

SECURITIES EXCHANGE AGREEMENT

BETWEEN

MANSA EXPLORATION INC.

– and –

VOLTAGE METALS INC.

– and –

Each of the Shareholders of Voltage Metals Inc.
listed in Schedule "A"

December 3, 2021

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SECURITIES EXCHANGE AGREEMENT

THIS AGREEMENT is dated December 3, 2021.

B E T W E E N:

MANSA EXPLORATION INC., a corporation incorporated under the laws of the Province of British Columbia

("Mansa")

– and –

VOLTAGE METALS INC., a corporation incorporated under the laws of the Province of Ontario

the "**Corporation**" or "**Voltage**")

– and –

Each of the shareholders of the Corporation listed in Schedule "A"

(the "**Sellers**")

CONTEXT:

- A. The Sellers are, as of the date hereof, the owners of all of the issued and outstanding securities in the capital of the Corporation.
- B. The Sellers want to sell to Mansa and Mansa wants to buy from the Sellers all of the issued and outstanding securities held by them in the capital of the Corporation.

FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

- 1.1.1 "**Agreement**" means this agreement, and all Schedules annexed hereto, as it may be supplemented or amended by written agreement between the Parties.

- 1.1.2 **"Alternative Buyer Proposal"** means any transaction or series of transactions pursuant to which any of Mansa's securities, or securities exchanged for Mansa's securities, are directly or indirectly (by means of merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization or similar transaction) listed on a stock exchange other than the Transactions.
- 1.1.3 **"Alternative Seller Proposal"** means any transaction or series of transactions pursuant to which any of the Corporation's securities, or securities exchanged for the Corporation's securities, are directly or indirectly (by means of merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization or similar transaction) listed on a stock exchange other than the Transactions.
- 1.1.4 **"Annual Financial Statements"** means the audited financial statements of the Corporation for the fiscal years ended December 31, 2020 and 2019, consisting of a balance sheet, an income statement, a statement of changes in financial position and a statement of retained earnings together with the accompanying notes and the opinion of the Corporation's auditor thereon.
- 1.1.5 **"Books and Records"** means books, ledgers, files, lists, reports, plans, logs, deeds, surveys, correspondence, operating records, Tax Returns and other data and information, including all data and information stored on computer-related or other electronic media, maintained with respect to the Corporation or Mansa (as applicable) and its business.
- 1.1.6 **"Business"** means the business carried on by the Corporation, being mineral exploration and related matters.
- 1.1.7 **"Business Day"** means any day excluding a Saturday, Sunday or statutory or civic holiday in the Province of Ontario.
- 1.1.8 **"Capital Lease"** means, with respect to a Person, any lease of any property by the Person as lessee that, in accordance with IFRS, would be required to be classified and accounted for as a capital lease on a balance sheet of such Person.
- 1.1.9 **"Claim"** means any claim, demand, action, cause of action, suit, arbitration, investigation, proceeding, charge, prosecution, assessment or reassessment, including any appeal or application for review.
- 1.1.10 **"Closing"** means the completion of the sale to and purchase by Mansa of the Purchased Shares pursuant to this Agreement.
- 1.1.11 **"Closing Date"** means the date on which all conditions to Closing as set out in Article 8 have been satisfied or waived or any other date that the Parties may agree is the date upon which the Closing will take place, and which, in any event, shall not be later than March 31, 2022.
- 1.1.12 **"Closing Time"** means the time on the Closing Date at which the Closing occurs.
- 1.1.13 **"Communication"** means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party.
- 1.1.14 **"Confidential Information"** means information, whether in written or electronic form, or committed to memory, that is of a proprietary or confidential nature, or not generally available to the public, relating to the Business.

- 1.1.15 "**Contract**" means any agreement, understanding, undertaking, commitment, licence or Lease, whether written or oral.
- 1.1.16 "**Corporate Articles**" means the certificate and articles of incorporation of the Corporation and any amendments thereto.
- 1.1.17 "**Corporation**" is defined in the recital of the Parties, above.
- 1.1.18 "**Debt**" means:
 - 1.1.18.1 all debts and liabilities for borrowed money; and
 - 1.1.18.2 all Capital Leases of that Person,

including, for greater certainty, all interest, prepayment premiums or penalties relating to the foregoing, but does not include short-term non-interest bearing obligations of that Person payable to outside suppliers and incurred in the ordinary course of business of that Person.
- 1.1.19 "**Direct Claim**" is defined in Section 9.2.
- 1.1.20 "**Employees**" means all personnel employed or engaged by the Corporation, in connection with the Business, including any that are on medical leave or other statutory or authorized leave, and including independent contractors.
- 1.1.21 "**Encumbrance**" means any security interest, mortgage, charge, pledge, hypothec, lien, encumbrance, restriction, option, adverse claim, right of others or other encumbrance of any kind.
- 1.1.22 "**Environment**" means the ambient air, all layers of the atmosphere, all water including surface water and underground water, all land, all living organisms and the interacting natural systems that include components of air, land, water, living organisms and organic and inorganic matter, and includes indoor spaces.
- 1.1.23 "**Environmental Laws**" means any Laws relating to the Environment and protection of the Environment, the regulation of chemical substances or products, health and safety including occupational health and safety, and the transportation of dangerous goods.
- 1.1.24 "**Exchange**" means the Canadian Securities Exchange;
- 1.1.25 "**Exchange Escrow Agreement**" means the escrow agreement dated January 12th, 2021 among Mansa, Capital Transfer Agency and certain securityholders of Mansa.
- 1.1.26 "**Financial Statements**" means the Audited Financial Statements and the Interim Financial Statements;
- 1.1.27 "**Governmental Authority**" means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature as well as any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

- 1.1.28 "**Hazardous Substance**" means any substance, waste, liquid, gaseous or solid matter, fuel, micro-organism, sound, vibration, ray, heat, odour, radiation, energy vector, plasma, organic or inorganic matter which is or is deemed to be, alone or in any combination, hazardous, hazardous waste, solid or liquid waste, toxic, a pollutant, a deleterious substance, a contaminant or a source of pollution or contamination, regulated by any Environmental Laws.
- 1.1.29 "**IFRS**" means the International Financial Reporting Standards set by the International Accounting Standard Board which are applicable on the date on which any calculation is to be effective or the date of any financial statements referred to herein, as the case may be.
- 1.1.30 "**Indemnified Party**" is defined in Section 9.1.
- 1.1.31 "**Indemnifying Party**" is defined in Section 9.1.
- 1.1.32 "**Indemnity Claim**" is defined in Section 9.2.
- 1.1.33 "**Interim Financial Statements**" means the reviewed unaudited financial statements of the Corporation for the six month period ended September 30, 2021 consisting of a balance sheet and an income statement.
- 1.1.34 "**ITA**" means the *Income Tax Act* (Canada).
- 1.1.35 "**Knowledge of Voltage**" means the actual knowledge (and not constructive, implied or imputed knowledge) of the directors of Voltage.
- 1.1.36 "**Knowledge of Mansa**" means the actual knowledge (and not constructive, implied or imputed knowledge) of the directors of Mansa.
- 1.1.37 "**Law**" or "**Laws**" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and the terms and conditions of any grant of approval, permission, authority or licence of any Governmental Authority, and the term "applicable" with respect to Laws and in a context that refers to one or more Persons, means that the Laws apply to the Person or Persons, or its or their business, undertaking, property or securities, and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities.
- 1.1.38 "**Listing Statement**" means the listing statement of Mansa and Voltage to be prepared using Exchange Form 2A which will be filed on Mansa's company page at www.sedar.com prior to completion of the Transaction.
- 1.1.39 "**Loss**" means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment including the costs and expenses of any action, suit, proceeding, demand, assessment, judgement, settlement or compromise and all interest, punitive damages, fines, penalties and all professional fees and disbursements related thereto; provided, however, that "Loss" shall not include any such matter that is an indirect or consequential result of the event.
- 1.1.40 "**Mansa**" is defined in the recital of the Parties, above.
- 1.1.41 "**Mansa Articles**" means the certificate and articles of incorporation of Mansa.

- 1.1.42 "**Mansa Financial Statements**" means the audited financial statements of Mansa comprising the statements of financial position as at December 31, 2020 and December 31, 2019 and the statements of loss and comprehensive loss, changes in equity and cash flows for the years ended December 31, 2020 and December 31, 2019.
- 1.1.43 "**Mansa Options**" means the stock options entitling the holders thereof to acquire Mansa Shares granted pursuant to the Mansa Stock Option Plan as of the date hereof;
- 1.1.44 "**Mansa Shares**" means the common shares in the capital of Mansa.
- 1.1.45 "**Mansa Stock Option Plan**" means the 10% "rolling" stock option plan approved by Mansa and ratified by Mansa's shareholders.
- 1.1.46 "**Material Adverse Effect**" means any effect that is material and adverse to the business or financial position, condition, assets or properties of the Corporation or Mansa (as applicable) taken as a whole, except to the extent that the material adverse effect results from or is caused by (i) worldwide, national or local conditions or circumstances whether they are economic, political, regulatory or otherwise, including war, armed hostilities, acts of terrorism, emergencies, crises and natural disasters, (ii) changes in the markets or industry in which the Corporation operates.
- 1.1.47 "**Material Contract**" means, in respect of a Person, a Contract that:
 - 1.1.47.1 involves or may result in the payment of money or money's worth by or such Person in an amount in excess of \$25,000;
 - 1.1.47.2 is a Contract in respect of Debt;
 - 1.1.47.3 prohibits such Person from freely engaging in business anywhere in the world;
 - 1.1.47.4 relates to the distribution, licensing, marketing or sales of products of such Person;
 - 1.1.47.5 imposes any confidentiality or secrecy obligation on such Person;
 - 1.1.47.6 is a Contract with any officer, director, employee, shareholder or any other person not dealing at arm's length with the Person (within the meaning of the ITA); or
 - 1.1.47.7 the termination of which, or under which the loss of rights, would constitute a Material Adverse Effect.
- 1.1.48 "**NI 45-106**" means National Instrument 45-106 *Prospectus and Registration Exemptions*.
- 1.1.49 "**Originating Persons**" means all current and former Employees, officers, directors and consultants of the Corporation, including, in the case of a consultant that is not an individual, all employees, officers, directors, shareholders and partners of the consultant.
- 1.1.50 "**Parties**" means the Sellers, the Corporation and Mansa.
- 1.1.51 "**Payment Shares**" means the common shares of Mansa to be issued in exchange for the Purchased Shares.

- 1.1.52 **"Permits"** means the authorizations, registrations, permits, certificates of approval, approvals, grants, licences, quotas, consents, commitments, rights or privileges (other than those relating to the Intellectual Property) issued or granted by any Governmental Authority to the Corporation.
- 1.1.53 **"Permitted Encumbrances"** means:
- 1.1.53.1 unregistered liens for municipal taxes, assessments or similar charges incurred by the Corporation in the ordinary course of the Business;
- 1.1.53.2 inchoate mechanic's, construction and carrier's liens and other similar liens arising by operation of law or statute in the ordinary course of the Business for obligations which are not delinquent and will be paid or discharged in the ordinary course of the Business;
- 1.1.53.3 unregistered Encumbrances of any nature claimed or held by Her Majesty The Queen in Right of Canada, Her Majesty The Queen in right of any province of Canada in which the Leased Premises are located, or by any Governmental Authority under any applicable legislation, statute or regulation, except for unregistered liens for unpaid realty taxes, assessments and public utilities;
- 1.1.53.4 any right of expropriation conferred upon, reserved to or vested in Her Majesty The Queen in Right of Canada, Her Majesty The Queen in right of any province of Canada in which the Leased Premises are located, or by any Governmental Authority under any applicable Law;
- 1.1.53.5 Encumbrances created by others upon other lands over which there are easements, rights-of-way, licences or other rights of user in favour of the Leased Premises and which do not materially impede the use of such easements, rights-of-way, licences or other rights of user for the purposes for which they are held;
- 1.1.53.6 any Encumbrance which Mansa has expressly agreed to assume or accept pursuant to this Agreement; or
- 1.1.53.7 the reservations, limitations, provisos, conditions, restrictions and exceptions in the letters patent or grant, as the case may be, from the Crown and statutory exceptions to title.
- 1.1.54 **"Person"** means an individual, body corporate, sole proprietorship, partnership, trust, unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any Governmental Authority.
- 1.1.55 **"Private Placement"** means the private placement to be completed on or before Closing raising gross proceeds of a minimum of \$250,000 and up to \$2,000,000, to be comprised of: (i) Mansa Shares that are "flow-through shares" at an issue price of \$0.20 per share, and (ii) units of Mansa at an issue price of \$0.15 per unit, with each unit comprised of one Mansa Share and one-half of one (1/2) Mansa warrant, with each full warrant exercisable into a Mansa Share at an exercise price of \$0.25 per share for 2 years..
- 1.1.56 **"Purchased Shares"** means the issued and outstanding common shares of the Corporation, to be exchanged for the Payment Shares.
- 1.1.57 **"Release"** means to release, spill, leak, pump, pour, emit, empty, discharge, deposit, inject, leach, dispose, dump or permit to escape.

- 1.1.58 **"Restricted Share Unit" or "RSU"** means an incentive used or to be used to grant stock-settled RSUs to employees, directors or consultants under an RSU or other equity incentive plan of Mansa.
- 1.1.59 **"Remedial Order"** means any remedial order, including any notice of non-compliance, order, other complaint, direction or sanction issued, filed or imposed by any Governmental Authority pursuant to Environmental Laws, with respect to the existence of Hazardous Substances on, in or under the Leased Premises, or any other properties, or the Release of any Hazardous Substance from, at or on the Leased Premises, or with respect to any failure or neglect to comply with Environmental Laws.
- 1.1.60 **"Securities"** has the meaning given to that term in the *Securities Act* (Ontario).
- 1.1.61 **"Sellers"** means those securityholders of the Corporation that are listed in Schedule "A" annexed hereto;
- 1.1.62 **"Tax"** means all taxes, duties, fees, premiums, assessments, imposts, levies, rates, withholdings, dues, government contributions and other charges of any kind whatsoever, whether direct or indirect, together with all interest, penalties, fines, additions to tax or other additional amounts, imposed by any Governmental Authority.
- 1.1.63 **"Tax Law"** means any Law that imposes Taxes or that deals with the administration or enforcement of liabilities for Taxes.
- 1.1.64 **"Tax Return"** means any return, report, declaration, designation, election, undertaking, waiver, notice, filing, information return, statement, form, certificate or any other document or materials relating to Taxes, including any related or supporting information with respect to any of the foregoing, filed or to be filed with any Governmental Authority in connection with the determination, assessment, collection or administration of Taxes.
- 1.1.65 **"Technical Information"** means all technical information owned by or licensed to the Corporation relating to the Business or the Technology, including all:
- 1.1.65.1 information of a scientific or business nature, regardless of its form;
 - 1.1.65.2 documentation with respect to research, development, demonstration or engineering work;
 - 1.1.65.3 information that can be or is used to define a design or process, or to procure, produce, support or operate materials or equipment;
 - 1.1.65.4 information regarding methods of production;
 - 1.1.65.5 other drawings, blueprints, patterns, plans, flow charts, equipment parts lists, computer software and procedures, specifications, protocols, data structures, formulae, designs, technical data, descriptions, related instruction manuals, records, passwords, and procedures; and
 - 1.1.65.6 data and databases, whether registered or unregistered.
- 1.1.66 **"Third Party Claim"** is defined in Section 9.2.
- 1.1.67 **"Transactions"** means the transactions contemplated by this Agreement.

1.2 Certain Rules of Interpretation

- 1.2.1 In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".
- 1.2.2 The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- 1.2.3 Wherever in this Agreement reference is made to a calculation to be made in accordance with GAAP, the reference is to Canadian generally accepted accounting principles applicable to public enterprises under Part I of the CICA Handbook of the Canadian Institute of Chartered Accountants, commonly known as IFRS.
- 1.2.4 References in this Agreement to an Article, Section, Schedule or Exhibit are to be construed as references to an Article, Section, Schedule or Exhibit of or to this Agreement.
- 1.2.5 Unless otherwise specified in this Agreement, time periods within which or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.
- 1.2.6 Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made under or in connection with that statute from time to time, and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time.

1.3 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

1.4 Entire Agreement

This Agreement, together with the Schedules annexed hereto, the agreements and other documents to be delivered pursuant to this Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements (including the binding letter of intent executed by Voltage and Mansa on August 13, 2021), understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement or the other agreements and documents delivered pursuant to this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement or in one of the other agreements and documents delivered pursuant to this Agreement.

1.5 Schedules and Exhibits

The following Schedules and Exhibits are attached to and incorporated by reference into this Agreement:

Schedule	Subject Matter
A	List of Sellers
B	List of Assets and Liabilities of the Corporation

Exhibit	Subject Matter
1	Dispute Resolution

ARTICLE 2 PURCHASE AND SALE

2.1 Agreement of Purchase and Sale

Subject to the terms and conditions of this Agreement and at the Closing Time, the Sellers hereby agree to sell, assign, transfer and deliver the Purchased Shares to Mansa and Mansa hereby agrees to purchase the Purchased Shares from the Sellers free and clear of all mortgages, liens, pledges, charges, claims, security issues, taxes and encumbrances.

2.2 Purchase Price

The purchase price payable by Mansa to the Sellers per Purchased Share shall be satisfied by the delivery of 1.2698413 Payment Shares for each Purchased Share. The Parties hereto acknowledge and agree that the purchase of all of the issued and outstanding securities of the Corporation shall be completed by way of exempt take-over bid pursuant to applicable Canadian securities laws. No fractional Payment Shares will be issued. To the extent any Seller would otherwise be entitled to receive a fractional number of Payment Share on Closing, the number of Payment Shares to be issued to such Seller shall be rounded to the nearest whole Payment Share.

2.3 Payment Shares

The Payment Shares shall be issued in the names of the Sellers who hold the Purchased Shares at the Closing Time, and certificates for such Payment Shares shall be delivered at the Closing Time to the Sellers by Mansa against delivery to Mansa of share certificates evidencing the Purchased Shares, duly endorsed in blank for transfer to Mansa.

2.4 Trading Restrictions

The Parties hereto acknowledge and agree that the issuance of the Payment Shares are subject to the policies, rules and by-laws of Exchange and applicable Canadian securities laws, and pursuant to the policies of the Exchange, all or some of them may be subject to escrow provisions imposed by the Exchange. The Sellers agree to be bound by and comply with all of the policies of the Exchange with respect to the Payment Shares, and to comply with all applicable Canadian securities laws in respect of the Payment Shares. The Sellers consent to the filing of all such documents as may be required under all applicable securities legislation with respect to the Payment Shares to be issued pursuant to Section 2.2. In addition, the Sellers acknowledge and agree that the Payment Shares shall be subject to the following voluntary escrow restrictions which shall be marked on the share certificates/DRS representing the Payment Shares: (i) 20% shall be released on Closing of the Transaction; and, (ii) 20% shall be released on each of the 3, 6, 9 and 12 month anniversaries of Closing of the Transaction.

2.5 Closing

The Closing will take place on the Closing Date by electronic exchange of documents. Agreement of the parties to an electronic exchange of documents will be deemed to have been made by the parties exchanging documents electronically.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE SELLERS AS TO THEMSELVES

Each Seller severally represents and warrants to Mansa as it pertains to that Seller only as follows, and each Seller acknowledges that Mansa is relying upon these representations and warranties in connection with the purchase of the Purchased Shares from him/it, despite any investigation made by or on behalf of Mansa.

3.1 Capacity to Enter Agreement

Each Seller: (i) if an individual, has full legal capacity under the Laws of the jurisdiction of his domicile, to enter into this Agreement; or (ii) if a corporation, a limited partnership or a trust, is a legal entity duly organized and validly existing under the Laws of the jurisdiction of its organization, and has all necessary power and authority to enter into this Agreement, to carry out his or its obligations hereunder and to consummate the transactions contemplated hereby.

3.2 Binding Obligation

This Agreement has been duly executed and delivered by such Seller and constitutes a valid and binding obligation of such Seller, enforceable against the Seller in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.

3.3 Absence of Conflict

None of the execution and delivery of this Agreement, the performance of such Seller's obligations under this Agreement, or the completion of the transactions contemplated by this Agreement will:

- 3.3.1 result in or constitute a breach of any term or provision of, or constitute a default under any agreement or other commitment to which such Seller is a party; or
- 3.3.2 result in the creation or imposition of any Encumbrance on the Purchased Shares owned by such Seller.

3.4 Title to Purchased Shares

Such Seller is the legal and beneficial owner of the Purchased Shares sold by him/her/it hereunder as set out in Schedule A hereto and has good title to such Purchased Shares, free and clear of any Encumbrance other than those restrictions on transfer, if any, contained in the Corporate Articles. At Closing, such Seller will have the absolute and exclusive right to sell such Purchased Shares to Mansa as contemplated by this Agreement.

3.5 Regulatory Approvals

No authorization, approval, order, consent of, or filing with, any Governmental Authority is required on the part of such Seller in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement.

3.6 Consents

There is no requirement to obtain any consent, approval or waiver of any third party under any contract or agreement to which such Seller is a party in order to complete the transactions contemplated by this Agreement.

3.7 Restatement of Representations and Warranties.

The representations and warranties of the Sellers contained in this Article 3 shall be deemed to be repeated at the Time of Closing and shall be true at the Time of Closing as though they were made by them at the Time of Closing.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

The Corporation represents and warrants to Mansa as follows, and acknowledges that Mansa is relying upon these representations and warranties in connection with the purchase of the Purchased Shares. Each exception to the following representations and warranties is set out herein.

4.1 Absence of Conflict

None of the execution and delivery of this Agreement, the performance of the Sellers' obligations under this Agreement, or the completion of the transactions contemplated by this Agreement will:

- 4.1.1 result in or constitute a breach of any term or provision of, or constitute a default under, the Corporate Articles or the by-laws of the Corporation, or any agreement or other commitment to which the Corporation is a party or by which the Purchased Shares are bound; or
- 4.1.2 constitute an event which would permit any party to any Material Contract with the Corporation to terminate that agreement, or to accelerate the maturity of any indebtedness of the Corporation, or other obligation of the Corporation.

4.2 Restrictive Covenants

The Corporation is not a party to, or bound or affected by, any Contract containing any covenant expressly limiting its ability to compete in any line of business, or transfer or move any of its assets or operations, or which could reasonably be expected to have a Material Adverse Effect on the Business.

4.3 Regulatory Approvals

No authorization, approval, order, consent of, or filing with, any Governmental Authority is required on the part of the Corporation in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement.

4.4 Consents

There is no requirement to obtain any consent, approval or waiver of a party under any Material Contract to which the Corporation is a party in order to complete the transactions contemplated by this Agreement.

4.5 Subsidiaries and Investments

The Corporation has no subsidiaries and does not own or hold, directly or indirectly, any Securities of, or have any other interest in, any corporation, partnership, joint venture or other entity, and the Corporation has not entered into any agreement to acquire any such interest.

4.6 Corporate Existence of Corporation

The Corporation has been duly incorporated and organized, is validly existing and in good standing as a corporation under the laws of the Province of Ontario. No proceedings have been taken or authorized by the Corporation in respect of the bankruptcy, insolvency, liquidation, dissolution or winding up of the Corporation.

4.7 Corporate Articles

The Corporate Articles constitute all of the charter documents of the Corporation and are in full force and effect; no action has been taken to further amend the Corporate Articles and no changes to the Corporate Articles are planned.

4.8 Capacity and Powers of Corporation

The Corporation has all necessary corporate power, authority and capacity to own or lease its assets and to carry on the Business as currently being conducted.

4.9 Jurisdictions

The Listing Statement shall list every jurisdiction in which the Corporation has qualified to do business. Neither the character nor location of the properties owned or leased by the Corporation, nor the nature of the Business, requires qualification to do business in any other jurisdiction.

4.10 Authorized and Issued Capital

The authorized and issued share capital of the Corporation is as disclosed in Schedule A hereto and such issued shares are or will be issued and outstanding as at Closing as fully paid and non-assessable shares.

4.11 Shareholder Agreements

To the Knowledge of Voltage, neither the Corporation nor any of its shareholders is a party to any shareholders agreement, pooling agreement, voting trust or other similar type of arrangements in respect of outstanding securities of the Corporation.

4.12 Convertible Securities

- 4.12.1 Except for this Agreement, the Corporation has not granted or entered into any agreement or option or any right or privilege capable of becoming an agreement, including Securities, warrants or convertible obligations of any nature, for:

4.12.1.1 the purchase of any Securities of the Corporation; or

4.12.1.2 the purchase of any of the assets of the Corporation other than in the ordinary course of the Business.

4.13 Compliance with Laws.

The business and operations of Voltage is legal and in full compliance with all laws in each jurisdiction in which Voltage operates.

4.14 Litigation.

Voltage is not a party to any litigation and is not a party to any administrative, criminal or quasi-criminal proceedings.

4.15 Corporate Records

The corporate records and minute books of the Corporation that have been made available to Mansa contain complete and accurate minutes of all meetings of, and all written resolutions passed by, the directors and shareholders of the Corporation held or passed since incorporation.

4.16 Books and Records

All material financial transactions of the Corporation have been accurately recorded in the Books and Records of the Corporation in all material respects.

4.17 Financial Statements

The Financial Statements are prepared in accordance with IFRS and present fairly:

4.17.1 the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of the Corporation, as at the date of the Financial Statements; and

4.17.2 the sales, earnings and results of the operations of the Corporation during the periods covered by the Financial Statements.

4.18 Tax Matters

The Corporation has filed all Tax Returns, reports and other Tax filings, and has paid, deducted, withheld or collected and remitted on a timely basis all amounts to be paid, deducted, withheld or collected and remitted with respect to any Taxes, interest and penalties as required under all applicable Tax laws. There are no assessments, reassessments, actions, suits or proceedings, in progress, pending, or, to the Knowledge of Voltage, threatened, against the Corporation, and no waivers have been granted by the Corporation, in connection with any Taxes, interest or penalties. The provisions for Taxes to be reflected in the Financial Statements are sufficient for the payment of all accrued and unpaid Taxes, interest and penalties for all periods and all transactions up to the end of the most recent financial period addressed in the Financial Statements.

4.19 Absence of Changes

Since December 31, 2020, there has not been a Material Adverse Effect.

4.20 Absence of Undisclosed Liabilities

The Corporation has no outstanding indebtedness or liabilities (whether accrued, absolute, contingent or otherwise, including under any guarantee of any debt) of the type required to be reflected as liabilities on a balance sheet prepared in accordance with IFRS, except to the extent to be reflected or reserved in the Financial Statements, or incurred since December 31, 2020.

4.21 Absence of Unusual Transactions

Except as disclosed in the Listing Statement, since December 31, 2020, the Corporation has not:

- 4.21.1 given any guarantee of any debt, liability or obligation of any Person;
- 4.21.2 subjected any of its assets, or permitted any of its assets to be subjected, to any Encumbrance other than the Permitted Encumbrances;
- 4.21.3 acquired, sold, leased or otherwise disposed of or transferred any assets other than in the ordinary course of the Business;
- 4.21.4 made or committed to capital expenditures, except in the ordinary course of the Business;
- 4.21.5 declared or paid any dividend or otherwise made any distribution to any of its shareholders, or taken any corporate proceedings for that purpose;
- 4.21.6 redeemed, purchased or otherwise retired any of its shares or otherwise reduced its stated capital;
- 4.21.7 entered into or become bound by any Material Contract, except in the ordinary course of the Business;
- 4.21.8 modified, amended or terminated any Material Contract (except for Material Contracts which expire by the passage of time) resulting in a Material Adverse Effect;
- 4.21.9 waived or released any right or rights which it has or had, or a debt or debts owed to it resulting, collectively or individually, in a Material Adverse Effect;
- 4.21.10 made any increase in excess of \$5,000 in any compensation arrangement or agreement with any Employee, officer, director or shareholder of the Corporation;
- 4.21.11 made any change in any method of accounting or auditing practice; or
- 4.21.12 agreed or offered to do any of the things described in this Section 4.21.

4.22 Title to Assets

The Corporation owns, possesses and has good and marketable title to all of its undertaking, property and assets not otherwise the subject of specific representations and warranties in this Article 4, including all the undertaking, property and assets reflected in the most recent balance sheet to be included in the Financial Statements, free and clear of all Encumbrances other than Permitted Encumbrances. The undertaking, property and assets of the Corporation comprise all of the undertaking, assets and property necessary for it to carry on the Business as it is currently operated.

4.23 Computer Systems and Software

All computer systems, hardware and software utilized by the Corporation which are necessary for the operation of the Business as currently conducted function in a satisfactory manner so as to permit the normal operation of the Business without abnormal interruption. The Corporation has all licenses with third parties necessary to use any non-owned software which is used in the operation of the Business.

4.24 Material Contracts

The Listing Statement shall contain a list of all Material Contracts to which the Corporation is a party or bound. The Corporation is not in default or breach of any Material Contract, and there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach. The Corporation has not received any notice of termination of any Material Contract. To the Knowledge of Voltage, no counterparty to any Material Contract is in default of any of its obligations under any Material Contract, the Corporation is entitled to all benefits under each Material Contract, and no party to any Material Contract intends to cancel, or terminate or adversely modify its relationship with the Corporation as evidenced by such Material Contract.

4.25 Compliance with Laws, Permits

- 4.25.1 The Corporation is conducting the Business in compliance with all applicable Laws except for non-compliance which would not have a Material Adverse Effect.
- 4.25.2 The Corporation is in possession of the necessary Permits to conduct the Business. The Permits are the only authorizations, registrations, permits, certificates of approval, approvals, grants, licences, quotas, consents, commitments, rights or privileges (other than those relating to Intellectual Property) required to enable the Corporation to carry on the Business as currently conducted and to enable it to own, lease and operate its assets. All Permits are valid, subsisting, in full force and effect and unamended, and the Corporation is not in default or breach of any Permit that would have a Material Adverse Effect, no proceeding is pending or, to the Knowledge of Voltage, threatened to revoke or limit any Permit, and the completion of the transactions contemplated by this Agreement will not result in the revocation of any Permit or the breach of any term, provision, condition or limitation affecting the ongoing validity of any Permit.

4.26 Environmental Conditions

The Business has been and is being carried on in material compliance with all applicable Environmental Laws and no notice of alleged non-compliance has been received nor, to the Knowledge of Voltage, are there any facts and circumstances that could give rise to such a notice.

4.27 Employees and Employment Contracts

The Corporation has provided to Mansa a list of the positions, titles and status (active or non-active, and if not active, reason therefor and period of time not active) of all Employees, together with a reasonable summary of particulars of the material terms and conditions of their employment or engagement, including current rates of remuneration, perquisites, commissions, bonus or other incentive compensation (monetary or otherwise).

- 4.27.1 The employment by the Corporation of its Employees, and the engagement by the Corporation of the services of any consultant with whom the Corporation has contracted, do not violate any term of any employment contract, contract of engagement, services agreement, proprietary

information agreement or any other agreement with any third party that restricts the right of that individual to be employed or engaged by the Corporation. The Corporation has not received any notice alleging that any such violation has occurred.

- 4.27.2 True and complete copies of any employment agreements, contracts of engagement or services agreements have been provided to Mansa.
- 4.27.3 No employment Law related Claims, investigations, grievances, actions, proceedings, orders, awards or rulings are outstanding and, to the Knowledge of Voltage, none are pending or threatened, in each case which have resulted in or might reasonably be expected to result in a Material Adverse Effect.
- 4.27.4 The consummation of the transactions contemplated by this Agreement will not (i) entitle any current or former Employee of the Corporation to severance pay, unemployment compensation or any similar payment; or (ii) accelerate the time of the payment or vesting of, or increase the amount of any compensation due to any current or former Employee.

4.28 Litigation

- 4.28.1 There are no actions, suits, grievances or proceedings, whether judicial, arbitral or administrative, and whether or not purportedly on behalf of the Corporation, pending, commenced, or, to the Knowledge of Voltage, threatened, which might reasonably be expected to have a Material Adverse Effect or which might involve the possibility of any Encumbrance against the assets of the Corporation.
- 4.28.2 There is no outstanding judgment, decree, order, ruling or injunction involving the Corporation or relating in any way to the transactions contemplated by this Agreement.

4.29 Unlawful Payment

Neither the Corporation, nor, to the Knowledge of Voltage, any of their employees or agents have made any unlawful contribution or other payment to any official of, or candidate for, any federal, state, provincial or foreign office, or failed to disclose fully any contribution, in violation of any law, or made any payment to any foreign, Canadian or provincial or state governmental officer or official, or other Person charged with similar public or quasi-public duties, other than payments required or permitted by applicable laws.

4.30 Authorization of Documents

This Agreement has been, and at the Closing Time the documents contemplated by this Agreement will have been, duly authorized, executed and delivered by the Corporation and the Sellers and, in each case, will be a legal, valid and binding obligation of, and is enforceable against, the Corporation and the Sellers in accordance with its terms (subject to bankruptcy, insolvency or other laws affecting the rights of creditors generally, the availability of equitable remedies and the qualification that rights to indemnity and waiver of contribution may be contrary to public policy).

4.31 No Default

The Corporation is not in default of any material term, covenant or condition under or in respect of any judgment, order, agreement or instrument to which it is a party or to which it or any of the property or assets (including any royalty or interest therein) thereof are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect

of any commitment, agreement, document or other instrument to which the Corporation is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any amount owing thereunder which could reasonably be expected to have a Material Adverse Effect.

4.32 Survival of Representations and Warranties.

The representations and warranties of the Corporation contained in this Article 4 shall be deemed to have been repeated at the Time of Closing and shall be true at the Time of Closing as though they were made by them at the Time of Closing.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE BUYER

Mansa represents and warrants to the Sellers and the Corporation as follows, and acknowledges that the Sellers and the Corporation are relying upon these representations and warranties in connection with the sale of the Purchased Shares.

5.1 Organization and Standing.

- 5.1.1 Mansa has been duly incorporated and is a valid and subsisting corporation under the provisions of the Laws of its jurisdiction of incorporation, has all requisite corporate power and authority to carry on its business as now being carried on by it and to own or lease and operate its properties and assets and is duly licensed or otherwise qualified to carry on business in each jurisdiction in which the nature of the business conducted by it or the ownership or leasing of its properties makes such qualification necessary, except where, individually or in the aggregate, the failure to be so licensed or qualified would not have a Material Adverse Effect on Mansa.
- 5.1.2 Other than Wheeler Resources Inc. ("**Wheeler**"), Mansa has no Subsidiaries as of the date hereof and shall have no additional Subsidiaries as of the Effective Date. All representations and warranties of Mansa in this Article 5 shall include Wheeler on a consolidated basis.

5.2 Capitalization.

- 5.2.1 The authorized share capital of Mansa consists of an unlimited number of common shares (defined as "Mansa Shares"). As at the date hereof, 32,807,847 Mansa Shares have been issued and are outstanding as fully paid and non-assessable shares and no other shares are outstanding.
- 5.2.2 Except for 488,400 warrants and as to be issued under the Private Placement, Mansa does not have any outstanding agreements, subscriptions, warrants, options or commitments (pre-emptive, contingent or otherwise), nor has it granted any rights or privileges capable of becoming an agreement, subscription, warrant, option or commitment, obligating Mansa to offer, sell, repurchase or otherwise acquire, transfer, pledge or encumber any shares in the capital of Mansa, or other securities, nor are there outstanding any securities or obligations of any kind convertible into or exercisable or exchangeable for any capital stock of Mansa. There are no outstanding bonds, debentures or other evidences of indebtedness of Mansa having the right to vote or that are exchangeable or convertible for or exercisable into securities having the right to vote with Holders of Mansa Shares on any matter as of the date hereof.
- 5.2.3 Mansa is not a party to any agreement or arrangement to acquire any shares or other interests in any other companies or Persons and is not a party to any agreement or arrangement to acquire or

lease any other business operations other than what has been disclosed in the public record of Mansa.

- 5.2.4 As of the date hereof, there are no shareholder agreements, proxies, voting trusts, rights to require registration under securities Laws or other arrangements or commitments to which Mansa is a party or bound with respect to the voting, disposition or registration of any outstanding securities of Mansa.
- 5.2.5 To the knowledge of Mansa, none of the Mansa Shares held by the Mansa shareholders are subject to any escrow restrictions, pooling arrangements, or voting trust, voluntary or otherwise except those Mansa Shares that are subject to the Exchange Escrow Agreement.

5.3 Authority and No Violation.

- 5.3.1 Mansa has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and all documents and transactions contemplated herein have been duly authorized by all necessary corporate action of Mansa. This Agreement has been duly executed and delivered by Mansa and constitutes a valid and binding obligation of Mansa, enforceable in accordance with its terms subject only to the following qualifications:
 - 5.3.1.1 an order of specific performance and an injunction are discretionary remedies and, in particular, may not be available where damages are considered an adequate remedy; and
 - 5.3.1.2 enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting the enforceability of creditors' rights.
- 5.3.2 None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfilment of or compliance with the terms and provisions hereof do or will, nor will they with the giving of notice or the lapse of time or both:
 - 5.3.2.1 conflict with any of the terms, conditions or provisions of the constating documents of Mansa;
 - 5.3.2.2 subject to the consents, approvals, orders, authorizations, registrations, declarations or filings referred to in Section 5.3.3(a) being made or obtained, violate any provision of any Laws applicable to Mansa;
 - 5.3.2.3 conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which Mansa is a party or by which it is bound or to which its property is subject, all as of the Effective Date; or
 - 5.3.2.4 result in the cancellation, suspension or alteration in the terms of any licence, permit or authority held by Mansa, or in the creation of any Encumbrance upon any of the assets of Mansa under any such agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other Person any interest or rights, including rights of purchase, termination, cancellation or acceleration;

except in the case of clauses 5.3.2.2 through 5.3.2.4 for any of the foregoing that would not, individually or in the aggregate, have a Material Adverse Effect on Mansa or impair the ability

of Mansa to perform its obligations hereunder or prevent or delay the consummation of any of the transactions contemplated hereby; and

5.3.3 The board of directors of Mansa at a meeting duly called and held or by written resolution has authorized Mansa to enter into this Agreement.

(a) Consents, Approvals.

No consent, approval, order or authorization of, or registration, declaration or filing with, any third party or Governmental Entity is required by or with respect to Mansa in connection with the execution and delivery of this Agreement by Mansa, the performance of its obligations hereunder or the consummation by Mansa of the transactions contemplated hereby other than (a) the approval of the Exchange, (b) such registrations and other actions required under federal, state, provincial, and territorial securities Laws as are contemplated by this Agreement, and (c) any other consents, approvals, orders, authorizations, registrations, declarations or filings which, if not obtained or made, would not, individually or in the aggregate, have a Material Adverse Effect on Mansa or prevent or delay the consummation of any of the transactions contemplated hereby or impair Mansa's ability to perform its obligations hereunder.

(b) Contracts

As of the date hereof, there are no written or oral contracts, agreements, guarantees, leases and executory commitments which are material to Mansa and to which Mansa is a party other than as publicly disclosed.

(c) Litigation, Etc.

There are no actions, suits, proceedings, investigations or outstanding claims or demands, whether or not purportedly on behalf of Mansa or, instituted or, to the knowledge of Mansa, pending or threatened against or affecting Mansa at law or in equity or before or by any Governmental Entity, nor is there any judgment, order, decree or award of any Governmental Entity having jurisdiction, obtained, pending or, to the knowledge of Mansa, threatened against Mansa and neither Mansa nor its assets or properties is subject to any outstanding judgment, order, writ, injunction or decree.

(d) Compliance with Laws.

To the knowledge of Mansa, Mansa is in compliance with all applicable Laws other than non-compliance which would not, individually or in the aggregate, have a Material Adverse Effect on Mansa. No investigation or review by any Governmental Entity with respect to Mansa is pending or, to the knowledge of Mansa, is threatened, nor has any Governmental Entity indicated in writing an intention to conduct the same, other than those the outcome of which could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Mansa.

(e) Restrictions on Business Activities.

There is no agreement, judgment, injunction, order or decree binding upon Mansa that has or could be reasonably expected to have the effect of prohibiting, restricting or materially impairing any business practice of Mansa, acquisition of property by Mansa or the conduct of business by Mansa as currently conducted or proposed to be conducted in the Listing Statement.

(f) Brokerage and Finders' Fees.

Neither Mansa, nor any shareholder, director, officer or employee thereof, has incurred or will incur on behalf of Mansa, any brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with this Agreement or the transactions contemplated hereby.

(g) Issuer Status.

Mansa is a "reporting issuer" (as defined in the Securities Act) and the equivalent status in each of British Columbia, Alberta and Ontario and all of the issued and outstanding Mansa Shares are listed for trading on the Exchange.

(h) Reporting

Mansa has filed with the Securities Authorities and the Exchange and all applicable self-regulatory authorities a true and complete copy of all required public disclosure documents (the "**Mansa Public Documents**"). To the knowledge of Mansa, the Mansa Public Documents, at the time filed or, if amended, as of the date of such amendment: (a) did not contain any misrepresentation (as defined in the Securities Act) and did not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (b) complied in all material respects with the requirements of applicable securities legislation and the rules, policies and instruments of all Securities Authorities having jurisdiction over Mansa except where such non-compliance has not had or would not reasonably be expected to have a Material Adverse Effect on Mansa. Mansa has not filed any confidential material change or other report or other document with any Securities Authorities or stock exchange or other self-regulatory authority which at the date hereof remains confidential.

(i) Cease Trade

Mansa is not subject to any cease trade or other similar order of any applicable stock exchange or Securities Authority and, to the knowledge of Mansa, no investigation or other proceedings involving Mansa is currently in progress or pending by any applicable or Securities Authority.

(j) Non Arm's-Length Contracts.

Other than the Exchange Escrow Agreement, the Mansa Options or as otherwise known to Voltage, Mansa is not a party to any contract or agreement with any officer, director, shareholder or any Person not dealing at arm's-length (within the meaning of the Tax Act) with any of the foregoing.

(k) No Guarantees or Indemnities.

Mansa is not a party to or bound by any agreement of guarantee, indemnification (other than an indemnification of directors and officers in accordance with the by-laws of Mansa and applicable laws and other than standard indemnities in favour of purchasers of assets in purchase and sale agreements or indemnities and guarantees in favour of Mansa's bankers or prior underwriters and guarantees), or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person.

(l) No Loans

Mansa has no loans or other indebtedness outstanding which have been made to or from any of its shareholders, officers, directors or employees or any other person not dealing at arm's length with Mansa that are currently outstanding.

(m) Restrictions on Business

Mansa is not a party to or bound or affected by any commitment, agreement or document containing any covenant expressly limiting its freedom to compete in any line of business, compete in any geographic region, transfer or move any of its assets or operations, where such covenant would have a Material Adverse Effect on the business of Mansa.

(n) Mansa Information.

Mansa has fully made available to the Corporation and its advisers all of the information relating to Mansa that the Corporation has requested or which would be material to the Corporation's decision, acting prudently, whether to complete the transactions contemplated in this Agreement. To the knowledge of Mansa, none of the foregoing representations, warranties and statements of fact and no other statement furnished by or on behalf of Mansa to the Corporation or its advisers in connection with the negotiation of the transactions contemplated by this Agreement, contain in respect of Mansa, any untrue statement of a material fact or omit to state any material fact necessary to make such statement or representation not misleading to a prospective purchaser of securities of Mansa seeking full information as to Mansa and its properties, financial condition, prospects, businesses and affairs.

(o) Survival of Representations and Warranties.

The representations and warranties of Mansa contained in this Agreement shall be true at the Time of Closing as though they were made by Mansa at the Time of Closing.

ARTICLE 6 COVENANTS

6.1 Conduct of Business Before Closing

During the period beginning on the date of this Agreement and ending at the Closing Time or the earlier termination of this Agreement in accordance with Section 8.3 or 8.5, the Sellers will cause the Corporation, except as contemplated herein or with the prior written consent of Mansa:

- 6.1.1 not split, consolidate or reclassify any of the outstanding Securities of Voltage nor declare, set aside or pay any dividends on or make any other distributions on or in respect of the Purchased Shares except as contemplated in this Agreement;
- 6.1.2 not amend Voltage's constituting documents;
- 6.1.3 not allot, reserve, issue or sell any Purchased Shares, or any securities convertible into or exchangeable for Purchased Shares prior to the Closing Time except as contemplated herein or as expressly agreed to in writing by Mansa;
- 6.1.4 not reorganize, amalgamate or merge Voltage with any other Person;

- 6.1.5 comply promptly with all material requirements which applicable Laws may imposed on or applicable to Voltage;
- 6.1.6 to operate and conduct the Business diligently and prudently and only in the ordinary course of business;
- 6.1.7 maintain all Material Contracts and material Permits in good standing, and not to enter into, terminate, allow to lapse or amend any Material Contracts or material Permits;
- 6.1.8 preserve the goodwill of the Business and the present relationship with suppliers and clients and others having business relationships with the Business;
- 6.1.9 to maintain its Books and Records and accounts with respect to the Business in the ordinary course of business;
- 6.1.10 not to cause, adopt or propose any amendments to the terms of any of its outstanding Securities or its articles or by-laws and other constating documents;
- 6.1.11 not to issue, sell, pledge, dispose of, encumber, agree or offer to issue, sell, pledge, dispose of or encumber any additional Securities, or any options, warrants, calls, conversion privileges or rights of any kind to acquire any of its Securities;
- 6.1.12 not to split, consolidate, combine or reclassify any outstanding Securities;
- 6.1.13 not to redeem, purchase or offer to purchase any of its Securities;
- 6.1.14 not to declare or pay any dividends or distributions on any of its Securities;
- 6.1.15 not to make any acquisition or disposition of assets other than in the ordinary course of business;
- 6.1.16 to comply in all material respects with all Laws applicable to the Business;
- 6.1.17 not make any changes to its existing accounting practices except after consultation with the Corporation's auditors and Mansa;
- 6.1.18 not enter into any agreement or commitment whatsoever to do any of the foregoing prohibited matters; and
- 6.1.19 promptly advise Mansa orally and in writing of any change resulting in a Material Adverse Effect.

6.2 Covenants of Mansa.

- 6.2.1 Mansa covenants and agrees that, until the Closing Time or the earlier termination of this Agreement in accordance with Section 8.3 or 8.5, except: (i) with the prior written consent of the Corporation to any deviation therefrom; or (ii) with respect to any matter expressly contemplated by this Agreement, Mansa shall:
 - 6.2.1.1 not split, consolidate or reclassify any of the outstanding Mansa Shares nor declare, set aside or pay any dividends on or make any other distributions on or in respect of Mansa Shares except as contemplated in this Agreement;
 - 6.2.1.2 not amend Mansa Articles;

- 6.2.1.3 not allot, reserve, issue or sell any Mansa Shares, or any securities convertible into or exchangeable for Mansa Shares prior to the Closing Time except for the Private Placement or as otherwise contemplated herein, or agree to do so or publicly announce any intention to do so;
- 6.2.1.4 not reorganize, amalgamate or merge Mansa with any other Person;
- 6.2.1.5 comply promptly with all material requirements which applicable Laws may impose on Mansa;
- 6.2.1.6 use commercially reasonable efforts to obtain all necessary approvals of the Exchange, and if required, the approval of Mansa's shareholders, in respect of (i) the issuance of the Payment Shares and the Private Placement, and, (ii) the completion of the purchase of the Purchased Shares;
- 6.2.1.7 not make any material changes to its existing accounting practices except after consultation with Mansa's auditors and the Corporation; and
- 6.2.1.8 not enter into any agreement or commitment whatsoever to do any of the foregoing prohibited matters;

6.3 Access for Investigation

- 6.3.1 The Sellers will, and will cause the Corporation to, permit Mansa through its authorized representatives, until the Closing Date, to have reasonable access during normal business hours to all the Books and Records of the Corporation and to the properties and assets of the Corporation provided that such access does not cause unreasonable interference with the conduct of the Business by the Corporation. The Sellers will also furnish to Mansa any financial and operating data and other information with respect to the Business as Mansa reasonably requests to enable confirmation of the accuracy of the matters represented and warranted in Article 4. Mansa will be provided ample opportunity to make a full investigation of all aspects of the financial, legal and technical affairs of the Corporation.
- 6.3.2 Mansa shall permit the Sellers through their authorized representatives, until the Closing Date, to have reasonable access during normal business hours to Mansa's premises and to all the books and records of Mansa and to the properties and assets of Mansa provided that such access does not cause unreasonable interference with the conduct of the business by Mansa. Mansa will also furnish to the Sellers any financial and operating data and other information with respect to the business of Mansa as the Sellers reasonably request to enable confirmation of the accuracy of the matters represented and warranted in Article 5. The Sellers will be provided ample opportunity to make a full investigation of all aspects of the financial, legal and technical affairs of Mansa.

6.4 Actions to Satisfy Closing Conditions

- 6.4.1 Each Party will take or cause to be taken all actions that are within its power to control, and will make all commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure its compliance with, and satisfaction of, all conditions in Article 8 that are for the benefit of the other Party.
- 6.4.2 Without limiting the generality of the foregoing, the Parties shall each use commercially reasonable efforts to prepare the Listing Statement, together with any other documents required by applicable laws in connection with the Transactions, and shall use all commercially reasonable efforts to obtain the approval of the Exchange to the Listing Statement and immediately after

such approval is obtained, Mansa shall file the Listing Statement on SEDAR. The Parties shall cooperate in the preparation of the Listing Statement and any other documents and taking of all actions reasonably deemed by Mansa or the Corporation to be necessary to discharge their respective obligations under applicable laws and this Agreement and in connection with the Transactions and all other matters contemplated herein. Each of the Parties shall furnish to the other all such information concerning it and its shareholders as may be required to complete the Listing Statement and to effect the Transactions contemplated herein, and each covenants that no information furnished by it in connection with such actions or otherwise in connection with completion of the Listing Statement and the consummation of the Transactions will contain any untrue statement of a material fact or omits to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in the light of the circumstances in which it is furnished or to be used. Each of the Parties shall promptly notify each of the other Parties if at any time before the Closing Time it becomes aware that any information provided to the other contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement.

6.4.3 Without limiting the generality of the foregoing, the Parties shall:

- 6.4.3.1 apply for and use commercially reasonable efforts to obtain all Regulatory Approvals relating to the Transactions, and, in doing so, each of the Parties shall promptly notify each of the other Parties, subject to applicable Laws, as to the status of the proceedings related to obtaining the Regulatory Approvals, including providing each of the other Parties with copies of all related applications and notifications, in draft form, in order for each of the other Parties to provide its reasonable comments, and providing each of the other Parties with copies of all material correspondence relating to such Regulatory Approvals;
- 6.4.3.2 diligently pursue the arrangements needed to complete the Private Placement on a timely basis;
- 6.4.3.3 use commercially reasonable efforts to defend all lawsuits or other legal, regulatory or other proceedings to which any of the Parties is a party challenging or affecting this Agreement or the consummation of the Transactions;
- 6.4.3.4 use commercially reasonable efforts to have lifted or rescinded any injunction or restraining order relating to such Party which may adversely affect the ability of the Parties to consummate the Transactions; and
- 6.4.3.5 effect all necessary registrations, filings and submissions of information required by Governmental Authorities relating to the Transactions.

6.5 Payment Shares

- 6.5.1 The Sellers acknowledge and understand that the issuance of the Payment Shares will not be qualified by a prospectus under the securities laws of any jurisdiction of Canada, by reason of specific exemptions therefrom.
- 6.5.2 The Sellers are acquiring the Payment Shares pursuant to prospectus and registration exemptions contained in NI 45-106 and Mansa is relying on such exemptions.
- 6.5.3 The Sellers acknowledge that no person has made any written or oral representations:

6.5.3.1 that any person will resell or repurchase the Payment Shares; or

6.5.3.2 as to the future price or value of the Payment Shares.

6.5.4 The Sellers will not resell the Payment Shares except in accordance with the provisions of applicable securities legislation, regulatory policies, this Agreement and stock exchange rules and policies, if applicable.

6.5.5 The Sellers will execute, deliver, file and otherwise assist Mansa in filing such reports, undertakings and other documents as may be required by applicable securities legislation, policy or order of a securities commission or other regulatory authority, with respect to the issuance of the Payment Shares.

6.6 Tax Considerations

6.6.1 Mansa, on the one hand, and the Sellers, on the other hand, agree to consider amending the terms of this Agreement to allow each such party to implement additional tax planning; provided, that the respective parties hereto shall (i) disclose such arrangements to the other parties prior to implementation; (ii) and shall only agree to any such amendments if additional tax planning proposed by any one of them does not result in any adverse tax consequences to the other party or to the Corporation and would not reasonably be expected to delay the completion of the Transactions and (iii) shall explicitly indemnify the other party with respect to the effects of any such tax planning.

6.7 Seller Non-Solicitation

On and after the date of this Agreement, neither the Corporation nor the Sellers shall, directly or indirectly, including through representatives (including for greater certainty any financial or other advisors):

- (i) solicit, assist, initiate, knowingly encourage or otherwise facilitate (including by way of discussion, negotiation, furnishing information or entering into any form of written or verbal agreement, arrangement or understanding) any inquiries, proposals or offers regarding, or that could reasonably be expected to lead to, any Alternative Seller Proposal;
- (ii) engage or participate in any discussion or negotiations regarding, or provide any information with respect to or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage, an effort or attempt by a Person (other than Mansa or its representatives) to do or seek to do any of the foregoing regarding any Alternative Seller Proposal or potential Alternative Seller Proposal; or
- (iii) approve, or propose to approve, any Alternative Seller Proposal, or accept or enter into, or propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Alternative Seller Proposal.

6.8 Buyer Non-Solicitation

On and after the date of this Agreement, Mansa shall not, directly or indirectly, including through representatives (including for greater certainty any financial or other advisors):

- (i) solicit, assist, initiate, knowingly encourage or otherwise facilitate (including by way of discussion, negotiation, furnishing information or entering into any form of written or verbal

agreement, arrangement or understanding) any inquiries, proposals or offers regarding, or that could reasonably be expected to lead to, any Alternative Buyer Proposal;

- (ii) engage or participate in any discussion or negotiations regarding, or provide any information with respect to or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage, an effort or attempt by a Person (other than the Corporation or its representatives) to do or seek to do any of the foregoing regarding any Alternative Buyer Proposal or potential Alternative Buyer Proposal; or
- (iii) approve, or propose to approve, any Alternative Buyer Proposal, or accept or enter into, or propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Alternative Buyer Proposal.

ARTICLE 7

NATURE AND SURVIVAL OF COVENANTS AND REPRESENTATIONS AND WARRANTIES

7.1 Nature and Survival of Covenants and Representations and Warranties and Agreements

- 7.1.1 Subject to the remaining Sections of this Article 7, the covenants, representations and warranties contained in this Agreement will survive the Closing for a period of 1 year from the Closing Date. For certainty, any survival period set out in this Article 7 with respect to any representation and warranty will apply regardless of the date upon which a breach of that representation and warranty is discovered or discoverable for the purposes of the *Limitations Act, 2002* (Ontario) (the "**Limitations Act**").
- 7.1.2 The indemnification covenants contained in Article 9 will not merge on Closing but will survive, subject to any limits imposed by Article 9.

ARTICLE 8

CLOSING CONDITIONS

8.1 Mutual Conditions Precedent.

The respective obligations of the Parties hereto to complete the Transactions shall be subject to the satisfaction, on or before the Closing Date, of the following conditions precedent, each of which may only be waived by the mutual consent of Mansa and the Sellers:

- 8.1.1 there shall not be in force any final and non-appealable judgement, injunction, order or decree, and there shall not have been passed any Law, prohibiting, preventing, restraining or enjoining the consummation of the Transactions and there shall be no proceeding in progress that relates to or results from the Transactions that would, if successful, result in an order or ruling of a Governmental Authority that would preclude completion of the transactions in accordance with the terms hereof or would otherwise be inconsistent with the Regulatory Approvals which have been obtained;
- 8.1.2 this Agreement shall not have been terminated pursuant to Sections 8.3 or 8.5;

- 8.1.3 The Private Placement shall have been completed raising gross proceeds of at least \$250,000;
- 8.1.4 there shall not be pending or threatened any suit, action or proceeding: (i) seeking to prohibit or restrict the seeking to restrain or prohibit the consummation of the Transactions or seeking to obtain from the Corporation or Mansa any damages directly or indirectly in connection with the Transactions, or (ii) which otherwise is reasonably likely to have a Material Adverse Effect on the Corporation or a Material Adverse Effect on Mansa;
- 8.1.5 no order, ruling or determination having the effect of suspending the issuance or ceasing the trading of the Payment Shares or any other securities of Mansa shall have been issued or made by any stock exchange, securities commission or other regulatory authority and be continuing in effect and no proceedings for that purpose shall have been instituted or pending or, to the Knowledge of Mansa, contemplated or threatened by any stock exchange, securities commission or other regulatory authority;
- 8.1.6 the Exchange shall have provided conditional approval for the Transactions; and
- 8.1.7 the execution by the Sellers and any other parties, as applicable, of an escrow agreement with respect to some or all of the Payment Shares, if and as required by the Exchange, in accordance with the rules and policies of the Exchange.

8.2 Conditions for the Benefit of Mansa

The obligation of Mansa to complete the purchase of the Purchased Shares will be subject to the fulfilment of the following conditions at or prior to the Closing Time:

- 8.2.1 **Representations, Warranties and Covenants.** The representations and warranties of the Sellers and the Corporation made in this Agreement, and any other agreement or document delivered pursuant to this Agreement, will be true and accurate at the Closing Time with the same force and effect as though those representations and warranties had been made as of the Closing Time, subject to such changes thereto as have occurred in the ordinary course of business of the Corporation, and for certainty, any representations and warranties made as at a date prior to the Closing Time will be deemed to be made as at the Closing Time. The Sellers will have complied with all covenants and agreements to be performed or caused to be performed by it under this Agreement, and any other agreement or document delivered pursuant to this Agreement, at or prior to the Closing Time.
- 8.2.2 **No Material Adverse Effect.** Since the date of this Agreement there will not have been any change in the assets, Business, financial condition, earnings or results of operations or prospects of the Corporation that has, or might reasonably be expected to have, in the aggregate a Material Adverse Effect.
- 8.2.3 **Consents.** All material filings, notifications and consents with, to or from third parties and Regulatory Approvals required will have been made, given or obtained on terms acceptable to Mansa, acting reasonably, under any Permit, Material Contract or licence or agreement affecting the Business.
- 8.2.4 **Completion of Investigations.** Mansa, and its agents or representatives, shall have conducted and completed to its satisfaction, acting reasonably, a legal, business and financial due diligence investigation of the Corporation.

- 8.2.5 **Financial Statements.** Mansa shall have received and be satisfied, in its sole and absolute discretion acting reasonably, with the Financial Statements.
- 8.2.6 **Options, Warrants and Other Convertible Securities.** Any options, warrants and other Securities convertible into shares in the capital of the Corporation or any other securities of the Corporation shall have been terminated and cancelled, other than those securities that are to be exchanged with the securities of Mansa in accordance with the terms of this Agreement.
- 8.2.7 **Due Diligence.** Mansa and its counsel are satisfied with its due diligence review of Voltage.

8.3 Waiver or Termination by Mansa

- 8.3.1 The conditions contained in Section 8.2 are inserted for the exclusive benefit of Mansa and may be waived in whole or in part by Mansa at any time without prejudice to any of its rights of termination in the event of non-performance of any other condition in whole or in part. If any of the conditions contained in Section 8.2 are not fulfilled or complied with by the time as required under this Agreement, Mansa may, after that time and at or prior to the Closing Time, terminate this Agreement by notice in writing to the Sellers. In that event Mansa will be released from all obligations under this Agreement and the Sellers and the Corporation will also be released from all obligations under this Agreement, but Mansa may also bring an action to recover any damages suffered by Mansa where the non-performance or non-fulfillment of the relevant conditions is a result of a breach of a covenant, representation or warranty by the Sellers and the Corporation.

8.4 Conditions for the Benefit of the Sellers

The obligation of the Sellers to complete the sale of the Purchased Shares will be subject to the fulfilment of the following conditions at or prior to the Closing Time:

- 8.4.1 **Representations, Warranties and Covenants.** The representations and warranties of Mansa made in this Agreement, and any other agreement or document delivered pursuant to this Agreement, will be true and accurate at the Closing Time with the same force and effect as though those representations and warranties had been made as of the Closing Time. Mansa will have complied with all covenants and agreements agreed to be performed or caused to be performed by it under this Agreement, and any other agreement or document delivered pursuant to this Agreement, at or prior to the Closing Time, and for certainty, any representations and warranties made as at a date prior to the Closing Time will be deemed to be made as at the Closing Time.
- 8.4.2 **No Material Adverse Effect.** Since the date of this Agreement there will not have been any change in the assets, business, financial condition, earnings, results of operations or prospects of Mansa, or any other event, development or condition of any character (whether or not covered by insurance) that has, or might reasonably be expected to have, a Material Adverse Effect.
- 8.4.3 **Completion of Investigations.** The Corporation, and its agents or representatives, shall have conducted and completed to its satisfaction, acting reasonably, a legal, business and financial due diligence investigation of Mansa.
- 8.4.4 **Deliveries.** Mansa will have delivered to or caused to be delivered to the Sellers:
- 8.4.4.1 the Payment Shares;

- 8.4.4.2 the approval of Mansa's shareholders in respect of the issuance of the Payment Shares and the purchase of the Purchased Shares; and
- 8.4.4.3 all documentation and other evidence reasonably requested by the Sellers in order to establish the due authorization and completion of the transactions contemplated by this Agreement, including the taking of all corporate proceedings by the boards of directors and shareholders of Mansa required to effectively carry out the obligations of Mansa pursuant to this Agreement.

8.5 Waiver or Termination by the Sellers

- 8.5.1 The conditions contained in Section 8.4 are inserted for the exclusive benefit of the Sellers and may be waived in whole or in part by the Sellers at any time without prejudice to any of its rights of termination in the event of non-performance of any other condition in whole or in part. If any of the conditions contained in Section 8.4 are not fulfilled or complied with by the time as required under this Agreement, the Sellers may, at that time and at or prior to the Closing Time, terminate this Agreement by notice in writing to Mansa. In that event the Sellers will be released from all obligations under this Agreement and Mansa will also be released from all obligations under this Agreement, but the Sellers or the Corporation may also bring an action to recover any damages suffered by the Sellers or the Corporation where the non-performance or non-fulfillment of the relevant conditions is a result of a breach of a covenant representation or warranty by Mansa.

8.6 Notice and Cure Provisions.

Mansa and the Sellers will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the Closing Time, of any event or state of facts of which it is aware which occurrence or failure would, or would be reasonably likely to:

- 8.6.1 cause any of the representations or warranties of the other Party contained herein to be untrue or inaccurate on the date hereof or on the Closing Date; or
- 8.6.2 result in the failure in any material respect to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by the other hereunder prior to the Closing Time.
- 8.6.3 Neither Mansa nor the Sellers may seek to rely upon any conditions precedent contained in Section 8.1, 8.2 or 8.4 or exercise any termination right arising therefrom, unless forthwith, Mansa or the Sellers, as the case may be, has delivered a written notice to the other specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which Mansa or the Sellers, as the case may be, are asserting as the basis for the non-fulfilment of the applicable condition precedent or the exercise of the termination right, as the case may be. If any such notice is delivered, provided that Mansa or the Sellers, as the case may be, is proceeding diligently to cure such matter, if such matter is capable of being cured, the other may not terminate this Agreement as a result thereof until the expiration of a period of 15 days from such notice. If any such matter is not capable of being cured, then, unless the other party waives such matter (which shall not operate as a waiver of any other matter whatsoever) in writing within five Business Days, this Agreement shall be automatically terminated (without prejudice to any liability for prior non-compliance).

ARTICLE 9 INDEMNIFICATION

9.1 Mutual Indemnifications for Breaches of Warranty, etc.

Each of Mansa and the Corporation agree that if it fails to observe or perform any covenant or obligation, or breaches any representation and warranty, contained in this Agreement, or in any other agreement or document delivered pursuant to this Agreement, it will indemnify and hold the other Party harmless from and against any Loss which the other Party may suffer as a result (the Party making a claim for indemnification under any provision of this Article 9 being the "**Indemnified Party**", and the Party providing indemnification being the "**Indemnifying Party**" for the purposes of this Article 9). .

9.2 Notice of Claim

If an Indemnified Party becomes aware of a Loss or potential Loss in respect of which the Indemnifying Party has agreed to indemnify it under this Agreement, the Indemnified Party will promptly give written notice of its Claim or potential Claim for indemnification (an "**Indemnity Claim**") to the Indemnifying Party. The notice must specify whether the Indemnity Claim arises as the result of a Claim made against the Indemnified Party by a Person who is not a Party (a "**Third Party Claim**") or as a result of a Loss that was suffered directly (a "**Direct Claim**"), and must also specify with reasonable particularity (to the extent that the information is available):

9.2.1 the factual basis for the Indemnity Claim; and

9.2.2 the amount of the Indemnity Claim, if known.

If, through the fault of the Indemnified Party, the Indemnifying Party does not receive notice of an Indemnity Claim in time effectively to contest the determination of any liability capable of being contested, the Indemnifying Party will be entitled to set off against the amount claimed by the Indemnified Party the amount of any Loss incurred by the Indemnifying Party resulting from the Indemnified Party's failure to give the notice on a timely basis.

9.3 Direct Losses

Following receipt of notice from the Indemnified Party of a Direct Claim, the Indemnifying Party will have 20 Business Days to make any investigations it considers necessary or desirable. For the purpose of those investigations, the Indemnified Party will make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Direct Claim, together with all other information that the Indemnifying Party may reasonably request. If both Parties agree at or before the expiration of such 20-day period (or any mutually agreed upon extension) to the validity and amount of the Direct Claim, the Indemnifying Party will pay immediately to the Indemnified Party the full agreed upon amount of the Loss for which the Direct Claim is made, failing which the Direct Claim will be submitted to arbitration in accordance with Exhibit 9.3

9.4 Third Party Claims

9.4.1 If the Indemnity Claim relates to a Third Party Claim that the Indemnified Party is required by applicable Law to pay without a prior opportunity to contest it but with an ability to contest such matter subsequent the payment, the Indemnified Party may, despite Sections 9.4.3, 9.4.5 and 9.4.5.1, make the payment without affecting its right to make an Indemnity Claim in accordance with this Agreement.

- 9.4.2 The Indemnified Party will promptly deliver to the Indemnifying Party copies of all correspondence, notices, assessments or other written communication received by the Indemnified Party in respect of any Third Party Claim.
- 9.4.3 The Indemnified Party will not negotiate, settle, compromise or pay any Third Party Claim with respect to which it has asserted or proposes to assert an Indemnity Claim, without the prior consent of the Indemnifying Party, which consent will not be unreasonably withheld.
- 9.4.4 The Indemnified Party will not cause or permit the termination of any right of appeal in respect of any Third Party Claim which is or might become the basis of an Indemnity Claim without giving the Indemnifying Party written notice of the contemplated or potential termination in time to grant the Indemnifying Party a reasonable opportunity to contest the Third Party Claim.
- 9.4.5 If the Indemnifying Party first acknowledges in writing its obligation to satisfy an Indemnity Claim to the extent of any binding determination or settlement in connection with a Third Party Claim (or enters into arrangements otherwise satisfactory to the Indemnified Party), in any legal or administrative proceeding in connection (including any audit with respect to Taxes) with the matters forming the basis of a Third Party Claim, the following will apply:
 - 9.4.5.1 the Indemnifying Party will have the right, subject to the rights of any insurer or third party having potential liability therefor, by written notice delivered to the Indemnified Party within 20 Business Days of receipt by the Indemnifying Party of the notice of the Indemnity Claim to (i) participate in the negotiation, defence or settlement of a Third Party Claim; or (ii) assume carriage and control of the negotiation, defence or settlement of a Third Party Claim and the conduct of any related legal or administrative proceedings at the expense of the Indemnifying Party and by its own counsel;
 - 9.4.5.2 if the Indemnifying Party elects to assume carriage and control, the Indemnified Party will have the right to participate at its own expense in the negotiation, defence or settlement of a Third Party Claim assisted by counsel of its own choosing; and
 - 9.4.5.3 despite Sections 9.4.5.1 and 9.4.5.2, the Indemnifying Party will not settle a Third Party Claim or conduct any related legal or administrative proceeding in a manner which would, in the opinion of the Indemnified Party, acting reasonably, have a material adverse effect on the Indemnified Party except with the Indemnified Party's prior written consent.
- 9.4.6 Each of the Indemnified Party and the Indemnifying Party will make all reasonable efforts to make available to the Party who has assumed carriage and control of the negotiation, defence or settlement of a Third Party Claim, those of its employees whose evidence or assistance is necessary, and all documents, records and other materials in its possession and control that are required, for the evaluation and defence of that Third Party Claim.
- 9.4.7 When the amount of the Loss with respect to a Third Party Claim is finally determined in accordance with this Section 9.4, the Indemnifying Party will immediately pay the full amount of that Loss to the Indemnified Party. The Indemnifying Party will have no obligation to make any payment with respect to any Third Party Claim that is settled or contested in violation of the terms of this Section 9.4.

9.5 No Delay

The Indemnified Party will pursue any Indemnity Claim made by the Indemnified Party under this Agreement with reasonable diligence and dispatch, and without unnecessary delay.

9.6 Tax and Other Adjustments

The amount of any Loss for which indemnification is provided under this Article 9 will be net of any amounts actually recovered by the Indemnified Party under insurance policies with respect to that Loss and will be (i) increased to take account of any net Tax cost incurred by the Indemnified Party arising from the receipt of indemnity payments under this Agreement, and (ii) reduced to take account of any net Tax benefit realized by the Indemnified Party arising from the incurrence or payment of that Loss, to the extent necessary to ensure that the Indemnified Party receives a net amount which, taking into account any net Tax cost or net Tax benefit, is sufficient to fully compensate for the Loss, but results in no net gain to the Indemnified Party. In computing the amount of any such net Tax cost or net Tax benefit, the Indemnified Party will be deemed to recognize all other items of income, gain, loss deduction or credit before recognizing any item arising from the receipt of any indemnity payment hereunder or the incurrence or payment of any indemnified Loss.

9.7 Exclusive Remedy

The rights of indemnity in this Article 9 are the sole and exclusive remedy of each Party:

- 9.7.1 in respect of Third Party Claims which may be brought against it; and
- 9.7.2 for monetary compensation for any Loss which it may suffer or incur as a result of, in respect of, or arising out of any non-fulfillment of any covenant or agreement on behalf of another Party, or any incorrectness in or breach of any representation or warranty by another Party, contained in this Agreement or in any other agreement or document delivered pursuant to this Agreement.

This Section 9.7 will remain in full force and effect in all circumstances and will not be terminated by any breach (fundamental, negligent or otherwise) by any Party of its covenants, representations or warranties in this Agreement or under any agreement or other document delivered pursuant to this Agreement, or by any termination or rescission of this Agreement.

ARTICLE 10 CLOSING ARRANGEMENTS

10.1 Closing

The Closing will take place on the Closing Date by electronic exchange of documents. Agreement of the parties to an electronic exchange of documents will be deemed to have been made by the parties exchanging documents electronically.

10.2 Closing Procedures

At the Closing Time:

- 10.2.1 the Sellers will sell and Mansa will purchase each of the Purchased Shares in exchange for the Payment Shares as provided in this Agreement; and

10.2.2 Mansa will deliver or cause to be delivered the documents referred to in Section 8.4.4.

ARTICLE 11 GENERAL

11.1 Submission to Jurisdiction

Each of the Parties irrevocably submits and attorns to the exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity arising from this Agreement. To the extent permitted by applicable law, each of the Parties irrevocably waives any objection (including any claim of inconvenient forum) to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province, or that the subject matter of this Agreement may not be enforced in those courts, and irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 11.1, of the substantive merits of any such suit, action or proceeding. To the extent a Party has or hereafter may acquire any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

11.2 Payment and Currency

Any money to be paid or tendered by one Party to another pursuant to this Agreement must be paid by bank draft, certified cheque or wire transfer of immediately available funds payable to the Person to whom the amount is due. Unless otherwise specified, the word "dollar" and "\$" sign refer to Canadian currency, and all amounts to be advanced, paid or calculated under this Agreement are to be advanced, paid or calculated in Canadian currency.

11.3 Tender

Any tender of documents or money pursuant to this Agreement may be made upon the Parties or their respective counsel.

11.4 Costs and Expenses

Except as otherwise specified in this Agreement, all costs and expenses (including the fees and disbursements of accountants, legal counsel and other professional advisers) incurred in connection with this Agreement and the completion of the transactions contemplated by this Agreement are to be paid by the Party incurring those costs and expenses. If this Agreement is terminated, the obligation of each Party to pay its own costs and expenses is subject to each Party's respective rights arising from a breach or termination.

11.5 Time of Essence

Time is of the essence in all respects of this Agreement.

11.6 Notices

Any Communication must be in writing and either:

11.6.1 personally delivered;

11.6.2 sent by prepaid, registered mail; or

11.6.3 sent by e-mail or functionally equivalent electronic means of communication.

Any Communication must be sent to the intended recipient at its address as follows:

To any of the Sellers:

c/o Jay Freeman
E-mail: jay@jjrcapital.com

to the Corporation:
135 Yorkville Avenue, Suite 900
Toronto, Ontario
Canada
M5R 0C7

Attention: Jay Freeman
Email: jay@jjrcapital.com

with a copy to:

Fogler Rubinoff LLP
77 King Street West, Suite 3000
Toronto, ON M5K 1G8

Attention: Rick Moscone
Email: rmoscone@foglers.com

to Mansa at:

Mansa Exploration Inc.
5000 Yonge St, Suite 1901
Toronto, ON M2N 7E9
Attention:
Email:

with a copy to:

Darryl Levitt Law
Deloitte Office Park
100-400 Applewood Crescent
Concord, ON
L4K 0C3

Attention: Darryl Levitt
Email: darryl@darryllevitt.com

or at any other address as any Party may from time to time advise the other by Communication given in accordance with this Section 11.6. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given and received on the day it is so delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given and received on the next Business Day. Any Communication transmitted by facsimile or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted (but if the Communication is transmitted on a day which is not a Business Day or after 3:00 p.m. (local time of the recipient)), the Communication will be deemed to have been received on the next Business Day. Any Communication given by registered mail will be deemed to have been received on the fifth Business Day after which it is so mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Communication must be effected by personal delivery, or by facsimile, e-mail or functionally equivalent electronic means.

11.7 Further Assurances

Each Party will, at the requesting Party's cost, execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the other Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required from time to time by all Governmental Authorities or stock exchanges having jurisdiction over Mansa's affairs or as may be required from time to time under applicable securities legislation.

11.8 No Broker

Each Party represents and warrants to the other that all negotiations relating to this Agreement and the transactions contemplated by this Agreement have been carried on between them directly, without the intervention of any other Person on behalf of any Party in such manner as to give rise to any valid claim against any of the Corporation or Mansa for a brokerage commission, finder's fee or other similar payment, other than a finder's fee of 750,000 Mansa Shares to be issued to an arm's length party in connection with the Closing.

11.9 Public Notice

All public notices to third parties and all other announcements, press releases and publicity concerning this Agreement or the transactions contemplated by this Agreement must be jointly planned and co-ordinated by the Sellers and Mansa, and neither Party will act unilaterally in this regard without the prior consent of the other Party unless, and only to the extent that, disclosure is required to meet the timely disclosure obligations of any Party under securities laws or stock exchange rules in circumstances where prior consultation with the other Party is not practicable, or the disclosure is to the Party's board of directors, senior management and its legal, accounting, financial or other professional advisers.

11.10 Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

11.11 Assignment and Enurement

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either Party without the prior consent of the other Party. This Agreement enures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

11.12 Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement, or the legality, validity or enforceability of that provision in any other jurisdiction.

11.13 Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original, and those counterparts will together constitute one and the same instrument.

11.14 Electronic Signatures

Delivery of this Agreement by e-mail or functionally equivalent electronic transmission constitutes valid and effective delivery.

11.15 Language

The Parties have expressly required that this Agreement and all deeds, documents and notices relating to this Agreement be drafted in the English language. Les Parties ont expressément exigé que la présente convention et tous les autres contrats, documents ou avis qui y sont afférents soient rédigés dans la langue anglaise.

[Signature page follows]

Each of the Parties has executed and delivered this Agreement as of the date noted at the beginning of the Agreement.

MANSA EXPLORATION INC.

Per: "Robert Breese"

Name: Robert Breese

Title: CEO

VOLTAGE METALS INC.

Per: "Jay Freeman"

Name: Jay Freeman

Title: CEO