

## CONDITIONAL OFFTAKE AGREEMENT

**THIS CONDITIONAL OFFTAKE AGREEMENT** (this “**Agreement**”) is made effective as of December 23, 2025 (the “**Effective Date**”)

### **BETWEEN:**

**MARITIMES GOLD CORP.**, a corporation existing under the laws of the laws of Canada, having a registered office at 1890 – 1075 W Georgia St., Vancouver, BC V6E 3C9 (“**Maritimes**”)

### **AND:**

**GOLDBASE DIGITAL LTD.**, a private limited company incorporated in England and Wales with company number 16839716 and a registered address at 167 - 169 Great Portland Street 5th Floor, London, W1W 5PF, United Kingdom (“**GoldBase**”)

(each a “**Party**” and collectively the “**Parties**”)

## ARTICLE 1

### **WHEREAS:**

**A.** Maritimes has, pursuant to a Mineral Property Option Agreement dated December 20, 2025 (the “**Option Agreement**”), the option to acquire the mineral claims, licences, permits and mineral rights constituting the mineral properties (collectively, the “**Properties**”), as outlined in Schedule A.

**B.** The Technical Reports underlying the Properties collectively identify approximately 698,765 ounces of Indicated and Inferred gold resources across the Properties as of the Effective Date (the “**Discovered Gold**”).

**C.** Additional gold mineralization may exist on, within, or adjacent to the Properties, including mineralization that may be identified, delineated or converted into Measured, Indicated or Inferred Mineral Resources, Mineral Reserves or other categories in accordance with NI 43-101 after the Effective Date (“**Future-Discovered Gold**”).

**D.** GoldBase owns 100% of the issued and outstanding share capital of Maritimes Gold Corp. and Maritimes operates as a wholly-owned subsidiary of GoldBase.

**E.** GoldBase desires to obtain, and Maritimes desires to grant, exclusive, perpetual, assignable offtake rights over: all Discovered Gold; and all Future-Discovered Gold, subject to the terms of this Agreement. The offtake rights described herein shall be conditional on Discovered Gold and Future-Discovered Gold entering into Commercial Production and no rights to the Discovered Gold or Future-Discovered Gold shall be applicable until such time that the Option Agreement has been exercised in whole or in part, relating to the Properties.

**F.** GoldBase further desires the right, exercisable in whole or in part, to purchase the Discovered Gold at a fixed Exercise Price of USD \$85.71 per ounce, with each Exercised Ounce entitling GoldBase to a proportional share of all Future-Discovered Gold at no additional consideration.

**G.** Maritimes agrees to grant GoldBase a first-priority allocation of all gold production from the Properties sufficient to satisfy all delivery obligations under this Agreement, ranking ahead of all other offtakes, royalties (except for the NSR), streams, encumbrances or mineral production agreements effective after the Effective Date.

H. The Parties therefore wish to enter into this Agreement pursuant to the terms set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the Parties agree as follows:

## ARTICLE 2

For the purposes of this Agreement, the following terms have the meanings set forth below.

**“Affiliate”** means, with respect to any Party, any person or entity that directly or indirectly controls, is controlled by, or is under common control with such Party.

**“Assay Certificate”** means a certificate of weight and purity issued by an LBMA-Accredited Refinery confirming the gold delivered under this Agreement.

**“Business Day”** means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia or the United Kingdom.

**“Commercial Production”** means the achievement of sustained operation of the processing facilities at not less than 75% of nameplate capacity for a period of 30 consecutive days.

**“Change of Control”** means, in respect of Maritimes, any transaction or series of related transactions (whether by way of sale, transfer, assignment, amalgamation, merger, consolidation, arrangement, recapitalization or otherwise) as a result of which: (a) any Person or group of Persons, acting jointly or in concert, acquires, directly or indirectly, beneficial ownership of, or control or direction over, more than fifty percent (50%) of the issued and outstanding voting securities of Maritimes; or (b) any Person or group of Persons, acting jointly or in concert, acquires, directly or indirectly, the right to appoint or elect a majority of the directors of Maritimes; or (c) Maritimes sells, transfers or otherwise disposes of all or substantially all of its assets, business or the Properties (taken as a whole) to any Person or group of Persons. For greater certainty, a reorganization or internal corporate restructuring among Affiliates of Maritimes that does not result in a change to the ultimate direct or indirect control of Maritimes, and in respect of which the successor or acquirer has executed a binding assumption agreement in favour of GoldBase pursuant to this Agreement, shall not constitute a Change of Control.

**“Delivery Notice”** means a written notice issued by Maritimes to GoldBase confirming the number of ounces subject to delivery and the scheduled delivery window, and constitutes the formal creation of a binding Delivery Obligation under this Agreement.

**“Delivery Obligation”** means a situation that arises when Maritimes issues a valid Delivery Notice to GoldBase.

**“Discovered Gold”** means the aggregate of 698,765 ounces of gold identified as Indicated or Inferred Mineral Resources across the Properties as of the Effective Date, as supported by the NI 43-101 Technical Reports referenced in Article 1.

**“Exercise Notice”** means a written notice delivered by GoldBase to Maritimes specifying the number of ounces for which GoldBase elects to exercise its Offtake Right, together with payment of the corresponding Exercise Price.

**“Exercised Ounces”** means the number of ounces subject to an Exercise Notice.

**“Exercise Price”** USD \$85.71 per Exercised Ounce, payable by GoldBase upon exercise of any portion of the Discovered Gold.

**“Future-Discovered Gold”** mean all gold mineralization identified or delineated after the Effective Date on or within the Properties, whether through exploration, drilling, sampling, trenching, analysis, reinterpretation of geological data, reclassification of resources, or discovery of new zones or deposits.

**“NSR”** means those net smelter royalties outlined in Schedule A.

**“Token”** means any digital or blockchain-based instrument, receipt, certificate, or contractual representation created, issued, sold, or administered solely by GoldBase, which may represent or evidence GoldBase’s own contractual rights under this Agreement. For clarity: (i) Tokens are not issued by Maritimes; (ii) Tokens do not create any obligations of Maritimes except to the extent that GoldBase exercises rights expressly granted under this Agreement; and (iii) Maritimes has no responsibility for Token design, issuance, custody, transfer, functionality, or legal/regulatory compliance.

**“Insolvency Event”** means, in respect of a Party, the occurrence of any of the following: (a) the Party becomes insolvent or is unable to pay its debts as they become due; (b) the Party files, or consents to the filing of, a petition in bankruptcy, insolvency, reorganization, arrangement, composition or similar proceeding under applicable law; (c) the Party seeks or consents to the appointment of a receiver, trustee, administrator, monitor, liquidator, or similar official over all or any material part of its assets or undertaking; (d) any such petition or proceeding is filed against the Party and is not dismissed or stayed within thirty (30) days; (e) the Party makes a general assignment for the benefit of creditors, a proposal or arrangement with creditors, or commences proceedings to wind up or liquidate its business; or (f) any corporate action is taken by the Party authorizing or approving any of the foregoing.

**“LBMA-Accredited Refinery”** means a refinery approved by the London Bullion Market Association at the time of gold production and delivery.

**“NI 43-101”** means National Instrument 43-101 – Standards of Disclosure for Mineral Projects, including all companion policies, form requirements, amendments, and guidelines issued by applicable Canadian securities regulators, as the same may be amended, supplemented, or replaced from time to time.

**“Option Agreement”** means the Mineral Property Option Agreement by which Maritimes has the option to acquire the Properties.

**“Properties”** has the meaning set out in Recital A.

**“Spot Price”** means the London PM Fix gold price published by the LBMA on the applicable delivery date.

**“Technical Reports”** means any and all geological, engineering, metallurgical, environmental, or mining studies, reports, assessments, evaluations, resource or reserve estimates, feasibility studies, preliminary economic assessments, NI 43-101 technical reports, and any updates, amendments, addenda, or supporting datasets prepared in respect of the Properties by or under the supervision of a Qualified Person or other industry professional.

**“USD” and “CAD”** means United States dollars and Canadian dollars, respectively.

### ARTICLE 3

**3.1 Exclusive Rights Over All Known and Future Gold.** Subject to the terms of this Agreement, the exercise of the Option Agreement (in whole or in part) and Maritimes achieving Commercial Production, Maritimes hereby grants to GoldBase a conditional exclusive, perpetual, irrevocable, worldwide and assignable offtake right (the **“Offtake Right”**) over:

- (i) all Discovered Gold, being 100% of the approximately 698,765 ounces of Indicated and Inferred gold at the Properties as of the Effective Date; and
- (ii) all Future-Discovered Gold, being 100% of all gold mineralization identified, delineated, reclassified, or upgraded after the Effective Date, regardless of category (including Measured, Indicated, Inferred, or Reserves).

For greater certainty, the offtake rights described herein shall be conditional on Discovered Gold and Future-Discovered Gold entering into Commercial Production and no rights to the Discovered Gold or Future-Discovered Gold shall be applicable until such time that the Option Agreement has been exercised in whole or in part, relating to the Properties.

**3.2 Scope of Exclusivity.** The Offtake Right grants GoldBase the following exclusive entitlements:

- (i) the sole and exclusive right to purchase all gold produced from the Properties;
- (ii) the sole and exclusive right to exercise in-ground gold entitlements as described in Article 4;
- (iii) the sole and exclusive right to receive delivery of all gold refined from the Properties;
- (iv) the sole and exclusive right to receive proportional allocations of Future-Discovered Gold upon exercise; and
- (v) a perpetual right of first refusal over any sale or transfer of any gold, mineral rights or interests relating to the Properties.

**3.3 No Competing Rights.** Maritimes shall not, without GoldBase's prior written consent:

- (i) grant, sell, assign, encumber or otherwise convey any royalty, stream, metal purchase agreement, forward sale or offtake right relating to the Properties;
- (ii) enter into any joint venture, farm-in, operating agreement or similar arrangement that would impair GoldBase's rights; or
- (iii) permit any finance party, lender or royalty holder to obtain a priority or pari passu claim on gold production.

Any breach of this section constitutes a default under Article 15.

**3.4 Assignability of Offtake Right.** GoldBase may assign, transfer, sell or otherwise convey the Offtake Right in whole or in part, anywhere in the world, without Maritimes' consent, provided that the assignee agrees to be bound by this Agreement.

**3.5 No Present Rights.** For greater certainty, GoldBase shall have no rights, title, interest, or entitlements of any kind under this Agreement, whether contractual, equitable, proprietary, or otherwise, with respect to any Discovered Gold or Future-Discovered Gold unless and until both of the following conditions have been satisfied:

- (i) the applicable Discovered Gold or Future-Discovered Gold has entered Commercial Production; and
- (ii) the Option Agreement has been exercised, in whole or in part, in respect of the applicable Properties from which such Discovered Gold or Future-Discovered Gold is produced.

Until such conditions are satisfied, this Agreement shall not confer upon GoldBase any rights of offtake, purchase, priority, exclusivity, security interest, royalty, or other interest (whether legal or beneficial) in or to any gold produced or to be produced from the Properties, and GoldBase shall have no right to compel performance, delivery, production, development, or financing in respect thereof.

## ARTICLE 4

**4.1 Maximum Exercisable Quantity.** GoldBase may exercise rights to purchase up to 100% of the Discovered Gold, with each Exercised Ounce entitling GoldBase to a proportional share of all Future-Discovered Gold at no additional consideration.

**4.2 Exercise Price.** The fixed price payable by GoldBase upon exercise is the Exercise Price. This price applies regardless of whether the Exercised Ounces relate to: Discovered Gold; Inferred or Indicated mineralization; upgraded or reclassified resources; or gold discovered after the Effective Date. There is no price adjustment for grade, metallurgy, cost inflation, market price, or reclassification.

**4.3 Exercise Procedure.** GoldBase may exercise all or any portion of the Offtake Right by delivering to Maritimes:

- (i) a written Exercise Notice specifying the number of ounces being exercised; and
- (ii) payment of the applicable Exercise Price.

Upon receipt:

- (i) the corresponding ounces become Exercised Ounces, pursuant to an Exercise Notice; and
- (ii) the Exercised Ounces become contractually committed and irrevocable.

**4.4 Maximum Exercise Value.** The total aggregate Exercise Price payable by GoldBase for 100% of the Discovered Gold is 60% of the aggregate proceeds from any GoldBase Token sale. Maritimes acknowledges and agrees that this is the maximum total consideration payable under the Exercise Price mechanism.

**4.5 Pro-Rata Entitlement to Future-Discovered Gold.** For every Exercised Ounce:

GoldBase shall receive a pro-rata share of all Future-Discovered Gold, calculated as:

$$\text{Pro-Rata Share of Future Discovered Gold} = \frac{\text{Exercised Ounces}}{700,000}$$

This pro-rata share of all Future-Discovered Gold is perpetual; royalty-free (except for the NSR); fully assignable; and crystallized immediately upon exercise.

**4.6 Effect of Full Exercise.** If GoldBase exercises its Offtake Rights over 100% of Discovered Gold:

- (i) GoldBase obtains an exclusive 100% entitlement to all Discovered Gold and all Future-Discovered Gold production from all Properties;
- (ii) Maritimes shall not sell, transfer or encumber gold to any third party; and
- (iii) the Offtake Right becomes absolute, perpetual and complete.

**4.7 No Other Payments for In-Ground Gold.** Except for the Exercise Price, no further payment is required for: Discovered Gold Exercised Ounces; Future-Discovered Gold Exercised Ounces; increases in resource categories; or expansions of the Properties.

**4.8 At-Risk Capital; No Repayment of Substitute Performance.** GoldBase acknowledges and agrees that the Exercise Price constitutes at-risk capital. Maritimes makes no representation, warranty or assurance that Commercial Production will occur, that any gold will ever be produced from the Properties, or that any Exercised Ounces will ever be delivered. Under no circumstances shall Maritimes be required to refund, repay, reimburse, cash-settle, substitute, hedge, procure replacement gold, source third-party gold, or otherwise compensate GoldBase in respect of any Exercise Price paid or any Exercised Ounces if Commercial Production is not achieved, is delayed indefinitely, or

permanently ceases. GoldBase's sole entitlement in respect of Exercised Ounces is the conditional right to receive physical delivery of refined gold if and when Commercial Production is achieved and gold is produced from the applicable Properties, subject to the terms of this Agreement.

## ARTICLE 5

**5.1 Conditional Nature of Delivery Obligations.** Exercised Ounces constitute contingent delivery entitlements only. No Exercised Ounce shall give rise to a binding delivery obligation unless and until Commercial Production has been achieved in respect of the applicable Property.

**5.2 No Obligation to Achieve Production.** Nothing in this Agreement shall be construed as obligating Maritimes to commence, continue, finance, accelerate, complete, or maintain exploration, development, mining, processing, or Commercial Production. The decision whether and when to pursue Commercial Production shall remain solely within Maritimes' discretion, subject to applicable law.

**5.3 Delivery Obligations Upon Commercial Production.** If and only if Commercial Production is achieved, Maritimes shall deliver refined gold to GoldBase in satisfaction of Exercised Ounces in accordance with the delivery mechanics set out in Article 6. All deliveries shall be made solely from gold actually produced from the Properties.

**5.4 No Substitute or Monetary Performance.** Maritimes' delivery obligations are limited exclusively to physical delivery of refined gold produced from the Properties. No monetary payment, cash settlement, substitute performance, or alternative compensation shall be owed in respect of any Exercised Ounces under any circumstances.

**5.5 No Accrual Prior to Production.** No delivery obligation, backlog, arrearage or deficiency shall accrue, accumulate or be deemed owing in respect of any period prior to the achievement of Commercial Production.

## ARTICLE 6

**6.1 Delivery Timeline.** Unless otherwise agreed, gold must be delivered no later than 30 days after Commercial Production and a Delivery Notice (the "**Delivery Window**"). If the refinery schedule or processing constraints reasonably prevent delivery within the Delivery Window, Maritimes shall notify GoldBase and propose an adjusted schedule not exceeding an additional 30 days, subject to GoldBase's approval (not to be unreasonably withheld).

**6.2 Form and Purity of Delivered Gold.** All gold delivered must:

- (i) be in refined bar form;
- (ii) be produced at an LBMA-Accredited Refinery;
- (iii) have minimum purity of 99.5%;
- (iv) be accompanied by an Assay Certificate; and
- (v) conform to the refinery's standard weight tolerances.

GoldBase may elect to receive:

- (i) 1 oz bars;
- (ii) 100 g bars;
- (iii) kilogram bars;
- (iv) dore converted to refined form; or
- (v) such other form as the Parties may agree.

If the precise ounce entitlement cannot be matched by available bar sizes, any fractional or residual ounce amounts shall be carried forward and aggregated into subsequent deliveries until fully satisfied through physical delivery. No cash settlement shall apply.

**6.3 Delivery Location & Shipping Terms.** Gold is delivered at a refinery chosen by Maritimes. GoldBase may request: direct shipment to a vaulting provider; shipment to a global bullion custodian; or holding in unallocated or allocated accounts.

**6.4 Assay Dispute Resolution.** If GoldBase disputes the assay:

- (i) A sample will be delivered to a second independent LBMA-Accredited Refinery.
- (ii) If both assays match within the allowed tolerance: the original assay governs.
- (iii) If the assays differ beyond tolerance:
  - a. a third referee refinery is appointed;
  - b. its assay is final and binding; and
  - c. the associated costs are borne by the party whose assay was furthest from the referee value.

**6.5 Production Shortfalls and Allocation.** If, after Commercial Production has been achieved, Maritimes produces less gold in any period than required to satisfy outstanding delivery obligations to GoldBase:

- (i) all available refined gold must first be delivered to GoldBase until the entire delivery backlog is resolved;
- (ii) no other third party may receive any gold until GoldBase's obligations are fully satisfied; and
- (iii) Maritimes must accelerate production or processing to remedy the shortfall as soon as commercially reasonable.

For greater certainty, this Section applies only after Commercial Production has been achieved and shall not be construed to require Maritimes to finance, accelerate, or maintain production.

**6.7 Exportability, Customs & Regulatory Compliance.** Maritimes shall obtain and maintain all licences, permits, and authorizations required for the export of gold, comply with all applicable customs, export control, and AML/CTF regulations, ensure that no regulatory restriction or impairment prevents timely delivery of gold to GoldBase, and provide all export documentation reasonably required to facilitate such delivery, while GoldBase shall comply with all import requirements applicable in the jurisdiction designated for receipt of the gold.

## ARTICLE 7

**7.1 GoldBase Tokens are Independent of Maritimes.** GoldBase may, at its sole discretion, create, issue, administer, market, burn, or otherwise manage Tokens for its own commercial purposes. Such Tokens are not issued by Maritimes and do not impose any obligations on Maritimes except as expressly set out in this Agreement after Maritimes submits a valid Delivery Notice.

**7.2 No Technical Responsibilities for Maritimes.** Maritimes has no obligation to: (a) issue Tokens; (b) maintain or operate any blockchain infrastructure; (c) guarantee Token functionality, transferability, or security; (d) recognize or respond to blockchain events; (e) maintain token registries; (f) replace Tokens; or (g) remedy Token malfunctions.

**7.3 Internal Use by GoldBase Only.** Any Token mechanics used by GoldBase—including Token creation, or on-chain events—are for GoldBase’s internal administration only and do not independently trigger a Delivery Obligation.

**7.4 Optional Token Information-Sharing.** GoldBase may provide Maritimes with summaries or confirmations of Token-related activity for coordination purposes, but such information: (a) does not create additional obligations; (b) does not constitute a Delivery Notice; and (c) does not bind Maritimes unless accompanied by a proper Delivery Notice.

**7.5 No Regulatory or Legal Risk to Maritimes.** GoldBase assumes sole responsibility for any securities, commodities, AML, tax, consumer protection, or other regulatory obligations arising from the creation, issuance, transfer, use, or marketing of Tokens. Maritimes shall have no liability or obligation relating to GoldBase’s Tokens.

## ARTICLE 8

**8.1 Grant of Priority Production Right.** Maritimes hereby grants to GoldBase an exclusive, senior, first-priority right to all gold production from the Properties (the “**Priority Production Right**”), until all delivery obligations under this Agreement have been fully satisfied. This includes:

- (i) delivery obligations for all Exercised Ounces;
- (ii) delivery obligations for all Future-Discovered Gold allocations;
- (iii) backlog or arrears created by production shortfalls; and
- (iv) gold required to satisfy any accelerated delivery obligations under Article 15.

This Priority Production Right: ranks above all future streams, royalties, offtakes or mineral interests; is perpetual until obligations are fully discharged; and automatically reinstates for Future-Discovered Gold ounces.

**8.2 Prohibition on Competing Rights.** Maritimes shall not, without GoldBase’s prior written consent:

- (i) grant or permit any royalty, stream, metal purchase agreement, forward sale or offtake right in favour of any person;
- (ii) enter into any hedging contract requiring physical delivery;
- (iii) pledge gold production as collateral;
- (iv) sell or dispose of any gold except as delivered to GoldBase; or
- (v) enter into any financing arrangement that ranks pari passu or senior to GoldBase’s rights.

Any such attempt without the prior written consent of GoldBase: is void; constitutes a default; and entitles GoldBase to seek injunctive relief and specific performance.

**8.3 Covenant Against Dilution of GoldBase’s Rights.** Maritimes agrees:

- (i) not to take any action that dilutes or impairs GoldBase’s interests;
- (ii) not to transfer mineral claims in any manner that separates production from ownership; and
- (iii) not to engage in transactions designed to circumvent this Agreement.

Any attempt to circumvent the Offtake Right or Priority Production Right triggers: immediate acceleration, and right of GoldBase to seek specific performance.

**8.4 Requirement for Replacement or Assurance of Rights.** If Maritimes restructures its corporate organization, enters into any amalgamation, merger, spin-out or similar corporate reorganization, or transfers any interest in the Properties, the successor or acquiring entity shall, as a condition of such transaction, execute and deliver an assumption agreement in favour of GoldBase pursuant to which it unconditionally assumes, without modification, reduction, impairment or dilution, all obligations of



Maritimes under this Agreement. No such transaction shall relieve Maritimes of its obligations unless and until a fully valid and enforceable assumption agreement has been executed by the successor entity and approved by GoldBase, acting reasonably.

**8.5 No Security Interest in Mineral Title.** For greater certainty, nothing in this Agreement grants GoldBase any legal or beneficial interest in the mineral title to the Properties, nor does GoldBase become the operator of the Properties or a participant in any mining joint venture, partnership, or similar arrangement. GoldBase's interest under this Agreement is strictly a streaming interest, supported by Maritimes' priority production covenants and enforceable solely as a contractual right, without conferring any proprietary, possessory, or managerial rights in respect of the Properties.

**8.6 Additional Assurances.** Upon GoldBase's reasonable request, Maritimes shall execute and deliver such supplemental agreements, certificates, instruments, and other documents as may be necessary or desirable to give full effect to this Agreement, including providing legal opinions confirming enforceability, delivering updated Technical Reports, and entering into collateral or ancillary agreements that secure the performance of Maritimes' obligations hereunder. These obligations apply notwithstanding any corporate restructuring, financing transaction, or merger activity and are intended to ensure that the priority and seniority of GoldBase's rights remain unimpaired.

## ARTICLE 9

Maritimes hereby covenants and agrees with GoldBase as follows, in addition to all other covenants set out elsewhere in this Agreement.

**9.1 Compliance with NI 43-101 and Technical Reporting.** Maritimes shall prepare, maintain, and update all technical disclosure relating to the Properties over which it has exercised its option in full compliance with NI 43-101, shall ensure that all exploration results, resource estimates, and other technical disclosure are reviewed and approved by a Qualified Person, shall promptly deliver to GoldBase all NI 43-101 Technical Reports, mineral resource updates, feasibility studies, and related technical documentation, and shall notify GoldBase within five (5) Business Days of any material change in respect of the Properties over which it has exercised the Option Agreement.

**9.2 Permitting and Regulatory Compliance.** Maritimes shall obtain and maintain all permits, licences, authorizations, and governmental approvals required for the exploration, development, operation, and production activities on the Properties over which it has exercised its the Option Agreement, shall comply at all times with all applicable federal, provincial, and municipal laws and regulations, shall not permit any licence or permit to lapse or be suspended or revoked, and shall promptly notify GoldBase of any regulatory action, inspection, notice of non-compliance, or environmental order issued in respect of the Properties over which it has exercised its option.

**9.3 Standard of Care and Industry Practices.** Maritimes shall operate the Properties over which it has exercised its the Option Agreement in accordance with good international mining industry practice, including applicable MAC (Mining Association of Canada) standards, shall conduct exploration, development, mining, and processing operations in a safe, efficient, and commercially reasonable manner, and shall maintain adequate staffing, budgeting, and operational resources to achieve reasonable production targets, it being acknowledged that failure to meet this standard constitutes an default.

**9.4 Operation and Development of the Properties.** Maritimes shall diligently advance the exploration and development of the Properties over which it has exercised its the Option Agreement toward commercial viability, shall not cease exploration, development, or production activities except in accordance with prudent industry practice (including due to safety concerns or force majeure), shall not place the Properties over which it has exercised the Option Agreement or any material portion

thereof on care and maintenance without GoldBase's prior written consent, and shall not suspend or materially curtail production without a justifiable basis.

**9.5 Environmental Compliance.** Maritimes shall comply fully with all applicable environmental laws and regulations, shall maintain all required reclamation bonds and financial assurance instruments, and shall promptly notify GoldBase of any spill, environmental incident, environmental claim, regulatory order, or similar occurrence on the Properties over which it has exercised the Option Agreement, it being acknowledged that environmental non-compliance constitutes a material default.

**9.6 Books, Records and Audit Rights.** Maritimes shall maintain complete and accurate books and records relating to exploration expenditures, production metrics, metallurgical recoveries, royalty and tax calculations, refinery statements, delivery allocations, and assay reports, and GoldBase and its auditors shall have the right, upon reasonable prior notice and no more than twice annually, to inspect such books and records and to verify all matters relevant to Maritimes' obligations under this Agreement.

**9.7 Quarterly and Annual Reporting.** Maritimes shall deliver to GoldBase quarterly reports detailing exploration activities, drilling results, budget-to-actual development expenditures, forecasted production schedules, and updated geological models, and shall deliver annual reports including financial statements, updated NI 43-101 disclosure (if applicable), reserve and resource updates (if applicable), and projected mine life and production outlook for the Properties over which it has exercised the Option Agreement over.

**9.8 Restrictions on Debt, Liens and Encumbrances.**

Maritimes shall not, without the prior written consent of GoldBase, incur any indebtedness secured by the Properties over which it has exercised the Option Agreement or by gold production, grant any lien over mineral claims or mining leases, enter into any royalty, stream, metal purchase, offtake, or similar agreement, sell, transfer, or otherwise dispose of any interest in the Properties over which it has exercised the Option Agreement, or encumber future gold production, and any breach of this covenant constitutes a default.

**9.9 Assignment of Mineral Property Agreements.** If Maritimes acquires any additional mineral properties, it shall promptly notify GoldBase and, at GoldBase's request, amend this Agreement to include such properties within the definition of "Properties" and to grant GoldBase the same exclusive offtake, priority delivery, and streaming rights hereunder, thereby ensuring that GoldBase's rights apply across all current and future land packages held by Maritimes.

**9.10 Disaster, Failure or Abandonment Provisions.** If any portion of the Properties over which Maritimes has exercised the Option Agreement becomes technically impractical, uneconomic in isolation, or subject to force majeure, Maritimes shall promptly notify GoldBase, propose a reasonable remedial plan, prioritize development of alternative accessible ore sources, and continue making commercially reasonable efforts to produce gold, and if Maritimes abandons any claim or licence, GoldBase may elect to assume such claim at its own cost and Maritimes shall fully cooperate in effecting such transfer.

**9.11 Covenants Relating to Future-Discovered Gold.** Maritimes covenants that all Future-Discovered Gold shall be subject to the Offtake Right granted to GoldBase, that no new third party shall have any interest therein, that GoldBase's proportionate entitlement vests immediately upon exercise of its rights regardless of the timing of discovery, and that all discovery data, drill logs, assay results, geological models and NI 43-101 Technical Reports relating to such discoveries shall be promptly provided to GoldBase.

**9.12 Anti-Corruption and Compliance.** Maritimes shall at all times comply with the Corruption of Foreign Public Officials Act (Canada), the UK Bribery Act, the U.S. Foreign Corrupt Practices Act, all applicable AML/CTF rules relating to gold production and export, and the OECD Guidelines for Multinational Enterprises, and any breach of such compliance requirements constitutes a material default.

## ARTICLE 10

**10.1 Payment of Exercise Price.** GoldBase shall pay the Exercise Price of USD \$85.71 per ounce for each Exercised Ounce within the time specified in its Exercise Notice, shall ensure that all funds are transferred in immediately available, same-day funds, and shall provide reasonable confirmation of payment upon request by Maritimes, with all payments to be made free and clear of any set-off except as expressly permitted under this Agreement. For greater certainty, GoldBase's sole obligation in connection with the Exercise Price is to remit such payment, and Maritimes shall bear all mine development, exploration, operational, and production costs.

**10.2 Compliance with Delivery Procedures.** GoldBase shall comply with commercially reasonable refinery and delivery procedures, shall notify Maritimes of its preferred delivery location, including any designated vault, refinery, or other secure facility, shall provide accurate and complete delivery instructions for each batch of refined gold, and shall accept delivery of gold meeting applicable exchange-standard specifications; it being understood that Maritimes shall bear all refining costs required to produce deliverable gold.

**10.3 Compliance with Applicable Law.** GoldBase shall comply with all laws applicable to the receipt, holding, shipment, and ownership of refined gold, participation in the Offtake Right framework established under this Agreement, and the cross-border transportation or importation of bullion, provided that GoldBase shall have no obligation to ensure or monitor Maritimes' compliance with mining, environmental, permitting, operational, or other regulatory requirements, all of which remain the exclusive responsibility of Maritimes.

## ARTICLE 11

**11.1 Corporate Status and Authority.** Maritimes represents and warrants that it is a corporation duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, that it has all requisite corporate power and authority to own its assets, operate its business, and enter into and perform its obligations under this Agreement, and that this Agreement has been duly authorized, executed, and delivered by Maritimes and constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms.

**11.2 Ownership of Mineral Properties.** Maritimes represents and warrants that it holds a valid Option Agreement to acquire the Properties and acquire the legal and beneficial title to the Properties listed in Schedule A pursuant to the Option Agreement, that such Properties are free and clear of all encumbrances except as disclosed in Schedule A, that no royalty, stream, net profit interest, or similar burden exists in respect of the Properties other than as disclosed in Schedule A, and that, pursuant to Maritimes exercising the Option Agreement, Maritimes shall have the exclusive right to explore, develop, and exploit the mineral rights associated with the Properties.

**11.3 No Conflicts.** Maritimes represents and warrants that the execution, delivery, and performance of this Agreement does not violate any applicable law, regulation, or court order, does not breach or constitute a default under any contract, agreement, or instrument to which Maritimes is a party, does not require any consent or approval, and does not conflict with any shareholders' agreement, financing arrangement, or other contractual or corporate obligation of Maritimes.

**11.4 Technical Disclosure.** Maritimes represents and warrants that all technical information delivered to GoldBase has been prepared in accordance with NI 43-101.

**11.5 Environmental and Regulatory Compliance.** Maritimes represents and warrants that it is in full compliance with all applicable mining, environmental, occupational health and safety, permitting, and regulatory requirements, that it is not subject to any outstanding order, notice, deficiency, investigation, or claim relating to environmental or regulatory compliance, and that it is not aware of any circumstances that could reasonably be expected to result in a material non-compliance event.

**11.6 Litigation.** Maritimes represents and warrants that, as far as it is aware, there is no litigation, arbitration, regulatory proceeding, or investigation pending or threatened against it relating to the Properties, mineral rights, environmental matters, ownership or title, offtake rights, or gold deliveries, and that Maritimes is not in default of any judgment, order, or arbitral award.

**11.7 No Prior Grant of Offtake or Streaming Rights.** Except for the NSR and other than as disclosed in Schedule A, Maritimes represents and warrants that it has not granted any royalty, stream, forward sale, metal purchase agreement, offtake right, or similar interest relating to gold from the Properties, that it has not granted any future interest or contractual right that would conflict with or impair this Agreement, and that no third party holds any interest that could dilute or subordinate GoldBase's rights hereunder.

## ARTICLE 12

**12.1 Corporate Status and Authority.** GoldBase represents and warrants that it is a corporation duly incorporated and validly existing under the laws of England, that it has full corporate power and authority to enter into and perform its obligations under this Agreement, and that this Agreement constitutes a legal, valid and binding obligation of GoldBase enforceable against it in accordance with its terms.

**12.2 No Conflicts.** GoldBase represents and warrants that the execution, delivery and performance of this Agreement do not breach its constituting documents or any shareholders' agreement, do not violate any applicable law, and do not require any consent, approval or authorization other than those that have already been duly obtained.

**12.3 Financial Capacity.** GoldBase represents and warrants that it has, and will have when required, adequate financial resources to pay the Exercise Price in respect of any Exercised Ounces and that it has not filed for bankruptcy or insolvency and is not subject to any insolvency proceeding.

## ARTICLE 13

**13.1 False Representations or Fraud.** Any material misrepresentation by Maritimes in this Agreement or in any certificate or document delivered pursuant hereto, or any fraud by Maritimes in connection with this Agreement or the Properties, shall constitute a default, for which no cure period shall apply.

**13.2 Insolvency Default.** An "Insolvency Default" shall occur if Maritimes files for bankruptcy or insolvency, enters into any formal creditor protection proceeding, makes a proposal to its creditors, has a receiver, receiver-manager, trustee or similar official appointed over any of its property, or becomes generally unable to pay its debts as they become due. An Insolvency Default is a default with no cure period.

## ARTICLE 14

**14.1 Illegal Delivery Destination.** A default shall occur if GoldBase designates a delivery destination that would result in delivery of gold to a sanctioned person, a jurisdiction where such delivery is

prohibited by applicable law, or to an entity legally barred from receiving gold; provided that such default shall be cured if GoldBase promptly designates a lawful substitute delivery address upon request by Maritimes.

**14.2 Willful Misconduct or Fraud.** Any willful misconduct or fraud by GoldBase in connection with this Agreement shall constitute a default by GoldBase, with no cure period.

**14.3 No Obligation to Cure Maritimes' Performance Failures.** For greater certainty, nothing in this Agreement shall be construed to require GoldBase to mitigate, cure, finance, or otherwise bear any financial or operational responsibility for any Maritimes Default, and no failure by GoldBase to take steps to mitigate a Maritimes Default shall reduce or impair GoldBase's rights or remedies.

## ARTICLE 15

### 15.1 Specific Performance Limited.

GoldBase may seek specific performance or injunctive relief solely to enforce:

- (i) the allocation of gold actually produced after Commercial Production;
- (ii) the priority of delivery obligations once Commercial Production has been achieved; and
- (iii) the prohibition on competing offtake, streaming or encumbrance arrangements.

**15.2 No Compulsion of Production or Financing.** For greater certainty, no remedy under this Agreement shall compel Maritimes to commence, continue, resume, finance, accelerate, or complete exploration, development, mining, processing, or Commercial Production, nor to incur capital expenditures or operating costs.

## ARTICLE 16

If GoldBase commits a default under this Agreement, Maritimes may suspend deliveries of gold until such default has been cured, may refuse to accept new Exercise Notices, and may require GoldBase to provide updated KYC or other compliance information reasonably required under applicable law. Maritimes shall have no right, however, to terminate this Agreement (except in the case of fraud or willful misconduct by GoldBase), to reduce or dilute GoldBase's interests or to impair GoldBase's delivery rights arising under this Agreement.

## ARTICLE 17

**17.1 Commencement.** The term of this Agreement shall commence on the Effective Date.

**17.2 Duration.** This Agreement shall remain in effect for the life of the Properties. GoldBase's rights shall remain contingent unless and until Commercial Production is achieved.

**17.3 No Maturity of Repayment.** The Parties acknowledge that this Agreement has no maturity date, repayment obligation, or settlement requirement. If Commercial Production is never achieved, this Agreement shall not give rise to any payment, refund, cash settlement, or substitute performance obligation of Maritimes.

## ARTICLE 18

**18.1 Termination for Cause (GoldBase).** GoldBase may terminate this Agreement upon the occurrence of: (a) a default by Maritimes; (b) a default that is not cured within the applicable cure period; (c) an Insolvency Event in respect of Maritimes; or (d) any fraudulent misrepresentation by Maritimes in connection with this Agreement. Termination for cause under this Section 18.1 is at the sole option of GoldBase.

**18.2 Termination for Cause (Maritimes).** Maritimes may terminate this Agreement if GoldBase commits fraud or engages in willful misconduct that is intended to, and does, materially harm Maritimes.

**18.3 No Termination by Maritimes Due to Non-Production.** Maritimes shall not be entitled to terminate this Agreement on the basis of infeasibility, mine closure, regulatory challenges, force majeure, environmental conditions, changes in market prices, operational setbacks, or similar circumstances, and GoldBase's rights and entitlements hereunder shall continue notwithstanding any such events.

**18.5 No Termination by Maritimes for Convenience.** Maritimes shall have no right to terminate this Agreement for convenience or on any basis other than as expressly provided in Section 18.2, and specifically may not terminate in order to evade, restructure, or avoid its obligations to GoldBase.

## **ARTICLE 19**

The following provisions shall survive termination or expiry of this Agreement: the Priority Production Right (if vested); Future-Discovered Gold entitlements (if vested); confidentiality obligations; dispute resolution; governing law; representations and warranties; and enforcement rights solely in respect of gold actually produced following Commercial Production.

## **ARTICLE 20**

**20.1 Good Faith Negotiation.** The Parties shall first attempt to resolve any dispute, controversy or claim arising out of or in connection with this Agreement by good faith negotiation for a period of ten (10) Business Days following written notice of the dispute.

**20.2 Arbitration.** If a dispute is not resolved within such negotiation period, it shall be finally resolved by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC). The seat of arbitration shall be London, United Kingdom, the language of the arbitration shall be English, and the tribunal shall consist of one (1) arbitrator, except that if the aggregate amount in dispute exceeds USD \$10,000,000, the tribunal shall consist of three (3) arbitrators.

**20.3 Interim Relief.** GoldBase shall be entitled, at any time and without waiving arbitration, to seek urgent interim or conservatory measures, including injunctions, orders for specific performance, freezing or Mareva-style relief, or orders for the preservation of assets, from any court of competent jurisdiction, and Maritimes agrees not to contest jurisdiction solely on the basis of the arbitration agreement.

**20.4 Finality.** Any arbitral award rendered in accordance with this Article 20 shall be final and binding on the Parties, shall be enforceable against either Party in any court of competent jurisdiction, and shall not be subject to appeal on the merits, save only as permitted under applicable arbitration legislation in respect of procedural defects.

## **ARTICLE 21**

This Agreement and any dispute arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of the province of British Columbia and the federal laws applicable therein, without giving effect to any choice-of-law or conflict-of-laws rules that would result in the application of the laws of any other jurisdiction.

## **ARTICLE 22**

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be delivered personally, sent by internationally recognized courier, mailed by registered or

certified mail (postage prepaid), or transmitted by email with delivery or read confirmation to the Parties at their respective addresses (including email addresses) set out on the first page of this Agreement (or to such other address as a Party may designate by notice in accordance with this Section). Notices shall be deemed received (i) when actually delivered, if delivered personally; (ii) on the next Business Day following deposit with a courier; (iii) on the third (3rd) Business Day after mailing, if sent by registered or certified mail; and (iv) upon confirmation of receipt, if sent by email.

## ARTICLE 23

**23.1 Definition of Force Majeure.** “Force Majeure” means any event or circumstance beyond the reasonable control of Maritimes that prevents or materially delays the exploration, development, mining, processing, refining, or delivery of gold and that could not have been prevented, avoided, or overcome by the exercise of prudent mining industry practices. Force Majeure includes, without limitation, acts of God (including earthquake, flood, or severe weather), fire, explosion, natural disaster, war, insurrection, civil unrest, terrorism, governmental restrictions or orders (other than those arising from Maritimes’ regulatory non-compliance), strikes or labour disputes not caused by Maritimes’ breach of law or contract, unavoidable supply-chain disruptions affecting critical mining materials or refinery operations, catastrophic equipment failures not caused by negligence, and failure of third-party refineries. Force Majeure shall not include lack of funds, economic infeasibility, general market downturns, labour shortages caused by mismanagement, environmental orders resulting from Maritimes’ negligence or violation of law, inability to deliver because gold has been sold or pledged elsewhere, or other circumstances within Maritimes’ reasonable control. Notwithstanding the foregoing, Maritimes’ obligations to deliver gold to GoldBase under this Agreement shall be subject to Maritimes having obtained sufficient financing or having sufficient working capital available, on commercially reasonable terms and in the ordinary course of its business, to carry out the applicable exploration, development, mining, processing, refining, and delivery activities. The failure or delay in obtaining such financing or capital shall not constitute a Force Majeure event, but shall excuse performance of the applicable delivery obligations for so long as such financing or capital is not available, provided that Maritimes uses commercially reasonable efforts, consistent with prudent mining industry practices, to obtain such financing or capital.

**23.2 Notice Requirements.** Maritimes shall give written notice to GoldBase of any Force Majeure event within five (5) Business Days of its occurrence, specifying the nature, expected duration, and scope of the event and describing the mitigation measures being taken, and shall provide updated notices at least every thirty (30) days for the duration of the event. Failure to provide timely notice shall preclude Maritimes from relying on Force Majeure as a defence for the period during which notice was not provided, and delivery and production obligations shall continue as normal for such period.

**23.3 Obligation to Mitigate.** Maritimes shall use commercially reasonable efforts to overcome, remedy, and mitigate the effects of any Force Majeure event, shall resume performance as soon as reasonably practicable, shall reallocate labour, equipment, and other resources where it is prudent and reasonable to do so, and shall maintain continuous and transparent communication with relevant regulatory authorities, employing the same level of diligence that a prudent operator would exercise where its own revenue is fully at risk.

**23.4 Suspension Without Accrual.** During any period in which Commercial Production has not been achieved or has permanently ceased, no delivery obligation shall accrue, accumulate or be deemed owing, whether or not a Force Majeure event exists.

**23.5 Continuation of Priority Production.** Upon the cessation of any Force Majeure event, the Priority Production Right shall immediately resume, and Maritimes shall dedicate one hundred percent (100%) of initial post-Force Majeure production from the Properties to GoldBase until all missed and accrued delivery obligations (including those tolled during Force Majeure) have been fully satisfied,

during which catch-up period no gold from the Properties may be sold, pledged or otherwise disposed of for the benefit of any party other than GoldBase.

**23.6 Evidence of Force Majeure.** At the request of GoldBase, Maritimes shall provide reasonable evidence in support of its invocation of Force Majeure, which may include governmental notices, engineering reports, damage assessments, expert statements, insurance filings, or similar documentation. If GoldBase reasonably determines that the evidence provided is insufficient, it may reject the Force Majeure claim and treat Maritimes as being in default.

**23.7 No Deemed Performance.** Force Majeure shall not give rise to any right of cash settlement, substitute performance, acceleration, or monetary compensation. All obligations remain limited to physical delivery of gold actually produced following Commercial Production.

## ARTICLE 24

**24.1 Confidential Information Defined.** “Confidential Information” means all technical, financial, geological, operational, commercial, legal, and business information provided by one Party to the other in connection with this Agreement, including NI 43-101 data, assays, drill logs and exploration datasets, mine plans, production schedules and cost information, business plans, financial models and feasibility studies, the terms of this Agreement (except as expressly provided in Section 24.5), and any other non-public information relating to the Properties or either Party. Confidential Information does not include information that becomes public through no fault of the receiving Party, was already known to the receiving Party on a non-confidential basis, is independently developed by the receiving Party without reference to the Confidential Information, or becomes available to the receiving Party from a third party not in breach of a confidentiality obligation.

**24.2 Confidentiality Obligations (Mutual).** Each Party shall keep Confidential Information strictly confidential, shall use it solely for the purposes of performing or enforcing this Agreement, shall restrict access to those of its officers, employees, advisors, agents, and permitted financiers who have a need to know such information and who are bound by equivalent duties of confidentiality, and shall take all reasonable steps to prevent unauthorized disclosure or use.

**24.3 Permitted Disclosures (GoldBase).** GoldBase may disclose Confidential Information without the consent of Maritimes.

**24.4 Permitted Disclosures (Maritimes).** Maritimes may disclose Confidential Information with GoldBase’s prior written consent.

**24.5 Public Announcements.** The Parties shall cooperate in issuing an initial coordinated public announcement summarizing the existence of this Agreement.

**24.6 Securities Law and NI 43-101 Compliance.** Nothing in this Agreement shall restrict Maritimes from complying with NI 43-101 or other applicable securities disclosure requirements, including disclosure of material information, resource or reserve updates, or information required in connection with financings or regulatory filings; provided that Maritimes shall notify GoldBase of any proposed public filing that references this Agreement and shall provide drafts to GoldBase for review at least forty-eight (48) hours in advance where reasonably practicable.

**24.7 Disclosure Required by Law.** If either Party is required by law, regulation or court order to disclose any Confidential Information, it shall, to the extent legally permitted, promptly notify the other Party and cooperate in seeking appropriate protective orders, confidentiality undertakings or other safeguards, and shall disclose only that portion of the Confidential Information that is legally required to be disclosed.



**24.8 Duration of Confidentiality Obligations.** The confidentiality obligations in this Article 24 shall survive termination of this Agreement, cessation of commercial relations between the Parties, and dissolution or insolvency of either Party, and shall continue for a period of five (5) years from the date the relevant Confidential Information ceases to be material to the disclosing Party's business.

## **ARTICLE 25**

**25.1 Assignment.** GoldBase may assign this Agreement, in whole or in part, and may assign or transfer any delivery rights, Future-Discovered Gold entitlements, or other contractual interests arising hereunder, without the consent of Maritimes, provided that any assignee is not a sanctioned person and is not legally prohibited from receiving gold. Maritimes may not assign this Agreement without GoldBase's prior written consent, except in connection with a sale of all or substantially all of the Properties, in which case the assignee must execute a binding assumption agreement, no competing royalty, stream, or offtake interest may be created, and GoldBase's rights must remain unimpaired; GoldBase may withhold its consent in its sole discretion.

**25.2 Amendments.** This Agreement may be amended, modified, or supplemented only by a written instrument executed by duly authorized representatives of both Parties. Electronic signatures shall be valid and binding, and no oral modifications or course of dealing shall be deemed to amend this Agreement.

**25.3 Further Assurances.** Each Party agrees to execute and deliver such additional documents, instruments, transfers, assignments, confirmations and assurances as may reasonably be required to give full effect to this Agreement, including NI 43-101 updates, mining title confirmations, regulatory filings, and replacement agreements following corporate reorganizations.

**25.4 Relationship of the Parties.** Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, trust, or fiduciary relationship between the Parties, and GoldBase shall not be deemed a mine operator, joint owner, or participant in mineral title. GoldBase's rights are purely economic and contractual in nature.

**25.5 No Waiver.** No failure or delay by either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver must be in writing and signed by the Party granting the waiver and shall be effective only in the specific instance and for the specific purpose for which given.

**25.6 Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such provision shall, to the minimum extent required, be modified so as to be valid and enforceable, and the remaining provisions of this Agreement shall remain in full force and effect. The Parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid provision that, to the greatest extent possible, reflects the original commercial intent.

**25.7 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, discussions, term sheets, and understandings, whether written or oral, relating to such subject matter.

**25.8 Counterparts and Electronic Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and delivery by electronic means (including PDF or electronic signature platforms such as DocuSign) shall be effective to bind the Parties.

**25.9 Time of the Essence.** Time is of the essence in respect of all obligations of the Parties under this Agreement, including, without limitation, obligations relating to delivery of gold, payment of the Exercise Price, and remediation of defaults.

**25.10 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement, and no person other than the Parties and their permitted successors and assigns shall have any rights or claims under this Agreement.

**25.12 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns.

**25.13 No Merger.** Termination or expiration of this Agreement shall not merge or extinguish any rights or obligations that have accrued prior to such termination or expiration, including accrued delivery obligations, cash-settlement rights, acceleration rights, and Priority Production Rights, all of which shall continue in full force and effect until satisfied or discharged in accordance with this Agreement.

**25.14 Remedies Cumulative.** All rights and remedies of GoldBase under this Agreement are cumulative and in addition to, and not in substitution for, any rights or remedies available at law or in equity. GoldBase may exercise any such rights or remedies individually, concurrently, or successively.

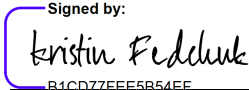
**25.15 Costs and Expenses.** Except as expressly provided otherwise in this Agreement, each Party shall bear its own costs and expenses incurred in connection with the negotiation, execution, and performance of this Agreement. Notwithstanding the foregoing, Maritimes shall bear all costs required to deliver gold under this Agreement, shall reimburse audit or inspection costs where discrepancies are found above agreed thresholds, shall bear costs required to cure any default, and shall bear all costs related to the procurement of replacement gold.

**25.16 Survival.** Without limiting Article 19, the Parties expressly agree that all provisions relating to delivery obligations, Future-Discovered Gold entitlements, confidentiality, dispute resolution and governing law, representations and warranties, Priority Production Rights, acceleration and cash-settlement remedies, assignment, and the entire agreement clause shall survive termination, expiry, or completion of this Agreement for so long as necessary to give them full force and effect.

*[Signature Page Follows]*

**IN WITNESS WHEREOF** the Parties have duly executed this Agreement as of the Effective Date.

**MARITIMES GOLD CORPORATION.**

Per:  Signed by:  
B4CD77EEE5B54EE...  
Authorized Signatory

**GOLDBASE DIGITAL LTD**

Per:  Signed by:  
552820992C3D496...  
Authorized Signatory

SCHEDULE A

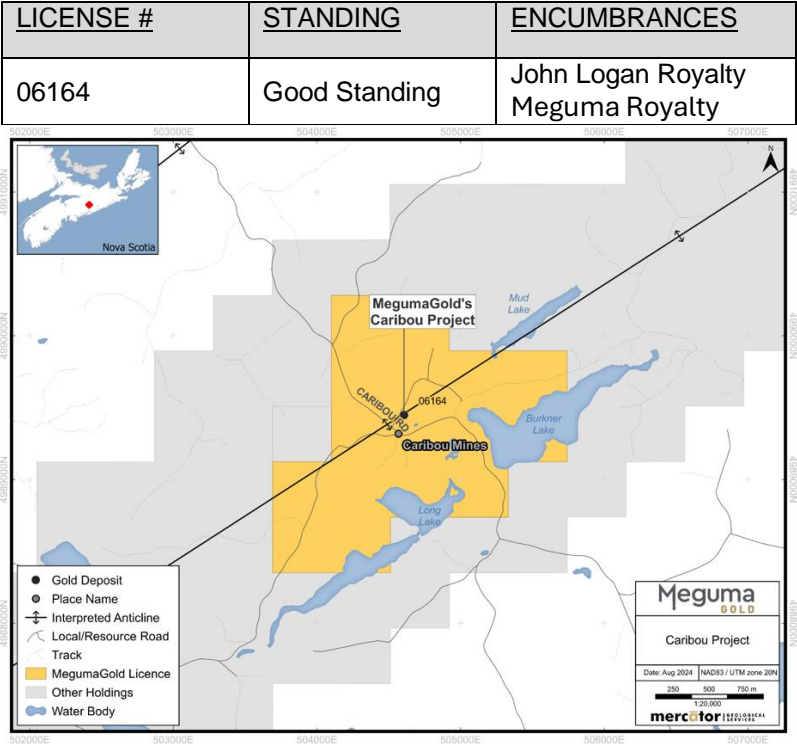
This Schedule forms an integral part of the Agreement and describes the mineral claims and licences collectively referred to as the “Properties”.

A.1 Properties

As of the Effective Date, Maritimes, pursuant to the Option Agreement, has the option to acquire the Properties:

1. Caribou Property (Nova Scotia)

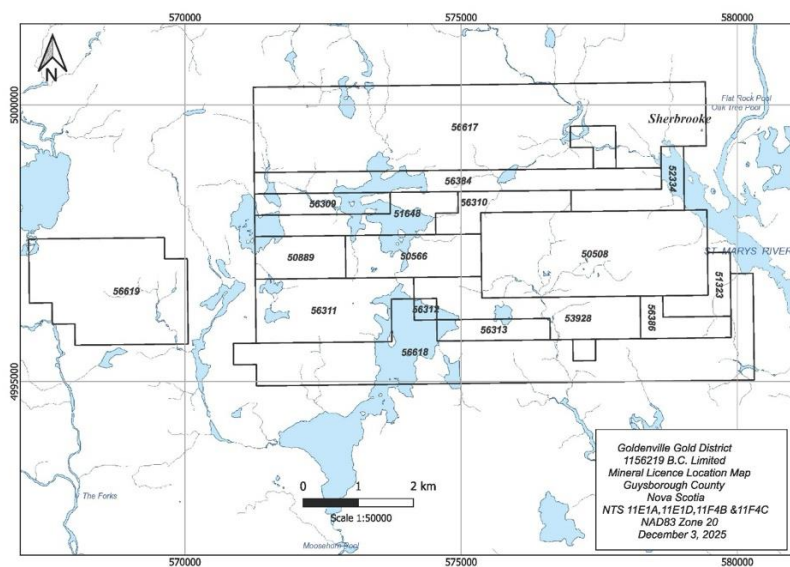
- NI 43-101 effective October 8, 2008.
- Inferred Gold Resources: ~94,765 oz.
- Encumbrances:
  - “John Logan Royalty” means 3% net smelter returns royalty.
  - “Meguma Royalty” means 5% net smelter returns royalty.



## 2. Goldenville Property (Nova Scotia)

- NI 43-101 effective June 4, 2020.
- Inferred Gold Resources: ~310,000 oz.
- Encumbrances:
  - **“3302051 Royalty”** means 2% gross metals royalty.
  - **“Kalt Royalty”** means 2% gross royalty.
  - **“Meguma Royalty”** means 5% net smelter returns royalty.

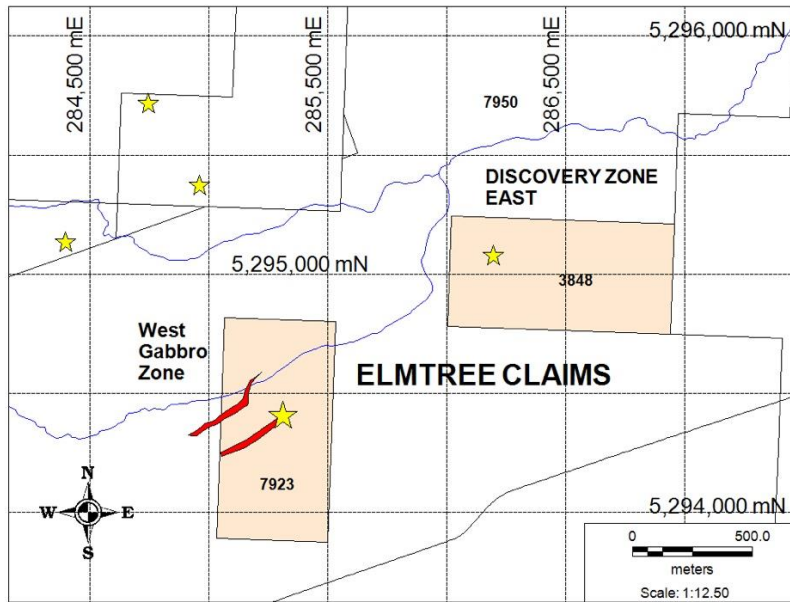
<u>LICENSE #</u>	<u>STANDING</u>	<u>ENCUMBRANCES</u>
50508	Good Standing	3302051 Royalty Meguma Royalty
50566	Good Standing	3302051 Royalty Meguma Royalty
50889	Good Standing	Meguma Royalty
51323	Good Standing	Meguma Royalty
51648	Good Standing Renewal Applied	Kalt Royalty Meguma Royalty
52334	Good Standing Renewal Applied	Kalt Royalty Meguma Royalty
53928	Good Standing Renewal Applied	Meguma Royalty
56309	Good Standing	Meguma Royalty
56310	Good Standing	Meguma Royalty
56311	Good Standing	Meguma Royalty
56312	Good Standing	Meguma Royalty
56313	Good Standing	Meguma Royalty
56386	Good Standing	Meguma Royalty
56384	Good Standing	Meguma Royalty
56617	Good Standing	Meguma Royalty
56618	Good Standing	Meguma Royalty
56619	Good Standing	Meguma Royalty



### **3. Elmtree Property (New Brunswick)**

- NI 43-101 effective March 4, 2011.
- Preliminary Economic Assessment effective March 5, 2010.
- Indicated and Inferred Gold Resources: ~294,000 oz.
- Encumbrances:
  - “**Meguma** Royalty” means the 5% net smelter returns royalty.

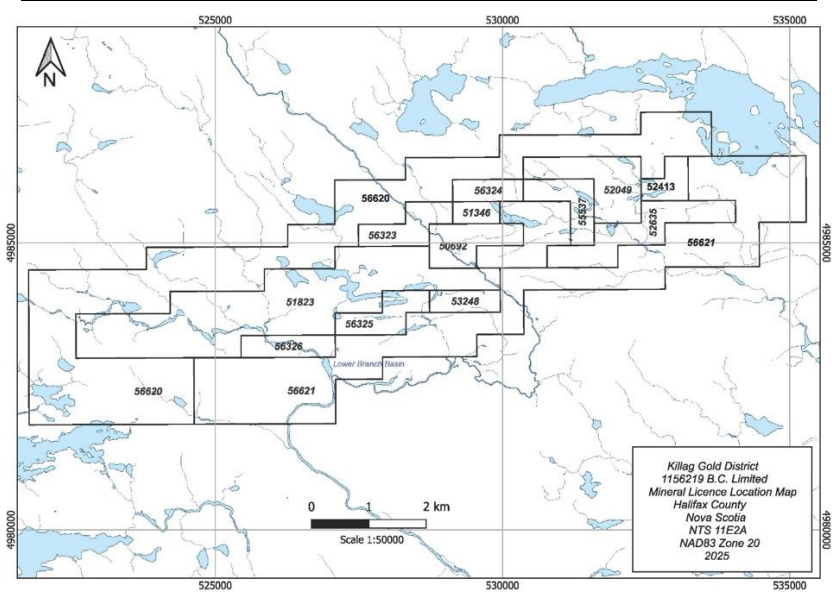
<b><u>RIGHT #</u></b>	<b><u>STANDING</u></b>	<b><u>ENCUMBRANCES</u></b>
3848	Good Standing	Meguma Royalty
7923	Good Standing	Meguma Royalty



4. Killag Property (Nova Scotia)

- Advanced exploration-stage property.
- No NI 43-101 resource estimate available.
- Encumbrances:
  - “**Smith Royalty**” means the 0.75% net smelter returns royalty.
  - “**Kalt Royalty**” means the 0.75% net smelter returns royalty.
  - “**Meguma Royalty**” means the 5% net smelter returns royalty.

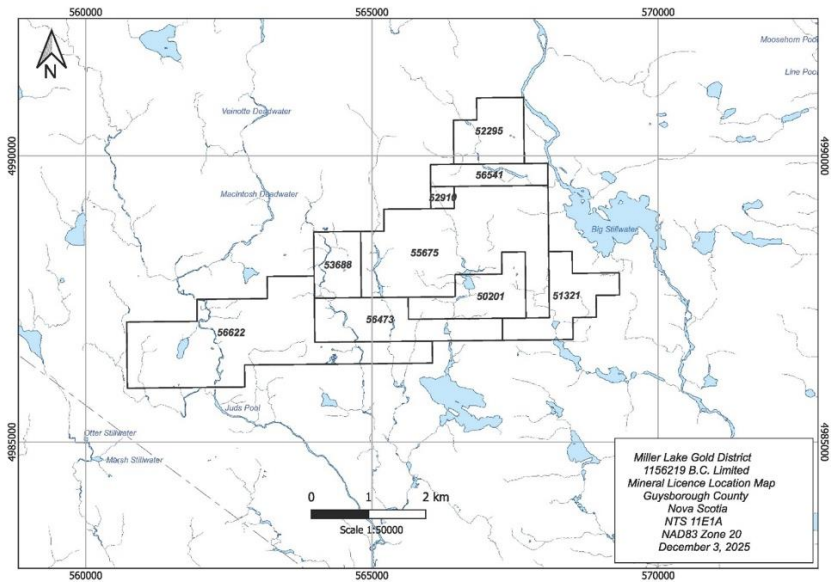
LICENSE #	STANDING	ENCUMBRANCES
50692	Good Standing	Smith Royalty Meguma Royalty
51346	Good Standing	Kalt Royalty Meguma Royalty
51823	Good Standing	Kalt Royalty Meguma Royalty
52049	Good Standing	Meguma Royalty
52413	Good Standing Renewal Applied	Kalt Royalty Meguma Royalty
52635	Good Standing Renewal Applied	Meguma Royalty
53248	Good Standing Renewal Applied	Meguma Royalty
55537	Good Standing	Meguma Royalty
56323	Good Standing	Meguma Royalty
56324	Good Standing	Meguma Royalty
56325	Good Standing	Meguma Royalty
56326	Good Standing	Meguma Royalty
56620	Good Standing	Meguma Royalty
56621	Good Standing	Meguma Royalty



5. Miller Lake Property (Nova Scotia)

- Early-stage exploration property.
- No NI 43-101 resource estimate available.
- Encumbrances:
  - “MacKinnon Royalty” means 1.5% gross metals royalty
  - “Meguma Royalty” means the 5% net smelter returns royalty.

LICENSE #	STANDING	ENCUMBRANCES
50201	Good Standing	MackKinnon Royalty Meguma Royalty
51321	Good Standing	Meguma Royalty
52295	Good Standing Renewal Applied	Meguma Royalty
52910	Good Standing	Meguma Royalty
53688	Good Standing	Meguma Royalty
55675	Good Standing	Meguma Royalty
56473	Good Standing	Meguma Royalty
56541	Good Standing	Meguma Royalty
56622	Good Standing	Meguma Royalty

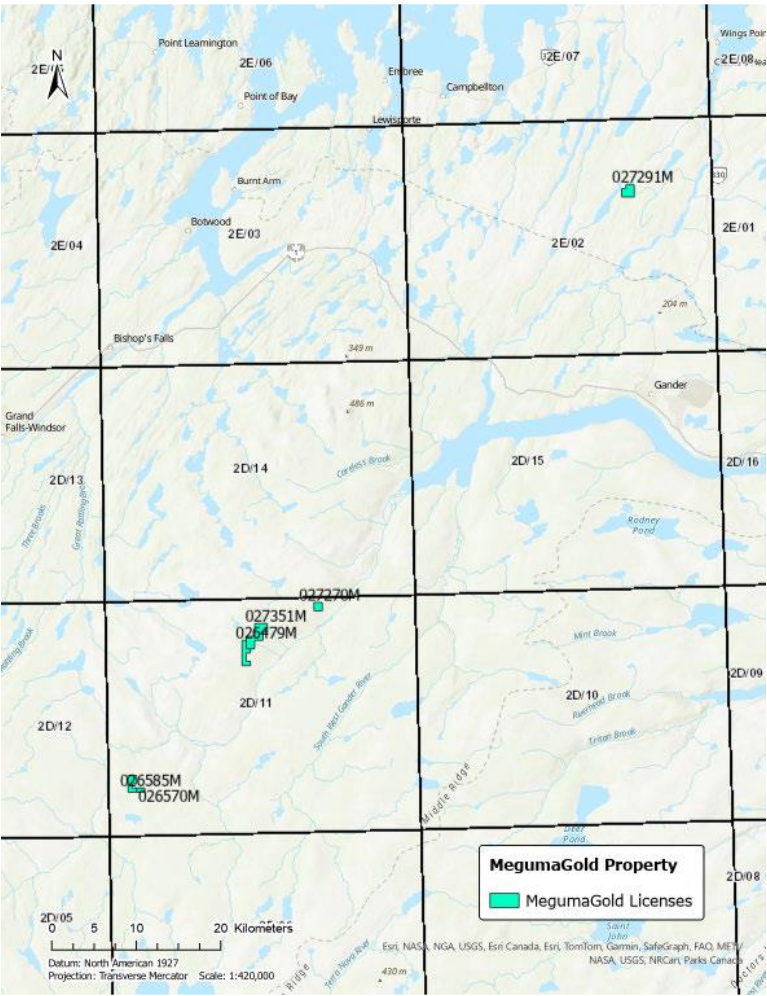




**6. Newfoundland Property (Newfoundland and Labrador)**

- Early-stage exploration property.
- No NI 43-101 resource estimate available.
- Encumbrances:
  - **“First Stockley Royalty”** means the 0.75% net smelter returns royalty.
  - **“Second Stockley Royalty”** means the 0.75% net smelter returns royalty.
  - **“Meguma Royalty”** means the 5% net smelter returns royalty.

<b><u>LICENSE #</u></b>	<b><u>STATUS</u></b>	<b><u>ENCUMBRANCES</u></b>
026479M	Issued	First Stockley Royalty Meguma Royalty
026570M	Issued	Second Stockley Royalty Meguma Royalty
026585M	Issued	Second Stockley Royalty Meguma Royalty
027270M	Issued	First Stockley Royalty Meguma Royalty
027291M	Issued	First Stockley Royalty Meguma Royalty
027351M	Issued	First Stockley Royalty Meguma Royalty



A.2 Total Discovered Gold

Combined NI 43-101 Indicated and Inferred Discovered Gold on the Properties:

<u>PROPERTY</u>	<u>RESOURCE CLASSIFICATION</u>	<u>GOLD</u>
Caribou	Inferred	~94,765 oz
Goldenville	Inferred	~310,000 oz
Elmtree	Indicated and Inferred	~294,000 oz
<b>Total Discovered Gold</b>		<b>~698,765 oz</b>