

AMENDED AND RESTATED ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is dated June _13_, 2018.

AMONG:

MICHAEL BLADY, an individual with an address at 335 – 1632 Dickson Ave, Kelowna, British Columbia, Canada, V1Y 7T2

AND:

CHRISTOPHER PAUL, an individual with an address at 335 – 1632 Dickson Ave, Kelowna, British Columbia, Canada, V1Y 7T2

AND:

DEV RISHY-MAHARAJ, an individual with an address at 950 Munro Street, British Columbia, Canada V2C 3G1

(Mr. Blady, Mr. Paul and Mr. Rishy-Maharaj together, the "**Optionors**")

AND:

PETER CUNNINGHAM, an individual with an address at 3206 - 65 Harbour Square, Toronto, Ontario, Canada M5J 2L4

AND:

2411763 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario and having an address at 2 - 30 Robinson Street, Toronto, Ontario, Canada M6J 1L2

AND:

JORDAN TRIMBLE, an individual with an address at 309 - 1255 Seymour Street, Vancouver, British Columbia, Canada V6B 0H1

AND:

JAMES PETTIT, an individual with an address at 501 - 118 2nd Street, North Vancouver, British Columbia, Canada V7L 1C3

(Mr. Cunningham, 2411763 Ontario Inc., Mr. Trimble and Mr. Pettit together, the "**Assignors**")

AND:

MANSA EXPLORATION INC., a corporation incorporated under the laws of the Province of British Columbia and having an address at Suite 1500 – 1055 West Georgia Street, Vancouver, British Columbia, Canada V6E 4N7

("Mansa")

WHEREAS:

A. the Optionors, the Assignors and Mansa entered into an assignment and assumption agreement dated October 13, 2016 (the "**Original Assignment and Assumption Agreement**");

B. the Optionors, the Optionees and Mansa desire to amend the Original Assignment and Assumption Agreement to clarify certain clauses and provisions of the Original Assignment and Assumption Agreement on the terms and subject to the conditions set forth herein; and

C. the Optionors, the Optionees and Mansa have agreed to restate the terms of the Original Assignment and Assumption Agreement, as so amended, and to replace the Original Assignment and Assumption Agreement in its entirety with the Amended and Restate Assignment and Assumption Agreement attached hereto as Schedule "1".

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ORIGINAL ASSIGNMENT AND ASSUMPTION AGREEMENT

(a) The Optionors, the Optionees and Mansa confirm that all prior actions taken by them pursuant to the Original Assignment and Assumption Agreement are effective as if taken under, and are subject to, this Amended and Restated Assignment and Assumption Agreement. Each reference herein, or in the Original Assignment and Assumption Agreement to "this Agreement", "hereunder", "herein", "hereby" or words of like import will mean and be a reference to the Original Assignment and Assumption Agreement as amended and restated hereby, and each reference to the Original Assignment and Assumption Agreement in any other document, instrument or agreement executed and/or delivered in connection with the Original Assignment and Assumption Agreement will mean a reference to the Original Assignment and Assumption Agreement, as amended and restated hereby. This Amended and Restated Assignment and Assumption Agreement will not discharge, result in a waiver of, or constitute a novation or any debt, obligation, covenant or agreement contained in the Original Assignment and Assumption Agreement or in any agreements, certificates and other documents executed and delivered by or on behalf of one of the parties hereto, which will remain in full force and effect except to the extent modified by this Amended and Restated Assignment and Assumption Agreement.

2. ENTIRE AGREEMENT

(a) This Amended and Restated Assignment and Assumption Agreement amends, restates and replaces the Original Assignment and Assumption Agreement in its entirety and constitutes the sole and entire agreement of the Optionors, the Assignors and Mansa with respect to the subject matter of this Amended and Restated Assignment and Assumption Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter.

3. GOVERNING LAW

(a) This Amended and Restated Assignment and Assumption Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties hereto irrevocably consent to the exclusive jurisdiction

of the courts of the Province of British Columbia and hereby agree that any disputes or claims arising hereunder may be brought before, and adjudicated by, the courts of the Province of British Columbia, all objections to such venue in such court being irrevocably waived hereby.

4. COUNTERPARTS

(a) This Amended and Restated Assignment and Assumption Agreement may be executed in the same form and by facsimile or other electronic means and such parts as so executed will together constitute one original document, and such parts, if more than one, will be read together and construed as if all parties had executed one copy of this Amended and Restated Assignment and Assumption Agreement.

IN WITNESS WHEREOF the Optionors and the Optionees hereto have executed this Agreement as of the date and year first written above.

OPTIONORS:

"Michael Blady"
Michael Blady

"Christopher Paul"
Christopher Paul

"Dev Rishy-Maharaj"
Dev Rishy-Maharaj

ASSIGNORS:

"Peter Cunningham"
Peter Cunningham

"Jordan Trimble"
Jordan Trimble

"Johnathan Dewdney"
2411763 Ontario Inc
Per: Johnathan Dewdney, CEO

"James Pettit"
James Pettit

ASSIGNEE:

MANSA EXPLORATION INC.
Per:

"Christian Scovenna"
Christian Scovenna, CEO

SCHEDULE "1"

AMENDED AND RESTATED ASSIGNMENT AND ASSUMPTION AGREEMENT

[See Attached]

AMENDED AND RESTATED ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made effective as of the 13th day of October, 2016.

AMONG:

MICHAEL BLADY, an individual with an address at 335 – 1632 Dickson Ave, Kelowna, British Columbia, Canada, V1Y 7T2

AND:

CHRISTOPHER PAUL, an individual with an address at 335 – 1632 Dickson Ave, Kelowna, British Columbia, Canada, V1Y 7T2

AND:

DEV RISHY-MAHARAJ, an individual with an address at 950 Munro Street, British Columbia, Canada V2C 3G1

(Mr. Blady, Mr. Paul and Mr. Rishy-Maharaj together, the "**Optionors**")

AND:

PETER CUNNINGHAM, an individual with an address at 3206 - 65 Harbour Square, Toronto, Ontario, Canada M5J 2L4

AND:

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AND:

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AND:

JAMES PETTIT, an individual with an address at 501 - 118 2nd Street, North Vancouver, British Columbia, Canada V7L 1C3

(Mr. Cunningham, 2411763 Ontario Inc., Mr. Trimble and Mr. Pettit together, the "**Assignors**")

AND:

MANSA EXPLORATION INC., a corporation incorporated under the laws of the Province of British Columbia and having an address at Suite 1500 – 1055 West Georgia Street, Vancouver, British Columbia, Canada V6E 4N7

(**"Mansa"**)

WHEREAS:

A. the Optionors and the Assignors entered into a mineral property option agreement dated October 13, 2016, true copies of which are attached as Exhibit A hereto (the "**Option Agreement**"), pursuant to which the Optionors granted an exclusive option to the Assignors to earn a 100% undivided interest in and to certain mineral claims listed in the Option Agreement and collectively referred to as the Skyfire Mineral Property, Cariboo Mining Division, British Columbia, Canada (the "**Property**"); and

B. the Assignors wish to assign to the Assignee all of its rights, obligations, interests and assets in respect of the Option Agreement and the Assignee has wishes to accept the transfer and assignment and to assume and perform all of the Assignors' obligations under the Option Agreement, all in accordance with the terms of this Agreement (the "**Assignment**").

NOW THEREFORE, in consideration of premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Assignors represent and warrant that Schedule "A" is a true, correct and complete copy of the Option Agreement including any and all amendments and restatements thereto and that the Option Agreement has not been amended, other than as disclosed there upon, and is in good standing and no notice of default has been received.
2. The Optionors hereby record and confirm consent to the Assignment by the Assignors to the Assignee of all of the Assignors' rights, obligations and liabilities under and to the Option Agreement and all rights and benefits relating thereto upon the assumption by the Assignee of the Assignors' rights, obligations and liabilities under the Option Agreement.
3. The Assignors hereby transfer and assign to the Assignee all right, title, benefit and interest of the Assignors in, to and under the Option Agreement.
4. The Assignee hereby assumes all liability for and agrees to discharge, perform and fulfill all of the obligations of the Assignors under the Option Agreement in the same manner and to the same extent required of the Assignors whether such liability or obligations arise prior to, on or after the date hereof.
5. The Assignors represent and warrant to the Assignee that:
 - a. the Assignors have the full right, power and authority to enter into this Agreement;
 - b. the Assignors have not previously assigned any right, title or interest in, under or to the Option Agreement or encumbered the Property;
 - c. the mineral claims comprising the Property are validly located, duly recorded and in good standing, free and clear of all encumbrances or underlying interests;
 - d. sufficient assessment work has been done and reports filed to keep the mineral claims comprising the Property in good standing under the applicable laws of British Columbia and Canada;
 - e. this Agreement constitutes a legal, valid and binding obligation of the Assignors enforceable in accordance with its terms, except as enforceability may be limited by a bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the

enforcement of creditors' rights generally;

- f. there is no outstanding allegation, claim, counterclaim, set-off, action, cause of action, demand or dispute with respect to any of the Option Agreement; and
- g. the Option Agreement is still valid and in force.

6. The Assignee represents and warrants to the Assignors that:

- a. the Assignee has the full right, power and authority to enter into this Agreement; and
- b. this Agreement constitutes a legal, valid and binding obligation of the Assignee enforceable in accordance with its terms, except as enforceability may be limited by a bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

7. The Assignors covenant and agree:

- a. to furnish to the Assignee, whenever reasonably requested by the Assignee, all letters, papers and documents in any way evidencing or relating to the Option Agreement; and
- b. to execute and do all deeds, documents and things which, in the opinion of the Assignee, may be reasonably necessary or desirable in connection with this Agreement.

8. The Assignee covenants and agrees:

- a. to observe, perform, keep and be bound by every covenant, attornment, term, condition, agreement and obligation attached to the Option Agreement to the same extent as if the Assignee had been the original holder of the grants in respect thereof;
- b. to indemnify and save harmless the Assignors from and against all damages, costs and expenses suffered or incurred by the Assignors in relation to this Agreement, and the assignment of the Assignors' rights and obligations, under or to the Option Agreement, that can reasonably be considered to be attributable to the actions or omissions of the Assignee; and
- c. to complete an NI 43-101 – *Standards of Disclosure for Mineral Projects* complaint technical report on the Skyfire property on or before September 15, 2017;

9. As consideration for the Assignment, the Assignee will issue the following:

To the Assignors:

- a. 4,000,000 common shares in the capital of the Assignee at a deemed price of \$0.05 per common share as follows:
 - i. Peter Cunningham 1,000,000

ii.	2411763 Ontario Inc.	1,000,000
iii.	Jordan Trimble	1,000,000
iv.	James Pettit	1,000,000

To the Optioners:

- b. 1,450,000 common shares in the capital of the Assignee at a deemed price of \$0.05 per common share as follows:

i.	Michael Blady	500,000
ii.	Christopher Paul	750,000
iii.	Dev Rishy-Maharaj	200,000

10. This Agreement is governed by and is to be construed and interpreted in accordance with the federal laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
11. All covenants, agreements, representations and warranties made by the parties will survive the assignment of the Assignor's right, title and interest in, under and to the Option Agreement.
12. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
13. If any provision of this Agreement will be found or determined to be invalid, illegal or unenforceable, it will be severable from this Agreement and the remainder of this Agreement will be read and construed as if such invalid, illegal or unenforceable provision or part had been deleted herefrom.
14. This Agreement may be executed in several parts in the same form and by facsimile and such parts as so executed shall together constitute one original document, and such parts, if more than one, shall be read together and construed as if all the parties had executed one copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first written above.

OPTIONORS:

"Michael Blady"
Michael Blady

"Christopher Paul"
Christopher Paul

"Dev Rishy-Maharaj"
Dev Rishy-Maharaj

ASSIGNORS:

"Peter Cunningham"
Peter Cunningham

"Jordan Trimble"
Jordan Trimble

"Johnathan Dewdney"
2411763 Ontario Inc
Per: Johnathan Dewdney, CEO

"James Pettit"
James Pettit

ASSIGNEE:

MANSA EXPLORATION INC.

"Christian Scovenna"
Per: Christian Scovenna, CEO

SCHEDULE "A"
MINERAL PROPERTY OPTION AGREEMENT

[Please see attached]