Deed of Assignment and Assumption

Fosterville South Exploration Ltd. (**FSX**)

15103452 Canada Inc., a wholly owned subsidiary of FSX (**FSX Sub**)

Wild Dog Resources Inc. (the **Assignor**)

The corporation named in Schedule 1 (the **Continuing Party**)

[CONTACT DETAILS REDACTED]

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Deed of Assignment and Assumption

August 31, 2023

Parties

Fosterville South Exploration Ltd. (**FSX**)

15103452 Canada Inc., a wholly owned subsidiary of FSX (**FSX Sub**)

Wild Dog Resources Inc. (**Assignor**)

The corporation named in Schedule 1 (the **Continuing Party**)

Background

A. The Assignor and the Continuing Party are parties to the Agreement (as defined herein).

B. The Assignor has entered into an amalgamation agreement with FSX and FSX Sub dated June 30, 2023, as amended on July 31, 2023 (the **Amalgamation Agreement**), pursuant to which the Assignor and FSX Sub will amalgamate to form one corporation called "Wild Dog Resources Inc." or such other name as FSX may decide (the **Assignee**) under the provisions of the CBCA (as defined herein) (the **Amalgamation**).

C. Pursuant to the Amalgamation, the securities of the Assignor will not become listed on a stock exchange as contemplated in the Agreement, whereas the common shares in the capital of FSX are listed on the TSX Venture Exchange.

D. Upon completion of the Amalgamation:

(i) The Assignor has agreed to assign the Assigned Interest to the Assignee;

(ii) The Assignor and FSX Sub, as the corporations amalgamating to form the Assignee, agree, for and behalf of the Assignee, to the assignment of the Assigned Interest to the Assignee and the assumption of the Assumed Obligations by the Assignee in accordance with the provisions of this deed; and

(iii) FSX, as the sole shareholder of the Assignee following the completion of the Amalgamation, has agreed to cause and procure the Assignee to accept the assignment of the Assigned Interest and to assume the Assumed Obligations in accordance with the provisions of this deed.

E. The Continuing Party acknowledges, consents and agrees to the assignment of the Assigned Interest to the Assignee and to the Assignee assuming the Assumed Obligations in accordance with the provisions of this deed.

Deed of Assignment and Assumption

It is agreed

1. Definitions and interpretation

1.1 Definitions

In this deed:

Agreement means the agreement between the Assignor and the Continuing Party as listed in Schedule 1.

Assigned Interest means the Assignor's undivided right, title and interest in and under the Agreement, as amended pursuant to clause 5.

Assumed Obligations means all of the covenants, obligations and liabilities of the Assignor required to be observed or performed by the Assignor under the Agreement in respect of the Assigned Interest, as amended pursuant to clause 5.

Authorised Officer of a party which is a corporation means:

(a) an employee of the party whose title contains either of the words Director or Manager;

(b) a person performing the function of any of them;

(c) a solicitor acting on behalf of the party; or

(d) a person appointed by the party to act as an Authorised Officer for the purposes of this deed and notified to the others.

Business Day means:

(a) if determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and

(b) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Brisbane, Australia.

CBCA means the *Canada Business Corporations Act* (Canada), as amended, including the regulations promulgated thereunder.

Effective Date has the meaning ascribed thereto in the Amalgamation Agreement, as amended from time to time.

Government Body means:

(a) any person, body or other thing exercising an executive, legislative, judicial or other governmental function of any country or political subdivision of any country;

(b) any public authority constituted by or under a law of any country or political subdivision of any country; and

(c) any person deriving a power directly or indirectly from any other Government Body.

Outside Date has the meaning ascribed thereto in the Amalgamation Agreement, as amended from time to time.

1.2 **Interpretation**

(a) Unless the contrary intention appears, a reference in this deed to:

(1) this deed or another document includes any variation or replacement of it despite any change in the identity of the parties;

(2) one gender includes the others;

(3) the singular includes the plural and the plural includes the singular;

(4) a person, partnership, corporation, trust, association, joint venture, unincorporated body, Government Body or other entity includes any other of them;

(5) an item, recital, clause, subclause, paragraph, schedule or attachment is to an item, recital, clause, subclause, paragraph of, or schedule or attachment to, this deed and a reference to this deed includes any schedule or attachment;

(6) a party includes the party’s executors, administrators, successors, substitutes (including a person who becomes a party by novation) and permitted assigns;

(7) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;

(8) money is to Canadian dollars, unless otherwise stated; and

(9) a time is a reference to Brisbane, Australia time unless otherwise specified.

(b) The words include, including, such as, for example and similar expressions are not to be construed as words of limitation.

(c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

(d) Headings and any table of contents or index are for convenience only and do not affect the interpretation of this deed.

(e) A provision of this deed must not be construed to the disadvantage of a party merely because that party or its advisers were responsible for the preparation of this deed or the inclusion of the provision in this deed.

1.3 **Business Days**

(a) If anything under this deed must be done on a day that is not a Business Day, it must be done instead on the next Business Day.

(b) If an act is required to be done on a particular day, it must be done before 5.00pm on that day or it will be considered to have been done on the following day.

1.4 **Parties**

(a) If a party consists of more than one person, this deed binds each of them separately and any two or more of them jointly.

(b) An agreement, covenant, obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them separately.

(c) An agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and each of them separately.

2. Assignment of Assigned Interest

2.1 Assignment

(a) Upon completion of the Amalgamation, the Assignor assigns to the Assignor and FSX Sub, as the corporations amalgamating to form the Assignee, on behalf of the Assignee, the Assigned Interest and the Assignor and FSX Sub, as the corporations amalgamating to form the Assignee, on behalf of the Assignee, accept the assignment of the Assigned Interest (the **Assignment**) in the form set forth in Schedule 2; and

(b) Upon completion of the Amalgamation, FSX, as the sole shareholder of the Assignee, agrees to cause and procure the Assignee to agree to be bound by the Assignment in the form set forth in Schedule 2,

except that any provision in the Agreement that includes a reference to “Public Listing,” “Listing,” “Listing of WDR (or its nominee),” “Listing of WDR” or other related term shall be amended, mutatis mutandis, so as to refer instead to the Effective Date or the Amalgamation, as applicable.

2.2 Effective Date

The Assignment under this clause takes effect on and from the Effective Date.

3. Assumption of Assumed Obligations

3.1 Assumption

(a) The Assignor and FSX Sub, as the corporations amalgamating to form the Assignee, for and on behalf of the Assignee, covenant with the Assignor and the Continuing Party that, as from the Effective Date, the Assignee will assume the Assumed Obligations that are required to be performed and agrees to be bound by all the terms and conditions, restrictions and obligations to be observed by the Assignor under the Agreement to the extent of the Assigned Interest (the **Assumption**) in the form set forth in Schedule 2; and

(b) Upon completion of the Amalgamation, FSX, as the sole shareholder of the Assignee, agrees to cause and procure the Assignee to accept the assumption of the Assumed Obligations that are required to be performed and to be bound by the Assumption in the form set forth in Schedule 2,

except that any provision in the Agreement that includes a reference to “Public Listing,” “Listing,” “Listing of WDR (or its nominee),” “Listing of WDR” or other related term shall be amended, mutatis mutandis, so as to refer instead to the Effective Date or the Amalgamation, as applicable.

3.2 Effective Date

The Assumption under this clause takes effect on and from the Effective Date.

4. Consent and covenant by Continuing Party

The Continuing Party:

(a) acknowledges, consents and agrees to the assignment of the Assigned Interest referred to in clause 2 and the assumption of the Assumed Obligations referred to in clause 3, each in the form set forth in Schedule 2; and

(b) covenants with the Assignor and FSX Sub, on behalf of the Assignee, and FSX to observe the terms and conditions of the Agreement which are on its part required to be observed,

except that any provision in the Agreement that includes a reference to "Public Listing," "Listing," "Listing of WDR (or its nominee)," "Listing of WDR" or other related term shall be amended, mutatis mutandis, so as to refer instead to the Effective Date or the Amalgamation, as applicable.

5. Amendments

The Agreement is hereby amended as follows, and except as modified herein, the Agreement remains in full force and effect in accordance with its terms, and are hereby ratified, confirmed and approved in all respects by the parties without any further modification.

5.1 Any provision in the Agreement that includes a reference to "Public Listing," "Listing," "Listing of WDR (or its nominee)," "Listing of WDR" or other related term shall be amended, mutatis mutandis, so as to refer instead to the Effective Date or the Amalgamation, as applicable.

5.2 Clause 1 of the Agreement be deleted in its entirety and replaced with the following:

"1. In consideration for NGGL and the NGGL Liquidator terminating and discontinuing all legal claims and proceedings of any kind and for consenting to the lifting of the Court Injunction in relation to the areas covered by historic tenements ML 122 and EL 1140 (which have expired and not been renewed) and by ELA 2516 and EL 2516, WDR (or its nominee) shall make the following Cash Payments to NGGL:

(a) **CAD$50,000** payable progressively to the NGGL Liquidator, being a reasonable market-based fee for his advisory and consulting services under this Agreement and to cover all fees in respect of administrative issues in connection with processing cash and share payments to creditors of NGGL which. will be in full and final satisfaction of any and all claims whatsoever by the Liquidator; with:

(i) **CAD$10,000** thereof payable to the NGGL Liquidator within 5 days of the date both parties have signed this Agreement, which amount has been paid as at the date of the Deed;

(ii) a further **$10,000** thereof payable to the NGGL Liquidator within 10 business days of the date of notification of WDR of the lifting of the Court Injunction independently by the National Court of PNG, or upon the NGGL Liquidator notifying WDR that he has lodged a formal letter addressed to MRA consenting on behalf of NGGL to the termination and discontinuance of all NGGL legal claims and proceedings and to the lifting of the Court Injunction by NGGL against the MRA or the PNG Government relating to historic tenements ML 122 and EL 1440, which amount has been paid as at the date of the Deed; and

(iii) a further **CAD$30,000** thereof payable to the NGGL Liquidator within 20 business days following the notification to WDR of the grant of EL 2516 pursuant to ELA 2516;

(b) **CAD$400,000** payable to the NGGL Liquidator for payment to NGGL creditors, which together with the Share Payment referred to in clause 2 below. will be in full and Final satisfaction of any and all claims whatsoever by NGGL in respect of the areas covered by the historic tenements being ML 122 and EL 1140 and by ELA 2516 and EL 2516, to be paid progressively by WDR as set out below:

(i) **CAD$75,000** payable to the NGGL Liquidator within 10 business days of the date of notification to WDR of the lifting of the Court Injunction, which amount has been paid as at the date of the Deed: and

(a) **CAD$325,000** payable to the NGGL Liquidator within 20 business days following the grant of EL 2516 pursuant to ELA 2516;

(c) **K55,750** to Warner Shand for legal costs, including K45,750 paid prior to this Agreement (including K25,750 to recognise historic fees for service to NGGL) and **K10,000** still owing, with such fees payable within 10 business days following notification to WDR that the Court Injunction has been lifted, or upon WDR receiving notification that the NGGL Liquidator has lodged the formal notice of termination of all legal claims by NGGL and has consented to the lifting of the Court Injunction, which amount has been paid as at the date of the Deed.

5.3 Clause 2 of the Agreement be deleted in its entirety and replaced with the following:

“2. In further satisfaction for NGGL and the NGGL Liquidator terminating and discontinuing all legal claims and proceedings of any kind and for the lifting of the Court Injunction in relation to the areas covered by historic tenements ML 122 and EL 1140 and to ELA 2516 and EL 2516, upon the later of (i) the Effective Date and (ii) the grant of EL 2516 pursuant to ELA 2516, WDR shall issue to the NGGL Liquidator (or as he may direct in writing) an aggregate of **CAD$400,000** in FSX Shares at a price per FSX Share equal to the closing price immediately preceding such issuance in full and final satisfaction of any claims whatsoever by NGGL in respect of the areas covered by historic tenements EL 140 and ML 122 and by ELA 2516 and EL 2516 and for the purpose of payment to NGGL creditors. Prior to the issue of the FSX Shares that comprise the Share Payments, NGGL must provide to WDR a list or parties or individuals to whom the Share Payments are to be made.”

5.4 Clause 3 of the Agreement be deleted in its entirety and replaced with the following:

“3. For the purposes of this Agreement, unless the context otherwise requires:

“Amalco” means the corporation continuing from the Amalgamation.

“Amalgamation” means the amalgamation of FSX Sub and WDR under the provisions of the *Canada Business Corporations Act* on the terms and conditions set forth in amalgamation agreement dated June 30, 2023, as amended on July 31, 2023 and from time to time, among WDR, FSX and FSX Sub.

“Effective Date” means the effective date of the Amalgamation as set forth in the certificate of Amalgamation to be issued to Amalco.

“Deed” means the Deed of Assignment and Assumption, as amended from time to time, dated August 31, 2023 among WDR, FSX, FSX Sub and NGGL.

“FSX” means Fosterville South Exploration Ltd., a company incorporated under the laws of British Columbia.

“FSX Sub” means 15103452 Canada Inc., a company incorporated under the federal laws of Canada.”

6. Governing law and jurisdiction

6.1 Governing law

This deed is governed by and construed in accordance with the laws of the jurisdiction listed at Schedule 1.

6.2 Jurisdiction

Each party irrevocably:

(a) submits to the non-exclusive jurisdiction of the courts of the jurisdiction listed at Schedule 1, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within paragraph 6.2(a).

7. Miscellaneous

7.1 Exercise rights

A single or partial exercise or waiver by a party of any right under or relating to this deed will not prevent any other exercise of that right or the exercise of any other right.

7.2 Legal effect

Each party acknowledges and agrees for the benefit of each other party that this document is intended to take effect as a deed.

7.3 Termination

This deed will terminate and be of no further force or effect in the event that the Amalgamation is not completed by the Outside Date.

7.4 Merger

If the liability of a party to pay money under this deed becomes merged in any deed, judgment, order or other thing, the party liable must pay interest on the amount owing from time to time under that deed, judgment, order or other thing at the higher of the rate payable under this deed and that fixed by or payable under that deed, judgment, order or other thing.

7.5 Moratorium legislation

Any law which varies prevents or prejudicially affects the exercise by a party of any right, power or remedy conferred on it under this deed is excluded to the extent permitted by law.

7.6 Remedies cumulative

The rights and remedies under this deed are cumulative and not exclusive of any rights or remedies provided by law.

7.7 **Severability**

If a provision of this deed is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

7.8 **Further assurance**

Each party must promptly at its own cost do all things (including executing and delivering all documents) necessary or desirable to give full effect to this deed and the transactions contemplated by it.

7.9 **Costs**

Each party is responsible for all its own costs incurred in the negotiation and performance of this deed including legal costs.

7.10 **Variation**

An amendment or variation to this deed is not effective unless it is in writing and signed by the parties.

7.11 **Waiver**

(a) A party's waiver of a right under or relating to this deed, whether prospectively or retrospectively, is not effective unless it is in writing and signed by that party.

(b) No other act, omission or delay by a party will constitute a waiver of a right.

7.12 **Counterparts**

This deed may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument. A party who has executed a counterpart of this deed may deliver it to, or exchange it with, another party by:

(a) faxing; or

(b) emailing a pdf (portable document format) copy of,

the executed counterpart to that other party.

7.13 **Whole agreement**

This deed and the Agreement:

(a) form the entire agreement and understanding between the parties relating to the subject matter of this deed; and

(b) supersede any prior agreement, representation (written or oral) or understanding on anything connected with that subject matter.

Signing page

Executed as a deed by **Fosterville South Exploration Ltd.**

"Bryan Slusarchuk"	*"Charles Hethey"*
Director/Sole Director/Sole Director and Secretary	Director/Secretary
Bryan Slusarchuk	Charles Hethey
Print full name of Director/Sole Director	Print full name of Director/Secretary

Executed as a deed by **Wild Dog Resources Inc.**

"Alan Martin"	*"Iain Martin"*
Director/Sole Director/Sole Director and Secretary	Director/Secretary
Alan Martin	Iain Martin
Print full name of Director/Sole Director	Print full name of Director/Secretary

Executed as a deed by **15103452 Canada Inc.**

"Bryan Slusarchuk"	*"Charles Hethey"*
Director/Sole Director/Sole Director and Secretary	Director/Secretary
Bryan Slusarchuk	Charles Hethey
Print full name of Director/Sole Director	Print full name of Director/Secretary

Executed as a deed by **New Guinea Gold Limited (In Liquidation) (Company Registration No. 1-18903)**

"Michael Jon Mayberry"

Liquidator

Michael Jon Mayberry

Print full name of Liquidator

Schedule 1

Continuing Party

Name	Address	Email	Contact Person
New Guinea Gold Limited (In Liquidation) (Company Registration No. 1-18903)	*[Address redacted]*		

Further Items

Item	
Agreement	Agreement dated May 30, 2022 between the Assignor and the Continuing Party
Jurisdiction	Province of Ontario, Canada

Schedule 2

AGREEMENT TO BE BOUND AND GUARANTEE

Wild Dog Resources Inc., Corporation Number ____________ (the **Assignee**), agrees to be bound by the terms and conditions of the Deed of Assignment and Assumption dated August 31, 2023 (the **Deed**) among Fosterville South Exploration Ltd. (**FSX**), 15103452 Canada Inc., Wild Dog Resources Inc. and New Guinea Gold Limited (In Liquidation) (Company Registration No. 1-18903).

The Assignee accepts the assignment of the Assigned Interest by the Assignor to the Assignee.

The Assignee assumes the Assumed Obligations that are required to be performed and agrees to be bound by all the terms and conditions, restrictions and obligations to be observed by the Assignor under the Agreement, to the extent of the Assigned Interest.

FSX guarantees the issuance of the FSX Shares as set forth in the Agreement.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Deed.

Dated this ___ day of _______, 2023.

Executed as a deed by **Wild Dog Resources Inc. (Corporation Number ____________)**

Director/Sole Director/Sole Director and Secretary	Director/Secretary
Print full name of Director/Sole Director	Print full name of Director/Secretary

Executed as a deed by **Fosterville South Exploration Ltd.**

Director/Sole Director/Sole Director and Secretary	Director/Secretary
Print full name of Director/Sole Director	Print full name of Director/Secretary