

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS agreement (the "Agreement") is made effective as of the 13th day of October, 2016.

BETWEEN:

MICHAEL BLADY
CHRIS PAUL
DEV RISHY-MAHARAJ

(the "Optionors")

AND:

PETER CUNNINGHAM
2411763 ONTARIO INC.
JORDAN TRIMBLE
JAMES PETTIT

(the "Assignors")

AND:

MANSA EXPLORATION INCORPORATED, having an office at 725
Evans Court, Kelowna, British Columbia

(the "Assignee")

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 a group of mineral claims collectively referred to as the Skyfire Mineral Property, Lillooet Mining Division, British Columbia, Canada. (the "**Property**").

B. The Assignors agreed to assign to the Assignee all of its rights, obligations, interests and assets in respect of the Option Agreement and the Assignee has agreed 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**").

C. This Agreement is the final, complete and exclusive expression of the Assignment between the Optionors, Assignors and Assignee and supersedes and replaces in all respects any prior oral or written assignment and assumption agreement.

CP

NOW THEREFORE in consideration of the mutual covenants and agreements of each other herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. The Assignors represents and warrants that Exhibit A is a true, correct and complete copy of the Option Agreement including any and all amendments 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 and obligations under and to the Option Agreement and all rights and benefits relating thereto upon the assumption by the Assignee of the Assignors' obligations 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 represents and warrants 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 any of the Option Agreement or encumbered in any way the Property;
 - c) the mineral claims comprising the Property are validly located, duly recorded and in good standing, free and clear of all encumbrances and 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 law in British Columbia;
 - 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;
 - g) the Option Agreement is still valid and in force.
6. The Assignee represents and warrants to the Assignors that:

CP

- a) the Assignee has the full right, power and authority to enter into this Agreement;
- 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 covenants and agrees:

- 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;
- 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;
- c) to complete a NI 43-101 on the Skyfire property on or before September 15, 2017;

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

To the Assignors,

- a) \$10,000 cash;
- b) 4,000,000 common shares of the Assignee, having a deemed price of \$0.05 per common share, as follows,

Peter Cunningham	1,000,000
2411763 Ontario Inc.	1,000,000

CP

Jordan Trimble 1,000,000

James Pettit 1,000,000

To the Optioners,

- c) 1,450,000 common shares in the capital of the Assignee having a deemed price of \$0.05 per common share, as follows,

Michael Blady 500,000

Christopher Paul 750,000

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.

CP

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.

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

OPTIONERS:

"Michael Blady"
Michael Blady

"Christopher Paul"
Christopher Paul

"Dev Rishy-Maharaj"
Dev Rishy-Maharaj

OPTIONEES:

"Peter Cunningham"
Peter Cunningham

"Jordan Trimble"
Jordan Trimble

"Johnathan Dewdney"
2411763 Ontario Inc.
Per: Jonathan Dewdney

"James Pettit"
James Pettit

ASSIGNEE:

MANSA EXPLORATION INC.

Per:

"Christian Scovenna"
Christian Scovenna