

**MANSA EXPLORATION INC.**

401 – 217 Queen Street West  
Toronto, Ontario M5V 0R2

**STRICTLY PRIVATE AND CONFIDENTIAL**

July 6, 2021

Wheeler Resources Inc.  
1500 Royal Centre  
1055 West Georgia Street  
Vancouver, British Columbia V6E 4N7  
Attention: Christopher Paul, Director

CC: Irwin Lowy LLP  
Suite 401, 217 Queen St. W  
Toronto, ON M5V 0R2  
Attention: Carly Burk  
E-mail: cburk@irwinlowy.com

Dear Mr. Paul:

We refer to the amalgamation agreement dated for reference May 31, 2021 (the “**Amalgamation Agreement**”) among Mansa Exploration Inc. (the “**Company**”), 1303889 BC Ltd. (“**SubCo**”), Wheeler Resources Inc. (“**Wheeler**”), and Christopher R. Paul (“**Paul**”) pursuant to which Wheeler and SubCo would amalgamate (the “**Transaction**”). All capitalized terms not otherwise defined in this letter agreement have the meaning given thereto in the Amalgamation Agreement. This letter agreement is intended to amend the obligations of the parties to the Amalgamation Agreement, as outlined herein, in accordance with Section 8.1 of the Amalgamation Agreement.

Notwithstanding anything to the contrary in the Amalgamation Agreement, Paul and his wholly owned and controlled company, Clearwater Resources Inc. (“**Clearwater**”) agree to deposit 300,000 Mansa Shares (the “**Escrow Shares**”), to be distributed by the Company to Clearwater, in its capacity as a shareholder of Wheeler on completion of the Transaction pursuant to Section 2.10(a) of the Amalgamation Agreement, into a voluntary escrow administered by the Company (the “**Escrow**”). The Escrow Shares will be retained in certificated form by the Company and will not be released to Clearwater until the occurrence of the Release Event, as defined below. During the term of the Escrow, the Escrow Shares may not be transferred, traded, sold, assigned, pledged, mortgaged, or otherwise disposed of or encumbered, in any manner whatsoever (each such event being a “**Prohibited Transfer**”), and Paul may not agree to do any such Prohibited Transfer, whether or not such Prohibited Transfer is not to be effective until release of the Escrow Shares from Escrow. The Escrow Shares shall be released from Escrow on the completion of registration of the Rope Cove Mineral License in the name of Wheeler Resources Inc. (the “**Release Event**”), provided the Release Event occurs prior to the date that is 6 months from the closing of the Transaction (the “**Cancellation Date**”). Any and all voting rights attached to the Escrow Shares shall at all times be exercised by Paul, and all rights attached thereto including the right to receive payment of any dividends shall be for the benefit of Paul, for the duration of the Escrow.

Should the Release Event not occur prior to the Cancellation Date, Clearwater agrees to cancel the Escrow Shares. Clearwater hereby irrevocably appoints the Company as its agent and attorney to take any action that is required to cancel the Escrow Shares in such circumstance, including to execute and delivery any documents on his behalf, as may be necessary or desirable to effect the cancellation.

In consideration for the establishment of the Escrow pursuant to the terms hereof, the Company agrees to waive the condition to closing contained in Section 7.2(b)(ix) of the Amalgamation Agreement, pursuant to which Wheeler is obligated to provide evidence of the completion of registration of a 100% undivided interest in and to the Rope Cove Property, including, but not limited to, the Rope Cove Mineral License, in the name of Wheeler, in the applicable mineral registry maintained by the Department of Natural Resources of Newfoundland and Labrador.

This letter agreement may be executed and delivered in any number of counterparts and by different parties in separate counterparts, and by facsimile or PDF electronic format signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together constitute one and the same instrument. Please confirm your acceptance of this letter agreement by signing the attached copy of this letter in the space provided below and returning it to the undersigned.

*[Signature Page Follows]*

**MANSA EXPLORATION INC.**

Per: /s/ "Trumbull Fisher"  
Authorized Signatory

**1303889 B.C. LTD.**

Per: /s/ "Trumbull Fisher"  
Authorized Signatory

**WHEELER RESOURCES INC.**

Per: /s/ "Christopher R. Paul"  
Authorized Signatory

**CLEARWATER RESOURCES INC.**

Per: /s/ "Christopher R. Paul"  
Authorized Signatory

Signed, Sealed and Delivered by **CHRISTOPHER R.**

**PAUL** in the presence of: )

)

[Witness Personal Information Redacted] )

Witness (Signature) )

)

[Witness Personal Information Redacted] )

Name (please print) )

)

[Witness Personal Information Redacted] )

Address )

)

[Witness Personal Information Redacted] )

City, Province )

)

[Witness Personal Information Redacted] )

Occupation )

/s/ "Christopher R. Paul"

**CHRISTOPHER R. PAUL**