the Parties irrevocably attorn to the jurisdiction of the courts of the Province of British Columbia.
- (b) The Parties waive the application of any rule of Law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party that (or counsel of which) prepared the executed agreement or any earlier draft of the same.

17. NOTICE

Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if delivered:

- (a) in the case of the Securityholder, to the address appearing on the Acceptance; and
- (b) in the case of the Purchaser:

Northern Vertex Mining Corp.
1650 – 1075 West Georgia Street
Vancouver, BC V6E 3C9

Attention: Kenneth E. Berry, Chairman, 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: J. Morgan Hay

Facsimile: 604.692.4900

Email: mhay@maxislaw.com

or to such other address as the Party to which such notice or other communication is to be given has last notified the Party giving the same in the manner provided in this Section 17. Any notice or other communication given or made is deemed to have been duly given or made as at the date delivered or sent if delivered personally or sent by email transmission at the address for service provided herein during normal business hours on a business day, or otherwise on the next business day.

18. ENFORCEMENT

The Parties agree that irreparable damage would occur 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 are entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, on a non-exclusive basis, in any court of the Province of British Columbia having jurisdiction, this being in addition to any other remedy to which such Party is entitled at law or in equity.

19. EXPENSES

The Parties agree to pay their own respective costs and expenses incurred in connection with this Agreement and all documents and instruments executed or prepared hereto.

20. FURTHER ASSURANCES

Each of the Securityholder and the Purchaser will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require (at the requesting Party's cost) to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

21. DISCLOSURE

Each of the Securityholder and the Purchaser consents to the disclosure of the substance of this Agreement in any press release issued by the Purchaser or Eclipse or any circular relating to the Eclipse Meeting and to the public filing of this Agreement by Eclipse and/or the Purchaser as may be required pursuant to applicable Laws. The Securityholder acknowledges and agrees that a copy of this Agreement may be provided to Eclipse.

22. COUNTERPART EXECUTION

This letter may be signed by fax or other electronic means and in counterparts, which, together, are deemed to constitute one valid and binding agreement and delivery of such counterparts may be effected by means of fax or other electronic means.

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

NORTHERN VERTEX MINING CORP.

"Kenneth Berry"

By: _____

Name: Kenneth Berry

Title: President and Chief Executive Officer

Acceptance by Securityholder

The foregoing is hereby accepted as of and with effect from the 4th day of December, 2020 the undersigned hereby represents, warrants and confirms that the undersigned beneficially owns, directly or indirectly, or has control or direction over the Eclipse Shares, Eclipse Options, Eclipse Warrants, Eclipse RSUs and other Eclipse convertible securities indicated below and that the registered holder(s) of the below Eclipse Shares, Eclipse Options, Eclipse Warrants, Eclipse RSUs and other Eclipse convertible securities is indicated below:

	Registered Holder	Beneficial Owner	Number of Securities
Eclipse Shares	950,000	0	950,000
Eclipse Options	130,000	0	130,000
Eclipse Warrants	0	0	0
Eclipse RSUs	0	0	0
Other Eclipse Convertible Securities	0	0	0

"Victoria McMillan"

Signature of Witness

Victoria McMillan

Name of Witness (Please print)

"Darryl Cardey"

Signature of Securityholder or, if a corporation,
authorized signing officer of the Securityholder

Darryl Cardey

Name of Securityholder (Please print)

Address:

[Redacted - Personal Information]

Facsimile:

[Redacted - Personal Information]

Email: