

**Securities Transfer Agreement By and Between:  
Mansa Exploration Inc.  
and Capital Transfer Agency, Inc.**

THIS SECURITIES TRANSFER AGREEMENT (the "Agreement") is made by and between Mansa Exploration Inc. ("Company"), with its principal address of 725 Evans Court, Kelowna, British Columbia, V1X 6G4 and Capital Transfer Agency, Inc. ("CAPITAL") a stock transfer agent registered with the Securities and Exchange Commission ("SEC") with a principle address of 121 Richmond Street West, Toronto Suite 401, ON M5H 2K1.

WHEREAS, the Company wishes to engage CAPITAL to act as its Transfer Agent and CAPITAL desires to be engaged by the Company to be its Transfer Agent.

NOW THEREFORE, the Parties agree as follows:

**1. Corporate Authority and Appointment.**

a) The Issuer, having taken all necessary corporate action to authorize the execution, delivery and performance by it of this Agreement, has appointed CAPITAL as transfer agent, registrar and disbursing agent in Toronto of its shares, ("shares" are herein defined as common shares, preferred shares, trust units and like securities evidenced by a certificate or book entry on the issuer's security register) and CAPITAL accepts such appointment, upon the terms set out in this Agreement.

b) CAPITAL agrees to faithfully carry out and perform its duties hereunder, and upon the termination hereof, provided that the Issuer is in compliance with all of the terms of this Agreement, including the payment of all amounts owing to CAPITAL hereunder, to deliver over to the Issuer the books and any documents and papers connected therewith or with the business of the Issuer transacted hereunder, against a receipt executed by the Issuer.

2. **Privacy.** Company authorizes Capital, in carrying out and performing its duties, to collect, use and disclose personal information necessary to fulfill its contractual, regulatory and compliance duties and obligations herein. Company acknowledges and agrees that personal information may be maintained and processed by third party service providers in other countries and said personal information may be subject to the laws of that jurisdiction.

3. **Term.** The Company agrees that CAPITAL will act as its sole Transfer Agent for a minimum of forty eight (48) months from the date of this Agreement. If this Agreement is terminated prior to forty eight (48) months from the date of this Agreement (the "Term") or its subsequent renewal pursuant to this Section 3, the Company agrees to pay in addition to any outstanding balances, conversion fees as then in force on the CAPITAL fee schedule as well as the remainder of any monthly maintenance fees that would be due under this Agreement. The Company understands and agrees that it will pay any conversion fees, outstanding balances, and remaining monthly maintenance fees due under this Agreement, together with interest in the amount of 12% per annum compounded annually. Upon completion of the initial Term, and unless written instruction is received requesting otherwise, this Agreement will automatically renew for an additional Term and will continue to do so upon the completion of each subsequent Term thereafter.

4. **Duty to Keep and Provide Records.** CAPITAL shall keep at its office in Toronto the Issuer's share ledger, register and branch registers of transfers and share certificates, and subject to such general and particular instructions as may from time to time be given to it by or under the



authority of the Board of Directors of the Issuer or any applicable law, CAPITAL shall, in accordance with this Agreement:

- a) Make such entries from time to time in the books as may be necessary in order that the accounts of each shareholder of the Issuer may be properly and accurately kept and transfers of shares properly recorded;
- b) Upon payment of any applicable transfer taxes, countersign, register and issue share certificates to the shareholders entitled thereto representing the shares held or transferred to them respectively; and
- c) Furnish to the Issuer, upon reasonable request and at the expense of the Issuer, such statements, lists, entries, information and material, concerning transfers and other matters, as are maintained or prepared by it as transfer agent, registrar and disbursing agent, of the Issuer.

**5. Authority to Act and Reliance.** The Issuer shall lodge with CAPITAL certified specimens of the signatures of the directors and/or officers of the Issuer who are authorized to sign share certificates and other documents. The Issuer undertakes to provide CAPITAL with all possible assistance in identifying the signatures of shareholders so that CAPITAL may be in a position to guard against illegal transfers. CAPITAL may act upon any signature, certificate or other document believed by it to be genuine and to have been signed by the proper person or persons, or refuse to transfer a share certificate if it is not satisfied as to the propriety of the requested transfer. CAPITAL may also act on the receipt of facsimile and similar electronic instructions that it believes to be genuine and to have been signed or initiated by the proper person or persons. CAPITAL may from time to time refer any documents, requests or questions which may arise in connection with the performance of its duties hereunder to legal counsel for the Issuer, or to its own counsel for an opinion thereon and shall be entitled to rely absolutely on such opinion and shall be indemnified and held harmless by the Issuer against and from any liability, cost and expense for any action taken by CAPITAL or not taken by CAPITAL in accordance with such instructions or advice. The Issuer represents and warrants that all shares issued and outstanding on the date of this Agreement are issued as fully-paid and non-assessable and agrees that with respect to future allotments and issuances of shares, CAPITAL shall issue and regard such shares as fully-paid and non-assessable. CAPITAL shall be entitled to treat as valid any certificate for shares purporting to have been issued by or on behalf of the Issuer prior to the date of this Agreement.

**6. Issue, Transfer and Cancellation of Certificates.**

- a) The Issuer agrees that it will promptly furnish to CAPITAL from time to time:
  - i. Copies of all constating documents, amendments thereto and of all relevant by-laws and resolutions relating to the creation, amendment, allotment and issuance of shares of the Issuer; and
  - ii. Copies of all relevant documents and proceedings relating to increases and reductions in the Issuer's capital, the reorganization of or change in its capital or the bankruptcy, insolvency, winding-up or dissolution of the Issuer.
- b) Upon receipt of a certified copy of a resolution of the directors of the Issuer authorizing the issuance of shares, together with written instructions from an authorized officer or director of the Issuer giving particulars of the registered owners of such shares, CAPITAL shall register such shareholders and countersign and deliver certificates representing such shares in accordance with such instructions and CAPITAL can rely that such



instructions are in compliance with exchange or regulatory requirements as promulgated from time to time.

- c) The Issuer agrees that, so long as this Agreement is in force, it shall issue no share certificates without such share certificates being countersigned by CAPITAL in its capacity as transfer agent and registrar.
- d) When a certificate is presented to CAPITAL for the purpose of transfer, transfer of any of the shares in respect of which such certificate was issued may be refused by CAPITAL until it is satisfied that such certificate is valid, that the endorsement thereon is genuine (and, where required, properly guaranteed) and that the transfer requested is legally authorized. In the absence of bad faith, gross negligence or willful misconduct, CAPITAL shall not incur any liability in refusing to effect any transfer which in its judgment is improper or unauthorized, or in carrying out any transfer which in its judgment is proper or authorized. CAPITAL shall incur no liability with respect to the delivery or non-delivery of any share certificate whether delivered by hand, mail or other means.
- e) Except as specifically provided below, it shall not be the duty of CAPITAL to pass on the validity of transfers of shares owing to death, transfers by parents or guardians, powers of attorney, transfers of replacements of share certificates lost, apparently destroyed or wrongfully taken, and it is hereby authorized, at CAPITAL's discretion, to refer all documents relating to such transfers to the solicitors of the Issuer, at the expense of the Issuer, and CAPITAL shall be entitled to rely absolutely upon their opinion. CAPITAL is authorized to issue and register such new certificates for the capital stock of the Company as may from time to time be requested. To replace lost, stolen or destroyed certificate(s), CAPITAL will require affidavit as to the loss, theft or destruction of such certificate(s) and indemnification against any and all loss that the Company and/or CAPITAL may incur by reason of the replacement. Such indemnification shall consist of the individual/entity requesting the replacement of the certificate to obtain an Open Penalties Lost Instrument Bond, also known as a Sole Obligor Bond.
- f) Upon receipt of notice from the Issuer or from any shareholder that a certificate has become lost, apparently destroyed or wrongfully taken, CAPITAL agrees to place an appropriate notation on the register of shareholders. CAPITAL shall not be required to issue a replacement certificate to the owner of a security for any certificate that has been lost, apparently destroyed or wrongfully taken unless:
  - i. Neither the Issuer nor CAPITAL has received notice that the security represented by the certificate has been acquired by a good faith purchaser (as that term is used in the applicable corporate statute);
  - ii. The owner has filed with CAPITAL an indemnity bond sufficient in CAPITAL's opinion to protect the Issuer and CAPITAL from any loss that either of the Issuer or CAPITAL may suffer by complying with the request to issue a new certificate; and
  - iii. The owner has satisfied all other requirements as CAPITAL may from time to time impose, acting reasonably, including without limitation the delivery by the owner to the Issuer and CAPITAL of a written indemnity together with a statutory declaration that the certificate was lost, apparently destroyed or wrongfully taken.

For this purpose and for the purposes of the applicable corporate statute, the Issuer hereby irrevocably delegates to CAPITAL the power to determine the sufficiency of the indemnity bond so



posted and to impose all such other reasonable requirements as CAPITAL may from time to time require in this regard.

- g) In the case of a registered shareholder who dies where no administration is contemplated CAPITAL may register the transfer of shares registered in the name of the deceased shareholder upon receipt of an indemnity agreement, a waiver of probate or similar bond and any other documents satisfactory to CAPITAL.
- h) All share certificates surrendered to CAPITAL on any transfer of shares or on exchanges of certificates in respect to any change in or reorganization of the Company shall be cancelled by CAPITAL and held by it for a period of 6 years. CAPITAL shall not be required to hold such certificates after the expiry of such period, unless otherwise instructed by the Issuer. In the event CAPITAL is required to destroy any such certificates, the Issuer shall reimburse CAPITAL for the cost thereof.

7. **Fees.** CAPITAL's fees for the above mentioned services, listed in Exhibit A, shall be those in effect from time to time in accordance with its tariff of fees, which is subject to revision during the term of this Agreement on 30 days' written notice, and the Issuer shall pay all such fees and reimburse CAPITAL for all costs and expenses incurred or expended by CAPITAL in connection with the performance of its duties hereunder, including expenses incurred in order to comply with any laws it may be subject to as dividend disbursing agent, transfer agent and registrar. Invoices are due when rendered. The current fees are shown on the accompanying document included at the end of this agreement. Any amount due hereunder and unpaid 30 days after being rendered will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by CAPITAL, payable on demand. All amounts so payable and the interest thereon will be payable out of any assets in the possession of CAPITAL in priority to amounts owing to any other persons. The Company understands that the fees of CAPITAL are confidential information and shall not disclose such fees to a third party without the written consent of CAPITAL.
8. **Indemnity.** In addition to and without limiting any other indemnity specifically provided herein, the Issuer agrees to defend, indemnify and hold harmless CAPITAL, its successors and assigns, and its and each of their respective directors, officers, employees and agents (the "Indemnified Parties") against and from any demands, claims, assessments, proceedings, suits, actions, costs, judgments, penalties, interest, liabilities, losses, damages, debts, expenses and disbursements (including expert consultant and legal fees and disbursements on a substantial indemnity, or solicitor and client, basis)/(collectively, the "Claims") that the Indemnified Parties, or any of them, may suffer or incur or that may be asserted against them, or any of them, in consequence of, arising from or in any way relating to this Agreement (as the same may be amended, modified or supplemented from time to time) of CAPITAL's duties hereunder or any other services that CAPITAL may provide to the Issuer in connection with or in any way relating to this Agreement or CAPITAL's duties hereunder except that no individual Indemnified Party shall be entitled to indemnification in the event such Indemnified Party is found by a court of competent jurisdiction to have acted in bad faith, engaged in willful misconduct or been grossly negligent. For greater certainty, the Issuer agrees to indemnify and save harmless the Indemnified Parties against and from any present and future taxes (other than income taxes), duties, assessments or other charges imposed or levied on behalf of any governmental authority having the power to tax in connection with CAPITAL's duties hereunder. In addition, the Issuer agrees to reimburse, indemnify and save harmless the Indemnified Parties for, against and from all legal fees and disbursements (on a substantial indemnity, or solicitor and client, basis) incurred by an Indemnified Party if the Issuer commences an action, or crossclaims or counterclaims, against the Indemnified Party and the Indemnified Party is successful in defending such claim.



The Issuer agrees that its liability hereunder shall be absolute and unconditional regardless of the correctness of any representations of any third parties and regardless of any liability of third parties to the Indemnified Parties, and shall accrue and become enforceable without prior demand or any other precedent action or proceeding, and shall survive the resignation or removal of CAPITAL or the termination of this Agreement. CAPITAL shall be under no obligation to prosecute or defend any action or suit in respect of its agency relationship under this Agreement, but will do so at the request of the Issuer provided that the Issuer furnishes an indemnity satisfactory to CAPITAL against any liability, cost or expense which might be incurred. In addition to the remedies provided herein, CAPITAL shall be entitled to any other rights and recourses it may have against the Issuer.

9. **Limitation on Liability.** CAPITAL shall not be liable for any error in judgment, for any act done or step taken or omitted by it in good faith, for any mistake, of fact or law, or for anything which it may do or refrain from doing in connection herewith except arising out of its bad faith or willful misconduct. In particular, but without limiting the generality of the foregoing, CAPITAL shall, with respect to meetings of shareholders, not be liable for having relied upon or deferred to the instructions or decisions of the Issuer, its legal counsel, or the chairman of the meeting. In the event CAPITAL is in breach of this Agreement or its duties hereunder or any agreement or duties relating to any other services that CAPITAL may provide to the Issuer in connection with or in any way relating to this Agreement or CAPITAL's duties hereunder, CAPITAL shall be liable for claims or damages only to an aggregate maximum amount equal to the amount of fees paid by the Issuer to CAPITAL hereunder in the twelve months preceding the last of the events giving rise to such claims or damages, except to the extent that CAPITAL has acted in bad faith or engaged in willful misconduct. In no event shall CAPITAL be liable for indirect or consequential damages.
10. **Amendment and Assignment.** Except as specifically provided herein, this Agreement may only be amended or assigned by a written agreement of the parties. Any entity resulting from the merger, amalgamation or continuation of CAPITAL or succeeding to all or substantially all of its transfer agency business (by sale of such business or otherwise), shall thereupon automatically become the dividend disbursing agent, transfer agent and registrar hereunder without further act or formality.
11. **Termination.** This Agreement may be terminated by either party upon giving written notice to the other party at its last address of record at least 30 days in advance, but no termination shall affect the obligation of the Company to pay for services rendered prior to the effective date of such termination. This Agreement may be terminated by CAPITAL on one week's notice in writing to the Issuer in the event the Issuer refuses or fails to pay an invoice for fees and expenses, or other demand for payment issued or made pursuant to this Agreement by CAPITAL, within 30 days of the original invoice or demand. The provisions of Sections 8 and 9 shall survive termination of this Agreement. CAPITAL will surrender to the Company or its designee, all records and documents of the Company upon receipt of a corporate resolution terminating CAPITAL dated no earlier than close of business of the date the resolution is received by CAPITAL in addition to instructions to facilitate the transfer of books and records and payment of all fees owed to CAPITAL. If more than thirty (30) days notice is given, the Company may request that any pending transfers be rejected with the instruction to resubmit to the subsequent agent. The Company hereby grants to CAPITAL a lien on and security interest in any books and records of the Company which are in the possession of CAPITAL. In the event of a termination of this Agreement, CAPITAL shall be entitled to retain books and records of the Company in its possession until all monies due to it, including any conversion fee, is paid in full. Upon receipt of valid funds and termination notice signed by two officers or one officer and Board Minutes, CAPITAL shall have thirty (30) days to turn over all records pertaining to the Company's transfer

history. During this period, business will be conducted as usual unless otherwise instructed. Upon expiration of said 30 day period, the records will be forwarded per the Company's written instruction. The Company agrees to pay the remaining outstanding and past due amounts, as well as prevailing conversion fees via wire transfer or certified funds. This shall apply to the Company and its successors.

12. **General.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereby attorn to the jurisdiction of the courts of the Province of Ontario. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their successors and assigns. This Agreement may be executed in counterparts and may be delivered by facsimile machine.

I have read and understand this Agreement and the attached Exhibits and agree to the terms herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 16<sup>th</sup> Day of September, 2016.

CAPITAL TRANSFER AGENCY, INC.

MANSA EXPLORATION INC.

By: "Sarah Morrison"  
Sarah Morrison, Director

By: "Brendan Purdy"  
Brendan Purdy, Director