
STELLAR AFRICAGOLD INC.
(the "Corporation")

MANAGEMENT PROXY CIRCULAR
June 27, 2016

ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON July 27, 2017

REGISTERED SHAREHOLDERS

You will have received a form of proxy from the Corporation's transfer agent, CST Trust Company ("CST"). Please complete, sign and mail your form of proxy in the postage prepaid envelope provided or fax it to the number indicated on the form.

NON-REGISTERED SHAREHOLDERS

Your common shares (the "**Common Shares**") are held in the name of a nominee (securities broker, trustee or other financial institution). You will have received a request for voting instructions from your broker. Follow the instructions on your Voting Instruction Form to vote by telephone, Internet or fax, or complete, sign and mail the Voting Instruction Form in the postage prepaid envelope provided. **To vote in person, see the box on page 4 of the management proxy circular (the "Management Proxy Circular").**

PROXY VOTING

Who is soliciting my proxy?

The enclosed form of proxy is being solicited by the management of the Corporation ("Management") in connection with the annual and special meeting of shareholders (the "**Meeting**") and the associated costs will be borne by the Corporation. The solicitation of proxies will be primarily by mail, but may be by telephone or other personal contact by directors of the Corporation, such directors receiving no compensation therefore. In addition, the Corporation shall, upon request, reimburse brokerage firms and other custodians for their reasonable expenses in forwarding proxies and related material to beneficial owners of Common Shares of the Corporation.

How do I vote?

There are two ways you can vote your Common Shares if you are a registered shareholder. **You may vote in person at the Meeting or you may sign the enclosed form of proxy appointing the named persons or some other person you choose, who need not be a shareholder, to represent you as proxyholder and vote your Common Shares at the Meeting.** If your Common Shares are held in the name of a nominee, please see the box on page 4 for voting instructions.

What if I plan to attend the Meeting and vote in person?

If you are a registered shareholder and plan to attend the Meeting on July 27, 2017 and wish to vote your Common Shares in person at the Meeting, do not complete or return the form of proxy. Your vote will be taken and counted at the Meeting. Please register with the transfer agent, CST, upon arrival at the Meeting. If your Common Shares are held in the name of a nominee, please see the box on page 4 for voting instructions.

What am I voting on?

The shareholders will be asked to vote on the following:

1. The election of the directors of the Corporation;
2. The appointment of the auditors of the Corporation;
3. The approval of a new stock option plan of the Company;
4. Any such other business as may properly be brought before the meeting or any adjournment thereof.

Please refer to the heading "**Agenda for Shareholders' Meeting**".

Other than as specifically discussed under the heading "**Agenda for Shareholders' Meeting**", no director or senior officer, past, present or nominated hereunder, or any associate or affiliate of such persons, or any person on behalf of whom this solicitation is made, has any interest, direct or indirect, in any matter to be acted upon at the Meeting, except that such persons may be directly involved in the normal business of the Meeting or the general affairs of the Corporation.

What if I sign the form of proxy enclosed with this Management Proxy Circular?

Signing the enclosed form of proxy gives authority to Maurice Giroux or Martin Nicoletti, each of whom is an officer of the Corporation, or to another person you have appointed, to vote your Common Shares at the Meeting.

Can I appoint someone other than these directors to vote my Common Shares?

Yes. Write the name of this person, who need not be a shareholder, in the blank space provided in the form of proxy. It is important to ensure that any other person you appoint is attending the Meeting and is aware that he or she has been appointed to vote your Common Shares. Proxyholders should, upon arrival at the Meeting, present themselves to a representative of CST.

What do I do with my completed proxy?

Return it to the Corporation's transfer agent in accordance with the instructions on the enclosed form of proxy **no later than 5:00 p.m. on July 25, 2017**. This will ensure that your vote is recorded.

The option to submit a proxy by telephone is offered only in Canada and in the United States. Registered shareholders electing to submit a proxy by telephone require a touchtone telephone. The telephone number to call is 1-888-489-7352. Shareholders must follow the instructions, use the form of proxy received from the Corporation and provide the I.D. and Code numbers located beside your name on the proxy form on the lower left-hand side. If the I.D. and Code numbers are not on the proxy, they will be on the back of the flyer enclosed with this material. Instructions are then conveyed by use of the touchtone selections over the telephone.

Registered shareholders electing to submit a proxy over the Internet must access the website: www.cstvotemyproxy.com and follow the instructions and refer to the proxy form received from the Corporation which contains the I.D. and Code numbers, located on the proxy form. Voting instructions are then conveyed electronically by the shareholder over the internet.

Non-registered shareholders, that is, those whose shares are held in "nominee" name, usually banks, trust companies, securities brokers or other financial institutions, will be provided with voting instructions by the nominee.

If I change my mind, can I take back my proxy once I have given it?

Yes. If you change your mind and wish to revoke your proxy, prepare a written statement to this effect. The statement must be signed by you or your attorney as authorized in writing or, if the shareholder is a corporation, under its corporate seal or by an officer or attorney of the corporation duly authorized. This statement must be delivered at the below mentioned registered office of CST, at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof, at which the proxy is to be used, or with the Chairman of the Meeting on the day of the Meeting or any adjournment thereof, and upon either of such deposits the proxy is revoked.

How will my Common Shares be voted if I give my proxy?

The persons named on the form of proxy must vote or withhold from voting your Common Shares, or must vote for or against the matters on the agenda, in accordance with your directions, or you can let your proxyholder decide for you. **Where shareholders have not specified in the form of proxy the manner in which the designated proxyholders are required to vote on the Common Shares represented thereby as to any matter to be voted on, such Common Shares will be voted on any ballot that may be called FOR or in FAVOR of such matter.** Please refer to the heading "Agenda for Shareholders' Meeting".

What if amendments are made to these matters or if other matters are brought before the Meeting?

The persons named in the form of proxy will have discretionary authority with respect to amendments or variations to matters identified in the enclosed form of proxy and with respect to other matters which may properly come before the Meeting. As of the time of printing of this Management Proxy Circular, Management knows of no such amendment, variation or other matter expected to come before the Meeting. If any other matters properly come before the Meeting, the persons named in the form of proxy will vote on them in accordance with their best judgment.

How many Common Shares are entitled to vote?

As of June 27, 2017, there are 57,374,050 Common Shares of the Corporation issued and outstanding, each of which is entitled to one vote at the Meeting. Only shareholders registered at the close of business on June 27, 2017 (the "**Record Date**") are entitled to receive notice of and to vote at the Meeting unless after that date a shareholder of record transfers his Common Shares and the transferee, upon producing properly endorsed certificates evidencing such Common Shares or otherwise establishing that he owns the Common Shares, requests no later than 10 days before the Meeting that the transferee's name be included on the list of shareholders entitled to vote, in which case such transferee is entitled to vote such Common Shares at the Meeting.

To the knowledge of the management of the Corporation, at the date hereof, no person holds, directly or indirectly, nor exercises control or direction over shares carrying more than 10% of the voting rights attached to all shares of the Corporation.

As of the date hereof, the directors and officers, as a group, own beneficially, directly or indirectly, 7,001,754 Common Shares of the Corporation, representing 12.2 % of the currently issued and outstanding Common Shares.

What if ownership of Common Shares has been transferred after June 27, 2017?

The person who acquired such Common Shares after June 27, 2017, must produce properly endorsed share certificates or otherwise establish that he or she owns the Common Shares and must ask the Corporation no later than 5:00 p.m. on July 25, 2017 that his or her name be included in the list of shareholders before the Meeting in order to be entitled to vote these Common Shares at the Meeting.

Who counts the votes?

The Corporation's transfer agent, CST, counts and tabulates the proxies. This is done independently of the Corporation to preserve the confidentiality of individual shareholder votes. Proxies are referred to the Corporation only in cases where a shareholder clearly intends to communicate with management or when it is necessary to do so to meet the requirements of applicable law.

If I need to contact the transfer agent, how do I reach them?

For general shareholder enquiries, you can contact the transfer agent by mail at:

CST Trust Company
320 Bay Street, B1 Level,
Toronto, Ontario, M5H 4A6

or by telephone: or by fax:
1-800-387-0825 1-866-781-3111

If my Common Shares are not registered in my name but are held in the name of a nominee (a bank, trust company, securities broker, trustee or other), how do I vote my Common Shares?

There are two ways you can vote your Common Shares held by your nominee. As required by Canadian securities legislation, you will have received from your nominee either a request for voting instructions or a form of proxy for the number of Common Shares you hold. For your Common Shares to be voted for you, please follow the voting instructions provided by your nominee. Since the Corporation has limited access to the names of its non-registered shareholders, if you attend the Meeting, the Corporation may have no record of your shareholdings or of your entitlement to vote unless your nominee has appointed you as proxyholder. Therefore, if you wish to vote in person at the Meeting, insert your own name in the space provided on the request for voting instructions or form of proxy and return same by following the instructions provided. Do not otherwise complete the form as your vote will be taken at the Meeting. Please register with the transfer agent, CST, upon arrival at the Meeting.

AGENDA FOR SHAREHOLDERS'S MEETING

1. ELECTION OF DIRECTORS

The board of directors currently has four members. The term of office of each of the current directors will end at the conclusion of the Meeting. Each director elected will hold office until the conclusion of the next annual meeting of the Corporation at which a director is elected, unless the director's office is earlier vacated in accordance with the Articles of the Corporation or the provisions of the *Canada Business Corporations Act*.

It is the intention of the management, if named as proxyholder, to vote in favour of the election of the following nominees to the board of directors unless the shareholder has specified in his proxy that his Common Shares are to be withheld from voting on the election of directors. Management does not contemplate that any of such nominees will be unable to serve as a director. However, the proxy does not confer authority to vote for the election of any person as a director of the Corporation unless a proposed nominee for that election is named in the Management Proxy Circular. The proposal requires the approval of a majority of the votes cast at the Meeting.

Each of the proposed nominees for election by you has been appointed by management of the Corporation. The following table sets out each nominee's province of residence and principal occupation, business or employment, the period of time during which each has been a director of the Corporation and the number of shares of the Corporation beneficially owned by each, directly or indirectly, or over which each exercised control or direction, as at June 27, 2017.

Name, Position and Province of Residence	Occupation, Business or Employment	Director Since	Number and Percentage of Common Shares Beneficially Owned or Controlled
John Cumming ⁽¹⁾ President and Chief Executive Officer Vancouver, BC	Lawyer	2017	2,000,000 (3.49 %)
Maurice Giroux Chief Operating Officer Quebec, Quebec	Geologist	2009	3,191,895 ⁽²⁾⁽³⁾ (5.56 %)
John Ryan ⁽¹⁾ Director Simcoe, Ontario	President and CEO Spruce Ridge Resources Ltd. Professional accountant	2009	554,859 ⁽⁴⁾⁽⁵⁾ (0.97 %)
Jean François Lalonde ⁽¹⁾ Director Montreal, Québec	International Relations Advisor Director of Corporation Rutel Networks	2011	752,500 ⁽⁶⁾ (1.31 %)

Notes:

- (1) Member of the audit committee.
- (2) Includes 1,657,365 common shares held by 2429-7327 Quebec Inc, 13,500 common shares held by Maurice Giroux RRSP and 12,000 common shares held by MGWA International.
- (3) Does not include 100,000 common shares subject to warrants and 250,000 common shares subject to options.
- (4) Includes 34,280 common shares held by Year 2000 investment club.
- (5) Does not include 150,000 common shares subject to options.
- (6) Does not include 500,000 common shares subject to warrants and 350,000 common shares subject to options.

Each candidate himself provided information on common shares over which he exercises control or direction. On June 27, 2017 the directors and officers as a group, beneficially own, directly, 7,001,754 common shares, representing 12.2 % of common shares currently issued and outstanding, excluding 5,700,000 common shares subject to warrants and options.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

To the knowledge of the Corporation no proposed director of the Corporation is, or has been within 10 years before the date of this management proxy circular, a director, chief executive officer or chief financial officer of any company (including the Corporation) that:

- i) was subject to a cease trade order or similar order to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days; or
- ii) was subject to an order issued after a proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer; or
- iii) while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

To the knowledge of the Corporation, no proposed director of the Corporation has, within the 10 years before the date of this management proxy circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Furthermore, to the knowledge of the Corporation, no proposed director of the Corporation has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority, or has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable shareholder in deciding whether to vote for a proposed director.

2. APPOINTMENT OF AUDITORS

Shareholders are asked to vote for the appointment of Raymond Chabot Grant Thornton LLP, Chartered Accountants, as auditors of the Corporation until the next annual meeting, and to authorize the directors to fix their remuneration. The proposal requires the approval of a majority of the votes cast at the Meeting.

Unless authority to vote in respect thereof is withheld, the nominees named in the accompanying form of proxy will vote FOR the appointment of Raymond Chabot Grant Thornton LLP, Chartered Accountants, as auditors of the Corporation and the authorization to the board of directors to fix their remuneration.

3. ADOPTION OF A NEW STOCK OPTION PLAN OF THE CORPORATION

During the Meeting, the shareholders of the Corporation will be invited to consider and, if deemed advisable, adopt, with or without amendment, a resolution, the text of which is set out in Schedule "II" of the Circular, concerning the adoption of the New Plan.

Under the New Plan, a maximum of 10% of the issued common shares of the Corporation being outstanding from time to time will be reserved for the grant of stock options. On this basis, the New Plan will operate as a "rolling plan", as defined under the policies of the TSX Venture Exchange (the "Exchange"), which shall be approved on an annual basis by the shareholders of the Corporation. The text of the New Plan is attached as Schedule "III" of the Circular.

As at the date of the Circular, a total of 2,150,000 common shares (the "Reserved Shares") are reserved for issuance under the Corporation's current stock option plan (the "Current Plan"). Subject to the approval of the New Plan by the shareholders of the Corporation at the Meeting and by the Exchange, the 2,150,000 stock options which have been granted under the Current Plan will be replaced with/continued into 2,150,000 stock options under the New Plan.

For informative purposes, as of the date of the Circular, 5,737,405 common shares, including the Reserved Shares, represent 10% of the outstanding common shares of the capital of the Corporation.

The Board believes that the adoption of the New Plan is in the interest of the Corporation and its shareholders for and, accordingly, recommends that shareholders vote for the adoption of the resolution, the text of which is set out in Schedule "II" of the Circular. To be validly adopted, such resolution must be adopted by a simple majority of the votes cast by the shareholders present or represented by proxyholder at the Meeting.

Unless the shareholders provide instruction to the contrary or in the absence of specific instruction in this respect, the persons named as proxyholders in the enclosed proxy form intend to vote FOR the adoption of the resolution, the text of which is set out in Schedule "II" of the Circular.

4. OTHER MATTERS

Management is not aware of any other matters which it anticipates will come before the Meeting as of the date of mailing of this Management Proxy Circular.

EXECUTIVE COMPENSATION

Compensation Discussion and analysis

Compensation Philosophy and Objectives

The Corporation is a mining exploration corporation which currently does not have positive earnings. The board of directors meets to discuss and determine management compensation without reference to formal criteria. The general objective of the Corporation's compensation is to: (i) compensate management in a manner that encourages and rewards a high level of performance and outstanding results with a view to increasing long-term shareholder value; (ii) align management's interests with the long-term interests of shareholders; (iii) provide a compensation package that is commensurate with other junior mining exploration companies in order to enable the Corporation to attract and retain talent; and (iv) ensure that the total compensation package is designed in a manner that takes into account the constraints under which the Corporation operates and taking into account that it is a junior mining exploration corporation without a history of earnings.

Elements of Remuneration of the Named Executive Officers

The compensation paid to Named Executive Officers (as defined herein) is comprised of two main components: base salary and long-term incentives in the form of stock options granted pursuant to the Corporation's stock option plan (the "**Stock Option Plan**"). The Corporation places equal emphasis on base salary and stock options as short-term and long-term incentives, respectively.

Base Salary

The Corporation believes that base salaries provide an immediate cash incentive to management and should be at levels competitive with peer companies that compete with the Corporation for business opportunities and executive talent.

The Named Executive Officers receive a base salary which is based primarily on the level of responsibility of the position, the qualifications and experience of the officer and market conditions. The base salary may be paid to the Named Executive Officers in the form of a consulting fee.

The base salaries of the Named Executive Officers are reviewed annually to ensure that they take into account the following factors: market and economic conditions, levels of responsibility and accountability of each Named Executive Officer, skill and competencies of each individual, retention considerations, and level of demonstrated performance.

Long-Term Incentive Plans

Stock options ensure that the Named Executive Officers are motivated to achieve long-term growth of the Corporation and increases in shareholder value, and provide capital accumulation linked directly to the Corporation's performance.

The Corporation established the Stock Option Plan pursuant to which options may be granted in favour of directors, officers, employees and consultants providing ongoing services to the Corporation. The exercise price, terms and conditions of the options are established by the board of directors, subject to the rules of the regulatory authorities having jurisdiction over the securities of the Corporation. The exercise price at the time of the grant of the options shall not be less than the discounted market price of

the common shares listed on the TSX Venture Exchange on the day prior to their grant. The options granted may be exercised during a period not exceeding five years. The options are non transferable.

Summary Compensation Table

The following table sets forth information concerning the compensation paid to the Corporation's President and Chief Executive Officer, Chief Financial Officer and named executive officers (the "**Named Executive Officers**") as required to be disclosed in accordance with applicable securities regulations during the Corporation's financial years ended July 31, 2015 and July 31, 2016:

"**Named Executive Officers**" or "**NEOs**" means the following individuals:

- (a) each CEO;
- (b) each CFO;
- (c) each of the Corporation's three most highly compensated executive officers, other than the CEO and CFO, who were serving as executive officers at the end of the most recently completed financial year and whose total salary and bonus exceeds \$ 150,000; and
- (d) any additional individuals for whom disclosure would have been provided under (c) except that the individual was not serving as an officer of the Corporation at the end of the most recently completed financial year-end.

Such information includes the following: the salary earned, any other compensation, including the specific benefits and other personal benefits, the options granted under the Stock Option Plan of the Corporation and any other compensation which is not disclosed elsewhere.

As at July 31, 2015 and July 31, 2016, the end of the most recently completed financial year of the Corporation, the Corporation had two Named Executive Officers, whose names and positions held within the Corporation are set out in the summary compensation table below.

Table of Compensation Excluding Compensation Securities							
Name and Position	Year	Salary, Consulting Fee, Retainer or Commission (\$)	Bonus (\$)	Committee or Meeting Fees (\$)	Value of Perquisites (\$)	Value of (\$)	Rémunération totale (\$)
Maurice Giroux, Chief Operating Officer ⁽¹⁾	2015	94,034	n/a	n/a	n/a	n/a	94,034
	2016	69,147	n/a	n/a	n/a	n/a	69,147
Martin Nicoletti, Chief Financial Officer ⁽²⁾	2015	60,000	n/a	n/a	n/a	n/a	60,000
	2016	40,000	n/a	n/a	n/a	n/a	40,000
John Ryan, Director ⁽³⁾	2015	5,000	n/a	n/a	n/a	n/a	5,000
	2016	n/a	n/a	n/a	n/a	n/a	n/a
Jean-François Lalonde ⁽⁴⁾	2015	n/a	n/a	n/a	n/a	n/a	n/a
	2016	n/a	n/a	n/a	n/a	n/a	n/a
Raymond Cloutier ⁽⁵⁾	2015	16,670	n/a	n/a	n/a	n/a	16,670
	2016	n/a	n/a	n/a	n/a	n/a	n/a

Notes:

- (1) Mr. Giroux, who is also a director of the Corporation, is not being compensated for the services delivered as such. Compensation for Mr. Giroux's services as President and Chief Executive Officer is paid to 2429-7327 Quebec Inc., a corporation controlled by Mr. Giroux.
- (2) Compensation for Mr. Nicoletti's services as Chief Financial Officer is paid to Corporation Financière SKTM Ltée, a corporation controlled by Mr. Nicoletti.
- (3) Mr. Ryan is director of the Corporation since December 2009.
- (4) Mr. Lalonde is director of the Corporation since January 2011.
- (5) Mr. Cloutier is director of the Corporation. Compensation for Mr. Cloutier's services as secretary is paid to 9299-9622 Quebec Inc., a corporation controlled by Mr. Cloutier. Mr. Cloutier resigned on January 18, 2017.

1.2 SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

Equity Compensation Plan Information			
Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c)
Equity Compensation Plans Approved by Securityholders	725,000	\$ 0.26	1,880,162 ⁽¹⁾
Equity Compensation Plans not Approved by Securityholders	nil	nil	nil
Total	725,000	\$ 0.26	1,880,162⁽¹⁾

Note:

- (1) Number as of July 31, 2016. Therefore, this number will vary since the Plan provides that the Corporation may grant stock options to purchase a maximum number of the Corporation's common shares corresponding to 10% of the issued and outstanding common shares of the Corporation on a non-diluted basis.

AUDIT COMMITTEE INFORMATION

Audit Committee Charter

The Audit Committee has a formal charter, the text of which is attached to this Management Proxy Circular as Schedule "I". The Audit Committee Charter sets out the mandate and responsibilities of the Audit Committee that the board revised after careful consideration of *Regulation Instrument 52-110 Audit Committees* ("**Regulation 52-110**").

Composition of Audit Committee

Name	Independent	Financially Literate
John Ryan	Yes	Yes
Jean-François Lalonde	Yes	Yes
John Cumming	No	Yes

The Audit Committee is comprised of three directors, one of which are independent under Regulation 52-110. All the members of the Committee are "financially literate" and have the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity that can reasonably be expected to be raised by the Corporation's financial statements.

Relevant Education and Experience

The education and experience of each Audit Committee member that is relevant to the performance of his responsibilities are as follows:

John A. Ryan, CGA with 40 years of corporate and financial management experience has been the President of Niche Enterprises Ltd., a financial consulting company. In December 2000, Mr Ryan became President, CEO and Director of Spruce Ridge Resources Ltd., a mineral exploration company that trades on the TSX Venture Exchange. Mr Ryan is also CFO and Director of Metalore Resources Limited and Sokaman Iron Corp. (TSX-V) and director of other public companies listed on the TSX Venture exchange.

Jean François Lalonde an engineer by profession, Mr. Lalonde has acquired more than 25 years of experience on the international scene working for major engineering multinationals such as SNC-Lavalin and Bouygues Travaux Publics, a French organization where he currently acts as International Relations Consultant. He has particular knowledge of markets in the Middle East, United States, Canada and Africa, where he has notably participated in large-scale energy, motorway and other infrastructure development projects. Mr. Lalonde serves on the Board of Directors of other public companies listed on the TSX Venture Exchange.

John. Cumming, a corporate, securities and mining lawyer and businessman, has been active in the Canadian securities markets and resource exploration sector for 40 years. Mr. Cumming was the senior securities and mining law partner at the Vancouver law firm Boughton Peterson until 1992. Mr. Cumming was a founding shareholder of St. Philips Resources Inc. which, in joint venture with the Hunter Dickinson Group, found the Kemess Gold Copper Mine. Both joint venture companies were sold in 1996 in a \$200 million take-over bid. The Kemess Mine became the principal asset of Northgate Minerals Corporation.

Audit Committee Oversight

At no time since the commencement of the Corporation's most recently completed financial year have any recommendations by the Audit Committee respecting the appointment and/or compensation of the Corporation's external auditors not been adopted by the board.

Reliance on Certain Exemptions

At no time since the commencement of the Corporation's most recently completed financial year has the Corporation relied on exemptions in relation to "De Minimus Non-Audit Services" or any exemption provided by Part 8 of Regulation 52-110.

The Corporation relies upon the exemption in section 6.1 of Regulation 52-110 since not all members of the Audit Committee are independent.

Pre-Approval Policies and Procedures

The audit committee has not adopted specific policies and procedures for the engagement of non-audit services. Subject to the requirements of Regulation 52-110, the engagement of non-audit services is considered by the Corporation's board, and where applicable by the audit committee, on a case-by-case basis.

External Auditor Service Fees

The fees charged to the Corporation by its external auditor in each of the last two financial years are as follows:

	2016 Fiscal Year	2015 Fiscal Year
Audit Fees ⁽¹⁾	\$ 23,500	\$ 25,000
Audit-Related Fees ⁽²⁾	-	-
Tax Fees ⁽³⁾	-	-
Other ⁽⁴⁾	-	-
Total	\$ 23,500	\$ 25,000

Notes:

- (1) Audit fees are fees billed by the Corporation's external auditor for services provided in auditing the Corporation's annual financial statements for the subject year.
- (2) Audit-related fees are fees not included in the audit fees that are billed by the auditor for assistance and related services that are reasonably related to the performance of the audit review of the Corporation's financial statements.
- (3) Tax fees include fees billed by the auditor for professional services rendered for tax compliance, tax advice and tax planning.
- (4) Other fees are fees billed by the auditor for products and services not included in the foregoing categories.

CORPORATE GOVERNANCE DISCLOSURE

The board of the Corporation considers good corporate governance to be essential to the effective operations of the Corporation and to ensure that the Corporation is managed so as to enhance shareholder value. The board is responsible for ensuring that the Corporation addresses all relevant corporate governance issues in compliance with the corporate governance guidelines set forth in *Regulation 58-201 respecting Disclosure of Corporate Governance Practices* ("**Regulation 58-201**").

The board has carefully considered the Corporate Governance Guidelines set forth in Regulation 58-201. A description of the Corporation's corporate governance practices is set out below in response to the requirements of Regulation 58-101.

Board of Directors

The board is responsible for overseeing the management of the Corporation and currently comprises 4 members, of whom three are independent and one is not independent.

The following directors are "independent" pursuant to Regulation 58-201 as they qualify as "independent" directors, as such term is defined in Regulation 52-110 *respecting Audit Committees*: John Ryan and Jean-François Lalonde. The following director is not independent: John Cumming.

John Cumming, as President and Chief Executive Officer of the Corporation, is not independent by virtue of being member of senior management.

Directorships

The following directors of the Corporation are presently directors of other reporting issuers, as follows:

Name of Director	Name of Other Reporting Issuer	Position With Other Reporting Issuer
John Ryan	Spruce Ridge Resources Ltd.	Director and officer
	Sokaman Iron Corp.	Director and officer
	Metalore Resources Ltd.	Director and officer
	DXStorm.Com Inc.	Director
	Nurcapital Corporation Ltd.	Director
Jean-François Lalonde	Corporation Rutel Networks Corp.	Officer
	Atlantic Industrial Minerals Inc.	Director and officer
	Granite Creek Gold Ltd.	Director
John Cumming	Elcora Advanced Materials Corp.	Director and officer
	Chatworth Resources Inc.	Director and officer
	Molori Energy Inc.	Director
	Merrex Gold Inc.	Director and officer
	Sniper Resources Ltd.	Director and officer

Board Mandate

The board is responsible for the overall stewardship of the Corporation, planning, directing, identification of principal risks, and controlling issues which are pivotal to determining corporate strategy and direction. The board considers management development programs, strategic business developments such as significant acquisitions, and financing proposals including the issuance of shares and other securities, as well as those matters requiring board approval by law. However, the board is not involved in the day to day operations of the Corporation. Such operations are conducted by the Corporation's management, more specifically the President.

Position Descriptions

To date the Corporation has not developed position descriptions for the board or the Chief Executive Officer/President ("CEO"). The board currently sets the Corporation's annual objectives which become the objectives against which the CEO's performance is measured. The Corporation does not presently have a Chairman of the board.

Orientation and Continuing Education

The Corporation does not currently have any formal orientation or continuing education programs for new directors. Orientation and education of new directors is carried out through an informal process. New board members are provided with access to recent, publicly filed documents of the Corporation, technical reports and internal financial information. The Corporation also provides technical presentations and/or information to new directors where necessary to ensure that they possess or have access to the technical skills and knowledge necessary for them to meet their obligation as directors.

Board members are encouraged to communicate with management, auditors and technical consultants to keep themselves current with industry trends and developments and changes in legislation with management's assistance, to attend related industry seminars and conventions and to visit the Corporation's operations. Board members have full access to the Corporation's records.

Ethical Business Conduct

The Corporation does not currently have a formal code of business conduct or policy in place for its directors, officers, employees and consultants. The board believes that the Corporation's size facilitates informal review of and discussions with employees and consultants to promote ethical business conduct.

The board of directors itself must comply with the conflict of interest provisions of the *Canada Business Corporations Act*, as well as the relevant securities regulatory instruments, in order to ensure that directors exercise independent judgment in considering transaction and agreements in respect of which a director or executive officer has a material interest.

Nomination of Directors

Currently the entire board performs the functions of a nominating committee of the Corporation with the responsibility for the recruitment and appointment of directors.

The board considers the advice and input from all directors regarding, inter alia, the appropriate size of board, the necessary qualifications and skills of the board as a whole and of each director individually, and the recommendation of new individuals willing to serve as directors who offer experience and expertise in an area of strategic interest to the Corporation as well as the ability to devote the time required.

Compensation

Given its relatively small size the entire board currently performs the functions of a Compensation Committee of the Corporation with the responsibility for reviewing the adequacy and form of compensation of directors and officers having regard to, among other things, the remuneration paid by other reporting issuers that the board feels are similarly placed within the same business of the Corporation.

Other Board Committees

The current operations of the Corporation do not support a large board and the board has determined that the current composition of the board is appropriate for the Corporation's current stage of development. Given its relatively small size the entire board takes responsibility for the overall stewardship of the Corporation and accordingly, other than the Audit Committee, the Corporation does not have any other board committees.

Assessments

The board of the Corporation has not established any formal procedures for assessing the performance of the board or its committees and members. Generally, those responsibilities have been carried out on an informal basis by the board itself. Furthermore, it is the view of the board that, in light of its small size and the close and open relationship among its members, the formality of a committee would not be as effective as the current arrangement and is unnecessary.

ADDITIONAL INFORMATION

Additional Information concerning the Corporation is available on SEDAR at www.sedar.com. Financial information concerning the Corporation is provided in the Corporation's comparative audited financial statements and management's discussion and analysis for the financial years ended July 31, 2015 and July 31, 2016.

Shareholders wishing to obtain a copy of the Corporation's financial statements and management's discussion and analysis may contact the Corporation as follows:

Stellar AfricaGold Inc.
410 St-Nicolas, suite 236
Montreal, Quebec, H2Y 2P5
Telephone (514) 866-6299
Fax: (514) 866-8096
E-mail: mgiroux.stellar@gmail.com

BOARD APPROVAL

The content and sending of this Management Proxy Circular has been approved by the Corporation's board of directors.

Montreal, Quebec, June 28, 2017

(s) John Cumming

John Cumming, President and
Chief Executive Officer

SCCHEDULE "I"

STELLAR AFRICAGOLD INC. (the "Corporation")

AUDIT COMMITTEE CHARTER

Constitution, Composition and Quorum

The Board of Directors of the Company has appointed an audit committee comprised of a minimum number of three directors, all of whom should be financially literate in accordance with the applicable laws, by-laws and policies with respect to securities including *Regulation 52-110-Audit Committee*. The majority of the members of the audit committee must be independent directors. Each member of the audit committee must, amongst other things, be able to read and understand financial statements. The majority of the members must be Canadian residents. A majority of the members of the committee constitute quorum. The audit committee has the authority to appoint a chairman and a vice chairman.

Powers and Authority

In the performance of its mandate, the committee has the right to examine the books, registers and accounts of the Company and its subsidiaries and to discuss such matters as well as any question concerning the financial situation of the Company or its subsidiaries with the officers and with the auditors of the Company and its subsidiaries.

The external auditor reports directly to the audit committee, and the committee has the power to communicate directly with the external auditor. The external auditor is present at all of the meetings of the committee where reports or financial statements that it has prepared or where public communications based upon these reports or financial statements are examined or approved by the committee. The external auditor can also be invited to other meetings. The chairman of the committee must convene a meeting of the audit committee if requested to do so by the external auditor. The audit committee meets privately with the external auditor, without management being present, at least once per year during the presentation of the annual financial statements and at any time upon request.

The committee has the right to require any employee of the Company to discuss any question concerning the Company's financial reporting and may and shall investigate any complaint or concern raised with regard to accounting, internal accounting controls or the audit.

If the audit committee deems it appropriate, it can retain legal counsel or other independent counsels to assist it in fulfilling its duties and responsibilities, and it has the power and authority to approve and ensure the payment of their fees and disbursements.

Delegation

The audit committee cannot delegate to management any of the responsibilities that are part of its mandate. However, the committee may delegate to one or more of its independent members the authority to pre-approve non-audit services, provided that the pre-approval is presented to the audit committee at its first scheduled meeting following such a pre-approval and all of the conditions of *Regulation 52-110 - Audit Committee* and of the pre-approved audit committee approval policies are met.

Reports

The audit committee must report to the directors on or about its work, activities and decisions at the meeting of the Board of Directors following the meeting of the audit committee, providing information on all topics discussed, decisions taken, means used to study and examine the reports, statements and documents submitted, as well as the level of satisfaction of the members of the committee therewith, unresolved issues, disagreements and decisions taken.

Compensation

The Board of Directors determines the compensation to be received by the members of the audit committee for their services.

Audit Committee Mandate and Duties

1. The audit committee must recommend to the Board of Directors:
 - i) the external auditor to be appointed for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company; and
 - ii) the remuneration of the external auditor.
2. The audit committee must be directly responsible for overseeing the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company, including the resolution of disagreements between management and the external auditor regarding financial reporting.
3. The audit committee must pre-approve all non-audit services to be provided to the Company or its subsidiaries by the Company's external auditor.
4. The audit committee must review the Company's financial statements, management discussion and analysis and annual and interim earnings press releases before the Company publicly discloses this information.
5. The audit committee must be satisfied that adequate procedures are in place for the review of the Company's public disclosure of financial information extracted or derived from the Company's financial statements, other than the public disclosure referred to in subsection 4, and must periodically assess the adequacy of those procedures.
6. The audit committee must establish procedures for:
 - i) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters; and
 - ii) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.
7. The audit committee must review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Company.

SCHEDULE "II"

**RESOLUTION CONCERNING THE ADOPTION OF A NEW STOCK OPTION PLAN
OF THE CORPORATION**

IT IS RESOLVED:

TO APPROVE the new stock option plan of the Corporation, the next of which is attached as Schedule "III" of the Management Proxy Circular dated June 27, 2017 for the purposes of the Annual General and Special Meeting of shareholders of the Corporation to be held on July 27, 2017, and

THAT any director or officer of the Corporation be, and is hereby authorized, for and on behalf of the Corporation, to execute and deliver all documents and instruments and to do all such other acts or things as such director or officer may determine to be necessary or advisable to implement this resolution, such determination to be conclusively evidenced by the execution and delivery of such documents or instruments and the taking of any such actions.

SCHEDULE “III”

STELLAR AFRICAGOLD INC. 2017 STOCK OPTION PLAN

(the “Corporation”)

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**STELLAR AFRICAGOLD INC. 2017
STOCK OPTION PLAN**

The purpose of the Plan, considered as a rolling stock option plan pursuant to the policies of the Exchange, is to provide the Corporation with a share-based mechanism to attract, motivate and retain Eligible Participants whose skills, performance and loyalty to the Corporation or any of its subsidiaries, as the case may be, are necessary to its success, image, reputation or activities.

SECTION 1 DEFINITIONS

For the purposes of the Plan, capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in Schedule A attached hereto.

SECTION 2 SHARES RESERVED FOR ISSUANCE

- 1) A maximum of 10% of the issued Shares in the capital of the Corporation being outstanding from time to time is reserved for the grant of Stock Options pursuant to the Plan.
- 2) Subject to subsections 2(3) and 2(4) hereof, no Stock Option may be granted to an Eligible Participant (and to any companies that are wholly owned by that person) if the Shares reserved for issuance with respect to such grant and the Stock Options already granted exceed in a 12 month period 5% of all the issued and outstanding Shares, calculated at the Date of Grant of such Stock Options unless the Corporation has obtained the requisite disinterested shareholder approval in accordance with the policies of the Exchange.
- 3) The number of Stock Options to be granted to any Consultant in a 12-month period must not exceed 2% of all the issued and outstanding Shares of the Corporation, calculated at the Date of Grant of such Stock Options to such Consultant.
- 4) The number of Stock Options to be granted to all persons employed to perform investor relations activities in a 12-month period must not exceed 2% of all the issued and outstanding Shares of the Corporation, calculated at the Date of Grant of such Stock Options. Stock Options granted to Consultants performing investor relations activities must vest in stages over 12 months with no more than $\frac{1}{4}$ of the Stock Options vesting in any three-month period.

SECTION 3 GRANT OF STOCK OPTIONS

- 1) The Board of Directors may, in its sole discretion, determine to which Eligible Participants Stock Options will be granted and the number of Shares reserved for issuance pursuant to the Stock Options. The Board of Directors shall grant Stock Options in accordance with such determination. The grant of Stock Options to an Eligible Participant at any time shall not entitle such Eligible Participant to receive subsequent Stock Options.
- 2) The Plan does not provide any guarantee against any loss or with respect to any profit which may result from fluctuations in the price of the Shares.

- 3) Subject to its withholding obligations under the various taxation Laws, the Corporation does not assume responsibility for the income tax or other tax consequences for the Optionholders in connection with the Plan and Optionholders are advised to consult with their own tax advisers with respect to such matters.
- 4) Following the approval by the Board of Directors of the grant of Stock Options to an Eligible Participant, the Secretary of the Corporation, or any other person designated by the Board of Directors, shall forward to the Eligible Participant a Notice of Grant setting out the Date of Grant, the number of Stock Options, the Exercise Price, the Vesting Dates, as the case may be, the Expiry Date and any additional terms of the grant, substantially in the form attached hereto as Schedule B, a copy of the Plan and any other relevant documentation required by law.
- 5) In the event of an inconsistency between the terms of the Plan and the Notice of Grant, the Notice of Grant shall prevail provided that the terms of the Notice of Grant do not conflict with the rules of any Exchange upon which the Shares of the Corporation are listed. In the event of such discrepancy, the approval of the Exchange shall be obtained prior to the implementation of any of the conflicting provisions.
- 6) No Optionholder, nor his legal representatives, nor his legatees will be, or will be deemed to be, a shareholder of the Corporation with respect to the Shares underlying his Stock Options, unless and until certificates for such Shares are issued to him, as the case may be, upon the due exercise of its Stock Options in accordance with the terms of the Plan.
- 7) When the Corporation grants Stock Options to an Employee or a Consultant it must represent that the Optionholder is a bona fide Employee or Consultant, as the case may be.

SECTION 4 TERMS AND CONDITIONS OF STOCK OPTIONS

1) Number of Shares – Expiration or Termination of Stock Options

Stock Options shall not be granted under the Plan for a number of Shares in excess of the maximum number of Shares reserved for issuance under the Plan, provided that if any Stock Option expires or terminates without having been exercised in full, the number of Shares reserved for issuance pursuant to Stock Options expired or terminated shall again be available for issuance under the Plan.

2) Expiry and Vesting

- a) Subject to paragraph 4(2)(b) and subsection 4(3) hereof, the Expiry Date of a Stock Option shall be the 10th anniversary of the Date of Grant unless a shorter period of time is otherwise set by the Board of Directors and set forth in the Notice of Grant at the time the particular Stock Option is granted.
- b) The Expiry Date of any Stock Options that expires during a blackout period or within 10 days following the end of such period, as set forth under the Corporation's internal policies, as amended from time to time, will be extended for a period of ten Business Days following the end of such blackout period.
- c) The Vesting Dates of the Stock Options shall correspond to the vesting periods determined by the Board of Directors at the time of grant of such Stock Options, as

set out in the Notice of Grant relating thereto, subject to the accelerated vesting provisions set forth in subsection 5(1) hereof as well as the provisions relating to amendments set forth in subsection 8(4) hereof.

d) An Optionholder may only exercise its Stock Options that are fully vested.

3) Expiry Date

Any Stock Option or part thereof not exercised prior to the Expiry Date shall terminate and become null, void and of no effect. Notwithstanding the foregoing and subsection 4(2) hereof, the Expiry Date of a Stock Option shall be determined as follows:

- a) **Death** - The Expiry Date of a Stock Option held by an Optionholder that became vested prior to his or her death shall be the earlier of:
- (i) the Expiry Date shown on the relevant Notice of Grant; or
 - (ii) one year following the Optionholder's death.
- b) **Termination of investor relations activities** - Should a person employed to perform investor relations activities cease to be an Eligible Participant for any reason other than death (such as by reason of disability, resignation, dismissal or termination of contract), then the Expiry Date of its Stock Option vested at the latest on the date such person ceases to be an Eligible Participant (the "**Date of Termination of Investor Relations Activities**"), shall be the earlier of:
- (i) the Expiry Date shown on the relevant Notice of Grant; or
 - (ii) 30 days from the Date of Termination of Investor Relations Activities.
- c) **Termination** – Should a person cease to be an Eligible Participant for any reason other than death or the termination of investor relations activities (such as by reason of disability, resignation, dismissal or termination of contract), then the Expiry Date of its Stock Option vested at the latest on the date such person ceases to be an Eligible Participant (the "**Termination Date**"), shall be the earlier of:
- (i) the Expiry Date shown on the relevant Notice of Grant; or
 - (ii) one year from the Termination Date.
- d) **Termination Date or Date of Termination of Investor Relation Activities** – For the Purpose of the Plan, unless otherwise determined by the Board of Directors, an Eligible Participant's employment or engagement with the Corporation or a subsidiary thereof shall be considered to have ceased, effective the last day of the Eligible Participant's actual and active employment or services with the Corporation or subsidiary, whether such day is selected by agreement with the Eligible Participant, unilaterally by the Corporation or subsidiary and whether with or without prior notice to the Eligible Participant. No period of notice nor payment in lieu of such notice that ought to have been given under applicable Laws in respect of termination of employment or other engagement will be considered in determining entitlement under the Plan.
- e) **Discretion of the Board of Directors** - Notwithstanding paragraphs 4(3)(a), (b), (c) and (d) above, but subject to subsection 4(2) hereof, and subject to all Laws and to the approval of the Exchange, the Board of Directors may, by notifying an

Optionholder or its legal representative, in its sole discretion, extend the Expiry Date of any Stock Options in whole or in part.

4) Expiry of Non - Vested Stock Options

Subject to the discretionary power of the Board of Directors, outstanding Stock Options that are not vested as of the date the Optionholder ceases to be an Eligible Person for any reason such as disability, resignation, dismissal or termination of contract, shall terminate on such date, cannot be vested and become null, void and of no effect.

5) Termination for Cause

Notwithstanding anything to the contrary in this Section 4, if an Eligible Participant who is an Employee or Consultant of the Corporation, or any of its subsidiaries, is terminated for cause (serious reason, as referenced in Article 2094 of the Civil Code of Québec), all Stock Options held by such Eligible Participant shall immediately terminate and become null, void and of no effect on the date on which the Corporation, or any of its subsidiaries, gives a notice of termination for cause to such Eligible Participant.

6) Exercise Price

The Board of Directors, in its sole discretion, determines the Exercise Price of the Shares underlying the Stock Options, which Exercise Price shall not be lower than \$0.05 per Share in accordance with the policies of the Exchange. Subject to subparagraph 3.6(d) of Policy 4.4 of the Exchange Corporate Finance Manual respecting options granted within 90 days of a distribution by a prospectus, the Exercise Price is established based on the market price of the Shares at the closing of the Exchange on the exchange day immediately preceding the Date of Grant, provided that if the Stock Options were granted to an officer, a Director or a person employed to perform investor relations activities, a news release was issued to fix the price, or if no Shares were negotiated on this day, the arithmetic average of the last bid and ask prices of the Shares on the Exchange (the “**Exercise Price**”).

7) Assignment and Transfer of Stock Options

Stock Options (and any rights thereunder) shall be non-assignable and non-transferable unless by legacy or inheritance. Stock Options may be exercised only by the Optionholder’s legal representative within the first year following the Optionholder’s death.

8) Adjustments

If prior to the complete exercise of any Stock Option, a stock dividend is paid on the Shares or if the Shares are consolidated, subdivided, converted, exchanged or reclassified or in any way substituted for by securities or assets of the Corporation or of any other corporation (collectively, the “**Event**”), a Stock Option, to the extent that it has not been completely exercised, shall entitle the Optionholder, upon the exercise of the Stock Option in accordance with the terms thereof, to such number and kind of shares or other securities or property to which such Optionholder would have been entitled as a result of the Event had such Optionholder actually exercised the unexercised portion of the Stock Options immediately prior to the occurrence of the Event and the Exercise Price shall be adjusted accordingly as if the originally optioned Shares of the Corporation were being purchased hereunder. No fractional Shares or other security shall be issued upon the exercise of any Stock Option and accordingly, if as a result of the Event, an Optionholder would become entitled to a fractional Share or other security, such Optionholder shall have the right to purchase only the next lowest whole number of Shares or other security and no payment or

other adjustment will be made with respect to the fractional interest so disregarded. Upon the occurrence of the Event, the maximum number of Shares reserved for issuance under the Plan shall be appropriately adjusted.

SECTION 5 CHANGE OF CONTROL

1) Accelerated of Vesting or Expiration – Change of Control

Upon the announcement of any event considered as a Change of Control, the Corporation shall have the discretion, without the need to obtain the consent of the Optionholders, to accelerate the Vesting Dates and/or the Expiry Dates of all outstanding Stock Options. The Corporation may accelerate one or more Optionholder's Vesting Dates and/or Expiry Dates without accelerating Vesting Date and/or Expiry Dates of all outstanding Stock Options and may accelerate the Vesting Dates and/or Expiry Dates of only a portion of an Optionholder's Stock Options. The Corporation shall promptly notify each Optionholder of any acceleration of the Vesting Dates and/or Expiry Dates.

2) Mergers and Consolidations

In the event the Corporation is a consenting party to a Change of Control, outstanding Stock Options shall be subject to the agreement affecting such Change of Control and Optionholders shall be bound by such agreement. Such agreement, without the Optionholders' consent, may provide for:

- (i) the continuation of such outstanding Stock Options by the Corporation (if the Corporation is the surviving or acquiring corporation);
- (ii) the assumption of the Plan and such outstanding Stock Options by the surviving or acquiring corporation or its parent; or
- (iii) the substitution or replacement by the acquiring or surviving corporation or its parent of options with substantially the same terms for such outstanding Stock Options.

SECTION 6 EXERCISE OF STOCK OPTIONS

1) Exercise of Stock Options

Stock Options may be exercised only by the Optionholder or by his legal representative. Stock Options may be exercised in whole or in part in respect of a whole number of Shares at any time or from time to time prior to the Expiry Date by delivering to the Corporation an Exercise Notice substantially in the form attached hereto as Schedule C and a certified cheque or a bank draft payable to the Corporation in an amount equal to the aggregate Exercise Price of the Shares to be purchased pursuant to the exercise of the Stock Options.

2) Issue of Shares

As soon as practicable following the receipt of the Exercise Notice, the Corporation shall deliver to the Optionholder a certificate representing the Shares so purchased.

3) Conditions on Issue

The issue of Shares by the Corporation pursuant to the exercise of any Stock Option is subject to compliance with all Laws applicable to the issuance, distribution and listing on the Exchange of such Shares. The Optionholder shall: (i) comply with all Laws, (ii) provide the Corporation with any information, report and/or undertaking required to comply with all Laws and (iii) fully co-operate with the Corporation in complying with all Laws.

SECTION 7 ADMINISTRATION

The Plan shall be administered by the Board of Directors. The Board of Directors may at its discretion from time to time make, amend and repeal such regulations not inconsistent with the Plan as it may deem necessary or advisable for the proper administration and operation of the Plan, and such regulations shall form part of the Plan. The Board of Directors may appoint any committee, Director, officer or Employee of the Corporation as administrator of the Plan and delegate to such person such administrative duties and powers as it may see fit.

Without limiting the foregoing paragraph, the Board of Directors will have the authority to:

- 1) construe and interpret the Plan, and any agreement or document executed pursuant thereto;
- 2) prescribe, amend and rescind rules and regulations relating to the Plan, including determining the forms and agreements used in connection therewith; provided that the Board of Directors may delegate to the President, the Chief Financial Officer or the officer in charge of Human Resources the authority to approve amendments to the forms and agreements used in connection with the Plan that are designed to facilitate the Plan administration, and that are not inconsistent with the Plan or with any resolutions of the Board of Directors relating thereto;
- 3) determine whether Stock Options will be granted singly, in combination, or in tandem with, in replacement of, or as alternatives to, other Stock Options under the Plan or any other incentive or compensation plan of the Corporation or any subsidiary;
- 4) subject to the prior approval of the Exchange, grant waivers of the terms and conditions of the Plan or any Stock Option;
- 5) determine the Stock Option's Vesting Date(s);
- 6) correct any defect, supply any omission, or reconcile any inconsistency in the Plan or in any Stock Option;
- 7) amend the Plan (subject to all Laws and the prior approval of the Stock Exchange), except for amendments that increase the number of Shares available for issuance under the Plan or change the eligibility criteria for participation in the Plan or that reduce the exercise price when the Optionholder covered by this amendment is an Insider of the Corporation when the amendment is proposed (in the latter case, disinterested shareholder approval of the Corporation is to be obtained); and
- 8) make all other determinations necessary or advisable for the administration of the Plan.

SECTION 8 – MISCELLANEOUS

1) Notice

- a) Any notice, request, payment or other communication required or permitted to be given hereunder by the Corporation to an Optionholder shall be in writing and shall be given by personally delivering it or by delivering it by mail to the address of the Optionholder set out in the Notice of Grant or such other address of which the Optionholder has notified the Corporation. The Optionholder shall notify the Corporation in writing of any address change.
- b) Any notice, request, payment or other communication required or permitted to be given hereunder by an Optionholder to the Corporation shall be in writing and shall be given by personally delivering it or by delivering it by mail to the primary business address of the Corporation or any other address designated by the Corporation.
- c) The date of delivery of notice, request, payment or any other communication shall be the date of personal delivery or, if delivered by mail, the fifth Business Day after mailing provided that in the event of a postal strike, the date of delivery shall be the date of actual delivery.

2) Disinterested Shareholder Approval

In addition to the cases already provided elsewhere in the Plan, the Corporation shall obtain, in accordance with the policies of the Exchange, the disinterested shareholder approval when the Plan, together with all of the Corporation's previously established and outstanding stock option plans or grants, as the case may be, could permit at any time the grant to Insiders of the Corporation (as a group), within a 12 month period, of an aggregate number of Stock Options exceeding 10% of all the issued and outstanding Shares of the Corporation, calculated at the Date of Grant of such Stock Option to any Insider.

3) Approval of the Plan

Pursuant to the policies of the Exchange, the Plan must be approved each year by the Corporation's shareholders at the annual general meeting of shareholders of the Corporation.

4) Amendments

The Corporation may, subject to all Laws and prior Exchange approval, at its discretion from time to time, amend the Plan and the terms and conditions of any Stock Option to be granted thereunder and, without limiting the generality of the foregoing, may make such amendments for the purpose of complying with any changes in any Laws, or for any other purpose which may be permitted by Law, provided always that, any such amendment shall not alter the terms or conditions of, or impair any right of any Optionholder pursuant to any Stock Option granted prior to such amendment without the consent of the affected Optionholder(s). Any amendment that reduces the Exercise Price requires disinterested shareholder approval of the Corporation if the Optionholder covered by this amendment is an Insider of the Corporation when the amendment is proposed. A copy of any amendment to the Plan shall be sent to each Optionholder as soon as reasonably practicable.

5) Termination

The Corporation may terminate the Plan at any time provided that such termination shall not alter the terms or conditions of any Stock Option or impair any right of any Optionholder pursuant to any Stock Option granted prior to the date of such termination and notwithstanding such termination by the Corporation, such Stock Options and such Optionholders shall continue to be governed by the provisions of the Plan.

6) Interpretation

The interpretation by the Board of Directors of any of the provisions of the Plan and any determination by it pursuant thereto shall be final and conclusive and shall not be subject to any dispute by an Optionholder. No member of the Board or the Committee or any person acting pursuant to authority thereby delegated hereunder shall be liable for any action or determination in connection with the Plan made or taken in good faith, and each member of the Board of Directors and each such person acting on the authority delegated hereunder, shall be entitled to indemnification with respect to any such action or determination in the manner provided for by the Corporation.

7) Hold Period

According to the policies of the Exchange, the Stock Options granted to an Insider of the Corporation and the Shares that may be issued upon the exercise thereof will be subject to a four month resale restriction imposed by the Exchange commencing on the date the Stock Options are granted to such Insider.

8) No Representation or Warranty

The Corporation makes no representation or warranty as to the future market value of any Shares issued following the exercise of any Stock Option in accordance with the provisions of the Plan.

9) Governing Laws

The Plan will be governed by and construed in accordance with the Laws of the Province of Québec and the Laws of Canada applicable therein.

10) Compliance with Applicable Law

If any provision of the Plan or any Stock Option conflicts with any Law, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

11) Agreement

The Corporation and every Optionholder shall be bound by the terms and conditions of the Plan by the simple delivery thereof to an Optionholder and the signature of the Notice of Grant.

12) Transitional

Each Optionholder having received a grant of Stock Options or a right to acquire Stock Options pursuant to a stock option plan prior to the date the Plan is adopted by the Corporation will receive a Notice of Grant setting out the terms of the previous Stock Option commitment. Upon delivery of the Notice of Grant to the Optionholder, any prior documentation relating to the previous Stock Option commitment will be null and void and not binding on the Corporation.

13) Name

The Plan shall be called the “*Stellar Africagold Inc. 2017 Stock Option Plan*”.

SCHEDULE A
DEFINED TERMS

“**Board of Directors**” means the Board of Directors of the Corporation.

“**Business Day**” means any day of the year, other than a Saturday or Sunday or any day recognized by Québec Law as a statutory holiday.

“**Change of Control**” means:

- a) a reorganization, acquisition, amalgamation or merger (or a plan of arrangement in connection with any of the foregoing), with respect to which all or substantially all of the persons who were the beneficial owners of the Shares immediately prior to such reorganization, amalgamation, merger or plan of arrangement do not, following such reorganization, amalgamation, merger or plan of arrangement, beneficially own, directly or indirectly, more than 50% of the resulting voting shares on a fully-diluted basis (for greater certainty, this shall not include a public offering or private placement out of treasury); or
- b) the sale to a person other than an affiliate of the Corporation of all or substantially all of the Corporation’s assets.

“**Consultant**” means, in relation to the Corporation, an individual (other than an Employee or a Director) or company, that:

- a) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or to an affiliate of the Corporation, other than services provided in relation to a distribution of securities;
- b) provides the services under a written contract between the Corporation or the affiliate and the individual or the company, as the case may be;
- c) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or an affiliate of the Corporation; and
- d) has a relationship with the Corporation or an affiliate of the Corporation that enables the individual to be knowledgeable about the business and affairs of the Corporation.

“**Corporation**” means Stellar Africagold Inc. or any successor thereto.

“**Date of Grant**” means the date on which a particular Stock Option is granted by the Board of Directors.

“**Date of Termination of Investor Relations Activities**” means has the meaning ascribed thereto in paragraph 4(3)(b) hereof.

“**Director**” means a member of the Board of Directors.

“Eligible Participant” means (a) an Employee, officer, Director or Consultant of the Corporation or any subsidiary thereof, and (b) a person employed to perform investor relations activities.

“Employee” means:

- a) an individual who is considered an employee of the Corporation or its subsidiary under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and CPP deductions must be made at source);
- b) an individual who works full-time for the Corporation or its subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source; or
- c) an individual who works for the Corporation or its subsidiary on a continuing and regular basis for a minimum amount of time per week (the number of hours should be disclosed in the submission) providing services normally provided by an employee and who is subject to the same control and direction by the Issuer over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source.

“Event” has the meaning ascribed thereto in subsection 4(8) hereof.

“Exchange” means the TSX Venture Exchange or such other stock exchange or over-the-counter quotation upon which the Shares are listed.

“Exercise Notice” means the notice respecting the exercise of any Stock Option, substantially in the form attached as Schedule C hereto, duly executed by the Optionholder or his legal representative.

“Exercise Price” has the meaning ascribed thereto in subsection 4(6) hereof.

“Expiry Date” means the date determined in accordance with paragraph 4(2)(a) hereof after which a particular Stock Option can no longer be exercised, subject to extension, acceleration or amendment in accordance with the terms hereof.

“Insider” has the meaning ascribed to such term under policy 1.1 of the *Corporate Finance Manual* of the Exchange.

“Laws” means the laws, rules and regulations of any government, public agency or authority, regulatory body, stock exchange or other organization that has jurisdiction over the Shares, the Corporation, any Optionholder or any of the Corporation shareholders.

“Notice of Grant” means the notice respecting the grant of Stock Options, substantially in the form attached as Schedule B hereto, duly executed by the Secretary of the Corporation or any other person designated by the Board of Directors.

“Optionholder” means an Eligible Participant or former Eligible Participant who holds Stock Options which have not been fully exercised and have not expired or, where applicable, the legal representative of such Eligible Participant.

“**Plan**” means this stock option plan named “Stellar Africagold Inc. 2017 Stock Option Plan” as amended from time to time.

“**Shares**” means the common shares in the capital of the Corporation or such other securities specified in subsection 4(8) hereof in the case of the occurrence of an Event.

“**Stock Option**” means an option to purchase Shares granted to an Eligible Participant under this Plan.

“**Termination Date**” has the meaning ascribed thereto in paragraph 4(3)(c) hereof.

“**Vesting Date**” means the date determined in accordance with paragraph 4(2)(c) hereof starting on which the Stock Options may be exercised in whole or in part.

**SCHEDULE B
NOTICE OF GRANT**

BETWEEN: STELLAR AFRICAGOLD INC., a legal person duly incorporated under the *Business Corporations Act*, (Quebec) having its head office at 410 Saint-Nicolas Street, Suite 236, Montréal, Québec H2Y 2P5; (hereinafter referred to as « **Stellar** »)

AND: _____ an individual residing and domiciled at _____;
(hereinafter referred to as the “**Optionholder**”)

WHEREAS the Optionholder is _____ of Stellar;

WHEREAS the Board of Directors of Stellar has adopted a stock option plan named “*Stellar Africagold Inc. 2017 Stock Option Plan*”, for the purpose of providing its employees, officers, directors, consultants and persons employed to perform investor relations activities with an incentive to promote its interests (hereinafter referred to as the “**Plan**”);

WHEREAS the stock options granted after the adoption of said Plan will be governed by the Plan;

WHEREAS Stellar wishes to grant to the Optionholder stock options to subscribe common shares (hereinafter referred to as the “**Shares**”) in the capital of Stellar pursuant to the terms of the Plan;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

STOCK OPTIONS GRANTED

Stellar hereby grants to the Optionholder the right to subscribe to _____ Shares at a price of \$_____ per Share, upon the terms and conditions herein contained (hereinafter referred to as the “**Stock Options**”).

TERMS OF THE STOCK OPTIONS

After the ___ anniversary of the grant of the Stock Options, being _____, (referred to as the “**Expiry Date**”), any unexercised Stock Options shall become null and void.

[Paragraph and table below to be included if the Board of Directors has set vesting periods at the time of the grant of stock options.]

The Stock Options hereby granted to the Optionholder shall vest in * tranches of * Shares, only at the vesting dates and exercise prices set forth below:

Number of Shares	Vesting Dates	Exercise Price	Expiry Dates
*	starting *	\$*	*
*	starting *	\$*	*
*	starting *	\$*	*
*	starting *	\$*	*

All the terms and conditions set forth in the Plan are hereby incorporated by reference and are included herein as if fully recited. It is acknowledged that Plan contains terms and conditions that may change the Expiry Date.

EXERCISE OF STOCK OPTIONS

The Optionholder may exercise the Stock Options, in full or in part, at any time before the Expiry Date by sending to the head office of Stellar, an exercise notice (hereinafter referred to as the “**Exercise Notice**”), accompanied by a certified cheque or bank draft made payable to Stellar in the amount of the full price of the Shares subscribed for upon the terms of the Stock Options.

Stellar shall cause a certificate representing the number of Shares specified in the Exercise Notice to be issued and registered in the name of the Optionholder and delivered to him within reasonable time following receipt of such notice.

GOVERNING LAW

This Notice of Grant and the Stock Options shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.

ACKNOWLEDGEMENT OF TERMS

The undersigned Optionholder, does accept the grant of the stock options upon the terms and conditions that are set out in this Notice of Grant and the Plan.

The Optionholder acknowledges that he has received and reviewed a copy of the Plan and that he is familiar with the terms and conditions of the Stock Options.

He acknowledges that the Stock Options and any Shares he receives upon exercise thereof will be governed by the *Securities Act* (Québec) and possibly the securities laws of other jurisdictions and the rules of the TSX Venture Exchange. Such laws and rules may limit the Optionholder’s ability to sell any Shares he receives on exercise of his Stock Options. Certain Optionholders might also be subject to trading restrictions stated in Stellar internal company policies.

He acknowledges that the Plan entitles him to written notice of certain events and that he must advise Stellar of any address changes in order to protect his rights.

He agrees that this Notice of Grant is comprehensive and contains a complete listing of all of his rights to acquire Shares of Stellar. Any rights that he may have to acquire Shares of Stellar, that are not set out herein are hereby cancelled.

DATED and signed at _____ on _____ .

STELLAR AFRICAGOLD INC.

Per: _____

Witness Signature

Signature of Optionholder

Print Witness’s Name

Print Optionholder’s Name

Witness Address

SCHEDULE C

**EXERCISE NOTICE
STELLAR AFRICAGOLD INC. 2017 STOCK OPTION PLAN**

STELLAR AFRICAGOLD INC.
410 Saint-Nicolas Street, Suite 236
Montréal, Québec H2Y 2P5

Dear Sirs / Mesdames:

Please be advised that in connection with stock options to purchase common shares of **STELLAR AFRICAGOLD INC.** (“**Stellar**”) granted to me pursuant to that certain notice of grant dated _____, the undersigned hereby wishes to exercise his or her option to purchase _____ common shares of Stellar.

Please find enclosed cash, a certified cheque or a bank draft in the amount of \$_____ payable to Stellar in full payment for the common shares to be purchased hereby. I hereby agree to assist Stellar in the filing of, and will timely file, all reports that I may be required to file under the applicable securities laws or listing exchange.

The common shares issued on the exercise of the stock options specified above are to be issued in the following registration as fully paid and non-assessable common shares of Stellar:

Dated at _____, this ____ day of _____.

(Print Optionee’s or Nominee’s Name)

(Optionee’s or Nominee’s Signature)

(Address of Optionee or Nominee)

(Telephone Number)

(Facsimile Number)

(E-Mail Address)