
**SUPPLEMENT TO AGREEMENT FOR
LUISHA MINING ENTREPRISE SARL'S
SALE
OF ASSETS TO EXCELLEN MINERALS
SARL DATED 25TH MAY 2018**

SUPPLEMENTAL AGREEMENT

DATE AUGUST 9TH 2018



- PARTIES -

LUISHA MINING ENTREPRISE SARL

AND

EXCELLEN MINERALS SARL

AND

AFRICAN METALS CORPORATION

AND

SIMEON TSHISANGAMA

AFTER REMINDED AS FOLLOWS:

- a. The Parties entered into an agreement dated 25th May 2018 (the "Original Agreement") with respect to the sale by LME of the Target Assets to the Project Company;
- b. The Parties wish to modify and supplement the terms of the Original Agreement;
- c. Therefore, the Parties agree to enter this Supplemental Agreement.

The Parties agree as follows:

ARTICLE 1 – DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

The definitions of the capitalized terms and expressions used in this Supplemental Agreement (including the provision of terms and annexes) shall have the same meaning as those contained in the Original Agreement.

ARTICLE 2 – OBJECT OF CONTRACT

- 2.1 The Conditions Precedents set out in Article 2.1 of the Original Agreement shall continue to apply and be met with the exception of the following:
 - 1) Obtain approval from Chinese authorities for the implementation of this Project;

ARTICLE 3 – TRANSFER OF TARGET ASSET

3.1. TARGET ASSET

The Project Company becomes the owner of the Target Assets from the Date of Transfer. Within five (5) days of approval by the AMC shareholders authorizing LME to transfer the Target Assets and approving the provision of guarantee in accordance with Article 7.5 of the Original Agreement, the Project Company will deposit all of the Consideration Payments into to the escrow account agreed by the Parties, and following such payment, the Project Company will be entitled to possession of the Target Asset before the Closing (the "Access Period") for the following purpose:

The Project Company shall be allowed during the Access Period to:

- o Establish a camp
- o Build or improve roads outside the area of the current open pit.
- o Non-invasive geology work that is surface only

The Project Company shall not be allowed during the Access Period to:

- o Conduct invasive work in the mine area such as:
 - Drill
 - Use dynamite or other explosives
 - Move ore
- o Bring heavy equipment such as ADT, Excavators, etc., except such equipment which is necessary to build or improve roads as permitted above.
- o Operate the current heavy equipment at site
- o Operate the plant equipment
- o Conduct any mining activities in the existing pit or anywhere else on the Target Asset.

Any permitted work conducted on the Target Assets will be done in accordance with all mining, environmental, safety and any other relevant laws of the DRC and any of its sub-national or local jurisdictions.

3.1.1 The Project Company will abandon and vacate the premises if the shareholders of AMC do not approve the sale of the Target Assets or the transfer of the Target Assets is not completed. The cost of any work completed by the Project Company is for the Project Company's own account and risk and the Project Company shall not be entitled to any reimbursement or refund in the event that the shareholders of AMC do not approve the sale of the Target Assets or the transfer of the Target Assets is not completed.

3.2. Transfer considerations and payment methods

3.2.1 The Parties agree to use the escrow account of TSX Trust Company or such other escrow account as may be acceptable to all Parties to this Supplemental Agreement in the event that TSX Trust Company is unwilling to act as Escrow Agent.

3.2.2 The Transfer Consideration will be released according to the Original Agreement, the Escrow Account Agreement and this Supplemental Agreement. In the event that the Transfer of the Target Assets has not been completed for any reason, the Transfer Consideration remaining in the escrow account shall be immediately returned to the Project Company.

ARTICLE 4 – ENTRY INTO FORCE

This Supplemental Contract will enter into force upon the date of its signature by the Parties (Effective Date). All terms and conditions of the Original Agreement will remain in effect except as modified or supplemented by this Supplemental Agreement.

ARTICLE 5 DISCREPANCY

In the case of a discrepancy between this Supplemental Agreement and the Original Agreement, this Supplemental Agreement shall prevail.

Signed and delivered by the Parties on the date set out beside the signatures of their duly authorized signing officers below:

LUISHA MINING ENTREPRISE SARL

Per:



August 9th 2018

Date

EXCELLEN MINERALS SARL

Per:

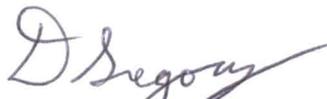


August 9th 2018.

Date

AFRICAN METALS CORPORATION

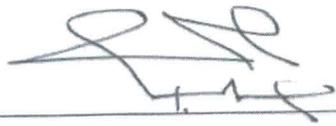
Per:



DANIEL GREGORY CPA, CA
CHIEF FINANCIAL OFFICER

August 9, 2018

Date



August 9th 2018.

Date

SIMEON TSISHANGAMA