

DEBT SETTLEMENT AGREEMENT

This Agreement is dated and effective as of the 13th day of June 2018.

BETWEEN:

MANSA EXPLORATION INC., a corporation incorporated under the laws of the Province of British Columbia, having an office at 8 Wellington St. E., Mezzanine Level, Toronto, Ontario M5E 1C5

(hereinafter called "**Mansa**" or the "**Company**")

AND:

RIDGELINE EXPLORATION SERVICES LTD., a corporation incorporated under the laws of the Province of British Columbia, having an office at 335-1632 Dickson Ave, Kelowna, BC, V1Y 7T2

(hereinafter called "**Ridgeline**")

(hereinafter Mansa and Ridgeline are together referred to as the "**Parties**" and individually referred to as a "**Party**")

WHEREAS:

- A. Mansa and Ridgeline entered into a geological exploration and consulting agreement dated October 14, 2016, pursuant to which Ridgeline prepared, among other things, a National Instrument 43-101 compliant technical report for Mansa on the Skyfire Property located in the Cariboo Mining Division in Central British Columbia at a total cost of \$105,848.82 (the "**Work**");
- B. Mansa has paid Ridgeline \$40,000.00 for the Work;
- C. Mansa still owes Ridgeline \$65,848.82 for the Work (the "**Indebtedness**");
- D. Ridgeline wishes to halve the Indebtedness to \$32,924.41 (the "**Reduced Indebtedness**"); and
- E. Mansa wishes to issue common shares in the capital of Mansa ("**Common Shares**") to Ridgeline, and Ridgeline wishes to accept such Common Shares, as payment in full and final settlement of the Reduced Indebtedness (and thus the Indebtedness).

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto agree as follows:

1. ACKNOWLEDGMENT OF INDEBTEDNESS

The Parties acknowledge that the Indebtedness constitutes the entire outstanding indebtedness owed by Mansa to Ridgeline in respect of, or relating to, the Work.

2. SETTLEMENT

- (a) Ridgeline agrees to halve the Indebtedness to the Reduced Indebtedness.
- (b) As full and final repayment of the Reduced Indebtedness (and thus the Indebtedness), Mansa will, on the date hereof, issue to Ridgeline 329,245 Common Shares at an issue price of \$0.10 per Common Share.

3. **ACKNOWLEDGEMENTS**

The issuance of the Common Shares under Section 2 hereof shall be subject to any applicable Canadian securities laws.

4. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF MANSa**

- (a) Mansa hereby covenants that it:
 - (i) will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and its right to carry on its business as presently conducted; and
 - (ii) will comply with all laws applicable to Mansa;where, in each case, failure to do so has or might reasonably be expected to have a material adverse effect on either the ability of Mansa to perform any of its obligations under this Agreement or negatively affect the validity or enforceability of this Agreement;
- (b) Mansa hereby covenants that immediately after the execution of this Agreement, Mansa shall file such forms and documents as may be required to be filed by Mansa under applicable Canadian securities laws relating to the issuance of the Common Shares; and
- (c) Mansa hereby represents and warrants to Ridgeline that:
 - (i) Mansa is a corporation incorporated in the Province of British Columbia and is in good standing with regard to its filing of annual reports;
 - (ii) all necessary corporate action has been taken to validly authorize, reserve for issuance and issue the Common Shares to Ridgeline, and, upon issuance, the Common Shares will be validly issued as fully paid and non-assessable common shares in the capital of Mansa;
 - (iii) Mansa is not insolvent and is able to meet all of its financial liabilities as they become due and no winding-up, liquidation, dissolution or bankruptcy proceedings have been commenced or are being contemplated by Mansa, and no merger, consolidation, amalgamation, sale of all or substantially all of the assets of Mansa has been commenced or are being contemplated by Mansa; and

- (iv) the information and statements set forth in Mansa's corporate record books were, as of the date hereof, in compliance in all material respects with applicable Canadian laws and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. There is no material fact known to Mansa that Mansa has not disclosed that materially adversely affects the assets, liabilities (contingent or otherwise), affairs, business, prospects, operations or condition (financial or otherwise) of Mansa or the ability of Mansa to perform its obligations under this Agreement.

5. MUTUAL RELEASE

Upon receipt of the Common Shares in accordance with the terms of this Agreement, Ridgeline hereby remises, releases and forever discharges Mansa together with its respective successors, officers, directors, employees, agents, executors, insurers, administrators and assigns, of and from any and all manner of claims, actions, causes of action, suits, claims, debts, dues, covenants, bonds, contracts, damages, loss or injury of any nature whatsoever, including all claims for interest and costs, which against each other such Party may have had, has or hereinafter can, shall or may have, for or by reason of causes, matters or things, including all claims not now known or anticipated, but which may arise in the future, and all effects and consequences thereof, with respect to all matters in relation to any and all matters forming the subject matter of, or which could have formed the subject matter of or allegation arising from the Reduced Indebtedness (and thus the Indebtedness).

6. MISCELLANEOUS

- (a) **Assignment.** Neither Party may assign this Agreement without the written consent of the other.
- (b) **Amendment.** This Agreement may only be amended, modified or supplemented by a written agreement signed by both Parties.
- (c) **Severance.** If a court of competent jurisdiction determines any provision of this Agreement to be wholly or partially unenforceable for any reason, such unenforceability does not affect the enforceability of the balance of this Agreement and all provisions of this Agreement are, if alternative interpretations are applicable, to be construed so as to preserve this Agreement's enforceability.
- (d) **Entire Agreement.** This Agreement expresses the entire agreement between the Parties pertaining to the subject matter hereof and is binding upon and enures to the benefit of the Parties and their respective successors and assigns.
- (e) **Damages.** In no event is either Party liable to the other Party for any consequential, indirect, punitive or special damages for breach of this Agreement.
- (f) **Governing Law and Jurisdiction.** This Agreement is governed by and to be construed according to the laws of the Province of British Columbia and the federal laws of Canada applicable therein, excluding conflicts of laws provisions, and the courts of British Columbia have exclusive jurisdiction to entertain applications for injunctive relief and all other actions arising in connection with this Agreement.
- (g) **Currency.** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in the lawful currency of Canada.
- (h) **Time is of the Essence.** Time is of the essence of this Agreement.

- (i) **Due Authority.** Each Party represents and warrants that it has full power and authority to sign and deliver this Agreement and that this Agreement has been duly authorized, signed and delivered by such Party and constitutes its legal, valid and binding obligations enforceable in accordance with its terms, subject to (a) bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights, and (b) general principles of equity.
- (j) **Participation.** Each of the Parties acknowledges and agrees that it personally has participated in the preparation of this Agreement and that this Agreement is to be construed as if the Parties were joint authors and it will not be construed against one Party as if that Party were the sole or majority author of the Agreement. No doctrine or rule of *contra proferentum* will be applied to the interpretation of this Agreement.
- (k) **Independent Legal Advice.** Each of the Parties hereby acknowledges and agrees that:
 - (i) it has had an opportunity to obtain independent legal advice before entering into this Agreement;
 - (ii) it fully understands the advantages and disadvantages of obtaining such independent legal advice;
 - (iii) it understands the respective rights and obligations of the Parties under, and the nature and consequences of, this Agreement; and
 - (iv) it is signing this Agreement voluntarily.
- (l) **Counterpart Signing.** This Agreement may be signed and delivered in counterparts, including facsimile or scanned PDF document, with the same effect as if both Parties had signed and delivered the same copy, each counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and when each Party has signed and delivered a counterpart, all counterparts together constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

MANSA EXPLORATION INC.

Per: "Christian Scovenna"

Christian Scovenna, CEO

RIDGELINE EXPLORATION SERVICES LTD.

Per: "Mike Blady"

Mike Blady, Principal