



**Annual and Special General Meeting
to be held on December 11, 2018**

**Notice of Meeting
and
Management Information Circular**

November 12, 2018

STELLAR AFRICAGOLD INC.
4908 Pine Crescent,
Vancouver, British Columbia V6M 3P6

NOTICE OF ANNUAL AND SPECIAL GENERAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual and special general meeting (the "**Meeting**") of the shareholders of Stellar AfricaGold Inc. (the "**Company**") will be held at 2600- 1066 West Hastings Street Vancouver, British Columbia on December 11, 2018 at 10:00 a.m. (Vancouver, British Columbia time) for the following purposes:

1. to receive and consider the audited financial statements of the Company for the years ended July 31, 2017 and July 31, 2016, together with the auditor's reports thereon;
2. to elect directors for the ensuing year;
3. to appoint Morgan & Company LLP, Chartered Professional Accountants, as auditor of the Company for the ensuing year and authorize the directors to determine the remuneration to be paid to the auditor;
4. to confirm the Company's rolling stock option plan, as required annually by the policies of the TSX Venture Exchange;
5. to consider and, if deemed advisable, to pass, with or without variation, a resolution (the "**Disposition Resolution**") to approve, among other things, the sale of the Opawica mineral claims to Mosaic Minerals Corp. ("**Mosaic**") pursuant to the terms of an asset purchase agreement (the "**Purchase Agreement**") between the Company and Mosaic dated June 28, 2018 and the related modification agreement (the "**Modification Agreement**") between the Company and Mosaic dated July 27, 2018, both attached as Schedule O to the Management Information Circular of the Company dated November 12, 2018 (the "**Circular**"), and the adoption of the Purchase and Modification Agreements;
6. to consider and, if deemed advisable, to pass, with or without variation, a special resolution (the "**Continuance Resolution**") authorizing the continuance of the Company into British Columbia (the "**Continuance**"), under the *Business Corporations Act* (British Columbia) (the "**BCBCA**"), as more particularly described in the Circular;
7. to consider, pursuant to an order (the "**Interim Order**") of the Supreme Court of British Columbia (the "**Court**") dated November 12, 2018, and, if deemed advisable, pass, with or without variation, a special resolution (the "**Arrangement Resolution**"), the full text of which is attached as Schedule D to the Circular authorizing and approving the arrangement agreement dated November 7, 2018 (the "**Arrangement Agreement**") the full text of which is attached as Schedule E to the Circular, and the arrangement under Part 9, Division 5 of the BCBCA (the "**Arrangement**"), as more particularly set out in the Circular under the heading "The Arrangement"; and
8. transact such other business as may properly be put before the Meeting.

The accompanying Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this Notice. Also accompanying this Notice are (i) Forms of Proxy or Voting Instruction Form, and (ii) Financial Statement Request Form. Any adjournment of the Meeting will be held at a time and place to be specified at the Meeting.

Only shareholders of record at the close of business on **November 7, 2018**, will be entitled to receive notice of and vote at the Meeting. Shareholders who are unable to attend the Meeting are requested to complete, sign, date and return the enclosed form of proxy indicating your voting instructions. A proxy will not be valid unless it is deposited at the office of AST Company, 320 Bay Street, B1 Level, Toronto, Ontario, M5H 4A6 not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time fixed for the Meeting or any adjournments thereof. If you are not a registered shareholder, please refer to the accompanying Information Circular for information on how to vote your shares.

DATED at Vancouver, British Columbia, the 12th day of November, 2018.



John Cumming
Chief Executive Officer and Director

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STELLAR AFRICAGOLD INC.
4908 Pine Crescent,
Vancouver, British Columbia V6M 3P6

MANAGEMENT INFORMATION CIRCULAR
(as at November 12th, 2018 except as otherwise indicated)

SOLICITATION OF PROXIES

This information circular (the "**Circular**") is provided in connection with the solicitation of proxies by Management of Stellar AfricaGold Inc. (the "**Company**"). The form of proxy which accompanies this Circular (the "**Proxy**") is for use at the annual general special meeting of the shareholders of the Company (the "**Shareholders**") to be held on December 11, 2018 (the "**Meeting**"), at the time and place set out in the accompanying notice of Meeting (the "**Notice of Meeting**"). The Company will bear the cost of this solicitation. The solicitation will be made by mail but may also be made by telephone.

All capitalized terms used in this Circular (including the Schedules hereto) but not otherwise defined herein have the meanings set forth under the heading "Glossary of Terms". Except where otherwise expressly noted, information in this Circular is given as of November 12, 2018.

No person has been authorized to give any information or to make any representation in connection with the Arrangement and any other matters described herein other than those contained in this Circular and, if given or made, any such information or representation should not be considered to have been authorized by the Company or Mosaic.

This Circular does not constitute the solicitation of an offer to purchase, or the making of an offer to sell, any securities or the solicitation by proxy by any person in any jurisdiction in which such solicitation or offer is not authorized or in which the person making such solicitation or offer is not qualified to do so or to any person to whom it is unlawful to make such solicitation or offer.

In considering whether to vote for the approval of the Proposed Transaction and the Arrangement, Shareholders should be aware that there are various risks, including those described under the heading "Risk Factors" in this Circular. Shareholders should carefully consider these risk factors, together with the other information included in this Circular, before deciding whether to approve the Proposed Transaction and the Arrangement.

Information contained in this Circular should not be construed as legal, tax or financial advice and Shareholders are urged to consult their own professional advisors in connection therewith.

Descriptions in the body of this Circular of the terms of the Purchase Agreement, the Arrangement Agreement and the Plan of Arrangement are merely summaries of the terms of those documents. Shareholders should refer to the full text of the Purchase Agreement, Arrangement Agreement and the Plan of Arrangement for complete details of those documents. The full text of the Purchase Agreement, the Arrangement Agreement is attached to this Circular as Schedule E and the Plan of Arrangement is attached as Exhibit A to the Arrangement Agreement.

FORWARD LOOKING STATEMENTS

This Circular includes and incorporates statements that are prospective in nature that constitute forward-looking information and/or forward-looking statements within the meaning of applicable securities laws (collectively, "**forward-looking statements**"). Forward-looking statements include, but are not limited to, statements concerning the completion and proposed terms of, and matters relating to, the anticipated election of the Company's proposed directors, the acquisition by Mosaic of the Opawica Project, the Arrangement and the expected timing related thereto, the tax treatment of the Arrangement, the treatment of both the New Common Shares and the Mosaic Shares as qualified investments for the purposes of a Registered Plan, the expected operations, financial results and

condition of the Company and Mosaic following the Arrangement, each company's future objectives and strategies to achieve those objectives, the future prospects of each company as an independent company, the intention to list the Mosaic Shares on the CSE, Mosaic seeking to be a "mineral resources company" under the policies of the CSE, the continued listing of the Company on the TSX-V, any market created for either company's shares, the estimated cash flow, capitalization and adequacy thereof for each company following the Arrangement, the expected benefits of the Arrangement to, and resulting treatment of, shareholders of each company, holders of options of each company, and each company, the anticipated effects of the Arrangement, the estimated costs of the Arrangement, the satisfaction of the conditions to consummate the Arrangement, as well as other statements with respect to management's beliefs, plans, estimates and intentions, and similar statements concerning anticipated future events, results, circumstances, performance or expectations that are not historical facts. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "outlook", "objective", "may", "will", "expect", "intend", "estimate", "anticipate", "believe", "should", "plans" or "continue", or similar expressions suggesting future outcomes or events.

Forward-looking statements reflect Management's current beliefs, expectations and assumptions and are based on information currently available to Management, Management's historical experience, perception of trends and current business conditions, expected future developments and other factors which management considers appropriate. With respect to the forward-looking statements included in or incorporated into this Circular, Management has made certain assumptions with respect to, among other things, the anticipated approval of the Arrangement by Shareholders and the Court, the anticipated receipt of any required regulatory approvals and consents (including the final approval of the TSX-V), the expectation that each of the Company and Mosaic will comply with the terms and conditions of the Arrangement Agreement, the expectation that no event, change or other circumstance will occur that could give rise to the termination of the Arrangement Agreement, the belief that the assumptions underlying the Mosaic Carve-Out Financial Statements are reasonable, the expectation that no Court approval, if obtained, will be set aside or modified, the expectation that the Court will determine that the Arrangement is procedurally and substantively fair and that such determination will form the basis for an exemption from the registration requirements of the 1933 Act pursuant to Section 3(a)(10) of the 1933 Act, that no unforeseen changes in the legislative and operating framework for the respective businesses of Mosaic and the Company will occur, the belief that separation of the Guinea Assets and Opawica Project will enable investors to more accurately compare and evaluate each company, the belief that each company will benefit from pursuing independent growth and capital allocation strategies, that each company will meet its future objectives and priorities, that each company will have access to adequate capital to fund its future projects and plans, that each company's future projects and plans will proceed as anticipated, as well as assumptions concerning general economic and industry growth rates, commodity prices, currency exchange and interest rates and competitive intensity.

Readers are cautioned not to place undue reliance on forward-looking statements, as there can be no assurance that the future circumstances, outcomes or results anticipated or implied by such forward-looking statements will occur or that plans, intentions or expectations upon which the forward-looking statements are based will occur. By their nature, forward-looking statements involve known and unknown risks and uncertainties and other factors that could cause actual results to differ materially from those contemplated by such statements. Factors that could cause such differences include, but are not limited to: conditions precedent or approvals required for the Arrangement not being obtained; the potential benefits of the Arrangement not being realized; the risk of tax liabilities as a result of the Arrangement, and general business and economic uncertainties and adverse market conditions; the potential for the combined trading prices of the New Common Shares and the Mosaic Shares after the Arrangement being less than the trading price of Common Shares immediately prior to the Arrangement; there being no established market for the New Common Shares or the Mosaic Shares; the Company's ability to delay or amend the implementation of all or part of the Arrangement or to proceed with the Arrangement even if certain consents and approvals are not obtained on a timely basis; the reduced diversity of the Company and Mosaic as separate companies; the costs related to the Arrangement that must be paid even if the Arrangement is not completed; obtaining approvals and consents, or satisfying other requirements, necessary or desirable to permit or facilitate completion of the Arrangement; global financial markets, general economic conditions, competitive business environments, and other factors may negatively impact the Company's and Mosaic's financial condition; future factors that may arise making it inadvisable to proceed with, or advisable to delay, all or part of the Arrangement;

and the potential inability or unwillingness of current Shareholders to hold New Common Shares and/or Mosaic Shares following the Arrangement. For a further description of these and other factors that could cause actual results to differ materially from the forward-looking statements included in or incorporated into this Circular, see the risk factors discussed under the heading “*Risk Factors*”, as well as the risk factors included in the Company’s management discussion and analysis for the year ended July 31, 2017 and for the interim periods ended October 31, 2017, January 31, 2018 and April 30, 2018 and as described from time to time in the reports and disclosure documents filed by the Company with Canadian securities regulatory authorities, which are available under the Company’s profile on SEDAR at www.sedar.com. This list is not exhaustive of the factors that may impact the Company’s forward-looking statements. These and other factors should be considered carefully and readers should not place undue reliance on the Company’s forward-looking statements. As a result of the foregoing and other factors, there can be no assurance that actual results will be consistent with these forward-looking statements.

All forward-looking statements included in or incorporated by reference into this Circular are qualified by these cautionary statements. The forward-looking statements contained herein are made as of the date of this Circular and, except as required by applicable law, neither the Company nor Mosaic undertakes any obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

Readers are cautioned that the actual results achieved will vary from the information provided herein and that such variations may be material. Consequently, there are no representations by the Company or Mosaic that actual results achieved will be the same in whole or in part as those set out in the forward-looking statements.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference and form part of this Circular. Copies of these documents may be obtained by accessing the SEDAR website at www.sedar.com under the profile of the Company. In addition, copies of the following documents may also be obtained on request without charge from the Company’s CEO at cumming@stellarafricagold.com:

- (a) the unaudited consolidated interim financial statements of the Company for the nine months ended April 30, 2018 and 2017 together with the notes thereto;
- (b) management’s discussion and analysis for the nine months ended April 30, 2018 and 2017;
- (c) the audited consolidated financial statements of the Company for the years ended July 31, 2017 and 2016, together with the notes thereto and the auditor’s report thereon; and
- (d) management’s discussion and analysis for the years ended July 31, 2017 and 2016.

GLOSSARY OF TERMS

The following is a glossary of certain terms used in this Circular, including the summary hereof and the Schedules to the Circular.

"1933 Act" means the *United States Securities Act of 1933*, as amended, and all rules and regulations thereunder.

"ACB" has the meaning given to it under the heading *"Material Income Tax Considerations - Holders Resident in Canada"*.

"allowable capital loss" has the meaning given to it under the heading *"Material Income Tax Considerations - Holders Resident in Canada - Taxation of Capital Gains and Losses"*.

"Arrangement" means the arrangement of the Company under Section 288 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Plan of Arrangement or the Arrangement Agreement or made at the direction of the Court in the Final Order and acceptable to the Company.

"Arrangement Agreement" means the arrangement agreement dated November 7, 2018 between the Company and Mosaic, a copy of which is attached as Schedule E, as it may be amended or modified from time to time.

"Arrangement Resolution" means the special resolution to be considered by the Shareholders at the Meeting to approve the Arrangement, and which shall be in, or substantially in, the form set out at Schedule D.

"AST" has the meaning given under the heading *"Appointment and Revocation of Proxy"*.

"Audit Committee" means the audit committee of the company.

"BC Dissent Notice" has the meaning given to it under the heading *"Dissent Rights"*.

"BC Dissent Procedures" has the meaning given to it under the heading *"Dissent Rights"*.

"BC Dissent Rights" means the right of Registered Shareholders to exercise a right of dissent under the BCBCA in strict compliance with the Dissent Procedures.

"BC Dissent Shares" means the Common Share held by a BC Dissenting Shareholder.

"BC Dissenting Shareholder" mean a Registered Shareholder who exercises Dissent Rights in respect of the Arrangement in strict compliance with the BCBCA, as modified or supplemented by the Interim Order, Plan of Arrangement or any other order(s) of the Court and who has not withdrawn or have been deemed to have withdrawn such exercise of such Dissent Rights and who is ultimately entitled to be paid fair value for his, her or its the Company Shares.

"BC Registrar" means the Registrar of Companies appointed pursuant to Section 400 of the BCBCA.

"BCBCA" means the *Business Corporations Act (British Columbia)*, as amended.

"Beneficial Shareholder" has the meaning given under the heading *"Appointment and Revocation of Proxy - Advice to Beneficial Holders of Common Shares"*.

"Board" means the board of directors of the Company, as currently constituted.

"Broadridge" has the meaning given under the heading *"Appointment and Revocation of Proxy - Advice to Beneficial Holders of Common Shares"*.

"Business Day" means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia.

"CBCA" means the *Canada Business Corporations Act*, as amended.

"Circular" means this management information circular dated November 12, 2018, together with all schedules, appendices and exhibits hereto, as amended, supplemented or otherwise modified from time to time.

"Class A Shares" means the renamed and redesignated Common Shares as described in Section 3.1(b) of the Plan of Arrangement.

"Common Shares" means the common shares without par value in the capital of the Company, as constituted on the date hereof.

"Company" means Stellar AfricaGold Inc.

"Consideration Shares" has the meaning given under the heading "*Sale of Opawica Mineral Claims*".

"Continuance" means the discontinuance of the Company from the federal jurisdiction of Canada under the CBA and the continuance of the Company to British Columbia under the BC CBA.

"Continuance Resolution" means the special resolution transferring the Company's jurisdiction of incorporation from Canada to British Columbia.

"Court" means the British Columbia Supreme Court.

"CSE" means the Canadian Securities Exchange.

"Depository" means AST, or such other depository as the Company may determine.

"Distribution Record Date" means the close of business on the last trading day on the TSX-V immediately prior to the Effective Date, which Distribution Record Date is currently expected to be in the December 2018 and will be announced by the Company via press release.

"Effective Date" means the effective date of the Arrangement, which shall be three Business Days following the date on which all of the conditions precedent to the completion of the Arrangement have been satisfied or waived in accordance with the Arrangement Agreement (other than conditions which cannot, by their terms, be satisfied until the Effective Date, but subject to satisfaction or waiver of such conditions as of the Effective Date) or such other date as may be mutually agreed by the Company and Mosaic, and the Company and Mosaic shall execute a certificate confirming the Effective Date.

"Effective Time" means 12:01 a.m. on the Effective Date, or such other time on the Effective Date as may be mutually agreed by the Company and Mosaic.

"Final Order" means the final order of the Court approving the Arrangement.

"forward-looking statements" has the meaning given to it under the heading "*Forward Looking Statements*".

"Guidelines" has the meaning given to it under the heading "*Corporate Governance Disclosure*".

"Guinea Assets" has the meaning given to it in Schedule L under the heading "*Description of the Business*".

"Holder" has the meaning given to it under the heading "*Material Income Tax Considerations - Certain Canadian Federal Income Tax Considerations*".

"Interim Order" means the interim order of the Court dated November 13, 2018, in respect of the Meeting and the Arrangement, a copy of which is attached as Schedule F.

"Intermediary" means an intermediary with which a Beneficial Shareholder may deal, including banks, trust companies, securities dealers or brokers and trustees or administrators of self-directed trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans (each, as defined in the Tax Act) and similar plans, and their nominees.

"Management" has the meaning given under the heading *"Appointment and Revocation of Proxy – Provisions Relating to Voting Proxies"*.

"Meeting" means the annual and special meeting of Shareholders to be held on December 11, 2018, and any adjournment(s) or postponement(s) thereof, held in order to, among other things, consider and, if thought fit, approve the Arrangement.

"MI 61-101" means Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions*.

"Modification Agreement" means the asset purchase modification agreement dated July 27, 2018 between the Company and Mosaic, substantially in the form set forth in Schedule O.

"Mosaic" means Mosaic Minerals Inc.

"Mosaic Audit Committee" has the meaning given to it in Schedule H under the heading *"Mosaic Audit Committee"*.

"Mosaic Board" means the board of directors of Mosaic, as constituted on closing of the Arrangement.

"Mosaic Carve-out Financial Statements" means the carve-out financial statements of Mosaic for the nine months ended April 30, 2018, attached as Schedule I.

"Mosaic Charter" has the meaning given to it in Schedule H under the heading *"Mosaic Audit Committee - Audit Committee Charter"*.

"Mosaic Option Plan" means the stock option plan of Mosaic.

"Mosaic Private Placement" the non-brokered private placement of 5,456,250 Mosaic Shares.

"Mosaic Pro-forma Financial Statements" means the pro forma financial statements of Mosaic, attached as Schedule J.

"Mosaic Shares" means the common shares in the authorized share structure of Mosaic.

"New Common Shares" means the new class of common shares without par value which the Company will create and issue as described in Section 3.1(b) of the Plan of Arrangement and for which the Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Common Shares.

"NI 43-101" means National Instrument 43-101 *Standards of Disclosure for Mineral Projects*.

"NI 52-110" means National Instrument 52-110 *Audit Committees*.

"NI 54-101" has the meaning given under the heading *"Appointment and Revocation of Proxy - Advice to Beneficial Holders of Common Shares"*.

"NOBOs" has the meaning given under the heading *"Appointment and Revocation of Proxy - Advice to Beneficial Holders of Common Shares"*.

"Non-resident BC Dissenter" has the meaning given under the heading *"Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada – Dissenting Non-Resident Holders"*.

"Non-resident Holder" has the meaning given under the heading *"Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada"*.

"Notice of Meeting" means the notice of annual and special meeting in respect of the Meeting.

"NSR" has the meaning given under the heading *"Sale of Opawica Mineral Claims"*.

"OBOs" has the meaning given under the heading *"Appointment and Revocation of Proxy - Advice to Beneficial Holders of Common Shares"*.

"Opawica Project" has the meaning given to it in Schedule H under the heading *"Description of the Business"*

"Plan of Arrangement" means the plan of arrangement of the Company, substantially in the form set forth in Schedule E, and any amendments or variations thereto made in accordance with the Plan of Arrangement or upon the direction of the Court in the Final Order.

"Proposed Amendments" has the meaning given to it under the heading *"Certain Canadian Federal Income Tax Considerations"*.

"Proposed Transaction" has the meaning given under the heading *"Sale of Opawica Mineral Claims"*.

"Proxy" has the meaning given to it under the heading *"Solicitation of Proxies"*.

"PUC" has the meaning given to it under the heading *"Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Exchange of the Company Shares for New Common Shares and Mosaic Shares"*.

"Purchase Agreement" means the asset purchase agreement dated June 28, 2018 between the Company and Mosaic, substantially in the form set forth in Schedule O.

"Record Date" means the record date for notice of and voting at the Meeting, being fixed as November 7, 2018.

"Registered Plans" has the meaning given under the heading *"Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Eligibility for Investment – New Common Shares and Mosaic Shares"*.

"Registered Shareholders" has the meaning given under the heading *"Appointment and Revocation of Proxy"*.

"Regulations" has the meaning given to it under the heading *"Material Income Tax Considerations - Certain Canadian Federal Income Tax Considerations"*.

"Replacement Option" means an option to acquire a New Common Share to be issued by the Company to the holders of the Stellar Options pursuant to the Plan of Arrangement.

"Replacement Warrant" means a common share purchase warrant to acquire a New Common Share to be issued by the Company to the holders of the Stellar Warrants pursuant to the Plan of Arrangement.

"Resident Holder" has the meaning given under the heading *"Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada"*.

"RRIF" means a registered retirement income fund.

"RRSP" means a registered retirement savings plan.

"SEDAR" means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators, accessible at www.sedar.com.

"Share Exchange" has the meaning given to it under the heading *"Material Income tax Considerations - Holders Resident in Canada"*.

"Shareholders" has the meaning given to it under the heading *"Solicitation of Proxies"*.

"Stellar Debentures" means convertible debentures issued by the Company which are outstanding on the Effective Date.

"Stellar Options" means share purchase options issued by the Company pursuant to the Stock Option Plan which are outstanding on the Effective Date.

"Stellar Warrants" means the common share purchase warrants issued by the Company which are outstanding on the Effective Date.

"Stock Option Plan" has the meaning given to it under the heading *"Particulars of Matters to Be Acted Upon - Confirming Stock Option Plan"*.

"Tax Act" means the Income Tax Act (Canada), including the regulations promulgated thereunder, as amended.

"taxable capital gain" has the meaning given to it under the heading *"Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Taxation of Capital Gains and Capital Losses"*.

"Technical Report" means the technical report titled *"Technical Report on Opawica Property"* with an effective date of October 16, 2018.

"TFSA" means a tax-free savings account.

"TSX-V" means the TSX Venture Exchange Inc.

"VIF" has the meaning given to it under the heading *"Appointment and Revocation of Proxy - Advice to Beneficial Holders of Common Shares"*.

SUMMARY OF THE PROPOSED TRANSACTION AND THE ARRANGEMENT

The following is a summary of information relating to the Company and Mosaic and should be read together with the more detailed information and financial data and statements contained elsewhere in this Circular.

The Meeting

The Meeting will be held in Vancouver, British Columbia, at the 2600 – 1066 West Hastings Street, Vancouver, British Columbia on December 11, 2018 at 10:00 a.m. (Vancouver time) for the purposes set forth in the Notice of Meeting. At the Meeting, Shareholders will attend to certain annual business, including the election and appointment of the directors of the Company. Shareholders will also consider and vote upon the Proposed Transaction, the Continuance and the Arrangement to be implemented pursuant to the Arrangement Resolution. See "*Particulars of Matters to be Acted Upon*".

The Companies

Stellar AfricaGold Inc.

The Company is a Canadian based company which is focused on exploration for precious and base metals. Its head office is located at 4908 Pine Crescent, Vancouver, British Columbia, V6M 3P. The Company is primarily focused on the Guinea Assets.

The Common Shares are currently listed for trading on the TSX-V under the symbol "SPX". On November 7, 2018, the date immediately preceding the announcement of the Arrangement, the closing price for the Common Shares was \$0.025.

Mosaic Minerals Corp.

Mosaic was incorporated on June 21, 2018, pursuant to the provisions of the BCBCA. Since incorporation, it has carried on no business other than as otherwise described in this Circular. The registered and records office is located at Suite 2600, 1066 West Hastings Street, Vancouver, British Columbia, V6E 3X1.

The Proposed Transaction

As discussed in more detail under the heading "Sale of Opawica Mineral Claims", the Company determined that no further exploration would be conducted at the Opawica Project and that it was financially unwise to continue incurring annual holding and maintenance costs for a dormant asset for an indeterminate period. As a result, the Company is proposing to sell the Opawica Project, to Mosaic in exchange for 7,200,000 Mosaic Shares (the "**Consideration Shares**") plus a 2% net smelter returns royalty ("**NSR**") from production and sale of all minerals from the Opawica Project (one-half of which may be repurchased by Mosaic for \$1,000,000) (the "**Proposed Transaction**"). Pursuant to the Purchase Agreement, it is a condition precedent to the completion of the Proposed Transaction that Mosaic will have completed a financing of not less than \$200,000 at a price of not less than \$0.05 per Mosaic Share. To date, Mosaic has issued 5,546,250 Mosaic Shares raising aggregate proceeds of \$290,800.

The Arrangement

The Company has determined that it is in the best interests of its shareholders to distribute 2,000,000 of the Consideration Shares to the Shareholders pursuant to the Arrangement.

Following the Arrangement there will be two separate publicly-traded companies: (a) the Company, which will be an exploration company focused on Guinea holding the Guinea Assets which include the Company's interest in the Balandougou Project; and (b) Mosaic, which will be an exploration company focused on Quebec holding the Company's current interest in the Opawica Project. The Arrangement will result in, among other things, participating

Shareholders holding, immediately following completion of the Arrangement, all of the outstanding New Common Shares in proportion to their holdings of Common Shares, at the Effective Time and 10.67% of the issued and outstanding Mosaic Shares in proportion to their holdings of Common Shares. For a summary of the steps of the Arrangement and related transactions, see the section entitled “*The Arrangement – Details of the Arrangement*”.

Reasons for the Proposed Transaction and the Arrangement

The Board believes that the separation of the Guinea Assets and the Opawica Project Assets into two separate publicly-traded companies will provide a number of benefits to the Company, Mosaic and the Shareholders, including: (a) providing Shareholders with enhanced value by creating a company focused on the development of the Guinea Assets and a company focused on the development of the Opawica Project Assets; (b) providing Shareholders with 100% ownership of the Company and 10.67% ownership of Mosaic at the closing of the Arrangement; (c) providing each company with a sharper business focus, enabling them to pursue independent business and financing strategies best suited to their respective business plans; (d) enabling investors, analysts and other stakeholders or potential stakeholders to more accurately compare and evaluate each company; (e) enabling each company to pursue independent growth and capital allocation strategies; (f) allowing each company to be led by experienced executives and directors who have experience in each company’s respective resource sector; and (g) allowing the reorganization to occur on a tax-deferred basis for Shareholders resident in Canada who hold their Common Shares as capital property.

Stock Exchange Listings

The Common Shares are currently listed and traded on the TSX-V under the symbol “SPX”, and, following completion of the Arrangement, the New Common Shares will continue to be traded on the TSX-V under the same symbol.

Mosaic will use commercially reasonable efforts to meet the initial listing requirements for a “mineral resource company” under the policies of the CSE and to apply for the listing of the Mosaic Shares on the CSE following completion of the Arrangement. Listing of the Mosaic Shares on the CSE will be subject to satisfying all of the CSE’s initial listing requirements.

The Company Following the Proposed Transaction and the Arrangement

Following completion of the Arrangement, the Company will continue to explore and develop the Guinea Assets. The New Common Shares will continue to trade on the TSX-V under the symbol “SPX”.

See “Schedule L - *Stellar AfricaGold Inc. Following the Arrangement*” for information regarding the Company following completion of the Arrangement.

Mosaic Following the Proposed Transaction and the Arrangement

Following the Proposed Transaction and the Arrangement, Mosaic will be a non-listed reporting issuer and will own the Opawica Project. Mosaic intends on using commercially reasonable efforts to take the necessary steps to meet the initial listing requirements of a “mineral resource company” on the CSE and to apply to have the Mosaic Shares listed on the CSE.

Under CSE Policy 2 - *Qualification For Listing*, an issuer applying to list as a “mineral resource company” must have title to a property that is prospective for minerals and on which there has been exploration previously conducted including “qualifying expenditures” of at least \$75,000 by the issuer or predecessor during the most recent 36 months. The issuer must have obtained an independent report that meets the requirements of NI 43-101 or any successor instrument and that recommends further exploration on the property, with a budget for the first phase of at least \$100,000. If the issuer does not have title to the property, it must have the means and ability to acquire an interest in the property upon completion of specific objectives or milestones within a defined period. “Qualifying expenditures” include exploration expenditures related to geological and scientific surveys to advance mineral

project but do not include general and administrative, land maintenance, property acquisition or payments, staking, investor or public relations, non-domestic flight expenditures or taxes.

There is no guarantee that Mosaic will meet the initial listing requirements for a “mineral exploration company” on the CSE or that the Mosaic Shares will be listed on the CSE. Listing of the Mosaic Shares on the CSE will be subject to satisfying all of the CSE’s initial listing requirements.

See “Schedule “H” - *Mosaic Mining Corp. Following the Arrangement*” for detailed information regarding Mosaic following completion of the Arrangement.

Selected Unaudited *Pro-Forma* Consolidated Financial Information for Mosaic

The selected unaudited *pro-forma* financial information contained in this Circular for Mosaic is based on the assumptions described in the notes to Mosaic’s unaudited *pro-forma* condensed statement of financial position as at April 30, 2018. See Schedule J for the Mosaic Pro-forma Financial Statements.

No New Share Certificates

As soon as practicable after the Distribution Record Date, the Company shall cause to be issued to the Registered Shareholders at the close of business on the Distribution Record Date, share certificates representing the number of the Mosaic Shares to which such holders are entitled following the Distribution Record Date and shall cause such certificates to be delivered or mailed to such holders. Shareholders will not receive any fractional Mosaic Shares. Any fractional Mosaic Shares will be rounded down to the nearest whole number and Shareholders will not receive any compensation in lieu thereof.

No new share certificates shall be issued with respect to the New Common Shares of the Company issued in connection with the Arrangement. Rather, after the Effective Date, share certificates representing, on their face, Common Shares of the Company shall for all purposes be deemed to be share certificates representing New Common Shares.

Dissent Rights

Registered Shareholders are entitled to exercise BC Dissent Rights by providing written notice to the Company at or before 10:00 a.m. (Vancouver time) on December 7, 2018 (or on the Business Day that is two Business Days immediately preceding any adjourned or postponed Meeting) in the manner described under the heading “*BC Dissent Rights*”. If a Registered Shareholder exercises BC Dissent Rights in strict compliance with the BCBCA and Interim Order and the Arrangement is completed, such BC Dissenting Shareholder is entitled to be paid the “fair value” of the Common Shares with respect to which the BC Dissent Rights were exercised, as calculated immediately before the passing of the Arrangement Resolution. Only Registered Shareholders are entitled to exercise BC Dissent Rights. Shareholders should carefully read the section of this Circular entitled “*BC Dissent Rights*” and consult with their advisors if they wish to exercise BC Dissent Rights.

Canadian Securities Laws Matters

The securities of the Company and Mosaic to be distributed to Shareholders pursuant to the Arrangement will be distributed pursuant to exemptions from the registration and prospectus requirements contained in applicable provincial securities legislation in Canada. Under applicable provincial securities laws, the New Common Shares and Mosaic Shares may be resold in Canada without hold period restrictions, provided that the sale is not a “control distribution” as defined by applicable securities laws, no unusual effort is made to prepare the market or create a demand for the securities, no extraordinary commission or consideration is paid in respect of the sale and, if the selling securityholder is an insider or officer of the Company or Mosaic, as applicable, such securityholder has no reasonable grounds to believe that the Company or Mosaic, as the case may be, is in default of securities legislation.

See further details under the section entitled "*Certain Securities Law Matters – Canadian Securities Laws*".

Certain Canadian Income Tax Considerations

A summary of certain Canadian federal income tax considerations for Shareholders who participate in the Arrangement is set out under the heading "*Certain Canadian Federal Income Tax Considerations*".

Shareholders should carefully review the tax considerations applicable to them under the Arrangement and are urged to consult their own legal, tax and financial advisors in regard to their particular circumstances.

Risk Factors

Shareholders should be aware that there are various known and unknown risk factors in connection with the Arrangement and the ownership of New Common Shares and Mosaic Shares following the completion of the Arrangement. Shareholders should carefully consider the risks identified in this Circular and in Schedules H and L under the headings "Risk Factors" and before deciding whether or not to approve the Arrangement Resolution.

APPOINTMENT AND REVOCATION OF PROXY

The persons named in the Proxy are directors and/or officers of the Company. **A registered Shareholder who wishes to appoint some other person to serve as their representative at the Meeting may do so by striking out the printed names and inserting the desired person's name in the blank space provided.** The completed Proxy should be delivered to AST Trust Company ("AST") by **10:00 a.m.** (local time in Vancouver, British Columbia) on **Friday, December 7, 2018**, or prior to 48 hours (excluding Saturdays, Sundays and holidays) before any adjournment of the Meeting at which the Proxy is to be used.

The Proxy may be revoked by:

- a) signing a proxy with a later date and delivering it at the time and place noted above;
- b) signing and dating a written notice of revocation and delivering it to AST, or by transmitting a revocation by telephonic or electronic means, to AST, at any time up to and including the last business day preceding the day of the Meeting, or any adjournment of it, at which the Proxy is to be used, or delivering a written notice of revocation and delivering it to the Chair of the Meeting on the day of the Meeting or adjournment of it; or
- c) attending the Meeting or any adjournment of the Meeting and registering with the scrutineer as a Shareholder present in person.

Provisions Relating to Voting of Proxies

The shares represented by Proxy in the form provided to Shareholders will be voted or withheld from voting by the designated holder in accordance with the direction of the registered Shareholder appointing him. If there is no direction by the registered Shareholder, those shares will be voted for all proposals set out in the Proxy and for the election of directors and the appointment of the auditors as set out in this Circular. The Proxy gives the person named in it the discretion to vote as such person sees fit on any amendments or variations to matters identified in the Notice of Meeting, or any other matters which may properly come before the Meeting. At the time of printing of this Circular, the management of the Company (the "**Management**") knows of no other matters which may come before the Meeting other than those referred to in the Notice of Meeting.

Important Advice to Beneficial Holders of Common Shares

The information set forth in this section is of importance to many Shareholders, as a substantial number of Shareholders do not hold common shares in their own name. Shareholders who hold their common shares through their brokers, intermediaries, trustees or other persons, or who otherwise do not hold their common shares in their own name (referred to herein as "**Beneficial Shareholders**") should note that only proxies deposited by Shareholders who appear on the records maintained by the Company's registrar and transfer agent as registered holders of common shares will be recognized and acted upon at the Meeting. If common shares are listed in an account statement provided to a Beneficial Shareholder by a broker, then those common shares will, likely, not be registered in the Shareholder's name. Such common shares will more likely be registered under the name of the Shareholder's broker or an agent of that broker. In Canada, the vast majority of such shares are registered under the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc., which acts as nominee for many Canadian brokerage firms). In the United States, the vast majority of such common shares are registered under the name of Cede & Co., the registration name for The Depository Trust Company, which acts as nominee for many United States brokerage firms. Common shares held by brokers (or their agents or nominees) on behalf of a broker's client can only be voted or withheld at the direction of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting shares for the broker's clients. **Therefore, each Beneficial Shareholder should ensure that voting instructions are communicated to the appropriate person well in advance of the Meeting.**

Existing regulatory policy requires brokers and other intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholder meetings. The various brokers and other intermediaries have their own mailing procedures and provide their own return instructions to clients, which should be carefully followed by Beneficial Shareholders to ensure that their common shares are voted at the Meeting. The form of instrument of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is substantially like the instrument of proxy provided directly to registered Shareholders by the Company. However, its purpose is limited to instructing the registered Shareholder (i.e., the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder. A majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions Inc. ("**Broadridge**") in Canada. Broadridge typically prepares a machine-readable voting instruction form ("**VIF**"), mails those forms to Beneficial Shareholders and asks Beneficial Shareholders to return the VIFs to Broadridge, or otherwise communicate voting instructions to Broadridge (by way of the internet or telephone, for example). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting. **A Beneficial Shareholder who receives a Broadridge VIF cannot use that form to vote common shares directly at the Meeting. The VIFs must be returned to Broadridge (or instructions respecting the voting of common shares must otherwise be communicated to Broadridge) well in advance of the Meeting to have the common shares voted. If you have any questions respecting the voting of common shares held through a broker or other intermediary, please contact that broker or other intermediary for assistance.**

The Notice of Meeting, Circular, Proxy and VIF, as applicable, are being provided to both registered Shareholders and Beneficial Shareholders. Beneficial Shareholders fall into two categories - those who object to their identity being known to the issuers of securities which they own ("**OBOs**") and those who do not object to their identity being made known to the issuers of the securities which they own ("**NOBOs**"). Subject to the provisions of National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), issuers may request and obtain a list of their NOBOs from intermediaries directly or via their transfer agent and may obtain and use the NOBO list for the distribution of proxy-related materials directly (not via Broadridge) to such NOBOs. If you are a Beneficial Shareholder and the Company or its agent has sent these materials directly to you, your name, address and information about your holdings of common shares have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding the common shares on your behalf.

Pursuant to the provisions of NI 54-101, the Company is providing the Notice of Meeting, Circular and Proxy or VIF, as applicable, to both registered owners of the securities and non-registered owners of the securities. If you are a non-registered owner, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf. By choosing to send these materials to you directly, the Company (and not the intermediary holding common shares on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the VIF. As a result, if you are a non-registered owner of the securities, you can expect to receive a scannable VIF from AST. Please complete and return the VIF to AST in the envelope provided or by facsimile. In addition, telephone voting and internet voting instructions can be found on the VIF. AST will tabulate the results of the VIFs received from the Company's NOBOs and will provide appropriate instructions at the Meeting with respect to the common shares represented by the VIFs they receive.

The Company's OBOs can expect to be contacted by Broadridge or their brokers or their broker's agents as set out above. The Company does not intend to pay for intermediaries to deliver the Notice of Meeting, Circular and VIF to OBOs and accordingly, if the OBO's intermediary does not assume the costs of delivery of those documents if the OBO wishes to receive them, then the OBO may not receive the documentation.

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting common shares registered in the name of his broker, a Beneficial Shareholder may attend the Meeting as proxyholder for the registered Shareholder and vote the common shares in that capacity. NI 54-101 allows a Beneficial Shareholder who is a NOBO to submit to the Company or an applicable intermediary any document in writing that requests that the NOBO or a nominee of the NOBO be appointed as the NOBO's proxyholder. If such a request is received, the

Company or an intermediary, as applicable, must arrange, without expenses to the NOBO, to appoint such NOBO or its nominee as a proxyholder and to deposit that proxy within the time specified in this Circular, provided that the Company or the intermediary receives such written instructions from the NOBO at least one business day prior to the time by which proxies are to be submitted at the Meeting, with the result that such a written request must be received by 10:00 a.m. (Vancouver, British Columbia time) on the day which is at least three business days prior to the Meeting. **A Beneficial Shareholder who wishes to attend the Meeting and to vote their common shares as proxyholder for the registered Shareholder, should enter their own name in the blank space on the VIF or such other document in writing that requests that the NOBO or a nominee of the NOBO be appointed as proxyholder and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker.**

All references to Shareholders in the Notice of Meeting, Circular and the accompanying Proxy are to registered Shareholders of the Company as set forth on the list of registered Shareholders of the Company as maintained by the registrar and transfer agent of the Company, AST, unless specifically stated otherwise.

Financial Statements

The audited financial statements of the Company for the Company's fiscal years ending July 31, 2017 and 2016 the report of the auditor thereon and the related management's discussion and analysis were filed on SEDAR at www.sedar.com on November 28, 2017. The financial statements and management's discussion and analysis will be available at the Meeting and will be tabled. No resolution is required.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

As at November 7, 2018, the Company's authorized share capital consists of an unlimited number of common shares of which 63,922,117 common shares are issued and outstanding. All common shares in the capital of the Company carry the right to one vote

Shareholders registered as at November 7, 2018, are entitled to attend and vote at the Meeting. Shareholders who wish to be represented by proxy at the Meeting must, to entitle the person appointed by the Proxy to attend and vote, deliver their Proxies at the place and within the time set forth in the notes to the Proxy.

To the knowledge of the directors and executive officers of the Company, as of the date of this Circular, no persons beneficially own, directly or indirectly, or exercise control or direction over, 10% or more of the issued and outstanding common shares of the Company.

As of the date hereof, the directors and officers, as a group, own beneficially, directly or indirectly, 7,433,454 Common Shares of the Company, representing 11.62% of the currently issued and outstanding Common Shares.

ELECTION OF DIRECTORS

The directors of the Company are elected annually and hold office until the next annual general meeting of the Shareholders or until their successors are elected or appointed. Management proposes to nominate the persons listed below for election as directors of the Company to serve until their successors are elected or appointed. In the absence of instructions to the contrary, Proxies given pursuant to the solicitation by Management will be voted for the nominees listed in this Circular. Management does not contemplate that any of the nominees will be unable to serve as a director. At the Meeting, Shareholders will be asked to pass an ordinary resolution to set the number of directors for the ensuing year at four and to elect the directors named below.

The following table sets out the names of the management's nominees for election as directors, the offices they presently hold within the Company, their occupations, the length of time they have served as directors of the Company, and the number of shares of the Company which each beneficially owns, directly or indirectly, or over which control or direction is exercised, as of the date of this Circular. The information as to principal occupation,

business or employment and Common Shares beneficially owned or controlled is not within the knowledge of the management of the Company and was furnished by the respective nominees and from insider reports available at www.sedi.ca. Each nominee has held the same or similar principal occupation with the organization indicated or a predecessor thereof for the last five years.

Name, Positions within the Company 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, President and CEO of the Company. Previously Vice President and CFO of Merrex Gold Inc.	2017	2,400,000 (3.75 %)
Maurice Giroux Chief Operating Officer Quebec, Quebec	Geologist, VP Exploration and COO of the Company	2009	3,326,095 ⁽²⁾ (5.20 %)
John Ryan ⁽¹⁾ Director Simcoe, Ontario	President of Nchange Enterprise Ltd.; President & CEO of Spruce Ridge Resources Ltd.	2009	554,859 ⁽³⁾ (0.87 %)
Jean François Lalonde ⁽¹⁾ Director, Chief Financial Officer Montreal, Québec	International Relations Advisor, Bouygues Travaux Publics	2011	1,152,500 ⁽⁶⁾ (1.80 %)

Notes:

- (1) Member of the audit committee.
- (2) Includes 1,672,065 common shares held indirectly.
- (3) Includes 54,280 common shares held indirectly.

No proposed director is being elected under any arrangement or understanding between the proposed director and any other person or company.

Director Biographies

John Cumming – President, Chief Executive Officer and Director

Mr. Cumming is a barrister and solicitor and corporate executive with over 40 years' experience in the public company sector. Mr. Cumming holds a BA and LLB from the University of British Columbia and a Master of Law specializing in Corporate and Commercial Law from Kings College, University of London. He has been active in the Canadian securities markets and resource exploration sector since 1978. Mr. Cumming practiced exclusively as a corporate finance, securities and mining lawyer from 1978 until 1992 as the senior securities and mining law partner at a mid-sized Vancouver law firm. Mr. Cumming is currently a director of Molari Energy Inc. and Mosaic Minerals Corp.

Maurice Giroux – Director

Mr. Giroux is a geologist with over 40 years of experience in mineral exploration on the international scene, and more particularly in West Africa where he has been active for the past 21 years. He was notably involved in the discovery of three gold and diamond mines that are under commercial development today. He also contributed to a vast international project that led to the mapping of two-thirds of Guinea's geology and he co-authored a comprehensive study of the country's mining potential. His expertise and extensive experience have allowed him to

establish and cultivate sound business relationships in several West African countries. Mr. Giroux is also a director of Mosaic Minerals Inc.

John Ryan - Director

John A. Ryan is a Chartered Professional Accountant with 35 years of corporate and financial management experience. He is the President of Nichange Enterprises Ltd., a financial consulting company. In December 2000, Mr. Ryan became President, CEO and Director of Spruce Ridge Resources Ltd. Mr. Ryan is also CFO of Jourdan Resources Inc.

Jean François Lalonde - Director

Jean François Lalonde is a civil engineer by profession with more than 30 years of international experience working for major engineering multinationals such as SNC-Lavalin and Bouygues Travaux Publics. He has specialized 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.

Corporate Cease Trade Orders or Bankruptcies

No director or proposed director of the Company is, or within the ten years prior to the date of this Circular has been, a director or executive officer of any company, including the Company, that while that person was acting in that capacity:

- (a) was the subject of a cease trade order or similar order or an order that denied the company access to any exemption under securities legislation for a period of more than 30 consecutive days; or
- (b) was subject to an event that resulted, after the director ceased to be a director or executive officer of the company being the subject of a cease trade order or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days; or
- (c) 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.

Individual Bankruptcies

No director or proposed director of the Company has, within the ten years prior to the date of this Circular, become bankrupt or made a proposal under any legislation relating to bankruptcy or insolvency, or been 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 that individual.

Penalties or Sanctions

None of the proposed directors have been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority, have entered into a settlement agreement with a securities regulatory authority or have been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable security holder making a decision about whether to vote for the proposed director.

EXECUTIVE COMPENSATION

See Form 51-102F6 *Statement of Executive Compensation* appended hereto as Schedule A.

STOCK OPTION PLANS AND OTHER INCENTIVE PLANS

The Company's incentive stock option plan (the "**Stock Option Plan**") was approved at the Company's Annual General Meeting held on July 27, 2017. The Stock Option Plan provides that the maximum aggregate number of Plan Shares that may be reserved for issuance under the Plan at any point in time is 10% of the outstanding shares at the time Plan Shares are reserved for issuance.

The Stock Option Plan is administered by the Board of Directors and enables the Company and provides for grants of options to directors, executive officers, employees of and consultants to the Company at the discretion of the Board. The term of any options granted under the Stock Option Plan is fixed by the Board of Directors and may not exceed ten (10) years. The exercise price of options granted under the Stock Option Plan will be determined by the Board of Directors, but the exercise price must not be less than the lowest price permitted by the TSX-V. Any options granted pursuant to the Stock Option Plan will terminate at the end of the period of time (to be determined in each instance by the Board of Directors at the time of grant, such period of time to not be in excess of one year after the option holder ceasing to act as a director, executive officer, employee or consultant of the Company or any of its affiliates, unless such cessation is on account of death, disability or termination of employment with cause). If such cessation is because of disability or death, the options terminate on the first anniversary of such cessation, and if it is on account of termination of employment with cause, the options terminate immediately. The Stock Option Plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision, conversion or exchange of the Company's shares. The directors of the Company may, at its discretion at the time of any grant, impose a schedule over which period of time the option will vest and become exercisable by the optionee.

Subject to the approval of any stock exchange on which the Company's securities are listed, the Board may terminate, suspend or amend the terms of the Stock Option Plan, provided that the Board may not do any of the following without obtaining, within twelve (12) months either before or after the Board's adoption of a resolution authorizing such action, Shareholder approval, and, where required, disinterested Shareholder approval, or by the written consent of the holders of a majority of the outstanding securities of the Company entitled to vote:

1. increase the aggregate number of common shares which may be issued under the Stock Option Plan;
2. materially modify the requirements as to the eligibility for participation in the Stock Option Plan which would have the potential of broadening or increasing Insider participation;
3. add any form of financial assistance or any amendment to a financial assistance provision which is more favourable to participants under the Stock Option Plan;
4. add a cashless exercise feature, payable in cash or securities, which does not provide for a full deduction of the number of underlying securities from the Stock Option Plan reserve; and
5. materially increase the benefits accruing to participants under the Stock Option Plan.

However, the Board may amend the terms of the Stock Option Plan to comply with the requirements of any applicable regulatory authority without obtaining Shareholder approval, including:

1. amendments to the Stock Option Plan of a housekeeping nature;
2. a change to the vesting provisions of a security or the Stock Option Plan; and

3. a change to the termination provisions of a security or the Stock Option Plan which does not entail an extension beyond the original expiry date.

EQUITY COMPENSATION PLAN INFORMATION

The following table sets out those securities of the Company which have been authorized for issuance under equity compensation plans, as at the end of the most recently completed financial year:

Equity Compensation Plan Category (Approved or not approved by the securityholders)	Number of securities to be issued upon exercise of outstanding options, warrants and rights ⁽¹⁾ (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))
Approved	5,042,000	0.05	1,350,212
Not approved	Nil	N/A	Nil
Total	5,042,000		1,350,212

Note 1: Warrants and rights do not form part of the Company's equity compensation

Indebtedness of Directors and Executive Officers

None of the current or former directors, executive officers, employees of the Company, the proposed nominees for election to the Board, or their respective associates or affiliates, are or have been indebted to the Company since the beginning of the last completed financial year of the Company.

Interest of Certain Persons or Companies in Matters to be Acted Upon

Other than as set out herein, no director or executive officer of the Company or any proposed nominee of Management of the Company for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, since the beginning of the Company's last financial year in matters to be acted upon at the Meeting, other than the election of directors, the approval of the Stock Option Plan and the Proposed Transaction. See also the heading "The Proposed Transaction" for additional disclosure.

Interest of Informed Persons in Material Transactions

None of the persons who were directors or executive officers of the Company or a subsidiary at any time during the Company's last completed financial year, the proposed nominees for election to the board of directors of the Company, any person or company who beneficially owns, directly or indirectly, or who exercises control or direction over (or a combination of both) more than 10% of the issued and outstanding common shares of the Company, nor the associates or affiliates of those persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any transaction or proposed transaction which has materially affected or would materially affect the Company.

EMPLOYMENT, CONSULTING AND MANAGEMENT AGREEMENTS

John Cumming and Maurice Giroux have executive management services agreements with the Company. See Form 51-102F6 *Statement of Executive Compensation* attached as Schedule A for more details.

AUDIT COMMITTEE INFORMATION

Audit Committee Charter

The Audit Committee has a formal charter, the text of which is attached to this Circular as Schedule B. The Audit Committee Charter sets out the mandate and responsibilities of the Audit Committee that the Board revised after careful consideration of NI 52-110.

Composition of Audit Committee

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

The Audit Committee is comprised of three directors, one of which is independent under N1 52-110. All the members of the Committee are "financially literate" and are able 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 Company'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 35 years of corporate and financial management experience has been the President of Nicheange 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 Jourdan Resources Inc. (TSX-V listed) and director of other public companies listed on the TSX Venture exchange.

Jean François Lalonde is a civil engineer with more than 25 years of international experience working for major engineering multinationals including SNC-Lavalin and Bouygues Travaux Publics where he is currently an International Relations Consultant. He has specialized knowledge of markets in the Middle East, United States, Canada and Africa, where he has 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 a mid-sized Vancouver law firm 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. From 2005 to 2017 Mr. Cumming was Vice-President and CFO of Merrex Gold Inc. which in joint venture with IAMGOLD Corporation found the Diakha gold deposit in West Mali. In 2017 IAMGOLD Corporation acquired Merrex Gold in a \$43 million share exchange transaction.

Audit Committee Oversight

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

Reliance on Certain Exemptions

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

The Company relies upon the exemption in section 6.1 of NI 52-110. The Company is a "venture issuer" as defined in NI 52-110 and is relying on the exemption in section 6.1 of NI 52-110 relating to Part 3 (Composition of Audit Committee) since not all members of the Audit Committee are independent and Part 5 (Reporting Obligations) since the Company does not file an annual information form.

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 NI 52-110, the engagement of non-audit services is considered by the Company's board, and where applicable by the Audit Committee, on a case-by-case basis.

External Auditor Service Fees

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

	2017 Fiscal Year	2016 Fiscal Year
Audit Fees ⁽¹⁾	\$ 17,500	\$ 23,500
Audit-Related Fees ⁽²⁾	-	-
Tax Fees ⁽³⁾	-	-
Other ⁽⁴⁾	-	-
Total	\$ 17,500	\$ 23,500

Notes:

- (1) Audit fees are fees billed by the Company's external auditor for services provided in auditing the Company'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 Company'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

National Instrument 58-101, *Disclosure of Corporate Governance Practices*, requires all reporting issuers to provide certain annual disclosure of their corporate governance practices with respect to the corporate governance guidelines (the "**Guidelines**") adopted in National Policy 58-201. These Guidelines are not prescriptive but have been used by the Company in adopting its corporate governance practices. The Board and senior management of the Company consider good corporate governance to be an integral part of the effective and efficient operation of Canadian corporations. The Company's approach to corporate governance is set out below.

Board of Directors

Management is nominating four individuals to the Company's Board, all of whom are current directors of the Company.

The Guidelines suggest that the board of directors of every reporting issuer should be constituted with a majority of individuals who qualify as "independent" directors under NI 52-110, which provides that a director is independent if he or she has no direct or indirect "material relationship" with the Company. The "material relationship" is defined as a relationship which could, in the view of the Company's Board, reasonably interfere with the exercise of a director's independent judgement. Of current members of the Board, only John Ryan is considered "independent" within the meaning of NI 52-110 and John Cumming, CEO, Maurice Giroux, COO and Jean François Lalonde, CFO are not considered to be "independent" within the meaning of NI 52-110.

The Board has a stewardship responsibility to supervise the management of and oversee the conduct of the business of the Company, provide leadership and direction to Management, evaluate Management, set policies appropriate for the business of the Company and approve corporate strategies and goals. The day- to-day management of the business and affairs of the Company is delegated by the Board to the President and CEO and operations to Maurice Giroux, the COO. The Board gives direction and guidance through the President to Management and will keep Management informed of its evaluation of the senior officers in achieving and complying with goals and policies established by the Board.

The Board recommends nominees to the Shareholders for election as directors, and immediately following each annual general meeting appoints an Audit Committee and Compensation Committee and the chairperson of each committee. The Board establishes and periodically reviews and updates the Audit Committee mandates, duties and responsibilities, elects a chairperson of the Board and establishes his or her duties and responsibilities, appoints the CEO, CFO and President of the Company and establishes the duties and responsibilities of those positions and on the recommendation of those positions and on the recommendation of both the CEO and the President, appoints the senior officers of the Company and approves the senior management structure of the Company.

The Board exercises its independent supervision over management by its policies that (a) periodic meetings of the Board be held to obtain an update on significant corporate activities and plans; and (b) all material transactions of the Company are subject to prior approval of the Board. The Board shall meet not less than three times during each year and will endeavour to hold at least one meeting in each fiscal quarter. The Board will also meet at any other time at the call of the CEO, or subject to the Articles of the Company, of any director.

The mandate of the Board is to manage or supervise management of the business and affairs of the Company and to act with a view to the best interests of the Company. In doing so, the Board oversees the management of the Company's affairs directly and through its committees.

Directorships

The following directors of the Company are also directors of other reporting issuers as stated below:

Name of Director	Name of Other Reporting Issuer	Position with Other Reporting Issuer
John Ryan	Spruce Ridge 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	Molori Energy Inc.	Director

Orientation and Continuing Education

The Company 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 Company, technical reports and internal financial

information. The Company 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 Company's operations. Board members have full access to the Company's records.

Ethical Business Conduct

The Company 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 Company'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 statutory conflict of interest provisions as well as the relevant securities regulatory instruments and individual directors must exercise independent judgment in considering transactions and agreements in respect of which a director or executive officer has a material interest.

The Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board in which the director has an interest have been sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Nomination of Directors

The Board considers its size each year when it considers the number of directors to recommend to the Shareholders for election at the annual meeting of Shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of view and experience.

The Board does not have a nominating committee, and these functions are currently performed by the Board as a whole. However, if there is a change in the number of directors required by the Company, this policy will be reviewed.

Compensation Committee

The Compensation Committee is a committee comprised of three directors whose primary purpose is to enable the Company to recruit, retain and motivate employees and ensure conformity between compensation and other corporate objectives and review and recommend for Board consideration, all compensation packages, both present and future, for the Company's management and directors (including annual retainer, meeting fees, bonuses and option grants) including any severance packages. Given the small size of the Company's Board, the members are all officers of the Company and are not independent directors.

Members of the Compensation Committee shall be appointed or reappointed at the meeting of the Board following the Company's annual general meeting and from among the appointees to the Compensation Committee, the Board shall appoint a chairperson (the "**Compensation Committee Chairperson**"). The duties of the Compensation Committee Chairperson include overseeing the proper functioning of the Compensation Committee to ensure the proper discharge of its duties, to schedule meetings and to ensure timely reporting to the Board.

The Compensation Committee will meet as often as may be necessary or appropriate in its judgment.

In exercising its mandate, the Compensation Committee sets the standards for the compensation of directors, employees and officers based on industry data and with the goal to attract, retain and motivate key persons to

ensure the long-term success of the Company. Compensation generally includes the three (3) following components: base salary, annual bonus based on performance and grant of stock options. The Compensation Committee considers the international nature of its mineral exploration and development activities and increased competition in the market for its key personnel while also taking into account the performance and objectives set forth for the Company.

The Compensation Committee is accountable to the Board and reports to the Board at its next regular meeting all deliberations and actions it has taken since any previous report. Minutes of Compensation Committee meetings will be available for review by any member of the Board on request to the Compensation Committee Chairperson.

The members of the Compensation Committee are John Cumming, Maurice Giroux and Jean François Lalonde.

Other Board Committees

The Board has no committees, other than the Audit Committee and Compensation Committee.

Assessments

The Board of the Company 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 due to 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 not necessary.

APPOINTMENT OF AUDITOR

At the Meeting, Shareholders will be asked to pass a resolution appointing Morgan & Company LLP ("**Morgan**") of Suite 1630 – 609 Granville Street, Vancouver, British Columbia, V7Y 1A1 as the auditor of the Company, to hold office until the next annual meeting of Shareholders and to authorize the Board to fix the remuneration to be paid to Morgan. Morgan was appointed as the Company's auditor effective September 18, 2017 following the resignation of Raymond Chabot Grant Thornton, Chartered Professional Accountants, at the Company's request.

As required by Section 4.11 of National Instrument 51-102 - *Continuous Disclosure Obligations*, attached as Schedule N to this Circular are copies of the following documents which were filed with the applicable securities regulatory authorities in connection with the change of auditor described above, and are available on the Company's SEDAR profile at www.sedar.com:

1. Notice of Change of Auditor dated September 18, 2017;
2. Letter from Morgan dated September 18, 2017; and
3. Letter from Raymond Chabot Grant Thornton, Chartered Professional Accountants, dated September 18, 2017.

PARTICULARS OF MATTERS TO BE ACTED UPON

Confirming Stock Option Plan

Shareholders are being asked to confirm approval of the Company's stock option plan (the "**Stock Option Plan**") which was previously approved by the Shareholders of the Company on June 26, 2017. There have been no changes to the Stock Option Plan since it was adopted by the directors. The Stock Option Plan is subject to approval by the TSX-V.

The following information is intended as a brief description of the Stock Option Plan and is qualified in its entirety by the full text of the Stock Option Plan, which will be available for review at the Meeting. All capitalized terms in this section are as defined in the Company's Stock Option Plan.

1. The maximum aggregate number of shares that may be issued upon the exercise of stock options granted under the Stock Option Plan shall not exceed 10% of the total number of issued and outstanding shares on a non-diluted basis. The Option Price under each Option shall not be less than the Discounted Market Price on the Grant Date.
2. The number of Shares which may be issuable under the Stock Option Plan and all of the Company's other previously established or proposed share compensation arrangements, within a one-year period:
 - (a) to all Insiders shall not exceed 10% of the total number of issued and outstanding shares on a non-diluted basis;
 - (b) to any one Optionee, shall not exceed 5% of the total number of issued and outstanding shares on the Grant Date on a non-diluted basis;
 - (c) to any one Consultant shall not exceed 2% in the aggregate of the total number of issued and outstanding shares on the Grant Date on a non-diluted basis; and
 - (d) to all Eligible Persons who undertake Investor Relations Activities shall not exceed 2% in the aggregate of the total number of issued and outstanding shares on the Grant Date on a non-diluted basis, which Options are to be vested in stages over a one-year period and no more than one-quarter (1/4) of such Options may be vested in any three (3) month period.
3. Any Unissued Option Shares not acquired by an Optionee under an Option which has expired, and any Option Shares acquired by an Optionee under an Option when exercised, may be made the subject of a further Option granted pursuant to the provisions of the Stock Option Plan. The Expiry Date for each Option shall be set by the Board at the time of issue of the Option and shall not be more than ten years after the Grant Date.
4. If the Optionee ceases to be an Eligible Person (other than by reason of death or for cause) the Option then held by the Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of the Expiry Date and the date which is 90 days (30 days if the Optionee was engaged in Investor Relations Activities) after the Optionee ceases to be an Eligible Person.

The Board retains the discretion to impose vesting periods on any options granted. In accordance with the policies of the TSX-V, stock options granted to consultants performing investor relations services must vest in stages over a minimum of 12 months with no more than one-quarter of the stock options vesting in any three-month period.

An ordinary resolution is sought.

Sale of the Opawica Project to Mosaic

See "Sale of Opawica Mineral Claims" for details relating to the Sale of the Opawica Project to Mosaic.

Continuation

See "*Continuation*" for details relating to the Continuation.

The Arrangement

See "*The Arrangement*" for details relating to the Arrangement.

SALE OF OPAWICA MINERAL CLAIMS

The Company is proposing to sell the Opawica Project, to Mosaic in exchange for 7,200,000 Mosaic Shares (the "**Consideration Shares**") plus a 2% net smelter returns royalty ("**NSR**") from production and sale of all minerals from the Opawica Project (one-half of which may be repurchased by Mosaic for \$1,000,000) (the "**Proposed Transaction**").

Relevant Background

Since restructuring its management team in January 2017, the Company has raised approximately \$1,700,000 in equity and debt financing. During that same period, 100% of the Company's property expenditures (except approximately \$3,000 paid to the Quebec government for filing fees and taxes for the Opawica Project) were spent developing the Company's Guinea Assets including construction of a 150 tonnes per day gravity mill.

Management reviewed and considered the Opawica Project and concluded that it was a non-core asset. Management further determined that: (a) the importance of the Guinea Assets as the Company's primary or core asset was of such importance that all the Company's available financial resources should be devoted to it, and b) there should be no further dilution of Shareholders' equity due to funding early stage, grassroots exploration of the Opawica Project.

The result of these decisions was that no further exploration would be conducted at the Opawica Project. The directors also considered whether it might be advisable to simply hold the Opawica Project and revisit the exploration moratorium decision at future time and decided that it was financially unwise to continue incurring annual holding and maintenance costs for a dormant asset for an indeterminate period.

Subsequent efforts to sell or joint venture the Opawica Project were not successful.

The Board considered the fact that if no steps were taken to preserve and protect the Opawica Project, then the Company would forfeit the mineral claims for failure to conduct the necessary minimum annual exploration, and the Company and its shareholders would not recoup of any of the Company's prior exploration expenditures.

The Board determined that the best option for the Company and the Shareholders was for Maurice Giroux and John Cumming, both officers and directors of the Company, to form a new company, Mosaic, and for Mosaic to acquire the Opawica Project for a fair value which would be paid in Mosaic Shares.

Summary of the Transaction

The Company proposes to sell the Opawica Project in exchange for the Consideration Shares and the NSR pursuant to the Purchase Agreement. Pursuant to the Modification Agreement, the Company agreed to close the Proposed Transaction in escrow pending approval of the Proposed Transaction by the Company's Shareholders at the Meeting.

Assuming the Arrangement completes, the Company will distribute 2,000,000 of the Consideration Shares to the Shareholders. For further details please see "*The Arrangement*". Pursuant to the Purchase Agreement, it is a condition precedent to the Proposed Transaction that Mosaic will have completed a financing of not less than \$200,000 at a price of not less than \$0.05 per Mosaic Share. To date, Mosaic has issued 5,546,250 shares raising \$290,800. After closing of the financing and assuming completion of the Proposed Transaction Mosaic's share capital will be as follows:

	Capital structure
Founders Shares (held by John Cumming, Maurice Giroux and Jacques Trottier)	6,000,000 (32.00%)
Issued on Financing	5,546,250 (29.59%)
Issued to Stellar for Opawica Acquisition	7,200,000 (38.41%)
Total Shares Issued Post Acquisition and Financing	18,746,250 (100%)

Considerations when Evaluating the Proposed Transaction

The Opawica Project was acquired by the Company in November 2013 by staking with only government filing fees being incurred. At the time of acquisition, the Opawica Project consisted of 80 claims. At renewal time, the number of claims comprising the Opawica Project was reduced to 29 claims based on lack of positive results from previous works.

The Company's total historical exploration expenditures on the Opawica Project are approximately \$360,000 compared to over \$8,000,000 of exploration and development in Guinea including the approximately \$1,700,000 in equity and debt financing raised since January 2017 which was spent on the Guinea Assets. The Opawica Project is not material to the Company.

Since acquisition of the Opawica Project, the Company has conducted an airborne magnetic/VLF survey (2014), geological compilation and interpretation (2015, 2016) and ground reconnaissance (2017). The Opawica Project is still an early-stage exploration asset. It has no known discovery, no defined drill targets and no resource or reserve. As such it is of indeterminate or 'soft' value and is not capable of any formal valuation other than to consider the cost of the historical exploration expenditures.

If the Proposed Transaction is consummated, the Company will receive in share value an amount equal to 100% of its aggregate historical exploration expenditures. The value of the Consideration Shares is supported by the concurrent Mosaic Private Placement.

In addition to the Consideration Shares, the Company will retain the NSR. This additional consideration provides a potential long-term upside benefit for the Shareholders should a discovery be made in the future.

At the time of execution of the Purchase Agreement, three of the Company's directors controlled 100% of Mosaic. However, per the above issued capital table, after closing of the Proposed Transaction that percentage will be reduced to approximately 32% of the total issued and outstanding Mosaic Shares with the Company holding approximately 38% and other Mosaic shareholders holding approximately 30%.

The consideration for the Opawica Project was negotiated between Jean François Lalonde on behalf of the Company and John Cumming on behalf of Mosaic. Once the terms of the Proposed Transaction were settled, they were reviewed by the Board. The Company's Board is comprised of four directors. The two disinterested directors (Jean François Lalonde and John Ryan) approved the Proposed Transaction. Maurice Giroux and John Cumming, having declared their interest in the Proposed Transaction, abstained from voting on the matter.

Generally, mineral claims are considered assets. However, because of financial burden of the annual assessment work requirements in Quebec, the Opawica Project is a liability, because mineral claims are only assets when they are adding shareholder value through active exploration and development. Under applicable accounting principles, the Company is required to write down or write off exploration properties if it ceases to have plans to explore them. In the case of the Opawica Project, the Company must incur a minimum of \$27,300 of exploration expenditures annually to maintain the claims. As the Company has decided not to incur these expenditures, it was prudent for the

Company to complete the Proposed Transaction and allow Mosaic enough time to raise the necessary financing, conduct the required exploration work and file the supporting reports before the 2018 filing deadlines. If the assessment work is not completed, then the Company will forfeit the Opawica Project and the claims value will be written off.

Canadian Securities Considerations

The Opawica transaction constitutes a related party transaction within the meaning of TSX-V policy 5.9 and MI 61-101 as two directors of the Company currently control Mosaic. The Company relied upon exemptions from the valuation and minority shareholder approval requirements of MI 61-101 contained in sections 5.5(a) and (b) and 5.7(1)(a) of MI 61-101, as the Company is not listed on a specified market and the fair market value of the Proposed Transaction does not exceed 25 per cent of the market capitalization of the Company, as determined in accordance with MI 61-101.

Required Shareholder Approval

The Proposed Transaction constitutes a "Reviewable Transaction" as defined in Policy 5.3 of the policies of the TSX-V. The Company has received conditional approval from the TSX-V for the Proposed Transaction subject to the Company receiving disinterested Shareholder approval to the Proposed Transaction.

An ordinary resolution of disinterested Shareholders is sought. Therefore, up to 5,726,095 Stellar shares owned by John Cumming and Maurice Giroux and their affiliates and associates will not be eligible for inclusion in this vote.

In order to pass the resolution approving the Proposed Transaction, a majority of the votes cast in person or by proxy by the Company's Shareholders, excluding all ballots from John Cumming and Maurice Giroux and their associates and affiliates, at the Meeting, or at any adjournment thereof, must vote in favour of the Proposed Transaction. The text of the resolution approving the Proposed Transaction to be voted on at the Meeting is set forth below:

"IT IS RESOLVED that:

1. The sale of all of the interest of Stellar AfricaGold Inc. (the "Company") in the Opawica Project (the "Proposed Transaction") pursuant to an asset purchase agreement (the "Agreement") dated June 28, 2018 and the Modification Agreement dated July 27, 2018 among the Company and Mosaic Minerals Inc. be and it is hereby approved.
2. Any one or more directors or officers of the Company is hereby authorized and directed, for and on behalf and in the name of the Company, to execute and deliver, under corporate seal of the Company or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions and the completion of the transactions contemplated in the Agreement in accordance with the terms thereof, including seeking the conditional and final approvals of the TSX Venture Exchange of the Proposed Transaction and the filing of all required documents under applicable stock exchange rules and corporate and securities laws.
3. Notwithstanding that this resolution has been passed, the directors of the Company are hereby authorized and empowered without further notice to or approval of the securityholders of the Company not to proceed with the Proposed Transaction or to revoke this resolution at any time prior to the closing of the Property Transaction becoming effective."

Recommendation of the Board of Directors

The Proposed Transaction has been approved by the members of the Board who are considered independent for the purposes of the transaction (the "**Independent Board Members**"). The Independent Board Members believe that the Proposed Transaction is in the best interest of the Company, and accordingly, the Independent Board

Members recommend that Shareholders of the Company vote “FOR” the Proposed Transaction resolution. Unless instructions are given to vote against the Proposed Transaction resolution, the persons whose names appear on the enclosed proxy form will vote FOR the approval of the Proposed Transaction resolution.

CONTINUATION

Currently the Company is governed by the CBCA. It is proposed that the Company continue from the federal laws of Canada under the CBCA to the laws of British Columbia under the BCBCA prior to implementing the Arrangement.

The Shareholders will be asked to consider and, if deemed appropriate, to approve and adopt a special resolution authorizing the Board, in their sole discretion, to apply for the discontinuance of the Company from the federal jurisdiction of Canada under the CBCA and to continue the Company to British Columbia under the BCBCA (the “**Continuance**”). The Continuance is subject to the Shareholders approving the Proposed Transaction and the Arrangement.

The Continuance will affect certain of the rights of Shareholders as they currently exist under the CBCA. **Shareholders should consult their legal advisors regarding implications of the Continuance which may be of particular importance to them.**

The BCBCA permits companies incorporated outside of British Columbia to be continued into British Columbia. On Continuance, the CBCA will cease to apply to the Company and the Company will thereupon become subject to the BCBCA, as if it had been originally incorporated as a British Columbia company. The Continuance will not create a new legal entity, affect the continuity of the Company or result in a change to its business or affect the share capital. The persons elected as directors by the Shareholders at the Meeting will continue to constitute the Board upon the Continuance becoming effective.

The BCBCA provides that when a foreign corporation continues under the BCBCA:

- (a) the property, rights and interests of the foreign corporation continue to be the property, rights and interests of the corporation;
- (b) the corporation continues to be liable for the obligations of the foreign corporation;
- (c) an existing cause of action, claim or liability to prosecution is unaffected;
- (d) a legal proceeding being prosecuted or pending by or against the foreign corporation may be prosecuted or its prosecution may be continued, as the case may be, by or against the corporation; and
- (e) a conviction against, or a ruling, order or judgement in favour of or against the foreign corporation may be enforced by or against the corporation.

In connection with the Continuance, the former Articles of Incorporation and By-Laws will be replaced by the Continuation Application, Notice of Articles and Articles. The Continuance will not affect the Company’s status as a listed company on the TSX Venture Exchange or as a reporting issuer under applicable securities legislation.

Reason for Continuance

The directors of the Company are of the view that it would be appropriate to continue the Company as a British Columbia company for various corporate and administrative reasons. They are of the view that the Continuance is in the best interest of the Company because there is certain flexibility in provisions of the BCBCA that they believe would benefit the Company. In order to complete the Arrangement, the Company will also need to continue under the BCBCA. Management of the Company believes that the Continuance it is in the best interest of the Company in order to facilitate the Arrangement under the BCBCA as described in this Circular.

Comparison of the CBCA and the BCBCA

The Company is currently governed by the CBCA and after the Continuance, the Company will be governed by the BCBCA. While the rights and privileges of shareholders of a CBCA company are, in many instances, comparable to those rights and privileges of shareholders of a BCBCA company, there are certain key differences. A summary of some of the principal differences and similarities of the CBCA and BCBCA are set out below.

This summary is not intended to be exhaustive and the Shareholders should consult their legal advisers regarding all of the implications of the Continuance. A copy of the BCBCA and a copy of the Company's proposed Notice of Articles and Articles are available for review at the registered and records office of the Company.

Charter Documents

Under the CBCA, the charter documents consist of: (i) the articles of the corporation which set forth, among other things, the name of the corporation, the province in which the corporation's registered office is located, the authorized share capital, and (ii) the by-laws which govern the management of the corporation. The articles are filed with Corporations Canada and the by-laws are filed only at the registered office.

Under the BCBCA, the charter documents consist of: (i) the notice of articles, which set forth, among other things, the name of the company, the company's registered and records office, and the authorized share structure, and (ii) the articles, which govern the management of the company. The notice of articles is filed with the Registrar of Companies and the articles are filed only at the records office.

In connection with the Continuance it is necessary that the Company adopt new Notice of Articles and Articles under the BCBCA. Accordingly, as part of the Continuance Resolution, Shareholders will also be asked to approve the adoption by the Company of the Notice of Articles and Articles, which comply with the requirements of the BCBCA, in substitution for the existing Articles of Incorporation and By-laws of the Company and any amendments thereto to date. The Continuance to British Columbia and the adoption of the Notice of Articles and the Articles will not result in any material changes to the constitution, powers or management of the Company, except as otherwise described herein.

Shareholders may request a copy of the new Articles prior to the Meeting by contacting the Company at its office at 4908 Pine Crescent, Vancouver, British Columbia V6M 3P6. The new Articles will also be available for review at the Meeting. If the Continuation is approved at the Meeting, a copy obtained on the Canadian Securities Administrators' System for Electronic Document Analysis and Retrieval (SEDAR) at www.sedar.com.

Choice of Resolutions for Corporate Actions

Under the CBCA, most fundamental changes require a special resolution passed by not less than two-thirds of the votes cast by the shareholders voting on the resolution authorizing the alteration and, where certain specified rights of the holders of a class or series of shares are affected differently by the alteration than the rights of the holders of other classes of shares, or in the case of holders of a series of shares, in a manner different from other shares of the same class, a special resolution passed by not less than two-thirds of the votes cast by the holders of shares of each class, or series, as the case may be, whether or not they are otherwise entitled to vote.

Under the BCBCA, fundamental changes such as a proposed amalgamation or continuation of a corporation out of the jurisdiction require a special resolution passed by at least two-thirds of the votes cast on the resolution by holders of shares of each class entitled to vote at a general meeting of the company. The BCBCA provides greater flexibility in the level of approval required for other matters, such as alterations to charter documents. The Company proposes to adopt the more flexible approach under the BCBCA in order to be able to react and adapt to changing business conditions. As a result, subject to the BCBCA, the proposed new Articles of the Company will provide that the following matters may be approved by a resolution of the board of directors:

- (a) creation of one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
- (b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares, or establish a maximum number of shares that the Company is authorized to issue out of any class or series for which no maximum is established;
- (c) alter the identifying name of any of its shares;
- (d) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;
- (e) if the Company is authorized to issue shares of a class of shares with par value:
 - (i) decrease the par value of those shares; or
 - (ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
- (f) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value; or
- (g) otherwise alter its shares or authorized share structure when required or permitted to do so by the BCBCA.

Sale of Undertaking

The CBCA requires approval of the holders of shares of each class or series of a corporation represented at a duly called meeting by not less than two-thirds of the votes cast upon a special resolution for a sale, lease or exchange of all or substantially all of the property of the corporation other than in the ordinary course of business of the corporation, and the holders of shares of a class or series are entitled to vote separately only if the sale, lease or exchange would affect such class or series in a manner different from the shares of another class or series entitled to vote.

Under the BCBCA, a company may sell, lease or otherwise dispose of all or substantially of the undertaking of the corporation if it does so in the ordinary course of its business or if it has been authorized to do so by a special resolution passed by the majority of votes that the articles of the company specify is required (being at least two-thirds and not more than three-quarters of the votes cast on the resolution) or, if the articles do not contain such a provision, a special resolution passed by at least two-thirds of the votes cast on the resolution. Under the new Articles proposed to be adopted by the Company, the special resolution will need to be passed by at least two-thirds of the votes cast on the resolution.

Rights of Dissent and Appraisal

Both the CBCA and the BCBCA contain similar dissent rights for shareholders who dissent to certain actions taken by the company, requiring the company to purchase shares held by such shareholder at the fair value of such shares upon the due exercise of such dissent rights. The procedures for exercise of the dissent remedies are different.

The BCBCA provides that shareholders who dissent to certain actions being taken by a corporation may exercise a right of dissent and require the corporation to purchase the shares held by such shareholder at the fair value of such shares. The dissent right is applicable in respect of:

- (a) a resolution to alter the articles to alter restrictions on the powers of the company or on the business it is permitted to carry on;

- (b) a resolution to adopt an amalgamation agreement;
- (c) a resolution to approve an amalgamation into a foreign jurisdiction;
- (d) a resolution to approve an arrangement, the terms of which arrangement permit dissent;
- (e) a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;
- (f) a resolution to authorize the continuation of the corporation into a jurisdiction other than British Columbia;
- (g) any other resolution, if dissent is authorized by the resolution; or
- (h) any court order that permits dissent.

The CBCA contains a similar dissent remedy, subject to certain qualifications. Regarding (b) and (c) above, under the CBCA, there is no right of dissent in respect of an amalgamation between a corporation and its wholly-owned subsidiary, or between wholly-owned subsidiaries of the same corporation. The CBCA also contains a dissent remedy where a corporation resolves to amend its Articles to add, change or remove any provisions restricting or constraining the issue, transfer or ownership of shares of a class.

Oppression Remedies

Under the BCBCA, a shareholder of a corporation has the right to apply to the court on the grounds that:

- a) the affairs of the corporation are being or have been conducted, or that the powers of the directors are being or have been exercised, in a manner oppressive to one or more of the shareholders, including the applicant; or
- b) some act of the corporation has been done or is threatened, or that some resolution of the shareholders or of the shareholders holding shares of a class or series of shares has been passed or is proposed, that is unfairly prejudicial to one or more of the shareholders, including the applicant.

On such an application, the court may make any interim or final order it considers appropriate including an order to prohibit any act proposed by the corporation.

The CBCA contains rights that are substantially broader in that they are available to a larger class of complainants. Under the CBCA a shareholder, former shareholder, director, former director, officer, or former officer of a corporation or any of its affiliates, or any other person who, in the discretion of the court, is a proper person to seek an oppression remedy, may apply to the court for an order to rectify the matters complained of where in respect of a corporation or any of its affiliates, any act or omission of the corporation or its affiliates effects a result, the business or affairs of the corporation or any of its affiliates are or have been carried on or conducted in a manner, or the powers of the directors of the corporation or its affiliates are or have been exercised in a manner, that is oppressive or unfairly prejudicial to, or that unfairly disregards the interests of, any security holder, creditor, director, or officer.

Shareholder Derivative Actions

The CBCA extends the right to bring a derivative action to shareholders, directors, officers, former shareholders, former directors and former officers of a corporation or its affiliates, and any person, who, in the discretion of the court, is a proper person to make an application to the court to bring a derivative action. In addition, the CBCA

permits derivative actions to be commenced, with leave of the court, in the name and on behalf of a corporation or any of its subsidiaries.

Under the BCBCA, a shareholder or director of a corporation, or any other person whom the court considers to be an appropriate person to make an application may, with leave of the court, bring an action in the name and on behalf of the corporation to enforce a right, duty or obligation owed to the corporation that could be enforced by the corporation itself or to obtain damages for any breach of such a right, duty or obligation.

Requisition of Meetings

Both the CBCA and the BCBCA provide that one or more shareholders of the corporation holding not less than 5% of the issued voting shares may give notice to the directors requiring them to call and hold a general meeting of the shareholders of the corporation.

Under the CBCA, if the directors do not call a meeting within 21 days on receiving the requisition, any shareholder who signed the requisition may call the meeting.

Place of Meetings

Subject to certain exceptions, the CBCA provides that meetings of shareholders shall be held at the place within Canada provided in the by-laws. A meeting may be held outside Canada if the place is specified in the articles or all the shareholders entitled to vote at the meeting agree that the meeting is to be held at that place.

The BCBCA provides that meetings of shareholders may be held at the place outside of British Columbia provided by the articles, or approved in writing by the British Columbia Registrar of Companies before any such meeting is held, or approved by an ordinary resolution (provided such a location outside of British Columbia is not restricted as a location for meetings under the articles).

Directors

Both the CBCA and BCBCA provide that a distributing corporation, in which any of the issued securities remain outstanding and are held by more than one person, must have a minimum of three directors. While the CBCA requires that at least one-quarter of the directors be Canadian residents, the BCBCA does not have any Canadian or provincial residency requirements for directors.

Constitutional Jurisdiction

Other significant differences in the statutes arise from the differences in the constitutional jurisdiction of the federal and provincial governments. For example, a CBCA corporation has the capacity to carry on business throughout Canada as of right. A BCBCA company is only allowed to carry on business in another province where that other province allows it to register to do so. A CBCA corporation is subject to provincial laws of general application, but a province cannot pass laws directed specifically at restricting a CBCA corporation's ability to carry on business in that province. If another province so chooses, however, it can restrict a BCBCA company's ability to carry on business within that province. Also, a CBCA corporation will not have to change its name if it wants to do business in a province where there is already a corporation with a similar name, whereas, a BCBCA company may not be allowed to use its name in that other province.

Shareholders Rights of Dissent to the Continuation

A Shareholder of the Company is entitled to dissent and be paid the fair value of such Shareholder's shares of the Company if such Shareholder objects to the Continuance Resolution and the Continuance becomes effective. However, a Shareholder is not entitled to dissent with respect to any of such Shareholder's shares of the Company in the event of the approval of the Continuance Resolution and the subsequent continuance of the Company, if that

Shareholder has voted any such shares beneficially owned by such Shareholder in favour of the Continuance Resolution.

To exercise the right of dissent, a Shareholder must give written notice of this dissent to the Company by giving a written objection to the Continuance Resolution to the Company's office at 4908 Pine Crescent, Vancouver, British Columbia V6M 3P6, or at the Company's registered office on or before the date of the Meeting.

A Shareholder who complies with the dissenting shareholder provisions of the CBCA is entitled to be paid by the Company the fair value of the shares held by them in respect of which they dissent, determined as of the close of business on the last business day before the day on which the resolution from which the dissent was adopted.

A dissenting Shareholder may only claim with respect to all of the shares of a class held by them or on behalf of any one beneficial owner and registered in the name of the dissenting Shareholder.

If the dissenting Shareholder and the Company are unable to agree on the fair value of the shares, either party may apply to the Court to fix the fair value. The complete text of the dissent rights under the CBCA is attached to this information circular as Schedule C.

Shareholder Approval

The Continuance must be approved by special resolution in order to become effective. To pass, a special resolution requires a majority of not less than two-thirds of the votes cast by the Shareholders present at the Meeting in person or by proxy.

At the Meeting, Shareholders will be asked to consider and, if deemed appropriate, approve a special resolution (the "**Continuance Resolution**") transferring the Company's jurisdiction of incorporation from Canada to British Columbia, as follows:

"BE IT RESOLVED as a special resolution THAT:

(a) the Company is hereby authorized to apply to the Director under the CBCA (the "**Director**") for authorization pursuant to Section 188 of the CBCA to discontinue the Company from the CBCA and to apply to the Registrar of Companies under the BCBCA for a Certificate of Continuation continuing the Company as if it had been incorporated under the BCBCA;

(b) any one or more of the directors or officers of the Company are hereby authorized to do, sign and execute all such further things, deeds, documents or writings necessary or desirable in connection with the application by the Company for the authorization by the Director, or any other matter relating to Section 188 of the CBCA;

(c) subject to, and conditional upon, the authorization of the Director pursuant to Section 188 of the CBCA:

(i) any one or more directors or officers of the Company are hereby authorized and directed to make application to the British Columbia Registrar of Companies for a Certificate of Continuation of the Company pursuant to Section 302 of the BCBCA;

(ii) the Company adopt and confirm the Continuation Application, Notice of Articles and Articles in substitution for the existing Articles of Incorporation and By-Laws of the Company; and

(iii) any one or more directors or officers of the Company are hereby authorized to take all such actions and execute and deliver all such documents in connection with the application to the British Columbia Registrar of Companies for a Certificate of Continuation under the BCBCA including, without limitation, the Continuation Application, Notice of Articles and Articles in the

forms prescribed by the BCBCA or approved by the directors, and certifying that the Company is in good standing and that the continuation will not adversely affect the shareholders' or creditors' rights;

(d) the directors of the Company are hereby authorized to abandon the application to continue without further authorization of the shareholders of the Company if, in their discretion, the directors deem such abandonment to be advisable."

The Board recommends that Shareholders vote FOR the Continuance Resolution.

THE ARRANGEMENT

Assuming the Proposed Transaction completes, the Company will hold 7,200,000 Mosaic Shares and Mosaic will hold the Opawica Project. The purpose of the Arrangement is to distribute 2,000,000 of the Mosaic Shares to the Company's Shareholders.

Upon the Arrangement becoming effective, Shareholders of record as of the close of business on the Distribution Record Date will become shareholders in both companies and will receive one New Common Share and 0.0312 of a Mosaic Share for each Common Share, held by such Shareholder on such date. Mosaic intends to apply to have the Mosaic Shares listed on the CSE.

Holders of convertible debentures, share purchase warrants and incentive stock options on the Distribution Record Date will not participate immediately in the distribution of the Mosaic Shares. The Company will retain a reserve of Mosaic Shares and if holders of convertible debentures, share purchase warrants and incentive stock options convert or exercise their rights to acquire common shares of the Company then upon conversion or exercise those holders will receive one New Common Share and 0.0312 of a Mosaic Share.

On June 28, 2018, the Board announced the Proposed Transaction to separate the Guinea Assets from the Opawica Project in an effort to maximize shareholder value. Following the execution of the Purchase Agreement for the Proposed Transaction, the board determined that it was in the best interests of the Company to distribute 2,000,000 of the 7,200,000 Mosaic Shares it would receive pursuant to the Purchase Agreement to its Shareholders pursuant to the Arrangement.

Upon completion of the Proposed Transaction and the Arrangement, the Company will continue to hold its interest in the Guinea Assets and Mosaic will hold the Opawica Project.

In the event that the Proposed Transaction is approved but the Arrangement is not approved, Mosaic will still acquire the Opawica Project and Stellar will retain all of the Mosaic Shares.

Reasons for the Arrangement

The Board believes that the separation of the Guinea Assets from the Opawica Project into two separate publicly-traded companies will provide a number of benefits to the Company, Mosaic and the Shareholders, including:

- (a) providing Shareholders with enhanced value by creating a company focused on the development of the Guinea Assets and a company focused on the development of the Opawica Project;
- (b) providing Shareholders with 100% ownership of the Company, a 10.7% direct ownership of Mosaic and a 27.8% indirect ownership of Mosaic through the Company's retained ownership of Mosaic (after accounting for the Mosaic Private Placement) at the closing of the Arrangement;
- (c) providing each company with a sharper business focus, enabling them to pursue independent business and financing strategies best suited to their respective business plans;

- (d) enabling investors, analysts and other stakeholders or potential stakeholders to more accurately compare and evaluate each company;
- (e) enabling each company to pursue independent growth and capital allocation strategies;
- (f) allowing each company to be led by experienced executives and directors who have experience in each company's respective resource sector; and
- (g) allowing the reorganization to occur on a tax-deferred basis for Shareholders resident in Canada who hold their Common Shares as capital property.

Approval Process and Recommendation of the Board

The Board approved the Arrangement and recommended and authorized the submission of the Arrangement to the Shareholders and the Court for approval. John Cumming and Maurice Giroux declared their interests and abstained from voting on the approval of the Arrangement. **The Board has concluded that the Arrangement is in the best interests of the Company and its Shareholders and recommends that Shareholders vote FOR the Arrangement Resolution proposed to be passed at the Meeting.**

In reaching this conclusion, the Board considered, among other things, the benefits to the Company and its Shareholders, as well as the financial position, opportunities and outlook for the future potential and operating performance of the Company and Mosaic, respectively.

Fairness of the Arrangement

The Arrangement was determined to be fair to the Shareholders by the Board based upon the following factors, among others:

- (a) the procedures by which the Arrangement will be approved, including the requirement for at least 66⅔% Shareholder approval at the Meeting and approval by the Court after a hearing at which fairness will be considered;
- (b) each Shareholder, as at the Effective Time, will participate in the Arrangement such that each Shareholder, upon completion of the Arrangement will continue to hold the same proportionate interest in the Company;
- (c) the proposed listing of the Mosaic Shares on the CSE and the continued listing of the New Common Shares on the TSX-V; and
- (d) the opportunity for Registered Shareholders who are opposed to the Arrangement, upon compliance with certain conditions, to exercise BC Dissent Rights in accordance with the BC Dissent Procedures.

Details of the Arrangement

The following description is qualified in its entirety by reference to the full text of the Plan of Arrangement, a copy of which is attached as Exhibit A to the Arrangement Agreement attached as Schedule E to this Circular. Shareholders are urged to carefully read the Plan of Arrangement in its entirety.

At the Effective Time and pursuant to the Plan of Arrangement, the following transactions, among others, will occur and will be deemed to occur sequentially in the following order:

- (a) each Common Share in respect of which BC Dissent Rights are validly exercised and for which the BC Dissenting Shareholder is ultimately entitled to be paid fair value shall be repurchased by

the Company for cancellation in consideration for a debt-claim against the Company to be paid the fair value of such Common Share in accordance with the Plan of Arrangement;

- (b) the authorized share structure of the Company will be reorganized and altered by:
 - (i) renaming and redesignating all of the issued and unissued Common Shares as Class A Shares; and
 - (ii) creating the New Common Shares, with rights and restrictions identical to those of the Common Shares immediately prior to the Effective Time;
- (c) the Company's Notice of Articles will be amended to reflect the above alterations to its share structure;
- (d) each Stellar Option then outstanding to acquire one Common Share will be exchanged for one Replacement Option to acquire (i) one New Common Share; and (ii) 0.0312 of one Mosaic Share having the same exercise price, expiry date, vesting conditions and other terms and conditions as the Stellar Option;
- (e) each Stellar Warrant then outstanding to acquire one Common Share will be exchanged for one Replacement Warrant to acquire (i) one New Common Share; and (ii) 0.0312 of one Mosaic Share having the same exercise price, expiry date, vesting conditions and other terms and conditions as the Stellar Warrant;
- (f) each Stellar Debenture then outstanding to acquire one Common Share will be exchanged for one Replacement Debenture to acquire (i) one New Common Share; and (ii) 0.0312 of one Mosaic Share having the same exercise price, expiry date, vesting conditions and other terms and conditions as the Stellar Debenture;
- (g) each Class A Share will be exchanged for: (i) one New Common Share; and (ii) 0.0312 of one Mosaic Share (provided that, while each Shareholder's fractional Mosaic Shares will be combined, no fractional shares shall be issued and no compensation will be received in lieu thereof), and the holders of Class A Shares will be removed from the Company's central security register with respect to the Class A Shares and shall be added to the Company's central securities register as the holder of such number of New Common Shares and to Mosaic's central securities register as the holder of such number of Mosaic Shares;
- (h) all of the Class A Shares will be cancelled and the aggregate PUC of the New Common Shares will be equal to that of the Common Shares immediately prior to the Effective Time less the fair market value of the Mosaic Shares distributed pursuant to the Plan of Arrangement; and
- (i) the authorized share structure of the Company will be changed by eliminating the Class A Shares, and the notice of articles of the Company will be amended to reflect such alteration.

Authority of the Board

By passing the Arrangement Resolution, the Shareholders will also be giving authority to the Board to use its judgment to proceed with and cause Mosaic to complete the Arrangement or to abandon the Arrangement without any requirement to seek or obtain any further approval of the Shareholders.

The Arrangement Resolution also provides that the terms of the Plan of the Arrangement may be amended by the Board before or after the Meeting without further notice to Shareholders, unless directed by the Court. Although the Board has no current intention to amend the terms of the Plan of Arrangement, it is possible that the Board may determine that certain amendments are appropriate, necessary or desirable.

Conditions to the Arrangement

The Arrangement Agreement provides that the consummation of the Arrangement will be subject to the fulfilment or waiver of certain conditions, including the following:

- (a) the Interim Order shall not have been set aside or modified in a manner unacceptable to the Company or Mosaic, acting reasonably, on appeal or otherwise;
- (b) the Continuation shall have occurred;
- (c) the Arrangement Resolution shall have been approved by the requisite majority of Shareholders at the Meeting;
- (d) the Court shall have determined that the Arrangement is procedurally and substantively fair to Shareholders;
- (e) the Final Order shall have been obtained in form and substance satisfactory to each of the Company and Mosaic, acting reasonably;
- (f) the Proposed Transaction shall have occurred and the Company shall have received the Consideration Shares;
- (g) the TSX-V will have conditionally approved the Arrangement, including the delisting of the Common Shares and the listing of the New Common Shares in substitution therefore subject to compliance with the requirements of the TSX-V;
- (h) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders, required, necessary or desirable for the completion of the Arrangement will have been obtained or received, each in form acceptable for the Company and Mosaic;
- (i) no law, regulation or policy will have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Arrangement;
- (j) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by the Plan of Arrangement;
- (k) Shareholders shall not have exercised Dissent Rights with respect to greater than 5% of the outstanding Common Shares; and
- (l) the Arrangement Agreement will not have been terminated as provided for therein.

If any of the conditions set forth in the Arrangement Agreement are not fulfilled or performed, on or prior to the Effective Time, the Company may terminate the Arrangement Agreement or waive, in its discretion, the applicable condition in whole or in part. As soon as practicable after the fulfilment (or waiver) of the conditions contained in the Arrangement Agreement, the Board intends to cause a copy of the Final Order to be filed with the Registrar under the BCBCA, together with such other material as may be required by the Registrar in order that the Arrangement will become effective.

Management of the Company expects that any material consents, orders and approvals required for the completion of the arrangement will be obtained prior to the Effective Date in the ordinary course upon application therefor.

Court Approval of the Arrangement

The Arrangement requires the approval of the Court. Prior to mailing this Circular, the Company obtained the Interim Order authorizing the calling and holding of the Meeting and providing for certain other procedural matters. The Interim Order is attached as Schedule F.

Assuming approval of the Arrangement Resolution by the Shareholders at the Meeting, the hearing for the Final Order is scheduled to take place as soon as possible after the Meeting as counsel may be heard. Any shareholder who wishes to receive notice of the date of the hearing for the Final Order may request such notice as set out in the Interim Order. At this hearing, any securityholder or other interest party who wishes to participate or to be represented or present evidence or argument may do so, subject to filing an appearance and satisfying certain other requirements.

The Court has broad discretion under the BCBCA when making orders in respect of arrangements, and the Court may approve the Arrangement as proposed or as amended in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court thinks appropriate. The Court, in hearing the application for the Final Order, will consider, among other things, the fairness of the terms and conditions of the Arrangement to Shareholders. The Court will be advised prior to the hearing for the Final Order that if the terms and conditions of the Arrangement are approved by the Court, such approval will be relied upon in seeking an exemption from the registration requirements of the 1933 Act, pursuant to Section 3(a)(10) thereof, with respect to the offer and sale of the securities to be issued or distributed pursuant to the Arrangement.

Canadian Securities Considerations.

As the Arrangement is conditional on the completion of the Proposed Transaction and the Company is a party to both transactions, the Arrangement and the Proposed Transaction are “connected transactions” under MI 61-101. Further, the Proposed Transaction involves “related parties” to the Company. As such, the Arrangement is considered a “business combination” under MI 61-101 as it is an arrangement as a consequence of which the interest of a holder of an equity security of the Company may be terminated without the holder's consent in which a “related party” is a party to a “connected transaction.” The Company relied upon exemptions from the formal valuation requirements of MI 61-101 contained in sections 4.4(1)(a) of MI 61-101, as the Company is not listed on a specified market. The Arrangement will be subject to minority approval as described below.

Shareholder Approval of the Arrangement

Subject to any further order(s) of the Court, the Arrangement must be approved by at least 66⅔% of the votes cast by Shareholders present, in person or by proxy, and entitled to vote at the Meeting. In addition, pursuant to MI 61-101, the Arrangement must be approved by ordinary resolution of disinterested Shareholders. Therefore, up to 5,726,095 Stellar shares owned by John Cumming and Maurice Giroux and their affiliates and associates will not be eligible for inclusion in this vote.

Notwithstanding the foregoing, the Arrangement Resolution authorizes the Board, without further notice to or approval of the Shareholders and subject to the terms of the Arrangement Agreement, to amend the Plan of Arrangement or to decide not to proceed with the Arrangement at any time prior to the Effective Time.

In the absence of any instruction to the contrary, the Common Shares represented by proxies appointing the management designees named in the form of proxy will be voted in favour of the Arrangement Resolution. The full text of the Arrangement Resolution is set out in Schedule D to this Circular.

Timetable for the Arrangement

The Company anticipates completing the Arrangement in December 2018. Notice of the Distribution Record Date and Effective Date will be made through one or more news releases issued by the Company. The Board will determine each of the Distribution Record Date and Effective Date upon satisfaction or waiver of the conditions to the Arrangement.

Mosaic Share Certificates

As soon as practicable after the Distribution Record Date, the Company shall cause to be issued to the Registered Shareholders at the close of business on the Distribution Record Date, share certificates representing the number

of the Mosaic Shares to which such holders are entitled following the Distribution Record Date and shall cause such certificates to be delivered or mailed to such holders. Shareholders will not receive any fractional Mosaic Shares. Any fractional Mosaic Shares will be rounded down to the nearest whole number and Shareholders will not receive any compensation in lieu thereof.

No new share certificates shall be issued with respect to the New Common Shares of the Company issued in connection with the Arrangement. Rather, after the Effective Date, share certificates representing, on their face, Common Shares of the Company shall for all purposes be deemed to be share certificates representing New Common Shares.

Expenses of the Arrangement

The costs relating to the Arrangement, including, without limitation, financial advisory, accounting and legal fees, will be shared by the Company and Mosaic.

Risk Factors Relating to the Arrangement

The following risk factors should be considered by Shareholders in evaluating whether to approve the Arrangement. These risk factors should be considered in conjunction with the other information included in this Circular and the risk factors disclosed under the heading “*Risk Factors*” in Schedules H and L.

Termination of the Arrangement Agreement or Failure to Obtain Required Approvals

The Company has the right to terminate the Arrangement Agreement in certain circumstances. Accordingly, there is no certainty, nor can the Company provide any assurance, that the Arrangement Agreement will not be terminated before the completion of the Arrangement. In addition, the completion of the Arrangement is subject to a number of conditions, certain of which are outside the control of the Company, including Shareholders approving the Arrangement and required regulatory approvals, including of the Court, the CSE and the TSX-V, being obtained. There is no certainty, nor can the Company provide any assurance, that these conditions will be satisfied. If for any reason the Arrangement is not completed, the market price of Common Shares may be adversely affected and Shareholders will lose the prospective benefits of the Arrangement.

Income Tax

The Arrangement may give rise to adverse tax consequences to Shareholders, and each Shareholder is urged to consult with his, her or its own tax advisor. See “*Material Income Tax Considerations*”.

Costs of the Arrangement

There are certain costs related to the Arrangement, such as legal and accounting fees incurred, that must be paid even if the Arrangement is not completed.

Pro-forma Financial Statements

The pro-forma financial statements attached to this Circular and information derived therefrom contained in this Circular are presented for illustrative purposes only and may not be an indication of the Company’s or Mosaic’s financial condition following the Arrangement for several reasons. For example, such pro-forma financial statements have been derived from the historical financial statements of the Company and certain assumptions have been made. The information upon which these assumptions have been made is historical, preliminary and subject to change. Moreover, the pro-forma financial statements do not reflect all costs that are expected to be incurred by the Company and/or Mosaic in connection with the Arrangement. In addition, the assumptions used in preparing the pro-forma financial statements may not prove to be accurate.

Exercise of Dissent Rights

Registered Shareholders have the right to exercise BC Dissent Rights and demand payment equal to the fair value of their Common Shares in cash. If BC Dissent Rights are exercised in respect of a significant number of Common Shares, a substantial cash payment may be required to be made to such Shareholders, which could have an adverse effect on the Company's financial condition and cash resources. The Company may elect, in its sole discretion, not to complete the Arrangement if a significant number of Shareholders exercise BC Dissent Rights.

BC DISSENT RIGHTS

If you are a Registered Shareholder, you are entitled to exercise BC Dissent Rights from the Arrangement Resolution by strictly following and adhering to the procedures in Division 2 of Part 8 of the BCBCA, as the same may be modified by the Plan of Arrangement, the Interim Order and the Final Order (collectively, the "**BC Dissent Procedures**").

Any Registered Shareholder is ultimately entitled to be paid the fair value of their Common Shares if such Registered Shareholder duly dissents in respect of the Arrangement in strict accordance with the BC Dissent Procedures provided that the Arrangement becomes effective. A Registered Shareholder is not entitled to dissent with respect to such holder's Common Shares if such Registered Shareholder votes any of those Common Shares in favour of the Arrangement Resolution. A BC Dissenting Shareholder ceases to have any rights as a Shareholder, other than the right to be paid the fair value of such holder's Common Shares, and the Common Shares held by such BC Dissenting Shareholder will be deemed to be repurchased by the Company in accordance with the terms of the Plan of Arrangement.

A brief summary of the BC Dissent Procedures is set out below. A Registered Shareholder's failure to follow exactly the BC Dissent Procedures will result in the loss of such Registered Shareholder's BC Dissent Rights. If you are a Registered Shareholder and wish to dissent, you should obtain your own legal advice and carefully read the provisions of Division 2 of Part 8 of the BCBCA, the Plan of Arrangement and the Interim Order which are attached at Schedules C, E and F respectively. The Court, upon hearing the application for the Final Order, has the discretion to alter the BC Dissent Procedures described herein based on the evidence presented at such hearing.

A Registered Shareholder wishing to dissent must send a written notice of dissent (a "**BC Dissent Notice**") contemplated by Section 242 of the BCBCA which must be received by the Company, in the manner set out below, not later than 10:00 a.m. (Vancouver time) on the business day that is at least two business days before the date of the Meeting. All notices of dissent to the Arrangement pursuant to Section 242 of the BCBCA should be delivered by mail or hand delivery to Stellar AfricaGold Inc., 4908 Pine Crescent, Vancouver, British Columbia V6M 3P6 (Attention: Chief Executive Officer). A vote against the Arrangement Resolution, an abstention, or the execution of a proxy to vote against the Arrangement Resolution, does not constitute a BC Dissent Notice.

Beneficial owners of Common Shares registered in the name of a broker, custodian, nominee or other Intermediary who wish to dissent should be aware that only Registered Shareholders are entitled to exercise BC Dissent Rights. Accordingly, a Non-Registered Shareholder desiring to exercise BC Dissent Rights must make arrangements for the Common Shares beneficially owned by such Shareholder to be registered in his, her or its name prior to the time the BC Dissent Notice is required to be received or, alternatively, make arrangements for the Registered Shareholder to exercise BC Dissent Rights on the beneficial holder's behalf.

After the Arrangement Resolution is approved by Shareholders and within one month after the Company notifies the dissenting Registered Shareholder of the Company's intention to act upon the Arrangement Resolution pursuant to Section 243 of the BCBCA, the dissenting Registered Shareholder must, pursuant to Section 244(1) of the BCBCA, send to the Company a written notice that such holder requires the purchase of all of the Common Shares in respect of which such holder has given notice of dissent, together with the share certificate or certificates representing those Common Shares (including a written statement prepared in accordance with Subsection 244(1)(c) of the BCBCA if the dissent is being exercised by the Registered Shareholder on behalf of a

Beneficial Shareholder). Any dissenting Registered Shareholder who has duly complied with Section 244(1) of the BCBCA and the Company may agree on the amount of the fair value of the Dissent Shares calculated immediately before the passing of the Arrangement Resolution, or, if there is no such agreement, either such dissenting Registered Shareholder or the Company may apply to the Court (although the Company is under no obligation to do so), and the Court may determine the fair value of the BC Dissent Shares calculated immediately before the passing of the Arrangement Resolution and make consequential orders and give directions as the Court considers appropriate. Promptly after the determination of the fair value of such BC Dissent Shares, such amount shall be paid out to the dissenting Registered Shareholder in cash by the Company. Failure to comply strictly with and adhere to the BC Dissent Procedures may result in the loss of all rights thereunder. A dissenting Registered Shareholder who does not strictly comply with the BC Dissent Procedures or, for any other reason, is not entitled to be paid fair value for his, her or its BC Dissent Shares will be deemed to have participated in the Arrangement on the same basis as non-dissenting Shareholders.

The Arrangement Agreement provides that, unless otherwise waived, it is a condition to the obligations of the Company and Mosaic to complete the Arrangement that, on or before the Effective Date, holders of not more than an aggregate of 5% of the issued and outstanding Common Shares shall have exercised BC Dissent Rights. If the number of outstanding Common Shares in respect of which BC Dissent Rights have been exercised exceeds 5%, the Arrangement will not proceed unless the Company waives such condition.

The above is only a summary of the BC Dissent Procedures which are technical and complex. If you are a Registered Shareholder and wish to exercise your Dissent Rights, you should seek your own legal advice as failure to strictly comply with the BC Dissent Procedures, will result in the loss of your BC Dissent Rights. For a general summary of certain income tax implications to a BC Dissenting Shareholder, see "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Dissenting Resident Holders*" and "*Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada – Dissenting Non-Resident Holders*". Registered Shareholders considering exercising BC Dissent Rights should also seek the advice of their own tax, legal and financial advisors.

CERTAIN SECURITIES LAW MATTERS

Canada Securities Laws

The following discussion is only a general overview of certain requirements of Canadian securities laws applicable to trades in securities of the Company or Mosaic. All holders of securities are urged to consult with their own legal counsel to ensure that any resale of their securities of the Company or Mosaic complies with applicable securities legislation.

The securities of the Company and Mosaic to be issued pursuant to the Arrangement will be issued in reliance on exemptions from prospectus requirements of applicable Canadian securities laws. In accordance with the applicable securities legislation, the New Common Shares and Mosaic Shares may be resold without restriction, subject to the conditions that no unusual effort is made to prepare the market for the resale or create a demand for the shares and no extraordinary commission or consideration is paid in respect of the resale and to customary restrictions applicable to distributions of securities held by control persons and persons in "special relationships" to the relevant company.

MATERIAL INCOME TAX CONSIDERATIONS

THE TAX CONSEQUENCES OF THE ARRANGEMENT MAY VARY DEPENDING UPON THE PARTICULAR CIRCUMSTANCES OF EACH SHAREHOLDER AND OTHER FACTORS. ACCORDINGLY, SHAREHOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS TO DETERMINE THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE ARRANGEMENT.

Certain Canadian Federal Income Tax Considerations

The following summarizes certain Canadian federal income tax considerations under the Tax Act generally applicable to Shareholders in respect of the disposition of Common Shares pursuant to the Arrangement, and the acquisition, holding, and disposition of New Common Shares and Mosaic Shares acquired pursuant to the Arrangement.

Comment is restricted to Shareholders who, for purposes of the Tax Act, (i) hold their Common Shares, and will hold their Class A Shares, New Common Shares and Mosaic Shares, solely as capital property, and (ii) deal at arm's length with and are not affiliated with the Company or Mosaic (each such Shareholder, a "Holder").

Generally, Common Shares, Class A Shares, New Common Shares and Mosaic Shares will be considered to be capital property to a Holder thereof provided that the Holder does not use the Common Shares, Class A Shares, New Common Shares or Mosaic Shares, as the case may be, in the course of carrying on a business of trading or dealing in securities and such Holder has not acquired such shares in one or more transactions considered to be an adventure or concern in the nature of trade.

This summary does not apply to a Holder that:

- (a) is a "financial institution" for the purposes of the mark-to-market rules in the Tax Act or a "specified financial institution" as defined in the Tax Act;
- (b) is a person or partnership an interest in which is a "tax shelter investment" for purposes of the Tax Act;
- (c) has elected to report its Canadian federal income tax results in a currency other than Canadian currency;
- (d) has entered into or will enter into a "derivative forward agreement", a "synthetic disposition arrangement", or a "synthetic equity arrangement" as those terms are or are proposed to be defined in the Tax Act;
- (e) has acquired Common Shares, or will acquire Class A Shares, New Common Shares or Mosaic Shares, on the exercise of an employee stock option; or
- (f) is otherwise a Holder of special status or in special circumstances.

All such Holders should consult their own tax advisors with respect to the consequences of the Arrangement. In addition, this summary does not address any tax considerations relevant to holders of Stellar Options, and such holders should also consult their own advisors in this regard.

The summary assumes that (i) the redesignation of Common Shares as Class A Shares and the amendment of the terms of such shares to increase the number of votes that may be cast, as contemplated by the Plan of Arrangement, will not, in and of itself, result in Holders being deemed to have disposed of their Common Shares for the purposes of the Tax Act (for purposes of this summary, Class A Shares are hereafter referred to as "**Common Shares**"), and (ii) the Share Exchange (as described below) will be considered to occur "in the course of a reorganization of capital" of the Company such that section 86 of the Tax Act will apply in respect of the Share Exchange. **No tax ruling or legal opinion has been sought or obtained in this regard, or with respect to any of the assumptions made throughout this summary of Certain Canadian Federal Income Tax Considerations, and the summary below is qualified accordingly.**

This summary is based on the current provisions of the Tax Act, the regulations thereunder (the "**Regulations**"), and our understanding of the current published administrative practices and policies of the CRA. This summary takes into account all specific proposals to amend the Tax Act and Regulations (the "**Proposed Amendments**") announced by the Minister of Finance (Canada) prior to the date hereof. It is assumed that the Proposed Amendments will be enacted as currently proposed and that there will be no other change in law or administrative or assessing practice, whether by legislative, governmental, or judicial action or decision, although no assurance can be given in these respects. This summary does not take into account provincial, territorial or foreign income tax considerations, which may differ materially from the Canadian federal income tax considerations discussed below. In June 2018, the Tax Act was amended to increase the amount of tax applicable to passive investment income earned through a private corporation. Holders that are private Canadian corporations should consult their own tax advisors.

This summary is of a general nature only and is not and should not be construed as legal or tax advice to any particular person (including a Holder as defined above). Each person who may be affected by the Arrangement should consult the person's own tax advisors with respect to the person's particular circumstances.

Holders Resident in Canada

This portion of this summary applies only to Holders who are or are deemed to be resident solely in Canada for the purposes of the Tax Act and any applicable income tax treaty or convention (each, a "**Resident Holder**").

A Resident Holder whose Common Shares, Class A Shares or New Common Shares might not otherwise qualify as capital property may be entitled to make an irrevocable election permitted by subsection 39(4) of the Tax Act to deem such shares, and every other "Canadian security" (as defined in the Tax Act), held by such person, in the taxation year of the election and each subsequent taxation year to be capital property. This election does not apply to Mosaic Shares until such time that Mosaic is a public company. Resident Holders should consult their own tax advisors regarding this election.

Exchange of Common Shares for New Common Shares and Mosaic Shares

A Resident Holder who exchanges Common Shares for New Common Shares and Mosaic Shares pursuant to the Arrangement (the "**Share Exchange**") will be deemed to have received a taxable dividend equal to the amount, if any, by which the fair market value of the Mosaic Shares distributed to the Resident Holder pursuant to the Share Exchange at the time of the Share Exchange exceeds the "paid-up capital" (as defined in the Tax Act) ("**PUC**") of the Resident Holder's Common Shares determined at that time. Any such taxable dividend will be taxable as described below under "*Holders Resident in Canada – Taxation of Dividends – Common Shares, New Common Shares and Mosaic Shares*". However, the Company expects that the fair market value of all Mosaic Shares distributed pursuant to the Share Exchange under the Arrangement will not exceed the PUC of the Common Shares. Accordingly, the Company does not expect that any Resident Holder will be deemed to receive a taxable dividend on the Share Exchange.

A Resident Holder who exchanges Common Shares for New Common Shares and Mosaic Shares on the Share Exchange will realize a capital gain equal to the amount, if any, by which the fair market value of those Mosaic Shares at the effective time of the Share Exchange, less the amount of any taxable dividend deemed to be received by the Resident Holder as described in the preceding paragraph, exceeds the "adjusted cost base" (as defined in the Tax Act) ("**ACB**") of the Resident Holder's Common Shares determined immediately before the Share Exchange. Any capital gain so realized will be taxable as described below under "*Holders Resident in Canada – Taxation of Capital Gains and Losses*".

The Resident Holder will acquire the Mosaic Shares received on the Share Exchange at a cost equal to their fair market value as at the effective time of the Share Exchange, and the New Common Shares received on the Share Exchange at a cost equal to the amount, if any, by which the ACB of the Resident Holder's Common Shares immediately before the Share Exchange exceeds the fair market value of the Mosaic Shares as at the effective time of the Share Exchange.

Disposition of New Common Shares or Mosaic Shares after the Arrangement

A Resident Holder who disposes or is deemed to dispose of a New Common Share or Mosaic Share generally will realize a capital gain (or capital loss) equal to the amount, if any, by which the proceeds of disposition therefor are greater (or less) than the ACB of the share to the Resident Holder, less reasonable costs of disposition. Any such capital gain or capital loss will be subject to the treatment generally described below under "*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*".

Taxation of Dividends – Common Shares, New Common Shares and Mosaic Shares

A Resident Holder who is an individual (other than certain trusts) and receives or is deemed to receive a taxable dividend in a taxation year on the Holder's Common Shares, New Common Shares or Mosaic Shares will be required to include the amount of the dividend in income for the year, subject to the dividend gross-up and tax credit rules applicable to taxable dividends received by a Canadian resident individual from a taxable Canadian corporation, including the enhanced dividend gross-up and tax credit that may be applicable if and to the extent that Stellar designates the taxable dividend to be an "eligible dividend" in accordance with the Tax Act. The Company has made no commitments in this regard. Dividends received by an individual may also give rise to minimum tax.

A Resident Holder that is a corporation and receives or is deemed to receive a taxable dividend in a taxation year on its Common Shares, New Common Shares or Mosaic Shares must include the amount in its income for the year, but generally will be entitled to deduct an equivalent amount from its taxable income, subject to all restrictions under the Tax Act and the Proposed Amendments. A Resident Holder that is a "private corporation" or a "subject corporation" (as defined in the Tax Act) may also be liable under Part IV of the Tax Act to pay a special tax (refundable in certain circumstances) on any such dividends to the extent that the dividend is deductible in computing the corporation's taxable income.

Taxation of Capital Gains and Capital Losses

A Resident Holder who realizes a capital gain or capital loss in a taxation year on the actual or deemed disposition of a share, including a Common Share, New Common Share or Mosaic Share, generally will be required to include one half of any such capital gain (a "**taxable capital gain**") in income for the year, and entitled to deduct one half of any such capital loss (an "**allowable capital loss**") against taxable capital gains realized in the year and, to the extent not so deductible, in any of the three preceding taxation years or any subsequent taxation year, to the extent and in the circumstances specified in the Tax Act.

The amount of any capital loss realized by a Resident Holder that is a corporation may be reduced by the amount of dividends received or deemed to have been received by it on the share (or on a share substituted therefor) to the extent and in the circumstances described in the Tax Act. Similar rules may apply where the corporation is a member or beneficiary of a partnership or trust that held the share, or where a partnership or trust of which the corporation is a member or beneficiary is itself a member of a partnership or a beneficiary of a trust that held the share. Affected Resident Holders should consult their own tax advisors in this regard.

A Resident Holder that is a "Canadian controlled private corporation" (as defined in the Tax Act) throughout the relevant taxation year may be liable to pay an additional tax (refundable in certain circumstances) on its "aggregate investment income", which includes taxable capital gains, for the year.

Minimum Tax on Individuals

A Resident Holder who is an individual (including certain trusts) and receives a taxable dividend on, or realizes a capital gain on the disposition of, a share, including a Common Share, New Common Share or Mosaic Share, may thereby be liable for minimum tax to the extent and within the circumstances set out in the Tax Act.

Dissenting Resident Holders

A Resident Holder who validly exercises Dissent Rights (a "**Dissenting Resident Holder**") and who consequently transfers or is deemed to transfer Common Shares to Stellar for payment by Stellar will be deemed to receive a taxable dividend in the taxation year of payment equal to the amount, if any, by which the payment (excluding interest) exceeds the PUC of the BC Dissenting Resident Holder's Common Shares determined immediately before the Arrangement. Any such taxable dividend will be taxable as described above under "Holders Resident in Canada – Taxation of Dividends – Common Shares, New Common Shares and Mosaic Shares". The BC Dissenting Resident Holder will also realize a capital gain (or capital loss) equal to the amount, if any, by which the payment (excluding interest), less any such deemed taxable dividend, exceeds (is exceeded by) the ACB of the BC Dissenting Resident

Holder's Common Shares determined immediately before the Arrangement. Any such capital gain or loss will generally be taxable or deductible as described above under "*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*".

The BC Dissenting Resident Holder will be required to include any portion of the payment that is on account of interest in income in the year received.

Eligibility for Investment – New Common Shares and Mosaic Shares

A New Common Share will be a "qualified investment" for a trust governed by a RRSP, RRIF, a deferred profit sharing plan, a registered education savings plan, a registered disability savings plan or a TFSA as those terms are defined in the Tax Act (collectively, "**Registered Plans**") at any time at which the New Common Shares are listed on a "designated stock exchange" as defined in the Tax Act (which includes the TSX-V and the CSE), or Stellar is a "public corporation" as defined in the Tax Act.

A Mosaic Share will be a qualified investment for a Registered Plan at any time at which the Mosaic Shares are listed on a "designated stock exchange" (which includes the TSX-V and the CSE) as defined in the Tax Act. Management of Stellar believes that Mosaic should meet the relevant listing requirements of the CSE once the requisite distribution and other requirements are achieved as of the Effective Date, and intends to request that the CSE issue a listing bulletin or similar communication deeming the Mosaic Shares to be listed as of the Effective Time, but this result, or the CRA's acceptance thereof for purposes of the potential "qualified investment" status of the Mosaic Shares as of any particular time, cannot be guaranteed. **There can be no assurance as to if, or when, the Mosaic Shares will be listed or traded on any stock exchange. Should the Mosaic Shares be distributed to or otherwise acquired by a Registered Plan other than as "qualified investments", adverse tax consequences not described in this summary should be expected to arise for the Registered Plan and the annuitant thereunder. Resident Holders that hold Common Shares and will or may hold Mosaic Shares within a Registered Plan should consult with their own tax advisors in this regard.**

Notwithstanding that the New Common Shares and/or Mosaic Shares may be qualified investments at a particular time, the holder of a TFSA or the annuitant of a RRSP or RRIF will be subject to a penalty tax in respect of a New Common Share or a Mosaic Share held in the TFSA, RRSP or RRIF, as applicable, if the share is a "prohibited investment" under the Tax Act. A New Common Share or a Mosaic Share generally will not be a prohibited investment for a TFSA, RRSP or RRIF of a holder or annuitant thereof, as applicable, provided that (i) the holder or annuitant of the account does not have a "significant interest" within the meaning of the Tax Act in the Company or Mosaic, as applicable, and (ii) the Company or Mosaic, as applicable, deals at arm's length with the holder or annuitant for the purposes of the Tax Act. The rules with respect to "prohibited investments" also apply to (i) registered education savings plans and subscribers thereof, and (ii) registered disability savings plans and holders thereof. **Shareholders should consult their own tax advisers to ensure that the New Common Shares and Mosaic Shares would not be a prohibited investment for a trust governed by a TFSA, RRSP or RRIF in their particular circumstances.**

Holders Not Resident in Canada

This portion of this summary applies only to Holders each of whom at all material times for the purposes of the Tax Act (i) has not been and is not resident or deemed to be resident in Canada for purposes of the Tax Act, and does not and will not use or hold Common Shares, New Common Shares, or Mosaic Shares in connection with carrying on a business in Canada (each, a "**Non-resident Holder**").

Special rules, which are not discussed in this summary, may apply to a Non-resident Holder that is an insurer carrying on business in Canada and elsewhere, or an "authorized foreign bank" as defined in the Tax Act. Such Non-resident Holders should consult their own tax advisers with respect to the Arrangement.

Exchange of Common Shares for New Common Shares and Mosaic Shares

The discussion of the tax consequences of the Share Exchange for Resident Holders under the heading “Holders Resident in Canada – Exchange of Common Shares for New Common Shares and Mosaic Shares” generally will also apply to Non-resident Holders in respect of the Share Exchange. The general taxation rules applicable to Non-resident Holders in respect of a deemed taxable dividend or capital gain arising on the Share Exchange are discussed below under the headings “*Holders Not Resident in Canada – Taxation of Dividends – Common Shares, New Common Shares, and Mosaic Shares*” and “*Holders Not Resident in Canada – Taxation of Capital Gains and Capital Losses*” respectively.

Taxation of Dividends – Common Shares, New Common Shares and Mosaic Shares

A Non-resident Holder to whom the Company pays or credits (or is deemed to pay or credit) an amount as a dividend in respect of the Arrangement (if at all), or otherwise in respect of the Holder’s Common Shares or New Common Shares will be subject to Canadian withholding tax equal to 25% (or such lower rate as may be available under an applicable income tax convention, if any) of the gross amount of the dividend.

A Non-resident Holder to whom Mosaic pays or credits (or is deemed to pay or credit) an amount as a dividend in respect of the Holder’s Mosaic Shares will be subject to Canadian withholding tax equal to 25% (or such lower rate as may be available under an applicable income tax convention, if any) of the gross amount of the dividend.

Taxation of Capital Gains and Capital Losses

A Non-resident Holder will not be subject to Canadian federal income tax in respect of any capital gain arising on an actual or deemed disposition of a Common Share, New Common Share or Mosaic Share unless, at the time of disposition, the share is “taxable Canadian property” as defined in the Tax Act, and is not “treaty-protected property” as so defined.

Generally, a Common Share, New Common Share, or Mosaic Share, as applicable, of the Non-resident Holder will not be taxable Canadian property of the Holder at any time at which the share is listed on a “designated stock exchange” as defined in the Tax Act (which includes the TSX-V and the CSE) unless, at any time during the 60 months immediately preceding the disposition of the share, the Non-resident Holder, one or more persons with whom the Non-resident Holder did not deal at arm’s length, partnerships in which the Non-resident Holder or persons with whom the Non-resident Holder did not deal at arm’s length held membership interests (directly or indirectly), or any combination of the foregoing, owned 25% or more of the issued shares of any class of the capital stock of the Company or Mosaic, as applicable, and the share derived more than 50% of its fair market value directly or indirectly from, or from any combination of, real property situated in Canada, “Canadian resource properties”, “timber resource properties” (as those terms are defined in the Tax Act), and interest, rights or options in or in respect of any of the foregoing.

It is expected that the Mosaic shares will be considered “taxable Canadian property” immediately after the Arrangement and until such time as the shares are listed on a “designated stock exchange”.

Shares may also be deemed to be “taxable Canadian property” under other provisions of the Tax Act.

A Non-resident Holder who disposes or is deemed to dispose of a Common Share, New Common Share or Mosaic Share that, at the time of disposition, is taxable Canadian property and is not treaty-protected property will realize a capital gain (or capital loss) equal to the amount, if any, by which the Holder’s proceeds of disposition of the share exceeds (or is exceeded by) the Non-resident Holder’s ACB in the share and reasonable costs of disposition. The Non-resident Holder generally will be required to include one half of any such capital gain (taxable capital gain) in the Holder’s taxable income earned in Canada for the year of disposition, and be entitled to deduct one half of any such capital loss (allowable capital loss) against taxable capital gains included in the Holder’s taxable income earned in Canada for the year of disposition and, to the extent not so deductible, against such taxable capital gains realized in

any of the three preceding taxation years or any subsequent taxation year, to the extent and in the circumstances set out in the Tax Act.

Non-resident Holders who may hold shares as “taxable Canadian property” should consult their own tax advisors in this regard.

Dissenting Non-Resident Holders

The discussion above applicable to Resident Holders under the heading “*Holdings Resident in Canada - Dissenting Resident Holders*” will generally also apply to a Non-resident Holder who validly exercises BC Dissent Rights in respect of the Arrangement. In general terms, the Non-resident Holder will be subject to Canadian federal income tax in respect of any deemed taxable dividend arising as a consequence of the exercise of BC Dissent Rights generally as discussed above under the heading “*Holdings Not Resident in Canada – Taxation of Dividends – Common Shares, New Common Shares and Mosaic Shares*” and subject to the Canadian federal income tax treatment in respect of any capital gain or loss arising as a consequence of the exercise of BC Dissent Rights generally as discussed above under the heading “*Holdings Not Resident in Canada – Taxation of Capital Gains and Capital Losses*”.

General Matters

It is not known whether any other matters will come before the Meeting other than those set forth above and in the Notice of Meeting, but if any other matters do arise, the person named in the Proxy intends to vote on any poll, in accordance with his or her best judgement, exercising discretionary authority with respect to amendments or variations of matters set forth in the Notice of Meeting and other matters which may properly come before the Meeting or any adjournment of the Meeting.

ADDITIONAL INFORMATION

Additional Information concerning the Company is available on SEDAR at www.sedar.com. Financial information concerning the Company is provided in the Company'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 Company's financial statements and management's discussion and analysis may contact the Company as follows:

Stellar AfricaGold Inc.
4908 Pine Crescent, Vancouver, BC, V6M3P6
Telephone (604) 618-4262
E-mail: cumming@stellarafricagold.com

BOARD APPROVAL

The content and sending of this Circular were approved by the Company's board of directors.

Dated at Vancouver, BC. this 12th day of November, 2018

ON BEHALF OF THE BOARD



John Cumming
President, CEO and Director

SCHEDULE A STATEMENT OF EXECUTIVE COMPENSATION

The following *Statement of Executive Compensation* for the Financial year ending July 31, 2017 effective as at September 26, 2018 is provided as required under form 51-102F6 (**the "Form"**) as such term is defined in National Instrument 51-102. Its purpose is to provide disclosure of all compensation earned by named executive officers and all directors in connection with their positions as officers, directors or consultants to the Company. Terms defined in NI 51-102 have the same meaning in this Statement of Executive Compensation.

GENERAL

For the purpose of this Statement of Executive Compensation:

"Company" means Stellar AfricaGold Inc.;

"NEO" or **"named executive officer"** means each of the following individuals:

- (a) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer ("**CEO**"), including an individual performing functions similar to a CEO;
- (b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer ("**CFO**"), including an individual performing functions similar to a CFO;
- (c) in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000 for that financial year; and
- (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the Company, and was not acting in a similar capacity, at the end of that financial year;

Based on the foregoing definition, during the financial year ended July 31, 2017, the Company had three Named Executive Officers ("**NEOs**") being, John Cumming, the Chief Executive Officer ("**CEO**"), Martin Nicoletti, the Chief Financial Officer ("**CFO**") and Maurice Giroux, the Chief Operating Officer and former CEO.

COMPENSATION DISCUSSION AND ANALYSIS

Compensation Discussion and Analysis

The Company is a mineral exploration corporation which currently does not have positive earnings. The board of directors of the Company is responsible for final approval of all executive compensation, including long-term incentives in the form of stock options, to be granted to the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer and the directors. The board of directors meets to discuss and determine management compensation without reference to formal criteria.

The general objective of the Company's compensation structure 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

Company 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 Company operates and taking into account that it is a junior mining exploration corporation without a history of earnings.

Neither the Board nor the compensation committee of the Company (the "Compensation Committee") has conducted a formal evaluation of the implications of the risks associated with the Company's compensation policies and practices. However, risk management is a factor the Board is conscious of when implementing its compensation program, and the Board and the Compensation Committee believe that the weighting between short-term compensation (base salary) and long-term compensation (incentive stock options) and the absence of any defined short-term bonus compensation make it unlikely that a NEO would take inappropriate or excessive short-term risks at the expense of the Company or its shareholders that would have a material adverse effect on their long-term stock option compensation.

Due to the small size of the Company and the nature of the Company's business activity, the Board can closely monitor and consider any risks which may be associated with the Company's compensation policies and practices. Risks, if any, may be identified and mitigated through regular meetings of the Board during which financial and other information of the Company are reviewed. No risks have been identified arising from the Company's compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

The Company's NEOs and directors are not permitted to purchase financial instruments, including for greater certainty, prepaid variable forward contracts, equity swaps, collars or units of exchange funds that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the NEO or director.

Elements of Executive Compensation Program

The Company's compensation program consists of the following elements:

- (a) Base salary or consulting fees;
- (b) Bonus payments; and
- (c) Equity participation through the Company's incentive stock option plan.

Base Salary or Consulting Fees

The Company believes that base salaries provide an immediate short-term cash incentive to management. Base salary ranges for executive officers were initially determined upon a review of companies within the mineral exploration sector, which were of the same size as the Company, at the same stage of development as the Company and considered comparable to the Company.

In determining the base salary of a NEO, the board of directors considers the following factors:

- (a) the responsibilities related to the position;
- (b) salaries paid by other companies in the mineral exploration sector;
- (c) the experience level of the executive officer;
- (d) the amount of time and commitment which the executive officer devotes to the Company; and
- (e) the executive officer's overall performance and performance in relation to the achievement of corporate milestones and objectives.

Bonus Payments

Each of the NEOs is eligible for an annual bonus which could be paid either in cash or in shares. The amount paid would be based on the Board's assessment of the Company's performance for the year. Factors considered in determining bonus amounts would include individual performance, financial criteria (such as cash flow and share price performance) and operational criteria (such as significant mineral property acquisitions, resource growth and the attainment of corporate milestones).

The Company has not awarded any bonuses for the past three financial years.

Share-Based and Option-Based Awards

The Company does not grant share-based awards.

Stock options are granted to provide an incentive to the directors and NEOs of the Company to promote the longer-term objectives of the Company; to give suitable recognition to the ability and industry of those persons who contribute materially to the success of the Company; and to attract and retain persons of experience and ability by providing them with the opportunity to acquire an ownership interest in the Company and accumulate capital linked directly to the Company's long-term performance. The Board awards stock options to its NEOs based upon the recommendation of the Compensation Committee. Previous grants of incentive stock options are accounted for when considering new stock option allocations. No intended option beneficiary participates in either the Compensation Committee or board discussion regarding their own stock option allocation nor do they vote in respect of the grant of those options. All intended option beneficiaries are entitled to make representations and advocate on their own behalf to the Compensation Committee and the board.

Implementation of the incentive stock option plan and any amendment of the existing stock option plan are the responsibility of the Company's board.

Compensation Governance

The Compensation Committee, on behalf of the Board, monitors compensation for the executive officers of the Company. The Compensation Committee currently consists of three members; namely, François Lalonde, Maurice Giroux and John Cumming. Due to the small size of the board, none of the members of the Compensation Committee are considered to be independent.

The Compensation Committee reviews and approves annually corporate goals and objectives relevant to NEO compensation, including the evaluation and the performance of the CEO, COO and CFO taking into account those corporate goals and objectives, and makes recommendations to the Board with respect to NEO compensation levels (including both salary and stock option allocations). Individual performance in connection with the achievement of corporate milestones and objectives is also reviewed for all NEOs. No NEO participates in the discussion or decisions relating to their own compensation.

All members of the Compensation Committee have direct experience which is relevant to their responsibilities as Compensation Committee members. All members are or have held senior executive roles within public companies, and therefore have a sufficient understanding of compensation programs. They also have good financial understanding which allows them to assess the costs versus benefits of compensation plans. The members combined experience in the resource sector provides them with the understanding of the Company's success factors and risks, which is very important when determining metrics for measuring success.

SUMMARY COMPENSATION TABLE

NEO Compensation

The following table sets forth all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company or its subsidiary, to each NEO of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO of the Company for services provided and for services to be provided, directly or indirectly, to the Company or its subsidiary.

Name and principal position	Fiscal Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation including bonuses (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
John Cumming <i>CEO</i>	2017	\$135,416	Nil	\$45,300	N/A	N/A	N/A	Nil	\$180,716
Martin Nicoletti <i>CFO</i>	2017	\$60,000	N/A	Not granted	N/A	N/A	N/A	Nil	\$60,000
	2016	\$40,000	N/A	Not granted	N/A	N/A	N/A	Nil	\$40,000
Maurice Giroux <i>COO and Former CEO</i>	2017	\$112,316	N/A	Not granted	N/A	N/A	N/A	Nil	\$112,316
	2016	\$ 69,147	N/A	Not granted	N/A	N/A	N/A	Nil	\$ 69,147

Notes:

Maurice Giroux resigned as CEO and John Cumming was appointed director and CEO effective January 15, 2017.

Maurice Giroux was appointed COO on January 15, 2017. Mr. Giroux's cash compensation is paid to 2429-7327 Quebec Inc., a corporation controlled by Mr. Giroux.

Mr. Nicoletti's cash compensation is paid to Corporation Financière SKTM Ltée, a corporation controlled by Mr. Nicoletti.

The fair value of option-based awards is measured at grant date using the Black-Scholes option pricing model taking into account the terms and conditions upon which the options were granted, and each tranche is recognized over the period during which the options vest.

Narrative Discussion

During the Company's recruitment of John Cumming for the position of President, CEO and in-house legal counsel the Company negotiated, and effective on his appointment date January 15, 2017 entered into, an executive management services agreement with him. Concurrently Mr. Giroux agreed to resign as President and CEO and become Vice-President Exploration and COO with responsibility for overseeing the construction and operation of the Company's planned gravity mill facility in Guinea and a complementary executive management agreement was formalized for him.

Mr. Cumming's executive services management agreement was for an indefinite term until terminated in accordance with the agreement with an annual remuneration of \$250,000 per annum. Mr. Cumming was granted 1,000,000 stock options on signing and is contractually entitled to maintain total incentive stock options equal to 5% of the issued capital of the Company from time to time. Mr. Cumming is eligible for a discretionary bonus at the determination of the Board.

Mr. Giroux's executive services management agreement was for an indefinite term until terminated in accordance with the agreement at an annual remuneration of \$120,000 per annum. Mr. Giroux is eligible to receive stock options from time to time and a discretionary bonus, both at the determination of the Board.

Both executive services agreements were approved by the board prior to Mr. Cumming joining the board.

INCENTIVE PLAN AWARDS

Outstanding share-based and option-based awards

The Company does not have any share-based awards.

The following table sets forth all of the outstanding option-based awards held by the NEOs of the Company at the end of the most recently completed financial year:

Option-based Awards - NEOs				
Name	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in- the-money options
John Cumming	1,000,000	\$0.05	January 18, 2022	\$0.00
Maurice Giroux	1,250,000	\$0.05	November 14, 2022	\$0.00

Note: "In-the-Money Options" means the excess of the market value of the Company's shares on July 31, 2018 over the exercise price of the options. The market price for the Company's common shares on July 31, 2018 was \$0.04.

Incentive plan awards – value vested or earned during the year

The value of vested incentive plan awards for each NEO is set forth in the table below.

Name	Option-based awards - Value vested during the year (\$)	Share-based awards - Value vested during the year (\$)	Non-equity incentive plan compensation - Value earned during the year (\$)
John Cumming	\$67,733	N/A	N/A
Maurice Giroux	\$44,750	N/A	N/A

Note: The fair value of option-based awards is measured at grant date using the Black-Scholes option pricing model taking into account the terms and conditions upon which the options were granted, and each tranche is recognized over the period during which the options vest.

Narrative discussion of the Company's incentive stock option plan

The Company's incentive stock option plan (the "Stock Option Plan") and was approved at the Company's Annual General Meeting June 26, 2017. The Stock Option Plan provides that the maximum aggregate number of shares that may be reserved for issuance under the Stock Option Plan at any point in time is 10% of the outstanding shares at the time Plan Shares are reserved for issuance.

The Stock Option Plan is administered by the Board of Directors and enables the Company to grant stock options to directors and executive officers at the discretion of the Board. Employees of and consultants to the Company are also eligible for grants of stock option within the total 10% maximum number of available options. The term of any options granted under the Stock Option Plan is fixed by the Board of Directors and may not exceed ten (10) years. The exercise price of options granted under the Stock Option Plan will be determined by the Board of Directors at the time of granting, but the exercise price must not be less than the lowest price permitted by the TSX-V. Any options granted pursuant to the Stock Option Plan will terminate at the end of the period of time (to be determined in each instance by the Board of Directors at the time of grant, such period of time to not be in excess of one year after the option holder ceasing to act as a director, executive officer, employee or consultant of the Company or any of its affiliates, unless such cessation is on account of death, disability or termination of employment with cause). If such cessation is because of disability or death, the options terminate on the first anniversary of such cessation, and if it is because of termination of employment with cause, the options terminate immediately.

The Stock Option Plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision, conversion or exchange of the Company's shares. The directors of the Company may, at its discretion at

the time of any grant, impose a schedule over which period of time the option will vest and become exercisable by the optionee.

Subject to the approval of any stock exchange on which the Company's securities are listed, the Board may terminate, suspend or amend the terms of the Stock Option Plan, provided that the Board may not do any of the following without obtaining, within twelve (12) months either before or after the Board's adoption of a resolution authorizing such action, shareholder approval, and, where required, Disinterested Shareholder approval, or by the written consent of the holders of a majority of the outstanding securities of the Company entitled to vote:

1. increase the aggregate number of common shares which may be issued under the Stock Option Plan;
2. materially modify the requirements as to the eligibility for participation in the Stock Option Plan which would have the potential of broadening or increasing Insider participation;
3. add any form of financial assistance or any amendment to a financial assistance provision which is more favourable to participants under the Stock Option Plan;
4. add a cashless exercise feature, payable in cash or securities, which does not provide for a full deduction of the number of underlying securities from the Stock Option Plan reserve; and
5. materially increase the benefits accruing to participants under the Stock Option Plan.

However, the Board may amend the terms of the Stock Option Plan to comply with the requirements of any applicable regulatory authority without obtaining shareholder approval, including:

1. amendments to the Stock Option Plan of a housekeeping nature;
2. a change to the vesting provisions of a security or the Stock Option Plan; and
3. a change to the termination provisions of a security or the Stock Option Plan which does not entail an extension beyond the original expiry date.

Grants of incentive stock options to John Cumming are tied to his executive management services agreement. All other grants are at the discretion of the board and tied to the Company's overall compensation objectives.

PENSION PLAN BENEFITS

The Company does not have any pension plan benefits.

TERMINATION AND CHANGE OF CONTROL BENEFITS

Termination and Change of Control Benefits

The executive management services agreement of Mr. Cumming includes 'termination and change of control benefits' provisions which were negotiated with the Company prior to his employment. At the time of Mr. Giroux's resignation as president and CEO and re-appointment as Vice-President and COO his new executive management services agreement incorporated the same termination and change of control benefits negotiated by Mr. Cumming.

In summary, upon termination without cause or upon a change of control Mr. Cumming would be entitled to a severance package equal to thirty-eight months remuneration, i.e. \$791,666, and Mr. Giroux would be entitled to forty-four months remuneration, i.e. \$440,000.

Both executive management services agreements contain the following provision:

"10.1 The Executive may terminate its obligations under this Agreement:

- (a) at any time upon providing three months notice in writing to the Company;
- (b) upon a material breach or default of any term of this Agreement by the Company provided that if such material breach or default is capable of being remedied by the Company, it has not been remedied within 30 days after written notice of the material breach or default has been delivered by the Executive to the Company; or
- (c) at any time after 90 days following the date on which there is a Change of Control and within 180 days of the date on which there is a Change of Control by providing one month's notice in writing to the Company which notice may be provided by the Executive at any time between the 91st and the 180th day following the date on which there is a Change of Control.

The Company may waive the notice requirements set out in paragraphs (a) and (c) above in whole or in part and if it does so, the Executive's entitlement to remuneration as set out in sections 10.3 and 10.4, as applicable, will apply as of the date the Company waives such notice.

10.2 The Company may terminate its obligations under this Agreement:

- (a) at any time for just cause which shall include, without limitation, any of the following events:
 - (ii) the conviction of the Executive for a criminal offence that gives rise or is likely to give rise to the Company's stock becoming ineligible for listing on any stock exchange or
 - (i) theft, dishonesty or fraud by the Executive with respect to the business of the Company market or the Company's stock being subject to a cease trade order by a Canadian or US securities regulatory authority; or
 - (iii) any and all other omissions, commissions or other conduct which would constitute just cause at law; or
- (b) at any time upon making the payment contemplated in section 10.3 to the Executive.

10.3 In the event of the termination of this Agreement:

- (a) by the Executive pursuant to subsection 10.1(b) or 10.1(c) of this Agreement; or
- (b) by the Company pursuant to subsection 10.2(b) or by the Company in breach of this Agreement;

the Company shall pay to the Executive within ten (10) days of such termination a payment equal to thirty-six (36) months plus one month for each year of service to the Company times Current Compensation. For the purposes of this section 10.3, the term "Current Compensation" shall mean the sum of the annualized remuneration being then paid to the Executive plus the largest annual bonus paid to the Executive over the past five (5) years, all divided by twelve.

The Company shall also continue the group insurance benefits, if any, provided to the Executive, if any, under section 3.6 for twelve (12) months after the date of termination, provided that if the Company is unable to continue any such benefit by reason of the termination of this Agreement, it will instead pay to the Executive an amount equal to the

present cost of providing such benefit coverage to the Executive for a period of twenty-four (24) months.

In addition, the Company shall reimburse the Executive within ten (10) days of such termination for all reasonable expenses as contemplated by section 3.3.

10.4 In the event of the termination of this Agreement:

(a) by the Executive pursuant to subsection 8.1(a) of this Agreement;

(b) by the Company pursuant to subsection 8.2(a) of this Agreement;

the Company shall pay to the Executive within ten (10) days of the termination all unpaid compensation accrued pursuant to section 3 of this Agreement as of the date of termination or effective date of resignation.

DIRECTOR COMPENSATION

Director compensation table

The following table sets forth all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company or its subsidiary, to each director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the director of the Company for services provided and for services to be provided, directly or indirectly, to the Company or its subsidiary in the most recent fiscal year.

Except as noted below, no compensation was paid to directors in their capacity as directors of the Company or its subsidiaries, in their capacity as members of a committee of the Board or of a committee of the board of directors of its subsidiaries, or as consultants or experts, during the Company's most recently completed financial year, namely July 31, 2018.

Where compensation to NEOs was disclosed elsewhere in this form it is not repeated below.

Name	Fees earned (\$)	Share-based awards (\$)	Option-based Awards (\$)	Non-equity incentive plan compensation	Pension value (\$)	All other compensation (\$)	Total (\$)
John Cumming	Previously disclosed						
Maurice Giroux	Previously disclosed						
John Ryan	Nil	N/A	Nil	N/A	N/A	N/A	Nil
François Lalonde	Nil	Nil	\$ 6,773	N/A	N/A	N/A	\$ 6,773

Note: The fair value of option-based awards is measured at grant date using the Black-Scholes option pricing model taking into account the terms and conditions upon which the options were granted, and each tranche is recognized over the period during which the options vest.

All stock options are granted in the discretion of the board.

Outstanding share-based and option-based awards

The Company does not have any share-based awards.

The following table sets forth the outstanding option-based awards held by the directors of the Company at the end of the most recently completed financial year excluding those directors who are also NEOs whose option-based awards are disclosed elsewhere in this form:

Option-based Awards – Directors excluding those who are also NEOs				
Name	Number of securities underlying unexercised options (#)	Option exercise price⁽¹⁾ (\$)	Option expiration date	Value of unexercised in-the-money options⁽¹⁾
John Ryan	150,000	\$0.10	September 17, 2018	\$0.00
François Lalonde	250,000	\$0.05	January 18, 2022	\$0.00

Notes: "In-the-Money Options" means the excess of the market value of the Company's shares on July 31, 2018 over the exercise price of the options. The market price for the Company's common shares on July 31, 2018 was \$0.04.

Incentive plan awards – value vested or earned during the year

The value of vested incentive plan awards for each director (again excluding those directors who are also NEOs whose option-based awards are disclosed elsewhere in this form) is set forth in the table below.

Name	Option-based awards - Value vested during the year (\$)	Share-based awards - Value vested during the year (\$)	Non-equity incentive plan compensation - Value earned during the year (\$)
N/A	N/A	N/A	N/A

Note: The fair value of option-based awards is measured at grant date using the Black-Scholes option pricing model taking into account the terms and conditions upon which the options were granted, and each tranche is recognized over the period during which the options vest.

Narrative discussion of the Company's incentive stock option plan

Refer to the narrative discussion about the Company's incentive stock option plan under the section about NEOs compensation above.

**SCHEDULE B
STELLAR AUDIT COMMITTEE CHARTER**

1. PURPOSE

1.1 The primary functions of the Audit Committee of Stellar AfricaGold Inc. (the "Company") are to fulfill its responsibilities in relation to reviewing the integrity of the Company's financial statements, financial disclosures and internal controls over financial reporting; monitoring the system of internal control; monitoring the Company's compliance with legal and regulatory requirements; selecting the external auditors for shareholder approval; and reviewing the qualifications, independence and performance of the external auditors.

2. MEMBERSHIP AND ORGANIZATION

2.1 **Composition** - Subject to paragraph 2.6, the Audit Committee shall consist of not less than three independent members of the Board. At the invitation of the Audit Committee, members of the Company's management and others may attend Audit Committee meetings as the Audit Committee considers necessary or desirable.

2.2 **Appointment and Removal of Audit Committee Members** - Each member of the Audit Committee shall be appointed by the Board on an annual basis and shall serve at the pleasure of the Board, or until the earlier of (a) the close of the next annual meeting of shareholders of the Company at which the member's term of office expires, (b) the death of the member or (c) the resignation, disqualification or removal of the member from the Audit Committee or from the Board. The Board may fill a vacancy in the membership of the Audit Committee.

2.3 **Chair** - At the time of the annual appointment of the members of the Audit Committee, the Board shall appoint a Chair of the Audit Committee. The Chair shall be a member of the Audit Committee, preside over all Audit Committee meetings, coordinate the Audit Committee's compliance with this mandate, work with management to develop the Audit Committee's annual work-plan and provide reports of the Audit Committee to the Board. The Chair may vote on any matter requiring a vote and shall provide a second vote in the case of a tie vote.

2.4 **Independence** - Subject to paragraph 2.6, each member of the Audit Committee shall be an "independent" (as such term is used in NI 52-110).

2.5 **Financial Literacy** - Subject to paragraph 2.6, members of the Audit Committee shall be financially literate or agree to become financially literate within a reasonable period of time following the member's appointment. An individual is financially literate if he or she has 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 of the issues that can reasonably be expected to be raised by the Company's financial statements.

2.6 **Venture Issuer** - For so long as the Company is a "venture issuer" as defined in NI 52-110, it is not required to comply with the provisions of paragraph 2.1 "Composition", 2.4 "Independence" or 2.5 "Financial Literacy" above. In the event the Company cannot comply with all or a part of these provisions, then the Committee shall be comprised of not less than three members of the Board.

3. MEETINGS

3.1 **Meetings** - The members of the Audit Committee shall hold meetings as are required to carry out this mandate, and in any case no less than four meetings annually. The external auditors are entitled to attend and be heard at each Audit Committee meeting. The Chair, any member of the Audit Committee, the external auditors, the Chairman of the Board or the President and Chief Executive Officer may call a meeting of the Audit Committee. The Chair shall chair all Audit Committee meetings that he or she attends, and in the absence of the Chair, the members of the Audit Committee present may appoint a Chair from their number for a meeting.

3.2 **Secretary and Minutes** - The Corporate Secretary, his or her designate or any other person the Audit Committee requests, shall act as secretary at Audit Committee meetings. Minutes of Audit Committee meetings shall be recorded and maintained by the Corporate Secretary and subsequently presented to the Audit Committee for approval.

3.3 **Quorum** - A majority of the members of the Audit Committee shall constitute a quorum. If a quorum cannot be obtained for an Audit Committee meeting, members of the Board who would qualify as members of the Audit Committee may, at the request of the Chair or the Chairman of the Board, serve as members of the Audit Committee for that meeting.

3.4 **Access to Management and Outside Advisors** - The Audit Committee shall have unrestricted access to management and employees of the Company, and, from time to time may hold meetings with the external auditor, the Chief Financial Officer or the President and Chief Executive Officer. The Audit Committee shall have the authority to retain and terminate external legal counsel, consultants or other advisors to assist it in fulfilling its responsibilities and to set and pay the respective compensation for these advisors without consulting or obtaining the approval of the Board or any officer of the Company. The Company shall provide appropriate funding, as determined by the Audit Committee, for the services of these advisors.

3.5 **Meetings Without Management** - The Audit Committee shall hold unscheduled or regularly scheduled meetings, or portions of regularly scheduled meetings, at which management is not present.

4. FUNCTIONS AND RESPONSIBILITIES

The Audit Committee shall have the functions and responsibilities set out below as well as any other functions that are specifically delegated to the Audit Committee by the Board. In addition to these functions and responsibilities, the Audit Committee shall perform the duties required of an audit committee by applicable corporate securities laws, the binding requirements of the stock exchanges on which the securities of the Company are listed, and all other applicable laws.

4.1 Financial Reports

- (a) **General** - The Audit Committee is responsible for reviewing the integrity of the Company's financial statements and financial disclosures. Management is responsible for the preparation, presentation and integrity of the Company's financial statements and financial disclosures and for the appropriateness of the accounting principles and the reporting policies used by the Company. The external auditors are responsible for auditing the Company's annual consolidated financial statements and, if requested by the Company, for reviewing the Company's unaudited interim financial statements.
- (b) **Review of Annual Financial Reports** – The Audit Committee shall review the annual consolidated audited financial statements ("financial statements" of the Company, the external auditors' report thereon and the related management's discussion and analysis ("MD&A") of the Company's financial condition and results of operation to determine whether they present fairly, in all material respects in accordance with International Financial Reporting Standards ("IFRS)", or any other generally accepted accounting principles in which the financial statements of the Company are prepared from time to time, the financial condition, results of operations and cash flows of the Company. After completing its review, if advisable, the Audit Committee shall approve and recommend for Board approval the annual financial statements and the related MD&A.
- (c) **Review of Interim Financial Reports** – The Audit Committee shall review the interim financial statements of the Company, the external auditors review report thereon, if applicable, and the related MD&A to determine whether they present fairly, in all material respects, in accordance with International Accounting Standards ("IAS") 34 *Interim Financial Reporting*, the financial

condition, results of operations and cash flows of the Company. After completing its review, if advisable, the Audit Committee shall, if so authorized by the Board, approve the interim financial statements and the related MD&A, or if not authorized by the Board, then approve and recommend for Board approval.

- (d) **Review Considerations** – In conducting its review of the annual financial statements of the interim financial statements, the Audit Committee shall:
- (i) meet with management and the external auditors to discuss the financial statements and MD&A;
 - (ii) review the disclosures in the financial statements;
 - (iii) review the audit report or review report prepared by the external auditors;
 - (iv) discuss with management, the external auditors and legal counsel, as requested, any litigation claim or other contingency that could have a material effect on the financial statements;
 - (v) review critical accounting and other significant estimates and judgments underlying the financial statements as presented by management;
 - (vi) review any material effects of regulatory accounting initiatives or off-balance sheet structures on the financial statements as presented by management;
 - (vii) review any material changes in accounting policies and any significant changes in accounting practices and their impact on the financial statements as presented by management;
 - (viii) review management's report on the effectiveness of internal controls over financial reporting;
 - (ix) review results of the Company's whistleblowing program; and
 - (x) review any other matters, related to the financial statements, that are brought forward by the external auditors, management or which are required to be communicated to the Audit Committee under accounting policies, auditing standards or applicable law.

4.2 **Approval of Other Financial Disclosures** – The Audit Committee shall review and, if advisable, approve and recommend for Board approval financial disclosure in a prospectus or other securities offering document of the Company, press releases disclosing financial results of the Company and any other material financial disclosure, including in Management Information Circulars and Annual Information Forms.

4.3 **External Auditors**

- (a) **General** - The Audit Committee shall be responsible for oversight of the work of the external auditors in auditing and reviewing the Company's financial statements and internal controls over financial reporting.
- (b) **Appointment and Compensation** – The Audit Committee shall review and, if advisable, select and recommend (i) for shareholder approval, the appointment of the external auditors and (ii) for shareholder or Board approval, as applicable, the compensation of the external auditors

- (c) **Annual Review Report** – At least annually, the Audit Committee shall obtain and review a report by the external auditors describing: (i) their internal quality-control procedures and (ii) any material issues raised by their most recent internal quality-control review, peer review or by any inquiry or investigation by governmental or professional authorities within the preceding five years respecting one or more independent audits carried out by the external auditors and any steps taken to deal with any of these issues.
- (d) **Audit Plan** – At least annually, the Audit Committee shall review a summary of the external auditors' annual audit plan. The Audit Committee shall consider and review with the external auditors any material changes to the scope of the plan.
- (e) **Quarterly Review Report** – If the external auditors review the Company's unaudited interim financial statements, then the Audit Committee shall review a quarterly review report prepared by the external auditors in respect of each of the interim financial statements of the Company.
- (f) **Independence of External Auditors** – At least annually, and before the external auditors issue their report on the annual financial statements, the Audit Committee shall obtain from the external auditors a formal written statement describing all relationships between the external auditors and the Company, discuss with the external auditors any disclosed relationships or services that may affect the objectivity and independence of the external auditors, and obtain written confirmation from the external auditors that they are objective and independent within the meaning of the Rules of Professional Conduct/Code of Ethics adopted by the provincial institute or order of chartered accountants to which it belongs.
- (g) **Evaluation and Rotation of Lead Partner** – At least annually, the Audit Committee shall review the qualifications and performance of the lead partners of the external auditors. The Audit Committee shall obtain a report from the external auditors annually verifying that the lead partner of the external auditors has served in that capacity for no more than five fiscal years of the Company and that the engagement team collectively possesses the experience and competence to perform an appropriate audit.
- (h) **Pre-Approval of Non-Audit Services** – The Audit Committee shall pre-approve any retainer of the external auditors for any non-audit service to the Company in accordance with applicable law and Board approved policies and procedures. The Audit Committee may delegate pre-approval authority to a member of the Audit Committee. The decisions of any member of the Audit Committee to whom this authority has been delegated must be presented to the full Audit Committee at its next scheduled Audit Committee meeting.
- (i) **Hiring Practices** – The Audit Committee shall review and approve guidelines regarding the hiring of employees or former employees of the external auditors.

4.4 Internal Controls

- (a) **General** – The Audit Committee shall monitor the system of internal control.
- (b) **Establishment, Review and Approval** – The Audit Committee shall require management to implement and maintain appropriate systems of internal control in accordance with applicable laws, regulations and guidance, including internal control over financial reporting and disclosure and to review, evaluate and approve these procedures. At least annually, the Audit Committee shall consider and review with management and the external auditors:
 - (i) the effectiveness of, or weaknesses or deficiencies in: the design or operation of the Company's internal controls (including computerized information system controls and

security); the overall control environment for managing business risks; and accounting, financial and disclosure controls (including, without limitation, controls over financial reporting), non-financial controls, and legal and regulatory controls and the impact of any identified weaknesses in internal controls on management's conclusions;

- (ii) any significant changes I internal control over financial reporting that are disclosed, or considered for disclosure, including those in the Company's periodic regulatory filings;
- (iii) any material issues raised by any inquiry or investigation by the Company's regulators;
- (iv) any related significant issues and recommendations of the external auditors together with management's responses thereto, including the timetable for implementation of recommendations to correct weaknesses in internal controls over financial reporting and disclosure controls.

4.5 **Whistleblowing Procedures** – The Audit Committee shall review and approve the establishment by management of procedures for the receipt, retention and treatment of complaints received by the Company from employees or others, regarding accounting, internal accounting controls, or auditing matters.

4.6 **Succession Planning** – In consultation with the Board, the Audit Committee shall review succession plans for the Chief Financial Officer and the Chief Accountant or Controller of the Company. The Audit Committee shall review candidates for the position of Chief Financial Officer of the Company and make recommendations to the Board with respect to the appointment of a Chief Financial Officer.

4.7 **Adverse Investments and Transaction** – The Audit Committee shall review any investments and transactions that could adversely affect the well-being of the Company.

4.8 **Audit Committee Disclosure** – The Audit Committee shall review and approve any audit committee disclosures required by securities regulators in the Company's disclosure documents.

4.9 **Assessment of Regulatory Compliance** – The Audit Committee shall review management's assessment of compliance with laws and regulations as they pertain to responsibilities under this mandate, report its findings to the Board and recommend changes it considers appropriate.

4.10 **Delegation** – The Audit Committee may designate a sub-committee to review any matter within this mandate as the Audit Committee deems appropriate.

5. REPORTING TO THE BOARD

5.1 The Chair shall report to the Board, as required by applicable law or as deemed necessary by the Audit Committee or as requested by the Board, on matters arising at Audit Committee meetings and, where applicable, shall present the Audit Committee's recommendation to the Board for its approval.

Approved and adopted by the Board effective September 26, 2018.

**SCHEDULE C
CBCA DISSENT PROVISIONS**

SECTION 190 OF THE *CANADA BUSINESS CORPORATIONS ACT*

1. Subject to sections 191 and 241, a holder of shares of any class of a corporation may dissent if the corporation is subject to an order under paragraph 192(4)(d) that affects the holder or if the corporation resolves to

- (a) amend its articles under section 173 or 174 to add, change or remove any provisions restricting or constraining the issue, transfer or ownership of shares of that class;
- (b) amend its articles under section 173 to add, change or remove any restriction on the business or businesses that the corporation may carry on;
- (c) amalgamate otherwise than under section 184;
- (d) be continued under section 188;
- (e) sell, lease or exchange all or substantially all its property under subsection 189(3); or
- (f) carry out a going-private transaction or a squeeze-out transaction.

2. A holder of shares of any class or series of shares entitled to vote under section 176 may dissent if the corporation resolves to amend its articles in a manner described in that section.

2.1 The right to dissent described in subsection (2) applies even if there is only one class of shares.

3. In addition to any other right the shareholder may have, but subject to subsection (26), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents or an order made under subsection 192(4) becomes effective, to be paid by the corporation the fair value of the shares in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted or the order was made.

4. A dissenting shareholder may only claim under this section with respect to all the shares of a class held on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

5. A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting and of their right to dissent.

6. The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (5) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn their objection.

7. A dissenting shareholder shall, within twenty days after receiving a notice under subsection (6) or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing

- (a) the shareholder's name and address;
- (b) the number and class of shares in respect of which the shareholder dissents; and
- (c) a demand for payment of the fair value of such shares.

8. A dissenting shareholder shall, within thirty days after sending a notice under subsection (7), send the certificates representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent.
9. A dissenting shareholder who fails to comply with subsection (8) has no right to make a claim under this section.
10. A corporation or its transfer agent shall endorse on any share certificate received under subsection (8) a notice that the holder is a dissenting shareholder under this section and shall forthwith return the share certificates to the dissenting shareholder.
11. On sending a notice under subsection (7), a dissenting shareholder ceases to have any rights as a shareholder other than to be paid the fair value of their shares as determined under this section except where
 - (a) the shareholder withdraws that notice before the corporation makes an offer under subsection (12),
 - (b) the corporation fails to make an offer in accordance with subsection (12) and the shareholder withdraws the notice, or
 - (c) the directors revoke a resolution to amend the articles under subsection 173(2) or 174(5), terminate an amalgamation agreement under subsection 183(6) or an application for continuance under subsection 188(6), or abandon a sale, lease or exchange under subsection 189(9),in which case the shareholder's rights are reinstated as of the date the notice was sent.
12. A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (7), send to each dissenting shareholder who has sent such notice
 - (a) a written offer to pay for their shares in an amount considered by the directors of the corporation to be the fair value, accompanied by a statement showing how the fair value was determined; or
 - (b) if subsection (26) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares.
13. Every offer made under subsection (12) for shares of the same class or series shall be on the same terms.
14. Subject to subsection (26), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (12) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made.
15. Where a corporation fails to make an offer under subsection (12), or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as a court may allow, apply to a court to fix a fair value for the shares of any dissenting shareholder.
16. If a corporation fails to apply to a court under subsection (15), a dissenting shareholder may apply to a court for the same purpose within a further period of twenty days or within such further period as a court may allow.
17. An application under subsection (15) or (16) shall be made to a court having jurisdiction in the place where the corporation has its registered office or in the province where the dissenting shareholder resides if the corporation carries on business in that province.
18. A dissenting shareholder is not required to give security for costs in an application made under subsection (15) or (16).

19. On an application to a court under subsection (15) or (16)
 - (a) all dissenting shareholders whose shares have not been purchased by the corporation shall be joined as parties and are bound by the decision of the court; and
 - (b) the corporation shall notify each affected dissenting shareholder of the date, place and consequences of the application and of their right to appear and be heard in person or by counsel.

20. On an application to a court under subsection (15) or (16), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall then fix a fair value for the shares of all dissenting shareholders.

21. A court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders.

22. The final order of a court shall be rendered against the corporation in favour of each dissenting shareholder and for the amount of the shares as fixed by the court.

23. A court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment.

24. If subsection (26) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (22), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

25. If subsection (26) applies, a dissenting shareholder, by written notice delivered to the corporation within thirty days after receiving a notice under subsection (24), may
 - (a) withdraw their notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to their full rights as a shareholder; or
 - (b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

26. A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that
 - (a) the corporation is or would after the payment be unable to pay its liabilities as they become due; or
 - (b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities.

**SCHEDULE D
ARRANGEMENT RESOLUTION**

Capitalized words used in this Schedule "D" and not otherwise defined shall have the meaning ascribed to such terms in the Circular.

Arrangement Resolution:

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The arrangement (the "**Arrangement**") under Section 288 of the British Columbia Business Corporations Act involving Stellar AfricaGold Inc. ("**Stellar**"), all as more particularly described and set forth in the management information circular (the "**Circular**") of Stellar dated November 12, 2018, accompanying the notice of this meeting (as the Arrangement may be, or may have been, modified or amended), is hereby authorized, approved and adopted.
2. The plan of arrangement, as it may be or has been amended (the "**Plan of Arrangement**"), involving Bearing and implementing the Arrangement, the full text of which is set out in Appendix A to Schedule E to the Circular, is hereby authorized, approved and adopted.
3. The arrangement agreement (the "**Arrangement Agreement**") between Stellar and Mosaic Minerals Corp. dated November 7, 2018 and all the transactions contemplated therein, the actions of the directors of Stellar in approving the Arrangement and any amendments thereto and the actions of the directors and officers of Stellar in executing and delivering the Arrangement Agreement and any amendments thereto are hereby confirmed, ratified, authorized and approved.
4. Notwithstanding that these resolutions have been passed (and the Arrangement adopted) or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of Stellar are hereby authorized and empowered, without further notice to, or approval of, any securityholders of Stellar:
 - (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or
 - (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.
5. Any one or more directors or officers of Stellar is hereby authorized, for and on behalf and in the name of Stellar, to execute and deliver, all such agreements, applications, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:
 - (a) all actions required to be taken by or on behalf of Stellar, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
 - (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by Stellar;

such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing."

**SCHEDULE E
ARRANGEMENT AGREEMENT**

ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is dated as of the 7th day of November, 2018.

BETWEEN:

STELLAR AFRICAGOLD INC. a corporation existing under the *Canada Business Corporations Act*

(“**Stellar**”)

AND:

MOSAIC MINERALS CORP. a corporation incorporated under the *Business Corporations Act* (British Columbia)

(“**Mosaic**”)

WHEREAS:

A. Stellar and Mosaic have entered into a property purchase dated June 28, 2018, as amended by the asset purchase modification agreement dated July 27, 2018 (the “**Property Purchase Agreement**”) pursuant to which among other things, Stellar has agreed to sell, and Mosaic has agreed to purchase, all of Stellar’s interest in the Opawica Gold Project located in the Province of Quebec, Canada (the “**Opiwaca Project**”) in exchange for the issuance by Mosaic to Stellar 7,200,000 Mosaic Shares (as defined herein) (the “**Consideration Shares**”).

B. Stellar proposes to continue its corporate existence from a corporation existing under the CBCA to a corporation continued pursuant to the provisions of the BCBCA;

C. Stellar and Mosaic wish to proceed with a corporate restructuring by way of a statutory arrangement under the BCBCA, pursuant to which Stellar shall distribute 2,000,000 of the Consideration Shares (the “**Spin-Out Shares**”) to the holders of Stellar Common Shares such that the holders of Stellar Common Shares (other than Dissenting Shareholders) will become holders of the Spin-Out Shares and Stellar will continue to hold 5,200,000 Mosaic Shares;

D. Stellar proposes to convene a meeting of the Shareholders to consider an Arrangement pursuant to Part 9, Division 5 of the BCBCA, on the terms and conditions set forth in the Plan of Arrangement attached as Exhibit A hereto; and

E. Each of the parties to this Agreement has agreed to participate in and support the Arrangement.

NOW THEREFORE, in consideration of the premises and the respective covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS, INTERPRETATION AND EXHIBIT

1.1 Definitions. In this Agreement including the Recitals, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms will have the following meanings:

- (a) “**Agreement**” means this arrangement agreement, including the exhibits attached hereto as the same may be supplemented or amended from time to time;
- (b) “**Arrangement**” means the arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of this Agreement and the Plan of Arrangement;
- (c) “**Arrangement Provisions**” means Part 9, Division 5 of the BCBCA;
- (d) “**Arrangement Resolution**” means the special resolution of the Shareholders to approve the Arrangement, as required by the Interim Order and the BCBCA;
- (e) “**BCBCA**” means the *Business Corporations Act*, as amended;
- (f) “**Board of Directors**” means the current and existing board of directors of Stellar;
- (g) “**Business Day**” means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;
- (h) “**CBCA**” means the *Canada Business Corporations Act*, as amended;
- (i) “**Class A Shares**” means the renamed and redesignated Common Shares as described in Section 3.1(b) of the Plan of Arrangement;
- (j) “**Common Shares**” means the voting common shares without par value in capital of Stellar and, following the Continuation, means the voting common shares without par value in authorized share structure of Stellar;
- (k) “**Continuation**” means the proposed continuation of Stellar into British Columbia pursuant to Section 303 of the BCBCA;
- (l) “**Continuation Resolution**” means the special resolution of the Shareholders approving the Continuation;
- (m) “**Constating Documents**” means the articles, notice of articles or bylaws, as applicable of Stellar and Mosaic;
- (n) “**Court**” means the Supreme Court of British Columbia;
- (o) “**Dissent Rights**” means the right of a registered Shareholder to dissent from the Arrangement Resolution in accordance with the provisions of the BCBCA, as

modified by the Interim Order, and to be paid the fair value of the Common Shares in respect of which the holder dissents;

- (p) “**Effective Date**” means the date on which the Arrangement completes in accordance with Section 2.2 of this Arrangement Agreement;
- (q) “**Effective Time**” means the time when the transactions contemplated herein will be deemed to have been completed, which shall be 12:01 a.m. on the Effective Date or such other time as the Parties agree to in writing before the Effective Date;
- (r) “**Final Order**” means the final order of the Court approving the Arrangement;
- (s) “**Information Circular**” means the management information circular of Stellar, including all schedules thereto, to be sent to the Shareholders in connection with the Meeting, together with any amendments or supplements thereto;
- (t) “**Interim Order**” means the interim order of the Court providing advice and directions in connection with the Meeting and the Arrangement;
- (u) “**Mosaic Shares**” means the common shares without par value which Mosaic is authorized to issue as the same are constituted on the date hereof;
- (v) “**Meeting**” means the annual and special meeting of the Shareholders and any adjournment(s) or postponement(s) thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;
- (w) “**New Common Shares**” means the new class of common shares without par value which Stellar will create and issue as described in Section 3.1(b) of the Plan of Arrangement and for which the Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Common Shares;
- (x) “**party**” means either Stellar or Mosaic and “**parties**” means, collectively, Stellar and Mosaic;
- (y) “**Person**” means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;
- (z) “**Plan of Arrangement**” means the plan of arrangement attached to this Agreement as Exhibit A, as the same may be amended from time to time;
- (aa) “**Registrar**” means the Registrar of Companies under the BCBCA;
- (bb) “**Shareholder**” means a holder of Common Shares;

- (cc) “**Spin-Out Shares**” has the meaning set out in Recital B; and
- (dd) “**TSXV**” means the TSX Venture Exchange Inc.

1.2 Currency. All amounts of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.3 Interpretation Not Affected by Headings. The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of the provisions of this Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer to this Agreement and the exhibits hereto as a whole and not to any particular article, section, subsection, paragraph or subparagraph hereof and include any agreement or instrument supplementary or ancillary hereto.

1.4 Number and Gender. In this Agreement, unless the context otherwise requires, words importing the singular will include the plural and vice versa and words importing the use of either gender will include both genders and neuter and words importing persons will include firms and corporations.

1.5 Date for any Action. In the event that any date on which any action is required to be taken hereunder by Stellar or Mosaic is not a Business Day in the place where the action is required to be taken, such action will be required to be taken on the next succeeding day which is a Business Day in such place.

1.6 Meaning. Words and phrases used herein and defined in the BCBCA will have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.7 Exhibits. Attached hereto and deemed to be incorporated into and form part of this Agreement as Exhibit A is the Plan of Arrangement.

ARTICLE 2 ARRANGEMENT

2.1 Arrangement. The parties agree to effect the Arrangement pursuant to the Arrangement Provisions on the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.

2.2 Effective Date of Arrangement. The Effective Date shall be the date the Final Order is deposited at the registered office of Stellar, which shall be (a) the date that is three Business Days after the satisfaction or waiver (subject to applicable Laws) of the conditions set forth in **Error! Reference source not found.** (other than the delivery of items to be delivered on the Effective Date and the satisfaction of those conditions that, by their terms, cannot be satisfied until immediately prior to the Effective Date); or (b) such date as mutually agreed in writing by the parties. Subject to the satisfaction or waiver (subject to applicable laws) of the conditions (excluding conditions that, by their terms, cannot be satisfied until the Effective Time, but subject to the satisfaction or, where permitted, waiver of those conditions as of the Effective

Time) set forth in **Error! Reference source not found.**, the Arrangement will, from and after the Effective Time, have all of the effects provided under applicable laws.

2.3 Commitment to Effect. Subject to termination of this Agreement pursuant to Article 6, the parties will each use all reasonable efforts and do all things reasonably required to cause the conditions described in Section 5.1 to be complied with prior to the Effective Date. Without limiting the generality of the foregoing, the parties will proceed forthwith to apply for the Interim Order and Stellar will call the Meeting and mail the Information Circular to the Shareholders.

2.4 Filing of Final Order. Subject to the rights of termination contained in Article 6 upon the Shareholders approving the Arrangement by special resolution in accordance with the provisions of the Interim Order and the BCBCA, Stellar obtaining the Final Order and the other conditions contained in Article 5 being complied with or waived, Stellar on its behalf and on behalf of Mosaic will file with the Registrar:

- (a) the records and information required by the Registrar pursuant to the Arrangement Provisions; and
- (b) a copy of the Final Order, if so required by the Registrar.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties. Each of the parties hereby represents and warrants to the other party that:

- (a) it is a corporation duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder;
- (b) it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and to consummate the transactions contemplated herein and this Agreement has been duly executed and delivered by it;
- (c) neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of (i) any provision of its Constatng Documents or other governing corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it, or (iii) any agreement or instrument to which it is a party or by which it is bound; and
- (d) no dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or are pending or proposed in respect of it.

ARTICLE 4 COVENANTS

4.1 Covenants. Each of the parties covenants with the other that it will do and perform all such acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

4.2 Interim Order and Final Order. The parties acknowledge that Stellar will apply to and obtain from the Court, pursuant to the Arrangement Provisions, the Interim Order providing for, among other things, the calling and holding of the Meeting for the purpose of considering and, if deemed advisable, approving and adopting the Arrangement Resolution. The parties each covenant and agree that if the approval of the Arrangement by the Shareholders as set out in Section 5.1(a) is obtained, Stellar will thereafter (subject to the exercise of any discretionary authority granted to Stellar's directors) take the necessary actions to submit the Arrangement to the Court for approval and apply for the Final Order and, subject to compliance with any of the other conditions provided for in Article 5 and to the rights of termination contained in Article 6, file the material described in Section 2.4 with the Registrar.

ARTICLE 5 CONDITIONS

5.1 Conditions Precedent. The respective obligations of the parties to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the following conditions:

- (a) the Interim Order will have been granted in form and substance satisfactory to Stellar;
- (b) the Continuation shall have occurred;
- (c) the Arrangement Resolution, with or without amendment, will have been approved and adopted at the Meeting by the Shareholders in accordance with the Arrangement Provisions, the Constating Documents of Stellar, the Interim Order and the requirements of any applicable regulatory authorities;
- (d) the Final Order will have been obtained in form and substance satisfactory to each of Stellar and Mosaic;
- (e) the transactions contemplated by the Property Purchase Agreement will have occurred and Stellar shall received the Consideration Shares;
- (f) the TSXV will have conditionally approved the Arrangement, including the delisting of the Common Shares and, in substitution therefor, the listing of the New Common Shares, as of the Effective Date, subject to compliance with the requirements of the TSXV;

- (g) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement will have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances each in form acceptable to Stellar and Mosaic;
- (h) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Plan of Arrangement;
- (i) no law, regulation or policy will have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Arrangement and Plan of Arrangement, including any material change to the income tax laws of Canada, which would reasonably be expected to have a material adverse effect on any of Stellar, the Shareholders or Mosaic if the Arrangement is completed;
- (j) notices of dissent pursuant to Article 5 of the Plan of Arrangement will not have been delivered by Shareholders holding greater than 5% of the outstanding Common Shares; and
- (k) this Agreement will not have been terminated under Article 6.

5.2 Pre-Closing. Unless this Agreement is terminated earlier pursuant to the provisions hereof, the parties will meet at the offices of Bennett Jones LLP, Suite 2600, 1066 West Hastings Street, Vancouver, British Columbia V6E3X1, at 9:00 a.m. on the Business Day immediately preceding the Effective Date, or at such other location or at such other time or on such other date as they may mutually agree, and each of them will deliver to the other of them:

- (a) the documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date will be dated as of, or become effective on, the Effective Date and will be held in escrow to be released upon the occurrence of the Effective Date; and
- (b) written confirmation as to the satisfaction or waiver by it of the conditions in its favour contained in this Agreement.

5.3 Merger of Conditions. The conditions set out in Section 5.1 will be conclusively deemed to have been satisfied, waived or released upon the occurrence of the Effective Date.

5.4 Merger of Representations, Warranties and Covenants. The representations and warranties in Section 3.1 will be conclusively deemed to be correct as of the Effective Date and the covenants in Section 4.1 will be conclusively deemed to have been complied with in all respects as of the Effective Date, and each will accordingly merge in and not survive the effectiveness of the Arrangement.

ARTICLE 6 AMENDMENT AND TERMINATION

6.1 Amendment. Subject to any mandatory applicable restrictions under the Arrangement Provisions or the Final Order, this Agreement, including the Plan of Arrangement, may at any time and from time to time before or after the holding of the Meeting, but prior to the Effective Date, be amended by the written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of the Shareholders.

6.2 Termination. Subject to Section 6.3, this Agreement may at any time before or after the holding of the Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the Board of Directors of Stellar without further action on the part of the Shareholders and nothing expressed or implied herein or in the Plan of Arrangement will be construed as fettering the absolute discretion by the Board of Directors of Stellar to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

6.3 Cessation of Right. The right of Stellar or Mosaic or any other party to amend or terminate the Plan of Arrangement pursuant to Section 6.1 and Section 6.2 will be extinguished upon the occurrence of the Effective Date.

ARTICLE 7 GENERAL

7.1 Notices. All notices which may or are required to be given pursuant to any provision of this Agreement will be given or made in writing and will be delivered or sent by electronic mail, addressed as follows:

in the case of Stellar:

4908 Pine Crescent
Vancouver, British Columbia
V6M 3P6

Attention: John Cumming
Email: jcumming@stellarafricagold.com

in the case of Mosaic:

4908 Pine Crescent
Vancouver, British Columbia
V6M 3P6

Attention: John Cumming
Email: jcumming@stellarafricagold.com

7.2 Assignment. Neither of the parties may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the other.

7.3 Binding Effect. This Agreement and the Arrangement will be binding upon and will enure to the benefit of the parties and their respective successors and permitted assigns.

7.4 Waiver. Any waiver or release of the provisions of this Agreement, to be effective, must be in writing and executed by the party granting such waiver or release.

7.5 Governing Law. This Agreement will be governed by and be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

7.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

7.7 Expenses. All expenses incurred by a party in connection with this Agreement, the Arrangement and the transactions contemplated hereby and thereby will be borne by the party that incurred the expense or as otherwise mutually agreed by the parties.

7.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

7.9 Time of Essence. Time is of the essence of this Agreement.

(Remainder of page left intentionally blank. Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

STELLAR AFRICA GOLD INC.

By: (signed) "John Cumming"
Authorized Signatory

MOSAIC MINERALS CORP.

By: (signed) "Maurice Giroux"
Authorized Signatory

EXHIBIT A

TO THE ARRANGEMENT AGREEMENT DATED AS OF THE 7TH DAY OF NOVEMBER, 2018 BETWEEN STELLAR AFRICA GOLD CORP. AND MOSAIC MINERALS CORP.

PLAN OF ARRANGEMENT UNDER PART 9, DIVISION 5 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms will have the following meanings:

- (a) “**Arrangement**” means the arrangement pursuant to the Arrangement Provisions on the terms and conditions set out herein;
- (b) “**Arrangement Agreement**” means the arrangement agreement dated as of November 7, 2018 between Stellar and Mosaic, as may be supplemented or amended from time to time;
- (c) “**Arrangement Provisions**” means Part 9, Division 5 of the BCBCA;
- (d) “**BCBCA**” means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;
- (e) “**Board of Directors**” means the current and existing board of directors of Stellar;
- (f) “**Business Day**” means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;
- (g) “**Class A Shares**” means the renamed and redesignated Common Shares as described in Section 3.1(b) of this Plan of Arrangement;
- (h) “**Common Shares**” means the voting common shares without par value in authorized share structure of Stellar;
- (i) “**Court**” means the Supreme Court of British Columbia;
- (j) “**Debenture**” means a convertible debenture issued by Stellar which are outstanding on the Effective Date.

- (k) “**Dissent Procedures**” means the rules pertaining to the exercise of Dissent Rights as set forth in Division 2 of Part 8 of the BCBCA and Article 5 of this Plan of Arrangement;
- (l) “**Dissent Rights**” means the rights of dissent granted in favour of registered holders of Common Shares in accordance with Article 5 of this Plan of Arrangement;
- (m) “**Dissent Share**” has the meaning given in Section 3.1(a) of this Plan of Arrangement;
- (n) “**Dissenting Shareholder**” means a registered holder of Common Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;
- (o) “**Distribution Record Date**” means the close of business on the Business Day immediately preceding the Effective Date for the purpose of determining the Shareholders entitled to receive New Common Shares and Spin-Out Shares pursuant to this Plan of Arrangement or such other date as the Board of Directors may select;
- (a) “**Effective Date**” has the meaning given to such term in the Arrangement Agreement;
- (p) “**Effective Time**” means 12:01 a.m. on the Effective Date or such other time on the Effective Date as agreed to in writing by Stellar and Mosaic;
- (q) “**Final Order**” means the final order of the Court approving the Arrangement;
- (r) “**Interim Order**” means the interim order of the Court providing advice and directions in connection with the Meeting and the Arrangement;
- (s) “**Mosaic**” means Mosaic Mining Corp., a company incorporated under the BCBCA;
- (t) “**Mosaic Shareholder**” means a holder of Mosaic Shares;
- (u) “**Mosaic Shares**” means the no par value shares which Mosaic is authorized to issue as the same are constituted on the date hereof;
- (v) “**Meeting**” means the annual and special meeting of the Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;
- (w) “**New Common Shares**” means a new class of voting common shares without par value which Stellar will create and issue as described in Section 3.1(b) of this Plan of Arrangement and for which the Class A Shares are, in part, to be

exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Common Shares;

- (x) “**Options**” means share purchase options issued pursuant to the Stock Option Plan which are outstanding on the Effective Date;
- (y) “**Plan of Arrangement**” means this plan of arrangement, as the same may be amended from time to time;
- (z) “**Registrar**” means the Registrar of Companies under the BCBCA;
- (aa) “**Replacement Debenture**” means a debenture convertible into New Common Shares to be issued by Stellar to a holder of a Debenture pursuant to Section 3.1(f) of this Plan of Arrangement;
- (bb) “**Replacement Option**” means an option to acquire a New Common Share to be issued by Stellar to a holder of an Option pursuant to Section 3.1(d) of this Plan of Arrangement.
- (cc) “**Replacement Warrant**” means a common share purchase warrant to acquire a New Common Share to be issued by Stellar to a holder of a Warrant pursuant to Section 3.1(e) of this Plan of Arrangement;
- (dd) “**Shareholders**” means holders of Common Shares;
- (ee) “**Spin-Out Shares**” means 2,000,000 Mosaic Shares held by Stellar immediately prior to the Effective Time;
- (ff) “**Stellar**” means Stellar Africa Gold Corp., a corporation continued under the BCBCA;
- (gg) “**Stock Option Plan**” means the existing stock option plan of Stellar as updated and amended from time to time.
- (hh) “**Tax Act**” means the *Income Tax Act* (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended; and
- (ii) “**Warrant**” means common share purchase warrants issued by Stellar which are outstanding on the Effective Date.

1.2 Interpretation Not Affected by Headings. The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specifically indicated, the terms “this Plan of Arrangement”, “hereof”, “hereunder” and similar expressions refer to this Plan of Arrangement as a whole and not to any particular article, section, subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number and Gender. Unless the context otherwise requires, words importing the singular number only will include the plural and vice versa, words importing the use of either gender will include both genders and neuter and words importing persons will include firms and corporations.

1.4 Meaning. Words and phrases used herein and defined in the BCBCA will have the same meaning herein as in the BCBCA, unless the context otherwise requires.

1.5 Date for any Action. If any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action will be required to be taken on the next succeeding Business Day.

1.6 Governing Law. This Plan of Arrangement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

ARTICLE 2 ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement. This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

2.2 Arrangement Effectiveness. The Arrangement and this Plan of Arrangement will become final and conclusively binding on Stellar, the Shareholders (including Dissenting Shareholders), the holders of Options, Warrants, Debentures and Mosaic Shareholders at the Effective Time without any further act or formality as required on the part of any person, except as expressly provided herein.

ARTICLE 3 THE ARRANGEMENT

3.1 The Arrangement. Commencing at the Effective Time, the following will occur and be deemed to occur in the following chronological order without further act or formality notwithstanding anything contained in the provisions attaching to any of the securities of Stellar or Mosaic, but subject to the provisions of Article 5:

- (a) each Common Share outstanding in respect of which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights (each, a “**Dissent Share**”) will be directly transferred and assigned by such Dissenting Shareholder to Stellar, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Shareholders other than the right to be paid the fair value for their Common Shares by Stellar;
- (b) the authorized share structure of Stellar will be altered by:

- (i) renaming and redesignating all of the issued and unissued Common Shares as “Class A common shares without par value” and varying the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the “Class A Shares”; and
 - (ii) creating a new class consisting of an unlimited number of “common shares without par value” with terms and special rights and restrictions identical to those of the Common Shares immediately prior to the Effective Time, being the “New Common Shares”;
- (c) Stellar’s Notice of Articles will be amended to reflect the alterations in Section 3.1(b);
 - (d) each Option then outstanding to acquire one Common Share will be deemed to be exchanged for one Replacement Option to acquire one New Common Share having the same exercise price, expiry date, vesting conditions and other terms and conditions as the Option;
 - (e) each Warrant then outstanding to acquire one Common Share will be deemed to be exchanged for one Replacement Warrant to acquire one New Common Share having the same exercise price, expiry date, vesting conditions and other terms and conditions as the Warrant;
 - (f) each Debenture then outstanding and convertible into one Common Share will be deemed to be exchanged for one Replacement Debenture convertible into one New Common Share having the same conversion terms, conditions and other terms as the Debenture;
 - (g) each issued and outstanding Class A Share outstanding on the Distribution Record Date will be exchanged for:
 - (i) one New Common Share; and
 - (ii) 0.0312 of a Spin-Out Share,

and the holders of the Class A Shares will be removed from the central securities register of Stellar as the holders of such and will be added to the central securities register of Stellar as the holders of the number of New Common Shares that they have received on the exchange set forth in this Section 3.1(d), and the Spin-Out Shares transferred to the then holders of the Class A Shares will be registered in the name of the former holders of the Class A Shares and Stellar will provide Mosaic and its registrar and transfer agent notice to make the appropriate entries in the central securities register of Mosaic;

- (h) all of the issued Class A Shares will be cancelled with the appropriate entries being made in the central securities register of Stellar, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the New Common

Shares will be equal to that of the Common Shares immediately prior to the Effective Time less the fair market value of the Spin-Out Shares distributed pursuant to Section 3.1(d);

- (i) the Class A Shares, none of which will be issued or outstanding once the steps in Section 3.1(e) to Section 3.1(h) are completed, will be cancelled and the authorized share structure of Stellar will be changed by eliminating the Class A Shares;
- (j) the Notice of Articles of Stellar will be amended to reflect the alterations in Section 3.1(i).

3.2 No Fractional Shares. Notwithstanding any other provision of this Arrangement, while each Shareholder's fractional shares will be combined, no fractional Class A Shares or Spin-Out Shares will be distributed to the Shareholders and, as a result, all fractional amounts arising under this Plan of Arrangement will be rounded down to the next whole number without any compensation therefor. Any Class A Shares or Spin-Out Shares not distributed as a result of so rounding down will be cancelled by Stellar and Mosaic, as applicable.

3.3 Deemed Fully Paid and Non-Assessable Shares. All New Common Shares and Class A Shares issued pursuant hereto will be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.

3.4 Supplementary Actions. Notwithstanding that the transactions and events set out in Section 3.1 will occur and will be deemed to occur in the chronological order therein set out without any act or formality, each of Stellar and Mosaic will be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in Section 3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, any necessary additions to or deletions from share registers, and agreements for stock options.

3.5 Withholding. Each of Stellar and Mosaic will be entitled to deduct and withhold from any cash payment or any issue, transfer or distribution of New Common Shares or Spin-Out Shares made pursuant to this Plan of Arrangement such amounts as may be required to be deducted and withheld pursuant to the Tax Act or any other applicable law, and any amount so deducted and withheld will be deemed for all purposes of this Plan of Arrangement to be paid, issued, transferred or distributed to the person entitled thereto under the Plan of Arrangement. Without limiting the generality of the foregoing, any New Common Shares or Spin-Out Shares so deducted and withheld may be sold on behalf of the person entitled to receive them for the purpose of generating cash proceeds, net of brokerage fees and other reasonable expenses, sufficient to satisfy all remittance obligations relating to the required deduction and withholding, and any cash remaining after such remittance will be paid to the person forthwith.

3.6 No Liens. Any exchange or transfer of securities pursuant to this Plan of Arrangement will be free and clear of any liens, restrictions, adverse claims or other claims of third parties of any kind.

ARTICLE 4 CERTIFICATES

4.1 Class A Shares. Recognizing that the Common Shares will be renamed and redesignated as Class A Shares pursuant to Section 3.1(b) and that the Class A Shares will be exchanged for New Common Shares pursuant to Section 3.1(e), Stellar will not issue replacement share certificates representing the Class A Shares.

4.2 New Common Shares. The share certificates representing the Common Shares will be deemed following completion of the Arrangement to represent the New Common Shares and Stellar will not issue replacement share certificates representing the New Common Shares.

4.3 Spin-Out Share Share Certificates. As soon as practicable following the Effective Date, Stellar will deliver or cause to be delivered certificates representing the Spin-Out Shares required to be issued to registered holders of Common Shares on the Distribution Record Date in accordance with the provisions of Section 3.1(e) of this Plan of Arrangement.

4.4 Option Certificate. The term of expiry, conditions to and manner of exercise and other terms and conditions of the Replacement Options shall be the same as the terms and conditions of the Options for which they are exchanged and any certificate previously evidencing an Option shall thereafter evidence and be deemed to evidence such Replacement Option.

4.5 Warrant Certificate. The term of expiry, conditions to and manner of exercise and other terms and conditions of the Replacement Warrants shall be the same as the terms and conditions of the Warrants for which they are exchanged and any certificate previously evidencing a Warrant shall thereafter evidence and be deemed to evidence such Replacement Warrant.

4.6 Debenture Certificate. The term of expiry, conditions to and manner of conversion and other terms and conditions of the Replacement Debentures shall be the same as the terms and conditions of the Debentures for which they are exchanged and any certificate previously evidencing a Debenture shall thereafter evidence and be deemed to evidence such Replacement Debenture.

ARTICLE 5 RIGHTS OF DISSENT

5.1 Dissent Right. Registered holders of Common Shares may exercise Dissent Rights with respect to their Common Shares in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in the Dissent Procedures, as they may be amended by the Interim Order, Final Order or any other order of the Court, and provided that such dissenting Shareholder delivers a written notice of dissent to Stellar at least two Business Days before the day of the Meeting or any adjournment or postponement thereof.

5.2 Dealing with Dissenting Shares. Shareholders who duly exercise Dissent Rights with respect to their Dissenting Shares and who:

- (a) are ultimately entitled to be paid fair value for their Dissenting Shares will be deemed to have transferred their Dissenting Shares to Stellar for cancellation as of the Effective Time pursuant to Section 3.1(a); or
- (b) for any reason are ultimately not entitled to be paid for their Dissenting Shares, will be deemed to have participated in the Arrangement on the same basis as a non-dissenting Shareholder and will receive New Common Shares and Spin-Out Shares on the same basis as every other non-dissenting Shareholder;

but in no case will Stellar be required to recognize such persons as holding Common Shares on or after the Effective Date.

ARTICLE 6 AMENDMENTS & WITHDRAWAL

6.1 Amendments. Stellar, in its sole discretion, reserves the right to amend, modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court and, if made following the Meeting, approved by the Court.

6.2 Amendments Made Prior to or at the Meeting. Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Stellar at any time prior to or at the Meeting with or without any prior notice or communication, and if so proposed and accepted by the Shareholders voting at the Meeting, will become part of this Plan of Arrangement for all purposes.

6.3 Amendments Made After the Meeting. Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Stellar after the Meeting but prior to the Effective Time and any such amendment, modification or supplement which is approved by the Court following the Meeting will be effective and will become part of the Plan of Arrangement for all purposes. Notwithstanding the foregoing, any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order unilaterally by Stellar, provided that it concerns a matter which, in the reasonable opinion of Stellar, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of New Common Shares or Spin-Out Shares.

6.4 Withdrawal. Notwithstanding any prior approvals by the Court or by Shareholders, the Board of Directors may decide not to proceed with the Arrangement and to revoke the Arrangement Resolution at any time prior to the Effective Time, without further approval of the Court or the Shareholders.

**SCHEDULE F
INTERIM ORDER**



No.: S1812124
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF:

STELLAR AFRICAGOLD INC.

PETITIONER

AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING STELLAR AFRICAGOLD INC. AND ITS SECURITYHOLDERS PURSUANT TO SECTIONS 288 to 299 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA), S.B.C. 2002, c. 57, AS AMENDED

ORDER MADE AFTER APPLICATION

BEFORE)) Tuesday, the
)) **MASTER DICK**) 13th day of
))) November, 2018

ON THE APPLICATION of the Petitioner, Stellar AfricaGold Inc.

without notice, coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on Tuesday, the 13th day of November, 2018 and on hearing counsel for the Petitioner and upon reading the material filed; and upon being advised that it is the intention of Mosaic Minerals Corp. to rely upon Section 3(a)(10) of the United States *Securities Act of 1933* (the “Securities Act of 1933”) as a basis for an exemption from the registration requirements of the Securities Act of 1933 with respect to the securities of Mosaic Minerals Corp. to be distributed under the proposed Plan of Arrangement based on the Court’s approval of the Arrangement;

THIS COURT ORDERS that:

1. The Petitioner, Stellar AfricaGold Inc. (the “Petitioner” or “Stellar”), be permitted to convene, hold and conduct an annual general and special meeting of its registered holders of common shares (the “Stellar Shareholders”), to be held at 10:00 a.m. (Pacific Standard Time) on December 11, 2018 in Vancouver, British Columbia at the offices of Bennett Jones LLP, Suite 2600, 1066 West Hastings Street, Vancouver, British Columbia V6E 3X1 (the “Meeting”).

2. At the Meeting, in addition to other routine matters, Stellar Shareholders will consider and, if deemed advisable, pass, with or without variation, a special resolution with or without variation (the “Continuation Resolution”), approving the continuation of Stellar as a British Columbia company under the *Business Corporations Act* (British Columbia) (the “BCBCA”); and (b) assuming the Continuation Resolution is passed, consider and, if deemed advisable, pass with or without amendment, a special resolution (the “Arrangement Resolution”), authorizing, approving and agreeing to adopt a plan of arrangement (the “Plan of Arrangement”) among the Petitioner, the Stellar Shareholders and Mosaic Minerals Corp. (“Mosaic”) (the “Arrangement”) as described in the Plan of Arrangement attached as part of Exhibit “A” to the Affidavit of John Cumming, sworn on November 8, 2018.
3. The Meeting shall be called, held and conducted in accordance with the bylaws of Stellar, the provisions of *Canada Business Corporations Act* (in respect of all matters considered at the Meeting before the Continuation), the BCBCA and the Articles of Stellar (in respect of all matters to be considered at the Meeting subsequent to the Continuation), in each case subject to the terms of this Interim Order and any further Order of the Court.
4. The following information (collectively the “Meeting Materials”):
 - (a) the Notice of the Meeting; and
 - (b) the management information circular of Stellar (the “Circular”) and the appendices to the Circular.

in substantially the same form annexed as Exhibit “A” of the Affidavit of John Cumming sworn on November 8, 2018, with such amendments and inclusions thereto as counsel for the Petitioner may advise are necessary or desirable, provided that such amendments and inclusions are not inconsistent with the terms of this Order, will be mailed by prepaid ordinary mail or sent by facsimile or other electronic transmission:

- (a) to the Stellar Shareholders at their registered address as they appear on the books of the Petitioner at the close of business on November 7, 2018, being the record

date for the determination of Stellar Shareholders entitled to notice of the Meeting; and

(b) to the directors and auditors of the Petitioner,

which mailing or delivery will occur at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing and excluding the date of the Meeting, and that service of the Meeting Materials as herein described, will constitute good and sufficient service of such Meeting Materials, upon all who may wish to appear in these proceedings, and no other service need be made, and such service will be effective on the fifth day after the said Meeting Materials are mailed or, if sent by facsimile or other electronic transmission, on the date of said transmission.

5. The accidental omission to give the Meeting Materials to, or the non-receipt of such notices by, one or more of the persons specified herein, will not invalidate any resolution passed or proceedings taken at the Meeting.
6. The Chair of the Meeting (the "Chair") will be an officer, director or legal counsel of the Petitioner or such other person as may be appointed by the Stellar Shareholders for that purpose.
7. The Chair is at liberty to call on the assistance of legal counsel to the Petitioner at any time and from time to time, as the Chair may deem necessary or appropriate during the Meeting, and such legal counsel is entitled to attend the Meeting for this purpose.
8. Each registered Stellar Shareholder will have the right to dissent in respect of the Arrangement Resolution in accordance with the provisions of sections 237 to 247 of the BCBCA, as modified by the terms of this Interim Order and the Plan of Arrangement. A beneficial holder of common shares of Stellar (the "Stellar Shares") registered in the name of a broker, custodian, trustee, nominee or other intermediary who wishes to dissent must make arrangements for the registered Stellar Shareholder to dissent on behalf of the beneficial holder of Stellar Shares or, alternatively, make arrangements to become a registered Stellar Shareholder.

9. Registered Stellar Shareholders will be the only shareholders of Stellar entitled to exercise rights of dissent.
10. Notice to Stellar Shareholders of their dissent rights with respect to the Arrangement Resolution and their right to receive, subject to the provisions of the BCBCA and the Arrangement, the fair value of their securities will be given by including information with respect to this right in the Circular to be sent to the Stellar Shareholders in accordance with this Interim Order.
11. Subject to further order of this Court, the rights available to the Stellar Shareholders under the BCBCA and the Plan of Arrangement to dissent from the Arrangement will constitute full and sufficient dissent rights for the Stellar Shareholders with respect to the Arrangement.
12. The Meeting may be adjourned or postponed for any reason upon the approval of the Chair, and if the Meeting is adjourned or postponed, it will be reconvened or held at a place and time to be designated by the Chair. An adjournment is without the necessity of first convening the Meeting or first obtaining any vote of Stellar Shareholders respecting such adjournment or postponement and without the need for approval of the Court. Notice of any such adjournments or postponements will be given by news release, newspaper advertisement, or by notice sent to Stellar Shareholders by one of the methods specified in paragraph 4 of this Interim Order. The record date will remain November 7, 2018 and will not change in respect of adjournments or postponements of the Meeting.
13. The quorum required at the Meeting will be the quorum required by the Bylaws of the Petitioner.
14. In accordance with the BCBCA votes required to adopt the Arrangement Resolution at the Meeting will be the affirmative vote of not less than 66 $\frac{2}{3}$ % of the votes cast by the Stellar Shareholders in person or by proxy on the Arrangement Resolution at the Meeting on the basis of one vote per Stellar Share held. In addition, in accordance with the requirements of Multilateral Instrument 61-101- Protection of Minority Security Holders in Special Transactions (“MI 61-101”), the Arrangement Resolution must also be

approved by an ordinary resolution with the votes attached to the common shares held by any interested party (as defined in MI 61-101) disregarded.

15. An officer or director of Stellar will, in due course, file with the Court affidavit(s) verifying the actions taken and the decisions reached by the Stellar Shareholders at the Meeting with respect to the Arrangement.
16. The only persons entitled to notice of or vote at the Meeting or any adjournment(s) or postponement(s) thereof either in person or by proxy will be the Stellar Shareholders as at the close of business on November 7, 2018 and the directors and auditors of the Petitioner. A representative of Mosaic is entitled to attend the Meeting.
17. The Petitioner be at liberty to serve the Meeting Materials on persons outside the jurisdiction of this Honourable Court in the manner specified herein.
18. Unless the directors of the Petitioner by resolution determine to abandon the Arrangement, the Application for the Final Order (the "Final Application") will be set down for hearing before the presiding Judge in Chambers at the Courthouse at 800 Smithe Street, Vancouver, British Columbia on such date following the date of the Meeting as the Petitioner may determine, and that, upon approval of the Arrangement Resolution at the Meeting in the manner set forth in this Interim Order, the Petitioner be at liberty to proceed with the Final Application on that date.
19. Only Stellar Shareholders and holders of any other right to acquire a security of the Petitioner who deliver a request for notice of the date of the Final Application to counsel for the Petitioner at the following address, prior to 4:00 p.m. on the date of the Meeting, will be provided such notice:

Bennett Jones LLP
Suite 2200 – 1055 West Hastings Street
Vancouver, BC V6E 2E9
Telephone: (604) 891-7500
Attention: David Gruber
Lawyers for Stellar AfricaGold Inc.

20. Any Stellar Shareholder and any holder of any other right to acquire a security of the Petitioner may appear at the Final Application provided that such person will file a Response to the Petition filed herein, in the form prescribed by the Rules of Court of the Supreme Court of British Columbia, and deliver a copy of the filed Response to counsel for the Petitioner at the address set out above, on or before 4:00 p.m. at least seven days prior to the date of the Hearing of the Final Application, or as the Court may otherwise direct.
21. Subject to other provisions in this Interim Order no material other than that contained in the Meeting Materials need be served on any persons in respect of these proceedings.
22. If the Final Application is adjourned, only those persons who have filed and delivered a Response to the Petition in accordance with this Interim Order need to be served and provided with notice of the adjourned date.
23. The provisions of Rule 8-1 (apart from the requirement for an Application Record) and 16-1 be hereby dispensed with for the purposes of any further application to be made pursuant to this Petition.
24. The Petitioner is authorized to make such amendments, revisions or supplements to the Plan of Arrangement in accordance with the Arrangement Agreement without any additional notice to the Stellar Shareholders, and the Plan of Arrangement as so amended, revised and supplemented will be the Plan of Arrangement submitted to the Meeting, and the subject of the Arrangement Resolution.
25. The Petitioner and the Stellar Shareholders, directors and auditors will, and hereby do, have liberty to apply for such further Orders as may be appropriate.
26. To the extent that any inconsistency or discrepancy between this Interim Order and the Circular, BCBCA, applicable securities laws, Bylaws or the Articles of Stellar, this Interim Order will govern.

BY THE COURT

REGISTRAR

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

for

Signature of ~~David Gruber~~ Chris Grisdale

petitioner lawyer for Petitioner,
Stellar AfricaGold Inc.

By the Court

Registrar

**SCHEDULE G
DISSENT PROVISIONS OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)**

**DISSENT RIGHTS
SECTIONS 237-247 OF THE BCBCA**

Definitions and Application

237(1) In this Division:

"dissenter" means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

"notice shares" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

"payout value" means,

- (a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,
- (b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291(2)(c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement,
- (c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, or
- (d) in the case of a dissent in respect of a community contribution company, the value of the notice shares set out in the regulations,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

- (a) the court orders otherwise, or
- (b) in the case of a right of dissent authorized by a resolution referred to in section 238(1)(g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238(1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

- (a) under section 260, in respect of a resolution to alter the articles
 - (i) to alter restrictions on the powers of the company or on the business it is permitted to carry on, or

- (ii) without limiting subparagraph (i), in the case of a community contribution company, to alter any of the company's community purposes within the meaning of section 51.91;
 - (b) under section 272, in respect of a resolution to adopt an amalgamation agreement;
 - (c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;
 - (d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;
 - (e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;
 - (f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;
 - (g) in respect of any other resolution, if dissent is authorized by the resolution;
 - (h) in respect of any court order that permits dissent.
- (2) A shareholder wishing to dissent must
- (a) prepare a separate notice of dissent under section 242 for
 - (i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and
 - (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,
 - (b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and
 - (c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.
- (3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must
- (a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and
 - (b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

239(1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

- (2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must
- (a) provide to the company a separate waiver for

- (i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and
 - (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and
- (b) identify in each waiver the person on whose behalf the waiver is made.
- (3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to
- (a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and
 - (b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.
- (4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

240(1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

- (a) a copy of the proposed resolution, and
- (b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

- (a) a copy of the proposed resolution, and
- (b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

- (a) a copy of the resolution,
- (b) a statement advising of the right to send a notice of dissent, and
- (c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

- (a) a copy of the entered order, and
- (b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242(1) A shareholder intending to dissent in respect of a resolution referred to in section 238(1) (a), (b), (c), (d), (e) or (f) must,

- (a) if the company has complied with section 240(1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,
- (b) if the company has complied with section 240(3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or
- (c) if the company has not complied with section 240(1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of
 - (i) the date on which the shareholder learns that the resolution was passed, and
 - (ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238(1) (g) must send written notice of dissent to the company

- (a) on or before the date specified by the resolution or in the statement referred to in section 240(2)(b) or (3)(b) as the last date by which notice of dissent must be sent, or
- (b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238(1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company

- (a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or

- (b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.
- (4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:
- (a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;
 - (b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;
 - (c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and
 - (i) the name and address of the beneficial owner, and
 - (ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.
- (5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

- 243(1) A company that receives a notice of dissent under section 242 from a dissenter must,
- (a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of
 - (i) the date on which the company forms the intention to proceed, and
 - (ii) the date on which the notice of dissent was received, or
 - (b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.
- (2) A notice sent under subsection (1) (a) or (b) of this section must
- (a) be dated not earlier than the date on which the notice is sent,

- (b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and
- (c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of dissent

244(1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

- (a) a written statement that the dissenter requires the company to purchase all of the notice shares,
- (b) the certificates, if any, representing the notice shares, and
- (c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1) (c) must

- (a) be signed by the beneficial owner on whose behalf dissent is being exercised, and
- (b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

- (a) the dissenter is deemed to have sold to the company the notice shares, and
- (b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

245(1) A company and a dissenter who has complied with section 244(1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

- (a) promptly pay that amount to the dissenter, or
- (b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

- (a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,
- (b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244(1), and
- (c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection (2)(a) of this section, the company must

- (a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or
- (b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1)(b) or (3)(b),

- (a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or
- (b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

- (a) the company is insolvent, or
- (b) the payment would render the company insolvent.

Loss of right to dissent

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the

dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

- (a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;
- (b) the resolution in respect of which the notice of dissent was sent does not pass;
- (c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;
- (d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;
- (e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;
- (f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;
- (g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;
- (h) the notice of dissent is withdrawn with the written consent of the company;
- (i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

247 If, under section 244(4) or (5), 245(4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

- (a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244(1)(b) or, if those share certificates are unavailable, replacements for those share certificates,
- (b) the dissenter regains any ability lost under section 244(6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and
- (c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.

**SCHEDULE H
MOSAIC MINING CORP. FOLLOWING THE ARRANGEMENT**

Capitalized words used in this Schedule H and not otherwise defined shall have the meaning ascribed to such terms in the Circular.

FORWARD LOOKING STATEMENTS

This Circular includes and incorporates statements that are prospective in nature that constitute forward-looking information and/or forward-looking statements within the meaning of applicable securities laws (collectively, “**forward-looking statements**”). Forward-looking statements include, but are not limited to, the completion and proposed terms of, and matters relating to, the Arrangement and the expected timing related thereto, the acquisition by Mosaic of the Opawica Project, the tax treatment of the Arrangement, the treatment of the Mosaic Shares as qualified investments for the purposes of a Registered Plan, the expected operations, financial results and condition of Mosaic following the Arrangement, Mosaic’s future objectives and strategies to achieve those objectives, including, the future prospects of Mosaic as an independent company, the listing of the Mosaic Shares on the CSE, any market created for Mosaic’s securities, the estimated cash flow, capitalization and adequacy thereof for Mosaic following the Arrangement, the expected benefits of the Arrangement to, and resulting treatment of, shareholders of Mosaic (“**Mosaic Shareholders**”), the anticipated effects of the Arrangement, the estimated costs of the Arrangement, the satisfaction of the conditions to consummate the Arrangement, the expected terms of Mosaic’s funding arrangements, the adoption of any dividend policy for Mosaic or payment of any dividends by Mosaic, the issuance of Mosaic options upon completion of the Arrangement, as well as other statements with respect to management’s beliefs, plans, estimates and intentions, and similar statements concerning anticipated future events, results, circumstances, performance or expectations that are not historical facts. Forward-looking statements generally can be identified by the use of forward-looking terminology such as “outlook”, “objective”, “may”, “will”, “expect”, “intend”, “estimate”, “anticipate”, “believe”, “should”, “plans” or “continue”, or similar expressions suggesting future outcomes or events.

Forward-looking statements reflect management’s current beliefs, expectations and assumptions and are based on information currently available to management, management’s historical experience, perception of trends and current business conditions, expected future developments and other factors which management considers appropriate. With respect to the forward-looking statements included in or incorporated into this Circular, management has made certain assumptions with respect to, among other things, the anticipated approval of the Arrangement by Shareholders and the Court, the anticipated receipt of any required regulatory approvals and consents (including the final approval of the TSX-V and the CSE), the expectation that each of the Company and Mosaic will comply with the terms and conditions of the Arrangement Agreement, the expectation that no event, change or other circumstance will occur that could give rise to the termination of the Arrangement Agreement, that the assumptions underlying the Mosaic Carve-Out Financial Statements are reasonable, that no Court approval will be set aside or modified, the expectation that the Court will determine that the Arrangement is procedurally and substantively fair and that such determination will form the basis for an exemption from the registration requirements of the 1933 Act pursuant to Section 3(a)(10) of the 1933 Act, that no unforeseen changes in the legislative and operating framework for the respective businesses of Mosaic and the Company will occur, the belief that separation of the South America Assets and Opawica Project will enable investors to more accurately compare and evaluate each company, the belief that each company will benefit from pursuing independent growth and capital allocation strategies, that Mosaic will have access to adequate capital to fund its future projects and plans, that the Opawica Project will continue to be prospective for minerals, that each company will meet its future objectives and priorities, that each company will have access to adequate capital to fund its future projects and plans, that each company’s future projects and plans will proceed as anticipated, as well as assumptions concerning general economic and industry growth rates, commodity prices, currency exchange and interest rates and competitive intensity.

Readers are cautioned not to place undue reliance on forward-looking statements, as there can be no assurance that the future circumstances, outcomes or results anticipated or implied by such forward-looking statements will occur or that plans, intentions or expectations upon which the forward-looking statements are based will occur. By their nature, forward-looking statements involve known and unknown risks and uncertainties and other factors that could cause actual results to differ materially from those contemplated by such statements. Factors that could cause such differences include, but are not limited to: conditions precedent or approvals required for the Arrangement not being obtained; the potential benefits of the Arrangement to Mosaic not being realized; the risk of tax liabilities to Mosaic or Mosaic Shareholders as a result of the Arrangement, and general business and economic uncertainties and adverse market conditions; the potential for the combined trading prices of the New Common Shares and the Mosaic Shares after the Arrangement being less than the trading price of Common Shares immediately prior to the Arrangement; there being no established market for the Mosaic Shares; the costs related to the Arrangement that must be paid even if the Arrangement is not completed; obtaining approvals and consents, or satisfying other requirements, necessary or desirable to permit or facilitate completion of the Arrangement; global financial markets, general economic conditions, competitive business environments, and other factors may negatively impact Mosaic's financial condition; future factors that may arise making it inadvisable to proceed with, or advisable to delay, all or part of the Arrangement; and the potential inability or unwillingness of current Shareholders to hold Mosaic Shares following the Arrangement. For a further description of these and other factors that could cause actual results to differ materially from the forward-looking statements included in or incorporated into this Circular, see the risk factors discussed under the heading "*Risk Factors*", as well as the risk factors included in the Company's management's discussion and analysis for the year ended July 31, 2017 and for the interim period ended April 30, 2018 and as described from time to time in the reports and disclosure documents filed by the Company with Canadian securities regulatory authorities, which are available under the Company's profile on SEDAR at www.sedar.com. This list is not exhaustive of the factors that may impact Mosaic's forward-looking statements. These and other factors should be considered carefully and readers should not place undue reliance on Mosaic's forward-looking statements. As a result of the foregoing and other factors, there can be no assurance that actual results will be consistent with these forward-looking statements.

All forward-looking statements included in or incorporated by reference into this Schedule H are qualified by these cautionary statements. The forward-looking statements contained herein are made as of the date of this Circular and, except as required by applicable law, neither the Company nor Mosaic undertakes any obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

Readers are cautioned that the actual results achieved will vary from the information provided herein and that such variations may be material. Consequently, there are no representations by the Company or Mosaic that actual results achieved will be the same in whole or in part as those set out in the forward-looking statements.

CORPORATE STRUCTURE

Mosaic was incorporated as "Mosaic Minerals Inc." on June 21, 2018 under the BCBCA. Its head office is located at 4908 Pine Crescent, Vancouver, British Columbia V6M 3P6 and its registered and records office is located at 2600 - 1066 West Hastings Street, Vancouver, British Columbia V6E 3X1.

As of the date hereof, Mosaic does not have any subsidiaries, and it is not expected to have any subsidiaries upon completion of the Arrangement.

DESCRIPTION OF THE BUSINESS

Mosaic was incorporated on June 21, 2018 for the purposes of completing the Arrangement. It has no operating history.

Prior to completion of the Arrangement, Mosaic will finalize the acquisition of the Company's interest in the Opawica mineral claims located in Quebec (collectively, the "**Opawica Project**"). The Opawica Project will be considered Mosaic's material property.

If the Shareholders approve the Proposed Transaction, the Company will acquire the Opawica Project from the Company in exchange for the Consideration Shares and the NSR.

Upon completion of the Arrangement, Mosaic intends to focus on exploration and development in Quebec focussing on the Opawica Project. Mosaic may also acquire and explore other mineral properties in Quebec.

Mosaic has no employees. Maurice Giroux serves as President and CEO and supervises all exploration programs. John Cumming serves as CFO. Upon completion of the Arrangement Mr. Giroux and Mr. Cumming will remain executive officers of Mosaic. In the near term, exploration activities will be conducted using outside independent contractors and subcontractors.

See "*Risk Factors – Risks Relating to Mosaic's Business*" in this Schedule H.

Opawica Project

The Opawica Project is the subject of the Opawica Technical Report. Set out below is a summary from the Opawica Technical Report.

Terms

In August 2018, Mosaic Minerals Corp. ("Mosaic") and Stellar AfricaGold Inc. retained Laurentia Exploration Inc. and GoldMinds Geoservices Inc. to prepare an independent Technical Report on Mosaic's Opawica property (Chibougamau-Chapais, Québec). The report is written to be compliant with Canadian Securities Administrators National Instrument, Respecting Standards of Disclosure for Mineral Projects (NI 43-101) and its related Form 43-101F1. For such respect to the National Instrument 43-101 law, two independent Qualified Persons (QP) are involved in this report preparation: Claude Duplessis (P. Eng.) from GoldMinds Geoservices Inc. and Jérôme Augustin (P.Geo, Ph.D.) from Laurentia Exploration Inc. Certificates of Qualification can be found at pages ii and iii. Both QPs did a field visit of the property on August 30th, 2018 since when no further exploration has been undertaken.

Scope of work

Phases of work undertaken regarding this report include: 1) Research and compilation of past and present data, 2) QP site visit of the Philibert-I Showing, 3) writing of the NI 43-101 compliant Technical Report.

Property location and accessibility

Opawica property is located 55 km south from the town of Chibougamau (Northern Quebec, Figure 2). Boundaries latitudes and longitudes are:

- North: 49°46'30" N at the northern boundary of the Opawica North block;
- South: 49°37'50" N at the southern boundary of Opawica South block;
- East: 74°44'17 W at the eastern boundary of Opawica North block;
- West: 74°57'50 W at the western boundary of Philibert-I block.

It is accessible taking highway 167 northward from the Lac St-Jean region, until intersection with highway 113 westward. A year-round maintained forestry road also permit access to the property and which entry is at km 190 on highway 167.

Claims

The property is composed of 33 Map-staked cells (CDC) for an area of 1847.8 hectares. It is divided in three isolated claims block (Figure 3) which are: Philibert-I block (4 claims, 223.9 hectares), Opawica North block (14 claims, 783.45 hectares) and Opawica South block (15 claims, 840.43 hectares). Map-staked cells are pre-established land parcels which gives to the owner exclusive right for exploration on the unit, according to the Quebec Mining law. They don't give any right on surface construction, forestry, hunting or halieutic resources etc. When this report is being written, all these titles are in good standing and registered at 100% to Stellar AfricaGold Inc. They are to be transferred to Mosaic Minerals Corp. after Stellar extraordinary shareholder meeting to be held in the course of December 2018.

Historical facts

Exploration activities started on or around the property with a geological mapping survey realized by the Quebec mining ministry in 1959 (Table 5).

Several MAG and/or EM surveys (both ground and airborne) were conducted by Chibex Mines Ltd. on Opawica South block during the 1970s. Philibert-I Showing was discovered by SOQUEM Inc., in 1983 after channeling that led to 31.06 g/t over 1.2 m, and drilling with best results being 18.86 g/t Au over 0.6 m). Late 1980s and 1990s explorations were focused on Opawica South block, with one ground and on airborne MAG-EM surveys and subsequent drilling without any significant result. These works were led by Les Explorations Noramco Inc. and Muscocho Explorations Ltd. Stellar AfricaGold Inc., worked on the property between 2014 and 2016. It includes, on each block, airborne MAG/VLF surveys, Beep Mat prospection and mapping. 6 channels sampling were done on Philibert-I block/showing with best results being: 2.58 g/t Au over 1.65 m and 7.84 g/t Au over 1 m.

Geology and mineralization

Opawica property belongs to the northern volcanic belt of the Abitibi sub-province, in the Superior Province of the Archean Canadian Shield. Regional stratigraphy consists in the Roy group and overlying sedimentary rocks of the Opemisca Group and Caopatina Formation (Figure 8). Local geology is made of the mafic tholeiitic volcanic flows and interbedded tuffs levels of the Obatogamau Formation (Roy Group oldest unit), on which are unconformably overlying the Caopatina wackes and conglomerates. Units are striking (Figure 9) with an east-west sub-vertical dipping foliation. Metamorphism reaches amphibolite facies in the rocks of the property. The major Caopatina-Guercheville deformation corridor is observed within the Philibert-I block, through a pervasive and well-developed N090 Sp planar fabric.

Gold mineralization is associated with millimetric to metric wide quartz veins cutting through the Obatogamau rock of Philibert-I block. These veins are followed along a 50 m N110 strike. Quartz veins contain tourmaline and pyrite and lies within an epidote-iron carbonates alteration envelope. Observations (during 2018 QPs field visit) of asymmetric "Z and M" secondary folding affecting the veins indicate a decametric antiform fold hinge with Sp axial plane plunging west-south-westward.

Data validation

2018 data validation consisted in resampling Stellar channel #02. The 3 twinned samples were shipped to ALS Val d'Or, with one blank and one standard material, both returning satisfying assay results. 2018 results (resumed in below Table 7 copy) confirm, with a NI 43-101 compliant procedure, the historical gold intersections and underline the gold potential of the property, at least in Philibert-I block.

Table 7 copy: 2018 channel reassaying results

2018 twin sample numbers	Corresponding historical sample numbers	Historical grades (g/t)	2018 results (g/t)	Comments
492251	-	-	0.003	2018 Blank
492252	-	-	1.25	2018 Std
492253	S476063	7.84	9.24	-
492254	S476065	0.376	0.319	-
492255	S476066	0.896	2.55	-

Adjacent properties

Mosaic/Stellar Opawica property is surrounded by the following properties and owner (Figure 19):

- SOQUEM INC. Philibert property deposit
- Meston Lake-Former Joe Mann Mine property (Jessie Resources Inc. and SOQUEM Inc.)
- Anik Project (Kintavar Exploration Inc.)
- Nelligan Project (Vanstar Mining Resources)
- Chevrier Deposit (Genesis Metals Corporation)
- Monster Lake Deposit (TomaGold J.V. IAMGOLD CORP.)

It is important to notice that Boby and Kovi showings (Anik Project, Kintavar Exploration Inc.) exhibit gold mineralization that strike directly toward Opawica North block.

Interpretation and conclusion

Historical data compilation combined to August 2018 field visit let the QPs affirm that there is gold potential within Opawica property. The three blocks belong to a yet well-known deformation corridor (Opawica-Guercheville) for its gold content, expressed in numerous gathered gold showings on an east-west trend (Figure 20). For instance, former Joe Mann Mine is part of this corridor. 2018 acquired structural data and interpretation from the QPs highlight the importance of a prospective major fold hinge which is tough to be located northwest from Philibert-I known outcrop. Also, nothing has proved yet that the mineralization found on the Anik Project (south-west of Opawica North block) doesn't strike until Mosaic claims.

Recommendations

According to author's preliminary observations, more work are recommended on the property and could be divided in several steps (with corresponding costs):

Phase 1

Step 1 (before winter):

- Improve accessibility of Philibert-I Showing: 10 000\$
- Testing different geophysical methods on Philibert-I Showing: 5 000\$
- Line cutting on Philibert block (23km @ 700\$/km all included): 16 100\$
- Line cutting on a part of Opawica North block (24.5 km @ 700\$/km all included): 17 150\$

Step 2 (winter):

- IP survey on Philibert block (20 km @ 1700\$/km all included): 34 000\$
- IP survey on a part of Opawica North block (23.2 km @ 1700\$/km all included): 39 440\$
- Targeting for a stripping and drilling campaign: 5 000\$

Phase 1 budget estimation: 126 690\$

Phase 2 (if geophysical result justify it)

- 3000m drilling campaign (200\$/m. all included): 600 000\$

Phase 2 budget estimation: 600 000\$

AVAILABLE FUNDS AND PRINCIPAL PURPOSES

Available Funds

Prior to the completion of the Arrangement, Mosaic issued 6,000,000 shares to founders for \$0.005 per share raising \$30,000 and completed the Mosaic Private Placement issuing 5,456,250 Mosaic Shares in two tranches at an average price of a price of \$0.0524 per Mosaic Share raising \$290,800 for total funds raised of \$320,800

Principal Purposes

Mosaic was incorporated on June 21, 2017. The following table summarizes the approximate expenditures, both incurred and anticipated, by Mosaic required to achieve its business objectives for the period commencing June 21, 2017 and continuing for 12 months following completion of the Arrangement:

<u>Principal Purpose</u>	<u>Cost</u>
Operating expenses including legal and audit expenses	\$94,110.00
Opawica exploration expense	\$126,690.00
Working capital	<u>\$100,000.00</u>
Total	<u>\$320,800.00</u>

Mosaic intends to spend the funds available to it as stated in the table above. However, there may be circumstances where, for sound business reasons, a reallocation of funds may be necessary for Mosaic to achieve its objectives or to pursue other opportunities that management believes are in the interests of Mosaic. See “*Risk Factors – Risks Relating to Mosaic’s Business*” in this Schedule H.

HISTORICAL AND PRO-FORMA CONSOLIDATED FINANCIAL INFORMATION

The Mosaic Carve-out Financial Statements and the Mosaic Pro-forma Financial Statements are attached as Schedules J and K, respectively, to the Circular.

The historical carve-out and *pro-forma* financial information has been prepared for illustrative purposes only and may not be indicative of the operating results or financial condition that would have been achieved if the Arrangement had been completed on the date or for the periods noted, nor do they purport to project the results of operations or financial position for any future period or as of any future date. In addition to the *pro-forma* adjustments that comprise the *pro-forma* financial information, various other factors will have an effect on the financial condition and results of operations of Mosaic following the completion of the Arrangement. See “*Risk Factors*”.

DESCRIPTION OF SHARE CAPITAL

Mosaic is authorized to issue an unlimited number of common shares with no par value each carrying one vote per share.

DIVIDEND POLICY

Mosaic has not paid any dividends since its incorporation. Mosaic does not anticipate paying any dividends in the short-term. Any decision to pay dividends on the Mosaic Shares in the future will be made by the Mosaic Board in its discretion on the basis of earnings, financial requirements, business objectives and opportunities and such other factors and conditions as the Mosaic Board may consider relevant at such time. See “*Risk Factors – Risks Relating to Mosaic’s Business*” in this Schedule.

EQUITY PLAN DESCRIPTIONS

Stock Option Plan

As of the date of this Circular, Mosaic has not adopted a stock adoption plan. It is anticipated that the Mosaic Board will adopt a stock option plan in connection with listing on the CSE (the “**Mosaic Option Plan**”). The Mosaic Option Plan will be the only equity compensation plan of Mosaic upon completion of the Arrangement.

Options to Purchase Securities

There will be no options, share units, warrants or rights granted by Mosaic under its equity compensation plans upon completion of and pursuant to the Arrangement.

PRIOR SALES

On June 21, 2018 Mosaic issued 6,000,000 Mosaic Shares for \$0.005 for each Mosaic Share to Maurice Giroux (3,000,000 shares), John Cumming (2,000,000 shares) and Jacques Trottier (1,000,000 shares).

In two tranches September 5 and October 5, 2018, Mosaic issued 2,098,750 Mosaic Shares at \$0.04 for each Mosaic Share and 3,447,500 Mosaic Shares at \$0.06 for each Mosaic Share, an average of \$0.0524, all pursuant to the Mosaic Private Placement.

Pursuant to the terms of the Purchase Agreement and the Modification Agreement between the Company and Mosaic, Mosaic issued into escrow 7,200,000 Mosaic Shares to the Company at \$0.05 for each Mosaic Share as partial consideration for the Opawica Project.

**ESCROWED SECURITIES AND SECURITIES
SUBJECT TO CONTRACTUAL RESTRICTION ON TRANSFERS**

To the knowledge of Mosaic, as of the date of the Circular, no securities of any class of securities of Mosaic are held in escrow or subject to contractual restrictions on transfer or are anticipated to be held in escrow or subject to contractual restrictions on transfer following the completion of the Arrangement.

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

Mosaic is authorized to issue an unlimited number of Mosaic Shares. As at the date of this Circular, there were 18,746,250 Mosaic Shares outstanding. There are no other shares issued or outstanding of any other class.

To the knowledge of the directors and executive officers of the Company, no person, firm or company, will upon completion of the Arrangement and the Mosaic Private Placement, beneficially own, directly or indirectly, or exercise control or direction over, voting securities carrying more than 10% of the voting rights attached to any class of voting securities of Mosaic other than as set out below:

Name of Shareholder	Number of Shares	Percentage of Outstanding Voting Rights
John Cumming	2,000,000	10.66%
Maurice Giroux	3,000,000	16.00%

DIRECTORS AND EXECUTIVE OFFICERS

The following table sets out the names, province or state and country of residence of the proposed directors of Mosaic, the offices they will hold within Mosaic, their principal occupations, business or employment within the five preceding years, the date of their appointment as director, and the number of Mosaic Shares which each will beneficially owns, directly or indirectly, or over which control or direction is exercised, as at completion of the Arrangement:

Name, province or state and country of residence and positions, current and former, if any, held in the Company	Principal occupation for last five years	Date Appointed	Number of common shares beneficially owned, directly or indirectly, or controlled or directed at present ⁽¹⁾
John Cumming ⁽²⁾ British Columbia, Canada <i>Executive Vice President and Chief Financial Officer</i>	Lawyer, President and CEO of the Company. Previously Vice President and CFO of Merrex Gold Inc.	June 21, 2018	2,074,880

Name, province or state and country of residence and positions, current and former, if any, held in the Company	Principal occupation for last five years	Date Appointed	Number of common shares beneficially owned, directly or indirectly, or controlled or directed at present ⁽¹⁾
Maurice Giroux Quebec, Quebec <i>President and Chief Executive Officer</i>	Geologist, VP Exploration and COO of the Company	June 21, 2018	3,103,744
Jacques Trottier ⁽²⁾ Quebec, Canada	Geological consultant, Owner of Trotco Exploration Ltd.	Expected in connection with closing of the Arrangement	1,125,000
Piers VanZiffe ⁽²⁾ British Columbia, Canada	Accounting and financial consultant	Expected in connection with closing of the Arrangement	Nil
Timothy Johnson ⁽²⁾ British Columbia, Canada	President and CEO, Granite Creek Gold Ltd.;	Expected in connection with closing of the Arrangement	Nil

Notes:

(1) Upon completion of the Arrangement, based on such individual's current ownership of Common Shares.

(2) Proposed member of the Audit Committee.

The directors of Mosaic will thereafter be elected by the Mosaic Shareholders at each annual meeting of shareholders, and will hold office until the next annual meeting of Mosaic, or until his or her success is duly elected or appointed, unless: (i) his or her office is earlier vacated in accordance with the Articles of Mosaic; or (ii) he or she becomes disqualified to act as a director.

Corporate Cease Trade Orders, Bankruptcies, Penalties and Sanctions

No director or proposed director of Mosaic is, or within the ten years prior to the date of the Circular has been, a director or executive officer of any company, including Mosaic, that while that person was acting in that capacity:

- (a) was the subject of a cease trade order or similar order or an order that denied the company access to any exemption under securities legislation for a period of more than 30 consecutive days; or
- (b) was subject to an event that resulted, after the director ceased to be a director or executive officer of the company being the subject of a cease trade order or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days; or

- (c) 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.

Individual Bankruptcies

No director or proposed director of Mosaic has, within the ten years prior to the date of the Circular, become bankrupt or made a proposal under any legislation relating to bankruptcy or insolvency, or been 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 that individual.

DIRECTOR AND EXECUTIVE OFFICER COMPENSATION

To date, Mosaic has not carried on any active business other than entering into the Purchase Agreement and the Arrangement Agreement. No compensation has been paid to date by Mosaic to its proposed executive officers.

Following completion of the Arrangement, it is anticipated that Mosaic will adopt a compensation structure for its executive officers that is appropriate for its size and the nature of its operations, while also providing an incentive for growth.

Mosaic has not established an annual retainer fee or meeting attendance fee for directors. However, Mosaic expects to establish directors' fees in the future and expects to reimburse directors for reasonable expenses incurred in the course of the performance of their duties as directors.

CORPORATE GOVERNANCE PRACTICES

Board of Directors

The Mosaic Board will have responsibility for the stewardship of Mosaic including responsibility for strategic planning, identification of the principal risks of Mosaic's business and implementation of appropriate systems to manage these risks, succession planning (including appointing, training and monitoring senior management), communications with investors and the financial community and the integrity of Mosaic's internal control and management information systems.

The Mosaic Board will set long term goals and objectives for Mosaic and will formulate the plans and strategies necessary to achieve those objectives and to supervise senior management in their implementation. The Mosaic Board may delegate the responsibility for managing the day-to-day affairs of Mosaic to senior management but will retain a supervisory role in respect of, and ultimate responsibility for, all matters relating to the Mosaic and its business. The Mosaic Board is responsible for protecting Mosaic Shareholders' interests and ensuring that the incentives of the Mosaic Shareholders and of management are aligned.

The Mosaic Board is anticipated to be comprised of five directors being Maurice Giroux, John Cumming, Jacques Trottier, Timothy Johnson and Piers VanZiffle. Except for John Cumming and Maurice Giroux, the Mosaic Board considers all of the current and proposed directors to be "independent" in that they are independent and free from any interest and any business or other relationship which could or could reasonably be perceived to, materially interfere with the director's ability to act with the best interests of Mosaic, other than interests and relationships arising from shareholding. John Cumming and Maurice Giroux are not considered to be independent, due to their roles as officers of Mosaic.

Directorships

Certain of the Mosaic directors are presently a director of one or more other reporting issuers, as follows:

<u>Director</u>	<u>Other Issuer</u>
John Cumming	Stellar AfricaGold Inc.; Molori Energy Inc.
Maurice Giroux	Stellar AfricaGold Inc.
Jacques Trottier	Amex Exploration Inc.
Piers VanZiffle	No other directorships
Timothy Johnson	Granite Creek Gold Ltd.

Orientation and Continuing Education

Mosaic has not yet developed an official orientation or training program for new directors. As required, new directors will have the opportunity to become familiar with Mosaic by meeting with the other directors, officers and employees and by reviewing Mosaic's corporate records and corporate governance policies. Orientation activities will be tailored to the particular needs and experience of each director and the overall needs of the Mosaic Board. The Mosaic Board will continue to look at outside sources to strengthen their skills. Mosaic 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; and to attend related industry seminars.

Ethical Business Conduct

The Mosaic Board will adopt a Code of Business Ethics and Conduct (the "**Mosaic Code**") applicable to all of its directors, officers and employees, including the CEO, the CFO and other persons performing financial reporting functions. The Mosaic Code will be used to communicate to directors, officers and employees standards for business conduct in the use of Mosaic's resources and assets, and to identify and clarify proper conduct in areas of potential conflict of interest. The Mosaic Code will be designed to deter wrongdoing and promote (a) honest and ethical conduct; (b) compliance with laws, rules and regulations; (c) prompt internal reporting of Mosaic Code violations; and (d) accountability for adherence to the Mosaic Code. Violations from standards established in the Mosaic Code, and specifically under "Whistleblower" situations, will be reported to the chairperson of the Mosaic Audit Committee and will be able to be reported anonymously.

The Mosaic Board must also comply with the conflict of interest provisions of the BCBCA, as well as the relevant securities regulatory instruments, to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or executive officer has a material interest.

Other Board Committees

In addition to the Mosaic Audit Committee, described in the next section, the Mosaic Board will establish a Compensation Committee.

Each of the proposed committees of the Mosaic Board will be composed of a majority of independent directors. The Compensation Committee will be responsible for the review of all compensation (including Mosaic Options) paid by Mosaic to the Mosaic Board, senior management and employees of Mosaic and any subsidiaries, to report to the Mosaic Board on the results of those reviews and to make recommendations to the Mosaic Board for adjustments to such compensation. John Cumming, Jacques Trottier and Piers VanZiffle are the proposed members of the Compensation Committee.

Assessments

The Mosaic Board has not, as yet, adopted any formal procedures for regularly assessing the effectiveness of the Mosaic Board, its committees or individual directors with respect to their effectiveness and contributions.

Nevertheless, their effectiveness is subjectively measured on an ongoing basis by each director based on their assessment of the performance of the Mosaic Board, its committees or the individual directors compared to their expectation of performance. In doing so, the contributions of an individual director are informally monitored by the other Mosaic Board members, bearing in mind the business strengths of the individual and the purpose of originally nominating the individual to the Mosaic Board.

MOSAIC AUDIT COMMITTEE

Overview

The audit committee of the Mosaic Board (the “**Mosaic Audit Committee**”) will be principally responsible for:

- (a) recommending to the Mosaic Board the external auditor to be nominated for election by the Mosaic shareholders at each annual general meeting and negotiating the compensation of such external auditor;
- (b) overseeing the work of the external auditor;
- (c) reviewing Mosaic’s annual and interim financial statements, management discussion and analysis and press releases regarding earnings before they are reviewed and approved by the Mosaic Board and publicly disseminated by Mosaic; and
- (d) reviewing Mosaic’s financial reporting procedures and internal controls to ensure adequate procedures are in place for Mosaic’s public disclosure of financial information extracted or derived from its financial statements, other than disclosure described in the previous paragraph.

Audit Committee Charter

The Mosaic Board has adopted a charter (the “**Mosaic Charter**”) for the Mosaic Audit Committee which sets out the committee’s mandate, organization, powers and responsibilities. The complete Mosaic Charter is attached as Schedule K to the Circular.

Composition of the Audit Committee

The Mosaic Audit Committee will be comprised of John Cumming, Jacques Trottier and Piers VanZiffle. A majority of the members of the Mosaic Audit Committee will be independent directors in accordance with the requirements of NI 52-110.

The following table sets out the names of the members of the Audit Committee and whether they are “independent” and “financially literate”.

<u>Name of Proposed Member</u>	<u>Independent⁽¹⁾</u>	<u>Financially Literate⁽²⁾</u>
Timothy Johnson	Yes	Yes
Jacques Trottier	Yes	Yes
Piers VanZiffle	Yes	Yes

Notes:

- (1) To be considered to be independent, a member of the Mosaic Audit Committee must not have any direct or indirect “material relationship” with Mosaic. A material relationship is a relationship which could, in the view of the Mosaic Board, reasonably interfere with the exercise of a member’s independent judgment.
- (2) To be considered financially literate, a member of the Mosaic Audit Committee must 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 of the issues that can reasonably be expected to be raised by Mosaic's financial statements.

Relevant Education and Experience

All proposed members of the Mosaic Audit Committee are experienced business people with a background and experience in financial matters; each has a broad understanding of the accounting principles used to prepare financial statements and varied experience as to general application of such accounting principles, as well as the internal controls and procedures necessary for financial reporting, garnered from working in their individual fields of endeavor. In addition, each member of the Mosaic Audit Committee has knowledge of the role of an audit committee in the realm of reporting companies. Following are the biographies of members of the Mosaic Audit Committees:

Timothy Johnson

Mr. Johnson is CEO of a TSX-V listed resource exploration company. He has been active in the Canadian securities markets and resource exploration sector since 2010. Mr. Johnson is financially literate and familiar with reviewing public company financial statements and the accounting principles used in reading and preparing financial statements.

Jacques Trottier, Ph.D.

Dr. Trottier has a Bachelor's degree in Geology and a Master's degree in Geochemistry from the University of Quebec in Montreal and a Doctorate in economic geology from the Ecole Polytechnique in Montreal. Since January 2007, Dr. Trottier has been the President and owner of Trotco Exploration Inc., a private consultancy that provides services to international mining exploration companies. Dr. Trottier currently also serves as Executive Chairman of the Board of the Company of Amex Exploration Inc. and is past President, Chief Executive Officer, Director of Amex Exploration Inc. He has more than 20 years experience in mining exploration and has held senior positions with number of public mining companies. He is the recipient of several academic honours and awards, is a popular guest lecturer and author of numerous scientific articles. He is also President and CEO, and Director of Sulliden Exploration Inc (SUE) and CEO of Minera Sulliden Shahuindo S.A.C. in Peru.

Piers VanZiffle

Mr. VanZiffle graduated from the University of Calgary with a Bachelor of Arts in Economics. From 1983 to 1990 he was in private practise in a small Vancouver accounting firm. Since 1990 he has been a self-employed consultant providing an assortment of bookkeeping, accounting, advisory and financial disclosure services to companies and business groups, focussing on smaller companies and groups not able to sustain the cost of full-time staff.

Complaints

The Mosaic Audit Committee will establish a "Whistleblower Policy" which will outline procedures for the confidential, anonymous submission by employees regarding Mosaic's accounting, auditing and financial reporting obligations, without fear of retaliation of any kind. If an applicable individual has any concerns about accounting, audit, internal controls or financial reporting matters which they consider to be questionable, incorrect, misleading or fraudulent, the applicable individual is urged to come forward with any such information, complaints or concerns, without regard to the position of the person or persons responsible for the subject matter of the relevant complaint or concern.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No individual who is or is proposed to be a director or executive officer or employee of the Mosaic, a proposed nominee for election as a director of Mosaic or an associate of any such director, officer or proposed nominee is indebted to Mosaic and no indebtedness of any such individual to another entity is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by Mosaic.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed in the Circular, none of the persons who were directors or executive officers of Mosaic or a subsidiary, at any time during Mosaic's last completed financial year, the proposed nominees for election to the Mosaic Board, any person or corporation who beneficially owns, directly or indirectly, or who exercises control or direction over (or a combination of both) more than 10% of the issued and outstanding Mosaic Shares, nor the associates or affiliates of those persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any transaction or proposed transaction which has materially affected or would materially affect Mosaic.

STOCK EXCHANGE LISTING

There is no current trading market for the Mosaic Shares. Mosaic intends to apply to have the Mosaic Shares distributed pursuant to the Arrangement listed on the CSE. Listing of the Mosaic Shares on the CSE will be subject to Mosaic satisfying all of the applicable initial listing requirements of the CSE. See "*Risk Factors – Risks Relating to Mosaic's Business*" in this Schedule H.

RISK FACTORS

Below are certain risk factors relating to Mosaic that Shareholders should carefully consider in connection with and following the Arrangement. The following information is a summary only of certain risk factors and is qualified in its entirety by reference to, and must be read in conjunction with, the detailed information that appears elsewhere in the Circular. Additional risk factors relating to the Company and the Shareholders in connection with the Arrangement are set out in the Circular under the heading entitled "*Risk Factors*" and under the heading "*Risk Factors*" in Schedule N.

Risks Relating to Mosaic in Connection with the Arrangement

Following the Arrangement, Mosaic may be unable to make the changes necessary to operate as an independent entity and may incur greater costs

The separation of Mosaic from the other business of the Company may materially affect Mosaic. Mosaic may not be able to implement successfully the changes necessary to operate independently. Mosaic may incur additional costs relating to operating independently that could materially affect its cash flows and results of operations. Mosaic will require the Company to provide Mosaic with certain services and facilities on a transitional basis. Mosaic may, as a result, be dependent on such services and facilities until it is able to provide or obtain its own.

There does not exist a separate operating history of Mosaic as a stand-alone entity

Upon the Arrangement becoming effective, Mosaic will become an independent public company. The operating history of the Company cannot be regarded as the operating history of Mosaic. The ability of Mosaic to raise capital, satisfy its obligations and provide a return to its shareholders will be dependent on future performance. It will not be able to rely on the capital resources and cash flows of the Company.

Mosaic's Carve-out Financial statements may not reflect what its financial position, results of operations or cash flows would have been had Mosaic operated as a stand-alone company or what Mosaic's financial position, results of operations or cash flows will be in the future

Mosaic's Carve-out Financial Statements included in Schedule I to the Circular have been prepared on a "carve-out" basis derived from the consolidated financial statements of the Company as if Mosaic had been operating as a stand-alone company for the periods presented. Mosaic believes management has made reasonable assumptions underlying Mosaic's Carve-out Financial Statements, including reasonable allocations of corporate expenses from the Company, such as expenses related to employee benefits, finance, human resources, legal, information technology and executive management. However, because Mosaic's Carve-out Financial Statements are based on certain assumptions and include allocations of corporate expenses from the Company, Mosaic's Carve-out Financial

Statements may not reflect what Mosaic's financial position, results of operations or cash flows would have been had Mosaic operated as a stand-alone company during the historical periods presented or what Mosaic's financial position, results of operations or cash flows will be in the future.

Mosaic has no history of operations, earnings or dividends

Mosaic has not yet commenced operations and therefore has no history of earnings or of a return on investment, and there is no assurance that certain of its royalty or streaming interests or other assets will generate earnings, operate profitably or provide a return on investment in the future. The likelihood of success of Mosaic must also be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the establishment of any business. Mosaic's proposed business strategies described in the Circular incorporate its management's best analysis of potential markets, opportunities and difficulties that it may face. No assurance can be given that the underlying assumptions will be achieved.

Mosaic has never paid a dividend and, while it currently intends to seek to pay dividends in the future, has no current plans to pay dividends. The future dividend policy of Mosaic will be determined by the Mosaic Board.

Market Price and Listing of Mosaic Shares

Mosaic intends to apply to have the Mosaic Shares listed and posted for trading on the CSE. The listing of the Mosaic Shares will be subject to the satisfaction of all of the CSE's initial listing requirements. If Mosaic receives final approval for listing the Mosaic Shares on the CSE, there is no assurance that it will maintain such listing on the CSE or a listing on any other exchange or quotation service. There can be no assurance that an active trading market will develop or be sustained for the Mosaic Shares. Shareholders may not be able to resell the Mosaic Shares received pursuant to the Arrangement, which may affect the pricing of the Mosaic Shares in the secondary market, the transparency and availability of trading prices and the liquidity of the Mosaic Shares. If an active or liquid market for the Mosaic Shares fails to develop or be sustained, the price at which the Mosaic Shares trade may be adversely affected.

An investment in Mosaic's securities is highly speculative, due to the high-risk nature of its business, lack of diversification and the present stage of its development. Shareholders of Mosaic may lose their entire investment.

Risks Relating to Mosaic's Business

Financing Risks

Mosaic expects to be substantially dependent upon the equity and debt capital markets or alternative sources of funding to pursue additional investments, including royalty or streaming agreements. There can be no assurance that such financing will be available to Mosaic on acceptable terms or at all.

Additional equity or debt financings may significantly dilute shareholders, increase Mosaic's leverage or require Mosaic to grant security over its assets. If Mosaic is unable to obtain such financing, it may not be able to expand its portfolio of royalty or streaming assets and may not be able to execute on its business strategy. If Mosaic is unable to obtain financing for additional investments, it may determine to allocate income, if any, from other investments to finance additional investments.

Some of Mosaic's Directors and Officers may have Conflicts of Interest as a Result of Their Involvement with Other Natural Resource Companies

Some of the individuals who are or will be Mosaic's officers and directors are directors or officers of other natural resource or mining-related companies, including the Company, and these associations may give rise to conflicts of interest from time to time. As a result of these conflicts of interest, Mosaic may miss the opportunity to participate in certain transactions, which may have a material adverse effect on Mosaic's financial position.

Mosaic may Experience Difficulty Attracting and Retaining Qualified Management to Grow its Business

Mosaic will be dependent on the services of key executives and other highly skilled personnel focused on advancing its corporate objectives, as well as the identification of new opportunities for growth and funding. Due to Mosaic's relatively small size, the loss of these individuals or its inability to attract and retain additional highly skilled employees required for its activities may have a material adverse effect on Mosaic's business and financial condition.

Fluctuations in the Market Value of Mosaic Shares

If the Mosaic Shares are publicly traded, the market price of the Mosaic Shares may be affected by many variables not directly related to the corporate performance of Mosaic, including the market in which it is traded, the strength of the economy generally, the availability and attractiveness of alternative investments and the breadth of the public market for its shares. The effect of these and other factors on the market price of the Mosaic Shares in the future cannot be predicted. The lack of an active public market could have a material adverse effect on the price of the Mosaic Shares.

Mosaic will be Reliant on Third Party Reporting

Mosaic relies, and will rely, on public disclosure and other information regarding the properties in which it has an interest that it receives from the owners, operators and independent experts of such operations, and certain of such information is included in the Circular. Such information is necessarily imprecise because it depends upon the judgment of the individuals who operate the properties, as well as those who review and assess the geological and engineering information. In addition, Mosaic must rely on the accuracy and timeliness of the public disclosure and other information it receives from the owners and operators of the properties, and uses such information in its analyses, forecasts and assessments relating to its own business and to prepare its disclosure with respect to its streams and royalties. If the information provided by such third parties to Mosaic contains material inaccuracies or omissions, Mosaic's disclosure may be inaccurate and its ability to accurately forecast or achieve its stated objectives may be materially impaired, which may have a material adverse effect on Mosaic.

Additional Financings may Result in Dilution

Mosaic may require additional funds to further its activities and objectives. To obtain such funds, Mosaic may issue additional securities, including Mosaic Shares or securities convertible into or exchangeable for Mosaic Shares. As a result, Mosaic's shareholders could be substantially diluted. In addition, there can be no assurance that Mosaic will be able to obtain sufficient financing in the future on terms favourable to Mosaic or at all.

Government Regulation in Foreign Jurisdictions

Mosaic's mineral exploration and mining activities, and the activities undertaken by companies from which the Mosaic may acquire a royalty or streaming interest, may be affected in varying degrees by government regulations relating to the mining industry and foreign investors therein. There is no assurance that the investment climate of Quebec, where the Mosaic's mineral property interests are located, will continue to be favourable. Any changes in regulations or shifts in legislative conditions are beyond the control of Mosaic and may adversely affect its business. Operations may be affected in varying degrees by government regulations with respect to restrictions on production, price controls, export controls, income or other taxes, expropriation of property, environmental legislation and mine safety.

PROMOTER

Under applicable Canadian securities laws, Maurice Giroux and John Cumming may be considered the promoters of Mosaic in that they took the initiative in founding Mosaic for the purpose of implementing the Opaiwca acquisition and the Arrangement.

As of the Effective Date, John Cummings and Maurice Giroux will collectively beneficially own, control or direct, directly or indirectly, 5,000,000 Mosaic Shares representing 26.67% of the issued and outstanding Mosaic Shares, assuming the Mosaic Private Placement is fully subscribed.

LEGAL PROCEEDINGS AND REGULATORY ACTIONS

There are no legal proceedings to which the Company or Mosaic is a party to, or in respect of which any of its assets are the subject of, which is or will be material to Mosaic, and Mosaic is not aware of any such legal proceedings that are contemplated.

Since incorporation, there have not been any penalties or sanctions imposed against Mosaic by a court relating to provincial or territorial securities legislation or by a securities regulatory authority, nor have there been any other penalties or sanctions imposed by a court or regulatory body against Mosaic, and Mosaic has not entered into any settlement agreements before a court relating to provincial or territorial securities legislation or with a securities regulatory authority.

INTERESTS OF CERTAIN PERSONS IN MATERIAL TRANSACTIONS

Except as set elsewhere in this Circular, none of the proposed directors or executive officers of Mosaic, or any person that is expected to beneficially own or control or direct more than 10% of any class or series of shares of Mosaic, or any associate or affiliate of any of the foregoing persons, has or has had any material interest in any past transaction within the three years before the date of this Circular, or any proposed transaction, that has materially affected or would materially affect Mosaic or any of its subsidiaries.

Two directors and officers of Mosaic, Maurice Giroux and John Cumming, are also directors and officers of Stellar AfricaGold Inc.

AUDITORS, TRANSFER AGENT AND REGISTRAR

Morgan & Company LLP are Mosaic's auditors and are located at 609 Granville St #1630, Vancouver, BC V7Y 1A1.

The transfer agent and registrar of the Mosaic Shares is AST Trust Company (Canada) having offices in Toronto, Montreal, Calgary and Vancouver

MATERIAL CONTRACTS

Following the completion of the Arrangement, Mosaic will have no material contracts.

EXPERTS

Morgan & Company LLP, the auditors of Mosaic, prepared an auditors' report to the shareholders of Mosaic on the Mosaic Annual Carve-out Financial Statements for the years 2017 and 2016. Morgan & Company LLP has advised Mosaic that it is independent with respect to Mosaic within the meaning of the Code of Professional Conduct of the Chartered Professional Accountants of British Columbia.

Claude Duplessis, Eng. of GoldMinds Geoservices Inc. and Jérôme Augustin, P. Geo. Ph.D. of Laurentia Exploration Inc., prepared the Opawica Technical Report which is referred to in this Circular. Both of Messrs Duplessis and Augustin are qualified persons as defined by NI 43-101 and are independent of the Company.

FINANCIAL STATEMENT DISCLOSURE

See Schedule I to the Circular for the Mosaic Carve-out Financial Statements.

See Schedule J to the Circular for the Mosaic Pro-forma Financial Statements.

SCHEDULE I
MOSAIC CARVE-OUT FINANCIAL STATEMENTS

Mosaic Minerals Corp.
Carve-Out Financial Statements
For the Nine Months Ended April 30, 2018
(Unaudited - Expressed in Canadian dollars)

Mosaic Minerals Corp.
Carve-Out Statement of Financial Position
(Expressed in Canadian dollars)

	AS AT APRIL 30, 2018	AS AT JULY 31, 2017
ASSETS		
Non-current		
Exploration and evaluation assets (Note 6)	\$ 360,000	\$ -
Total Assets	\$ 360,000	\$ -
SHAREHOLDER'S EQUITY		
Equity		
Share Capital (Note 7)	\$ -	\$ -
Owner's investment (Note 7)	360,000	-
Total Equity	\$ 360,000	\$ 360,000

These carve-out financial statements were approved and authorized for issue by the Board of Directors on October 29, 2018. They are signed on the Company's behalf by:

John Cumming
Director

J. Francois Lalonde
Director

The accompanying notes are an integral part of these consolidated financial statements.

Mosaic Minerals Corp.
Carve-Out Statement of Changes in Owner's Net Investment
For the nine months ended April 30, 2018 and 2017
(Unaudited - Expressed in Canadian dollars)

Balance, July 31, 2016	-
Net loss and comprehensive loss for the period	\$ -
<hr/>	
Balance, July 31, 2017	-
Net contributions from owner	360,000
Net loss and comprehensive loss for the period	-
Balance, April 30, 2018	\$ 360,000

The accompanying notes are an integral part of these consolidated financial statements

Mosaic Minerals Corp.
Notes to the Carve-Out Financial Statements
For the nine months ended April 30, 2018 and 2017
(Unaudited - Expressed in Canadian Dollars)

1. ARRANGEMENT AGREEMENT

The Board of Directors of Stellar AfricaGold Inc. ("Stellar") has unanimously approved a statutory plan of arrangement (the "Arrangement") where it proposes: a) to distribute new common shares of Stellar to the shareholders of Stellar on the basis of one new common share of Stellar for each common share of Stellar they own, and b) to distribute the shares of Mosaic to the shareholders of Stellar on the basis of 0.0312 of Mosaic shares for each common share of Stellar they own.

Prior to the distribution, Stellar will transfer to the Company its 100% interest in the Opawica mineral claims located in Quebec in exchange for 7,200,000 shares of the Company.

The purpose of the Arrangement and the related Opawica transaction is to reorganize Stellar into two separate publicly-traded companies: (a) Stellar, which will be an exploration company focused on Africa holding the Guinea assets; and (b) Mosaic Minerals Corp ("Mosaic" or the "Company"), which will be an exploration company focused on North America holding the North America assets of the Company which include the Opawica Project. The Arrangement will result in participating Shareholders, convertible debenture warrant holders, share purchase warrant holders and stock option holders of Stellar holding, immediately following completion of the Arrangement, 10.7% of the outstanding common shares of Mosaic in proportion to their holdings of Common Shares, convertible debenture warrants, share purchase warrants and stock options of Stellar, and Stellar holding the remaining 26.6% of the common shares of Mosaic.

2. NATURE OF OPERATIONS

Business Description

Mosaic Minerals Corp. was incorporated on June 21, 2018 pursuant to the provisions of the British Columbia Business Corporations Act. Since incorporation Mosaic has carried on no business. The registered and records office is located at 4098 Pine Crescent, Vancouver, British Columbia, V6M 3P6.

The Opawica Transaction

On June 21, 2018, Mosaic agreed to acquire the Opawica property from Stellar and issue 7,200,000 shares of common stock valued at \$0.05 per share to Stellar. Completion of the acquisition of the Opawica property is subject to Mosaic completing a minimum financing of 4,000,000 shares at \$0.05 per share (\$200,000). Subsequent to April 30, 2018 the minimum financing was met.

Stellar requires TSX Venture Exchange approval to complete the Opawica transaction. Conditional approval has been received and final approval remains dependent upon Stellar receiving the approval of its shareholders at an annual general and special meeting to be held in the last quarter of calendar 2018.

3. BASIS OF PRESENTATION

a) Statement of Compliance

These interim financial statements of the Company for the nine months ended April 30, 2018 are prepared without audit and in accordance with International Financial Reporting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB") and Interpretations of the International Financial Reporting Interpretations Committee.

Mosaic Minerals Corp.
Notes to the Carve-Out Financial Statements
For the nine months ended April 30, 2018 and 2017
(Unaudited - Expressed in Canadian Dollars)

3. BASIS OF PRESENTATION (CONTINUED)

b) Basis of Measurement

These financial statements have been prepared on a historical cost basis except for financial instruments that have been measured at fair value. In addition, these financial statements have been prepared using the accrual basis of accounting, except for cash flow information.

c) Functional and presentation currency

These carve-out financial statements for Mosaic are presented in Canadian dollars, which is also the functional currency of Stellar.

4. SIGNIFICANT ACCOUNTING POLICIES

a) Cash and Cash Equivalents

Cash comprises cash on hand and demand deposits. Cash equivalents are short-term, highly liquid investments with maturities within three months held for the purpose of meeting short-term cash commitments rather than for investing purposes. The Company did not have cash equivalents as at April 30, 2018 or July 31, 2017.

b) Exploration and Evaluation Expenditures

Exploration and evaluation expenditures include the cost of acquiring licenses, costs associated with exploration and evaluation activities, and the fair value (at acquisition date) of exploration and evaluation assets acquired in a business combination. When shares are issued as consideration for exploration and evaluation asset costs, they are valued at the closing share price on the date of issuance. Exploration and evaluation expenditures are capitalized as incurred. Costs incurred before the Company has obtained the legal right to explore an area are recognized in profit or loss.

Exploration and evaluation assets are assessed for impairment if (i) sufficient data exists to determine technical feasibility and commercial viability, and (ii) facts and circumstances suggest that the carrying amount exceeds the recoverable amount.

Once the technical feasibility and commercial viability of the extraction of mineral resources in an area of interest are demonstrable, which management has determined to be indicated by a feasibility study, exploration and evaluation assets attributable to that area of interest are first tested for impairment and the balance is reclassified as a development asset in property, plant and equipment.

Recoverability of the carrying amount of any exploration and evaluation asset is dependent on successful development and commercial exploitation, or alternatively, sale of the respective areas of interest. It is management's judgment that none of the Company's exploration and evaluation assets have reached the development stage and as a result are all considered to be exploration and evaluation assets.

Although the Company has taken steps to verify title to mineral properties in which it has an interest, in accordance with industry standards for the current stage of exploration of such properties, these procedures do not guarantee the Company's title. Property may be subject to unregistered prior agreements and non-compliance with regulatory requirements. The Company is not aware of any disputed claims of title.

Mosaic Minerals Corp.
Notes to the Carve-Out Financial Statements
For the nine months ended April 30, 2018 and 2017
(Unaudited - Expressed in Canadian Dollars)

4. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

c) Impairment of Long-lived Assets

For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are largely independent cash inflows (cash-generating units). As a result, some assets are tested individually for impairment and some are tested at a cash-generating unit level.

Whenever events or changes in circumstances indicate that the carrying amount may not be recoverable an asset or cash-generating unit is reviewed for impairment.

An impairment loss is recognized in profit or loss for the amount by which the assets or cash-generating units carrying amount exceeds its recoverable amount. The recoverable amount of an asset or a cash-generating unit is the higher of its fair value less cost to sell and its value in use.

An impairment charge is reversed if the assets or cash-generating unit's recoverable amount exceeds its carrying amount.

d) Provisions and Contingent Liabilities

Provisions are recognized when present obligations resulting from past events will likely result in an outflow of economic resources from the Company and that the amounts can be reliably estimated. The timing or amount of outflow may be uncertain.

The measurement of provisions corresponds to the estimated expenditure required to settle the present obligation, based on the most reliable evidence available at the financial statement date, including risks and uncertainties relating to the present obligation. Provisions are discounted when the time value of money is significant.

Provisions are reviewed at each reporting date and adjusted to reflect current best estimates. When possible outflow of economic resources arising from present obligations is considered improbable or remote, no liability is recognized unless it has been taken on the occasion of a business combination.

The Company's operations are governed by government environment protection legislation. Environmental consequences are difficult to identify in terms of amounts, timetable and impact. As of the reporting date, management believes that the Company's operations are in compliance with current laws and regulations.

Site restoration costs currently incurred are negligible. When the technical feasibility and commercial viability of extracting a mineral resource have been demonstrated, a restoration provision will be recognized in the cost of the mining property when there is constructive commitment that has resulted from past events, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and the amount of the obligation can be measured with sufficient reliability.

Mosaic Minerals Corp.
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4. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

e) Income Taxes

Income tax expense comprises of current and deferred tax. Current tax and deferred tax are recognized in net income except to the extent that it relates to a business combination or items recognized directly in equity or in other comprehensive income or loss.

Current income taxes are recognized for the estimated income taxes payable or receivable on taxable income or loss for the current period and any adjustment to income taxes payable in respect of previous periods. Current income taxes are determined using tax rates and tax laws that have been enacted or substantively enacted by the period-end date.

Deferred tax assets and liabilities are recognized where the carrying amount of an asset or liability differs from its tax base, except for taxable temporary differences arising on the initial recognition of goodwill and temporary differences arising on the initial recognition of an asset or liability in a transaction which is not a business combination and at the time of the transaction affects neither accounting nor taxable profit or loss.

Recognition of deferred tax assets for unused tax losses, tax credits and deductible temporary differences is restricted to those instances where it is probable that future taxable profit will be available against which the deferred tax asset can be utilized. At the end of each reporting period the Company reassesses unrecognized deferred tax assets. Deferred income tax assets and liabilities are offset when they relate to income taxes levied by the same taxation authority.

f) Basic and Diluted Earnings (Loss) Per Share

Basic earnings (loss) per share is calculated by dividing the earnings (loss) attributable to common shareholders of the Company by the weighted average number of common shares outstanding during the period. Diluted earnings (loss) per share is calculated by adjusting the earnings (loss) attributable to ordinary equity holders of the Company and the weighted average number of common shares outstanding, the effects of all dilutive potential ordinary shares which include options and warrants.

It is assumed that the dilutive potential ordinary shares were converted into ordinary shares at the average market price at the beginning of period or the date of issue of potential ordinary shares, if later.

g) Share Capital

Share capital represents the amount received on the issue of shares, less issuance costs, net of any underlying income tax benefit recognized from these issuance costs. When shares are issued on the exercise of options and warrants, the share capital account also comprises the costs previously recorded as contributed surplus and warrants. When shares are issued as consideration for the acquisition of a mineral property they are measured at their fair value according to the quoted price on the date of issue.

Unit placements

Proceeds from unit placements are allocated between shares and warrants issued on a pro rata basis. Proceeds are allocated to shares and warrants according to their relative weighted fair value. The unit's fair value is determined using the quoted price of the shares on the stock exchange and the warrant's fair value is estimated using the Black - Scholes pricing model.

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4. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

g) Share Capital (Continued)

Flow-through placements

Issuance of flow-through units represents in substance an issue of ordinary shares, warrants and the sale of the right to tax deductions to the investors. When the flow-through units are issued, the sale of the right to tax deductions is deferred and presented as other liabilities in the statement of financial position. The proceeds received from flow-through units are allocated between share capital, warrants and the liability using the residual method. The liability component recorded initially on the issuance of shares is reversed on renunciation of the right to tax deductions to the investors and when eligible expenses are incurred and recognized in profit or loss as a recovery of deferred income assets.

Share-based Compensation

The share option plan allows Company employees and consultants to acquire shares of the Company. The fair value of options granted is recognized as an employee or consultant expense with a corresponding increase in equity. An individual is classified as an employee when the individual is an employee for legal or tax purposes (direct employee) or provides services similar to those performed by a direct employee.

The fair value is measured at grant date, and each tranche is recognized over the period during which the options vest. The fair value of the options granted is measured using the Black-Scholes option pricing model taking into account the terms and conditions upon which the options were granted. At each financial position reporting date, the amount recognized as an expense is adjusted to reflect the actual number of share options that are expected to vest.

Where the terms and conditions of options are modified before they vest, the increase in the fair value of the options, measured immediately before and after the modification, is also charged to the statement of operations and comprehensive loss over the remaining vesting period.

In situations where equity instruments are issued to non-employees and some or all of the goods or services received by the entity as consideration cannot be specifically identified, they are measured indirectly at the fair value of the share-based payment. Otherwise, share-based payments are measured at the fair value of goods or services received.

h) Foreign exchange

Foreign currency transactions are translated into the functional currency, using the exchange rates prevailing at the dates of the transactions (spot exchange rate). Foreign exchange gains and losses resulting from the settlement of such transactions and from the re-measurement of monetary items denominated in foreign currency at year-end exchange rates are recognized in profit or loss. Non-monetary items are not re-translated at year-end and are measured at historical cost (translated using the exchange rates at the date of the transaction). Non-monetary items measured at fair value are translated using the exchange rates at the date when fair value was determined.

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4. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

i) Financial Instruments and Risk Management

Financial assets

The Company classifies its financial assets into one of the following categories, depending on the purpose for which the asset was acquired. The Company's accounting policy for each category is as follows:

Fair value through profit or loss ("FVTPL") - This category comprises derivatives, or financial assets acquired or incurred principally for the purpose of selling or repurchasing in the near term. They are carried in the statements of financial position at fair value with changes in fair value recognized in the statements of operations and comprehensive loss.

Loans and receivables - These assets are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are carried at amortized cost less any provision for impairment. Significant receivables are considered for impairment when they are past due or when other objective evidence is received that a specific counterparty will default.

Held-to-maturity investments - These assets are non-derivative financial assets with fixed or determinable payments and fixed maturities that the Company's management has the positive intention and ability to hold to maturity. These assets are measured at amortized cost using the effective interest rate method. If there is objective evidence that the investment is impaired, determined by reference to external credit ratings and other relevant indicators, the financial asset is measured at the present value of estimated future cash flows. Any changes to the carrying amount of the investment, including impairment losses, are recognized in the statements of operations and comprehensive loss.

Available-for-sale - Non-derivative financial assets not included in the above categories are classified as available-for-sale. They are carried at fair value with changes in fair value recognized directly in other comprehensive income (loss). Where a decline in the fair value of an available-for-sale financial asset constitutes objective evidence of impairment, the amount of the loss is removed from equity and recognized in the statements of operations and accumulated other comprehensive income (loss).

Transaction costs associated with fair value through profit or loss financial assets are expensed as incurred, while transaction costs associated with all other financial assets are included in the initial carrying amount of the asset.

All financial assets except for those at FVTPL are subject to review for impairment at least at each reporting date. Financial assets are impaired when there is objective evidence that a financial asset or a group of financial assets is impaired. Different criteria to determine impairment are applied for each category of financial assets, which are described above.

Mosaic Minerals Corp.
Notes to the Carve-Out Financial Statements
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4. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

i) Financial Instruments and Risk Management

Financial Liabilities

The Company classifies its financial liabilities into one of two categories, depending on the purpose for which the asset was acquired. The Company's accounting policy for each category is as follows:

Fair value through profit or loss - This category comprises derivatives, or liabilities acquired or incurred principally for the purpose of selling or repurchasing in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized in the statement of operations and comprehensive loss.

Other financial liabilities - This category includes amounts due to related parties and accounts payables and accrued liabilities, all of which are recognized at amortized cost.

Disclosures about the inputs to financial instrument fair value measurements are made within a hierarchy that prioritizes the inputs to fair value measurement.

The three levels of the fair value hierarchy are:

Level 1 – Unadjusted quoted prices in active markets for identical assets or liabilities;

Level 2 – Inputs other than quoted prices that are observable for the asset or liability either directly or indirectly; and

Level 3 – Inputs that are not based on observable market data.

Financial instruments are exposed to credit, liquidity and market risks. Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. Liquidity risks is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. Market risk is that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of price risk: currency risk, interest rate risk and other price risk.

Liquidity risk is significant to the Company's statement of financial position. The Company manages these risks by actively pursuing additional share capital issuances to settle its obligations in the normal course of its operating, investing and financing activities.

The Company's ability to raise share capital is indirectly related to changing metal and mineral prices and in particular, the price of gold. To mitigate this market risk, management of the Company actively pursues a diversification strategy with its property holdings.

j) Segment Reporting

The Company presents and discloses segmental information based on information that is regularly reviewed by the chief operating decision- maker (i.e. the Chairman and the Board of Directors). The Company has determined that there was only one operating segment being the sector of exploration and evaluation of mineral resources.

Mosaic Minerals Corp.
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4. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

k) Future Accounting Pronouncements Not Yet Adopted

The Company has not applied the following new and revised IFRSs that have been issued but are not yet effective. Management expects that all pronouncements will be adopted during the annual period beginning after the effective dates of the standards but they are not expected to have a significant impact on the consolidated financial statements of the Company.

IFRS 9 Financial Instruments - In July 2014, the IASB published IFRS 9 which replaces IAS 39 Financial Instruments: Recognition and Measurement (IAS 39). IFRS 9 introduces improvements which include a logical model for classification and measurement of financial assets, a single, forward-looking "expected loss" impairment model and substantially-reformed approach to hedge accounting. IFRS 9 is effective for annual reporting periods beginning on or after January 1, 2018.

IFRS 15 Revenue from Contracts with Customers establishes a five-step model that will apply to revenue earned from a contract, regardless of the type of revenue transaction or the industry. The standard's requirements will also apply to the recognition and measurement of gains and losses on the sale of some non-financial assets that are not an output of the entity's ordinary activities. IFRS 15 is effective for annual periods beginning on or after January 1, 2018.

IFRS 16 Leases replaces IAS 17 – Leases and requires lessees to account for leases on statement of financial position by recognizing a right to use asset and lease liability. The standard is effective for annual reports beginning on or after January 1, 2019.

5. ESTIMATES AND JUDGEMENTS

In preparing the consolidated financial statements, management poses a number of judgements, estimates and assumptions regarding the recognition and valuation of assets, liabilities, income and expenses.

a) Significant Management Judgement

The following are significant management judgements in applying the accounting policies of the Company that have the most significant effect on the financial statements.

Recognition of deferred income tax assets and measurement of income tax expense

Management continually evaluates the likelihood that its deferred tax assets could be realized. This requires management to assess whether it is probable that sufficient taxable income will exit in the future to utilize these losses within the carry-forward period. By its nature, this assessment requires significant judgement. To date, Management has not recognized any deferred tax assets in excess of existing taxable temporary differences expected to reverse within the carry-forward period.

Going concern

The assessment of the Company's ability to continue as a going concern and to raise sufficient funds to pay for its ongoing operating expenditures, meets its liabilities for the ensuing year, and to fund planned and contractual exploration programs, involves significant judgement based on historical experience and other factors including expectation of future events that are believed to be reasonable under the circumstances.

Mosaic Minerals Corp.
Notes to the Carve-Out Financial Statements
For the nine months ended April 30, 2018 and 2017
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5. ESTIMATES AND JUDGEMENTS (CONTINUED)

b) Estimation Uncertainty

Information about estimates and assumptions that have the most significant effect on recognition and measurement of assets, liabilities, income and expenses is provided below. Actual results may be substantially different.

Provisions and contingent liabilities

Judgements and estimates may be used to determine whether a past event has created a liability that should be recognized in the consolidated financial statements or disclosed as a contingent liability. Factors, such as the nature of the claim or dispute, the potential amount to be paid and the probability of the realization of a loss. These factors are sources of uncertainty in estimates.

6. MINERAL PROPERTY INTERESTS

		Opawica Property
Balance, July 31, 2017	\$	-
Asset purchase agreement with Stellar		360,000
Balance, April 30, 2018	\$	360,000

During the period ended April 30, 2018, the Company entered into an asset purchase agreement to acquire Stellar's interest in the Opawica Property located in Quebec in exchange for 7,200,000 common shares, with a deemed value of \$0.05 per common share, of the Company.

The Opawica Property, including the Philbert 1 claims, located in the Gamache and Rohault townships at 55 kilometers south of Chibougamau city and 10 kilometers south-west of the Joe Mann mine, consists of 3 blocks totalling 33 claims totalling 1,847 acres.

During the period ended April 30, 2018 the Company did not incur any exploration costs on the property.

7. OWNER'S NET INVESTMENT

Stellar's investment in the operations of Mosaic Minerals Corp. is presented as Owner's Net Investment in the carve-out financial statements. Owner's Net Investment represents the accumulated net losses of the operations plus accumulated net contributions from owners.

SCHEDULE J
MOSAIC PRO-FORMA FINANCIAL STATEMENTS

Mosaic Minerals Corp.
Pro Forma Financial Statements
For the Nine Months Ended April 30, 2018
(Unaudited - Expressed in Canadian dollars)

MOSAIC MINERALS CORP.
Pro Forma Statement of Financial Position
AS AT APRIL 30, 2018
(Expressed in Canadian dollars)

	MOSAIC MINERALS (Unaudited)	Carve-Out MOSAIC MINERALS CORP. (Unaudited)	PRO FORMA ADJUSTMENTS	Notes	Pro Forma Consolidated Balance
ASSETS					
Current					
Cash and cash equivalents	\$ 30,000	\$ -	\$ 250,800	3(ii)(iii)	\$ 280,800
Total Current Assets	30,000	-	250,800		280,800
Non-current					
Exploration and evaluation assets	-	360,000	-	-	360,000
Total Assets	\$ 30,000	\$ 360,000	\$ 250,800		\$ 640,800
SHAREHOLDER'S EQUITY					
Equity					
Share Capital	\$ 30,000	\$ -	\$ 650,800	3(i)(ii)	\$ 680,800
Owner's investment	-	360,000	(360,000)	3(i)	-
Deficit	-	-	(40,000)	3(iii)	(40,000)
Total Equity	\$ 30,000	\$ 360,000	\$ 250,800		\$ 640,800

MOSAIC MINERALS CORP.
Pro Forma Statement of Loss and Comprehensive Loss
(Unaudited - Expressed in Canadian dollars)

	MOSAIC MINERALS (Unaudited)	Carve-Out MOSAIC MINERALS CORP. (Unaudited)	PRO FORMA ADJUSTMENTS	Notes	Pro Forma Consolidated Balance
Expenses					
Professional fees	\$ -	\$ -	\$ 40,000	3(ii)	\$ 40,000
Net Loss and Comprehensive Loss For The Year	\$ -	\$ -	\$ 40,000		40,000

MOSAIC MINERALS CORP.
Notes to the Pro Forma Financial Statements
For the nine months ended April 30, 2018 and 2017
(Unaudited - Expressed in Canadian Dollars)

1. BASIS OF PRESENTATION

Mosaic Minerals Corp. was incorporated on June 21, 2018 pursuant to the provisions of the British Columbia Business Corporations Act. Since incorporation Mosaic has carried on no business. The registered and records office is located at 4098 Pine Crescent, Vancouver, British Columbia, V6M 3P6.

The Board of Directors of Stellar has unanimously approved a statutory arrangement (the "Arrangement") where it proposes: a) to distribute new common shares of the Stellar to the shareholders of Stellar on the basis of one new common share of Stellar for each common share of Stellar they own, and b) to distribute the shares of Mosaic to the shareholders of Stellar on the basis of 0.0252 of Mosaic shares for each common share, convertible debenture warrant, share purchase warrant and stock option of Stellar they own.

Prior to the distribution, Stellar will transfer to the Company its 100% interest in the Opawica claims located in Quebec, Canada to Mosaic for 7,200,000 shares of Mosaic.

The purpose of the Arrangement and the related Opawica transaction is to reorganize Stellar into two separate publicly-traded companies: (a) Stellar, which will be an exploration company focused on Africa (Guinea) holding African assets; and (b) Mosaic Minerals Corp ("Mosaic" or the "Company"), which will be an exploration company focused on North America holding the North America Assets which include the Company's current interest in the Opawica Project. The Arrangement will result in participating Shareholders, convertible debenture warrant holders, share purchase warrant holders and stock option holders of Stellar holding, immediately following completion of the Arrangement, 10.7% of the outstanding common shares of Mosaic (2,000,000 shares) in proportion to their holdings of Common Shares of Stellar and Stellar holding a 26.6% interest (5,200,000 shares) in Mosaic.

The unaudited pro forma consolidated financial statements of Mosaic have been prepared by management for inclusion in the Information Circular of Stellar AfricaGold Inc. dated October 28, 2018. They are prepared in accordance with the recognition and measurement requirements of International Financial Reporting Standards ("IFRS"), for illustrative purposes only, after giving effect to the Arrangement. The unaudited pro forma statement of financial position has been prepared from information derived from and should be read in conjunction with the unaudited carve-out financial statements of Mosaic as at and for the nine month period ended April 30, 2018.

The unaudited pro forma statement of financial position is intended to reflect the financial position of the Mosaic as if the transaction had been effected on April 30, 2018. The unaudited pro forma statement of loss and comprehensive loss is intended to reflect the results of operations of the Company as if the transaction had been effected on April 30, 2018. The unaudited pro forma financial statements are not necessarily indicative of the financial position or results of operations which would have occurred if the transaction had occurred before or after April 30, 2018.

2. SIGNIFICANT ACCOUNTING POLICIES

The unaudited pro-forma financial statements have been compiled using the significant accounting policies as set out in note 3 of the carve-out financial statements of the Company for the nine month period ended April 30, 2018.

MOSAIC MINERALS CORP.
Notes to the Pro Forma Financial Statements
For the nine months ended April 30, 2018 and 2017
(Unaudited - Expressed in Canadian Dollars)

3. ARRANGEMENT

The unaudited pro forma balance sheet as at April 30, 2018 gives effect to the following assumptions and adjustments:

- i. The amount contained within owner's net investment of \$360,000 is transferred to share capital upon issuance of shares of Mosaic;
- ii. Prior to completion of the arrangement, Mosaic completed the following financings:
 - a. On September 5, 2018 the Company completed a non-brokered private placement of 5,327,500 shares for cash proceeds of \$280,800 consisting of 1,942,500 shares for \$77,700 (\$0.04 per share) and 3,385,000 CEE flow through shares for \$203,100 (\$0.06 per share). The Company is obligated to spend the flow through funds on exploration the expense for which deductible for tax purposes by the investor.
 - b. On October 5, 2018 the Company completed a non-brokered private placement of 218,750 shares for cash proceeds of \$10,000 consisting of 156,250 shares for \$6,250 (\$0.04 per share) and 62,500 CEE flow through shares for \$3,750 (\$0.06 per share). The Company is obligated to spend the flow through funds on exploration the expense for which is deductible for tax purposes by the investor.
- iii. Direct transaction costs are estimated to total \$40,000 with respect to legal, audit and accounting related, and financial advisory fees. These costs have been expensed.
- iv. There is no current trading market for the Mosaic shares. Mosaic intends to apply to have its shares distributed pursuant to the Arrangement listed on the CSE. Listing of the Company's shares on the CSE will be subject to Mosaic satisfying all of the applicable initial listing requirements of the CSE.

4. PRO FORMA SHARE CAPITAL

Outstanding common shares, April 30, 2018	6,000,000	\$	30,000
Shares issued to Stellar in exchange for interest in Opawica property	7,200,000		360,000
Flow through common shares issued in non-brokered private placements	3,447,500		206,850
Common shares issued in non-brokered private placements	2,098,750		83,950
Pro Forma share capital of resulting issuer	18,746,250	\$	680,800

**SCHEDULE K
AUDIT COMMITTEE CHARTER OF MOSAIC MINING CORP.**

1. PURPOSE

1.1 The primary functions of the Audit Committee of Mosaic Mining Corp. (the "Company") are to fulfill its responsibilities in relation to reviewing the integrity of the Company's financial statements, financial disclosures and internal controls over financial reporting; monitoring the system of internal control; monitoring the Company's compliance with legal and regulatory requirements; selecting the external auditors for shareholder approval; and reviewing the qualifications, independence and performance of the external auditors.

2. MEMBERSHIP AND ORGANIZATION

2.1 **Composition** - Subject to paragraph 2.6, the Audit Committee shall consist of not less than three independent members of the Board. At the invitation of the Audit Committee, members of the Company's management and others may attend Audit Committee meetings as the Audit Committee considers necessary or desirable.

2.2 **Appointment and Removal of Audit Committee Members** - Each member of the Audit Committee shall be appointed by the Board on an annual basis and shall serve at the pleasure of the Board, or until the earlier of (a) the close of the next annual meeting of shareholders of the Company at which the member's term of office expires, (b) the death of the member or (c) the resignation, disqualification or removal of the member from the Audit Committee or from the Board. The Board may fill a vacancy in the membership of the Audit Committee.

2.3 **Chair** - At the time of the annual appointment of the members of the Audit Committee, the Board shall appoint a Chair of the Audit Committee. The Chair shall be a member of the Audit Committee, preside over all Audit Committee meetings, coordinate the Audit Committee's compliance with this mandate, work with management to develop the Audit Committee's annual work-plan and provide reports of the Audit Committee to the Board. The Chair may vote on any matter requiring a vote and shall provide a second vote in the case of a tie vote.

2.4 **Independence** - Subject to paragraph 2.6, each member of the Audit Committee shall be an "independent" (as such term is used in NI 52-110).

2.5 **Financial Literacy** - Subject to paragraph 2.6, members of the Audit Committee shall be financially literate or agree to become financially literate within a reasonable period of time following the member's appointment. An individual is financially literate if he or she has 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 of the issues that can reasonably be expected to be raised by the Company's financial statements.

2.6 **Venture Issuer** - For so long as the Company is a "venture issuer" as defined in NI 52-110, it is not required to comply with the provisions of paragraph 2.1 "Composition", 2.4 "Independence" or 2.5 "Financial Literacy" above. In the event the Company cannot comply with all or a part of these provisions, then the Committee shall be comprised of not less than three members of the Board.

3. MEETINGS

3.1 **Meetings** - The members of the Audit Committee shall hold meetings as are required to carry out this mandate, and in any case no less than four meetings annually. The external auditors are entitled to attend and be heard at each Audit Committee meeting. The Chair, any member of the Audit Committee, the external auditors, the Chairman of the Board or the President and Chief Executive Officer may call a meeting of the Audit Committee. The Chair shall chair all Audit Committee meetings that he or she attends, and in the absence of the Chair, the members of the Audit Committee present may appoint a Chair from their number for a meeting.

3.2 **Secretary and Minutes** - The Corporate Secretary, his or her designate or any other person the Audit Committee requests, shall act as secretary at Audit Committee meetings. Minutes of Audit Committee meetings shall be recorded and maintained by the Corporate Secretary and subsequently presented to the Audit Committee for approval.

3.3 **Quorum** - A majority of the members of the Audit Committee shall constitute a quorum. If a quorum cannot be obtained for an Audit Committee meeting, members of the Board who would qualify as members of the Audit Committee may, at the request of the Chair or the Chairman of the Board, serve as members of the Audit Committee for that meeting.

3.4 **Access to Management and Outside Advisors** - The Audit Committee shall have unrestricted access to management and employees of the Company, and, from time to time may hold meetings with the external auditor, the Chief Financial Officer or the President and Chief Executive Officer. The Audit Committee shall have the authority to retain and terminate external legal counsel, consultants or other advisors to assist it in fulfilling its responsibilities and to set and pay the respective compensation for these advisors without consulting or obtaining the approval of the Board or any officer of the Company. The Company shall provide appropriate funding, as determined by the Audit Committee, for the services of these advisors.

3.5 **Meetings Without Management** - The Audit Committee shall hold unscheduled or regularly scheduled meetings, or portions of regularly scheduled meetings, at which management is not present.

4. FUNCTIONS AND RESPONSIBILITIES

The Audit Committee shall have the functions and responsibilities set out below as well as any other functions that are specifically delegated to the Audit Committee by the Board. In addition to these functions and responsibilities, the Audit Committee shall perform the duties required of an audit committee by applicable corporate securities laws, the binding requirements of the stock exchanges on which the securities of the Company are listed, and all other applicable laws.

4.1 Financial Reports

- (a) **General** - The Audit Committee is responsible for reviewing the integrity of the Company's financial statements and financial disclosures. Management is responsible for the preparation, presentation and integrity of the Company's financial statements and financial disclosures and for the appropriateness of the accounting principles and the reporting policies used by the Company. The external auditors are responsible for auditing the Company's annual consolidated financial statements and, if requested by the Company, for reviewing the Company's unaudited interim financial statements.
- (b) **Review of Annual Financial Reports** – The Audit Committee shall review the annual consolidated audited financial statements ("financial statements" of the Company, the external auditors' report thereon and the related management's discussion and analysis ("MD&A") of the Company's financial condition and results of operation to determine whether they present fairly, in all material respects in accordance with International Financial Reporting Standards ("IFRS)", or any other generally accepted accounting principles in which the financial statements of the Company are prepared from time to time, the financial condition, results of operations and cash flows of the Company. After completing its review, if advisable, the Audit Committee shall approve and recommend for Board approval the annual financial statements and the related MD&A.
- (c) **Review of Interim Financial Reports** – The Audit Committee shall review the interim financial statements of the Company, the external auditors review report thereon, if applicable, and the related MD&A to determine whether they present fairly, in all material respects, in accordance with International Accounting Standards ("IAS") 34 *Interim Financial Reporting*, the financial

condition, results of operations and cash flows of the Company. After completing its review, if advisable, the Audit Committee shall, if so authorized by the Board, approve the interim financial statements and the related MD&A, or if not authorized by the Board, then approve and recommend for Board approval.

- (d) **Review Considerations** – In conducting its review of the annual financial statements of the interim financial statements, the Audit Committee shall:
- (i) meet with management and the external auditors to discuss the financial statements and MD&A;
 - (ii) review the disclosures in the financial statements;
 - (iii) review the audit report or review report prepared by the external auditors;
 - (iv) discuss with management, the external auditors and legal counsel, as requested, any litigation claim or other contingency that could have a material effect on the financial statements;
 - (v) review critical accounting and other significant estimates and judgments underlying the financial statements as presented by management;
 - (vi) review any material effects of regulatory accounting initiatives or off-balance sheet structures on the financial statements as presented by management;
 - (vii) review any material changes in accounting policies and any significant changes in accounting practices and their impact on the financial statements as presented by management;
 - (viii) review management's report on the effectiveness of internal controls over financial reporting;
 - (ix) review results of the Company's whistleblowing program; and
 - (x) review any other matters, related to the financial statements, that are brought forward by the external auditors, management or which are required to be communicated to the Audit Committee under accounting policies, auditing standards or applicable law.

4.2 **Approval of Other Financial Disclosures** – The Audit Committee shall review and, if advisable, approve and recommend for Board approval financial disclosure in a prospectus or other securities offering document of the Company, press releases disclosing financial results of the Company and any other material financial disclosure, including in Management Information Circulars and Annual Information Forms.

4.3 **External Auditors**

- (a) **General** - The Audit Committee shall be responsible for oversight of the work of the external auditors in auditing and reviewing the Company's financial statements and internal controls over financial reporting.
- (b) **Appointment and Compensation** – The Audit Committee shall review and, if advisable, select and recommend (i) for shareholder approval, the appointment of the external auditors and (ii) for shareholder or Board approval, as applicable, the compensation of the external auditors

- (c) **Annual Review Report** – At least annually, the Audit Committee shall obtain and review a report by the external auditors describing: (i) their internal quality-control procedures and (ii) any material issues raised by their most recent internal quality-control review, peer review or by any inquiry or investigation by governmental or professional authorities within the preceding five years respecting one or more independent audits carried out by the external auditors and any steps taken to deal with any of these issues.
- (d) **Audit Plan** – At least annually, the Audit Committee shall review a summary of the external auditors' annual audit plan. The Audit Committee shall consider and review with the external auditors any material changes to the scope of the plan.
- (e) **Quarterly Review Report** – If the external auditors review the Company's unaudited interim financial statements, then the Audit Committee shall review a quarterly review report prepared by the external auditors in respect of each of the interim financial statements of the Company.
- (f) **Independence of External Auditors** – At least annually, and before the external auditors issue their report on the annual financial statements, the Audit Committee shall obtain from the external auditors a formal written statement describing all relationships between the external auditors and the Company, discuss with the external auditors any disclosed relationships or services that may affect the objectivity and independence of the external auditors, and obtain written confirmation from the external auditors that they are objective and independent within the meaning of the Rules of Professional Conduct/Code of Ethics adopted by the provincial institute or order of chartered accountants to which it belongs.
- (g) **Evaluation and Rotation of Lead Partner** – At least annually, the Audit Committee shall review the qualifications and performance of the lead partners of the external auditors. The Audit Committee shall obtain a report from the external auditors annually verifying that the lead partner of the external auditors has served in that capacity for no more than five fiscal years of the Company and that the engagement team collectively possesses the experience and competence to perform an appropriate audit.
- (h) **Pre-Approval of Non-Audit Services** – The Audit Committee shall pre-approve any retainer of the external auditors for any non-audit service to the Company in accordance with applicable law and Board approved policies and procedures. The Audit Committee may delegate pre-approval authority to a member of the Audit Committee. The decisions of any member of the Audit Committee to whom this authority has been delegated must be presented to the full Audit Committee at its next scheduled Audit Committee meeting.
- (i) **Hiring Practices** – The Audit Committee shall review and approve guidelines regarding the hiring of employees or former employees of the external auditors.

4.4 Internal Controls

- (a) **General** – The Audit Committee shall monitor the system of internal control.
- (b) **Establishment, Review and Approval** – The Audit Committee shall require management to implement and maintain appropriate systems of internal control in accordance with applicable laws, regulations and guidance, including internal control over financial reporting and disclosure and to review, evaluate and approve these procedures. At least annually, the Audit Committee shall consider and review with management and the external auditors:
 - (i) the effectiveness of, or weaknesses or deficiencies in: the design or operation of the Company's internal controls (including computerized information system controls and

security); the overall control environment for managing business risks; and accounting, financial and disclosure controls (including, without limitation, controls over financial reporting), non-financial controls, and legal and regulatory controls and the impact of any identified weaknesses in internal controls on management's conclusions;

- (ii) any significant changes I internal control over financial reporting that are disclosed, or considered for disclosure, including those in the Company's periodic regulatory filings;
- (iii) any material issues raised by any inquiry or investigation by the Company's regulators;
- (iv) any related significant issues and recommendations of the external auditors together with management's responses thereto, including the timetable for implementation of recommendations to correct weaknesses in internal controls over financial reporting and disclosure controls.

4.5 **Whistleblowing Procedures** – The Audit Committee shall review and approve the establishment by management of procedures for the receipt, retention and treatment of complaints received by the Company from employees or others, regarding accounting, internal accounting controls, or auditing matters.

4.6 **Succession Planning** – In consultation with the Board, the Audit Committee shall review succession plans for the Chief Financial Officer and the Chief Accountant or Controller of the Company. The Audit Committee shall review candidates for the position of Chief Financial Officer of the Company and make recommendations to the Board with respect to the appointment of a Chief Financial Officer.

4.7 **Adverse Investments and Transaction** – The Audit Committee shall review any investments and transactions that could adversely affect the well-being of the Company.

4.8 **Audit Committee Disclosure** – The Audit Committee shall review and approve any audit committee disclosures required by securities regulators in the Company's disclosure documents.

4.9 **Assessment of Regulatory Compliance** – The Audit Committee shall review management's assessment of compliance with laws and regulations as they pertain to responsibilities under this mandate, report its findings to the Board and recommend changes it considers appropriate.

4.10 **Delegation** – The Audit Committee may designate a sub-committee to review any matter within this mandate as the Audit Committee deems appropriate.

5. REPORTING TO THE BOARD

5.1 The Chair shall report to the Board, as required by applicable law or as deemed necessary by the Audit Committee or as requested by the Board, on matters arising at Audit Committee meetings and, where applicable, shall present the Audit Committee's recommendation to the Board for its approval.

Approved and adopted by the Board.

**SCHEDULE L
STELLAR AFRICAGOLD INC. FOLLOWING THE ARRANGEMENT**

CORPORATE STRUCTURE

Name, Address and Incorporation

The Company was continued under the provisions of the CBCA on April 24, 2006 as Stellar Pacific Ventures Inc. On April 1, 2013 the Company changed its name to Stellar AfricaGold Inc./Stellar OrAfricque Inc. Subject to the approval of the Continuation at the Meeting, the Company will be governed by the BCBCA.

The Company's head office is located at 4908 Pine Crescent, Vancouver, British Columbia, V6M 3P6 and its registered and records office is located at 1035 Avenue Laurier Ouest, 2e etage, Montreal QC H2V 2L1. Subject to the approval of the Continuation at the Meeting, the Company will change its registered and records office to 4908 Pine Crescent, Vancouver, British Columbia, V6M 3P6.

The Common Shares are currently listed for trading on the TSX-V under the symbol "SPX". The Company is currently a "reporting issuer" in the provinces of British Columbia, Alberta and Quebec.

Intercorporate Relationships

On completion of the Arrangement, the Company's corporate structure will remain unchanged.

DESCRIPTION OF THE BUSINESS

Overview

The Company is a Canadian mineral exploration company with its head office in Vancouver, B.C., and an exploration technical office in Montreal, QC. Upon completion of the Arrangement the Company will continue to be engaged in the exploration for precious and base metals in Guinea. The Company's primary focus is expected to continue to be on the Balandougou Gold Project (the "**Guinea Assets**"). Following completion of the Arrangement, the Company will continue to hold the Guinea Assets.

Goldenfrank Resources Inc., a wholly-owned subsidiary of the Company, holds an 80% interest and an option to acquire the remaining 20% in one 7.2 km² semi-industrial exploitation license and surrounding that permit Stellar Guinea SARL holds one 92 km² exploration license (application pending), all for gold and associated minerals, in the Republic of Guinea collectively referred to as the Balandougou Gold Project, the principal project of the Company. The property is in Upper Guinea, some 100 km north of the town of Sigui, near the Malian border.

During the period 2009 through 2013 the Company conducted early stage exploration including reconnaissance prospecting, rock sampling and compilation of an inventory of artisan mining locations all of which lead to the initial gold discoveries at locations called B3 Zone, B1 Zone and the Solotomo artisanal mine site.

The initial discovery made in 2009 was confirmed by wide-space regional geochemistry which was followed up with Stellar followed up with detailed infill geochemistry in 2010.

The Company then used a mechanized excavator to trench areas of interest across the Solotomo, B1 and B3 zones. During 2011 1,400 metres of trenches were cut at 100 metre intervals to a depth of more than 3 metres were dug by mechanized excavator. Trenches ST-1 and CQ-1 respectively within zones B3 and B1 reported gold grades of 2.55 g/t Au over 25 metres width and 1.68 g/t Au over 90 metres width. An analysis and structural interpretation of zones B3 and B1 was completed.

During 2012 an airborne magnetic and radiometric survey with flight lines at 100 metres interval was conducted over the permit area.

During the period 2009 through 2012 Stellar drilled 17,516 meters of Reverse Circulation and 3,104 meters of core which confirmed more than 2,000 linear meters of gold mineralization on three separate zones of the Solotomo structural system.

By April 2013, Stellar had advanced the Solotomo B3 and B1 zones of the Balandougou Gold Project to the pre-feasibility stage and an independent consulting firm completed a systematic compilation and interpretation of the Balandougou exploration work and corroborated the existence of two significant mineralized bodies, specifically the B3 and B1 gold zones which were considered to represent the best opportunity to initiate gold production with a view to generating positive cash flows that would facilitate exploration on other previously identified high-priority targets on the property.

In July 2014 safety concerns due to the outbreak of Ebola in the region restricted international travel and effectively halted mineral exploration activity in Guinea. Although the public health crisis delayed exploration at the Balandougou Gold Project, at the end of 2015 international health organizations declared Guinea clear of Ebola clearing the way for exploration companies to resume work.

During 2016 the Company excavated additional trenches at the Zone B3 discovery and re-sampled numerous high-grade zones within the surface oxide gold mineralization. The Company sent a 72 kilogram sample for metallurgical testing and conducted an environmental and social impact study in support of the Company's application for a semi-industrial exploitation license.

During 2017 the Company began construction of a 150 tonnes per day gravity separation plant to test the economic viability of processing the surface gold oxide mineralization of Zone B3 using gravity alone.

By March 2018 the construction of the Balandougou Gravity Mill was completed. Commissioning of the mill commenced in the middle of March following final equipment checks. During the period March through September, 2018 the Company operated the gravity mill and continued to make recommended changes and improvements to the gravity processing equipment. Notwithstanding the changes and improvements the Company was not able to achieve sustained economic operations. The Company is now examining alternative processing methods including adding a cyanide circuit to the mill.

For additional details refer to the company's news release disclosures at www.sedar.com or at the Company's website at www.stellarafricagold.com.

Directors and Executive Officers

The directors and executive officers of the Company are expected to remain the same following completion of the Arrangement. See "*Election of Directors*" in the Circular for more information regarding the Company's directors and executive officers.

SELECTED UNAUDITED PRO-FORMA CONSOLIDATED FINANCIAL INFORMATION

See Schedule M to the Circular for certain unaudited *pro-forma* financial information relating to the Company assuming that the Arrangement occurred on April 30, 2018.

RISK FACTORS

Below are certain risk factors relating to the Company following completion of the Arrangement that Shareholders should carefully consider in connection with the Arrangement. The following information is a summary only of certain risk factors and is qualified in its entirety by reference to, and must be read in conjunction with, the detailed information that appears elsewhere in the Circular. Additional risk factors relating to the Company and the Shareholders in connection with the Arrangement are set out in the Circular under the heading entitled "*The Arrangement – Risk Factors Relating to the Arrangement*".

Mineral Exploration and Development

The exploration for and development of minerals is highly speculative in nature and involves a high degree of financial and other risks over a significant period of time, which even a combination of careful evaluation, experience and knowledge may not eliminate. Few properties which are explored are ultimately developed into producing mines. Substantial expenses are required to establish ore reserves by drilling, sampling and other techniques and to design and construct mining and processing facilities. Whether a mineral deposit will be commercially viable depends on a number of factors, including the particular attributes of the deposit (i.e. size, grade, access and proximity to infrastructure), financing costs, the cyclical nature of commodity prices and government regulations (including those relating to prices, taxes, currency controls, royalties, land tenure, land use, importing and exporting of minerals, and environmental protection). The effect of these factors or a combination thereof cannot be accurately predicted but could have an adverse impact on the Company.

Negative operating cash flow

The Company had negative operating cash flow for the year ended July 31, 2017 and for the year ended July 31, 2016. The Company anticipates that it will continue to have negative cash flow for the foreseeable future. To the extent that the Company has negative cash flow in future periods, the Company may need to enter into additional loan agreements, issue additional equity and/or enter into alternative financing arrangements to fund such negative cash flow.

Additional Capital

The principal sources of future funds available to the Company will be through the sale of additional equity capital, loans or the sale of interests in its properties or continued metal production. There is no assurance that such funding will be available to the Company, or that it will be obtained on terms favourable to the Company or will provide it with sufficient funds to meet its objectives, which may adversely affect the Company's business and financial position. Failure to obtain sufficient financing may result in delaying or indefinite postponement of exploration, development or production on any or all of the Company's properties or even a loss of property interest. There can be no assurance that additional capital or other types of financing will be available if needed or that, if available, the terms of such financing will be favourable to the Company.

Stakeholder Opposition; Surface Rights

The Company may face opposition to its activities and interests from owners of surface rights, environmental groups, indigenous peoples, entire communities and other stakeholders in the areas in which the Company has interests and operations. Such opposition could adversely affect the Company's ability to advance its mining projects or continue production. There is no guarantee that the Company will be able to maintain or acquire the surface rights that would be required for the development of its mineral properties on acceptable terms or at all.

Mining Exploration and Insurance

Mining exploration generally involve a high degree of risk. The Company's operations are subject to all of the hazards and risks normally encountered in mineral exploration, development and production. Such risks include unusual and unexpected geological formations, seismic activity, rock bursts, cave-ins, flooding and other conditions involved in the drilling and removal of material, environmental hazards, industrial accidents, periodic interruptions due to adverse weather conditions, labour disputes and political unrest. The occurrence of any of the foregoing could result in damage to, or destruction of, mineral properties or interests, production facilities, personal injury, damage to life or property, environmental damage, delays or interruption of operations, increases in costs, monetary losses, legal liability and adverse government action. The Company does not currently carry insurance against all of these risks and there is no assurance that such insurance will be available, at reasonably commercial terms, in the future. Even if such insurance is available in the future at economically feasible premiums, the Company may decide not to purchase it. The potential costs associated with liabilities not covered by insurance or excess

insurance coverage may require significant capital outlays which would adversely affect the Company's ability to execute its plans, or even to continue its operations.

Financial Resources

The Company has limited financial resources and there is no assurance that sufficient additional funding will be available to fulfill its obligations or for further exploration and development, on acceptable terms or at all. Failure to obtain additional funding on a timely basis could result in delay or indefinite postponement of further exploration and development and could cause the Company to forfeit its interests in some or all of its properties or to reduce or terminate its operations.

Government Regulation

The current or future operations of the Company, including exploration and development activities and the commencement and/or continuation of commercial production, require licenses, permits or other approvals from various foreign federal, state and local governmental authorities, and such operations are or will be governed by laws and regulations relating to prospecting, development, mining, production, exports, taxes, labour standards, occupational health and safety, waste disposal, toxic substances, land use, water use, environmental protection, land claims of indigenous people and other matters.

There can be no assurance that the Company will obtain on reasonable terms, or at all, the permits and approvals, and the renewals thereof, which it may require for the conduct of its current or future operations or that applicable laws, regulations, permits and approvals will not have an adverse effect on any mining project which the Company may undertake. Possible future environmental and mineral tax legislation, regulations and actions could cause additional expense, capital expenditures, restrictions and delays to the Company's planned exploration and operations, the extent of which cannot be predicted.

Failure to comply with applicable laws, regulations and permitting requirements (including obtaining permits or failure to maintain permits once obtained) may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital or increased operating expenditures, installation of additional equipment, or remedial actions. The Company may be required to compensate those suffering loss or damage by reason of its activities and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations.

Government Regulation in Foreign Jurisdictions

The Company's mineral exploration and mining activities, and the activities undertaken by companies from which the Company may acquire a royalty or streaming interest, may be affected in varying degrees by political stability and government regulations relating to the mining industry and foreign investors therein. There is no assurance that the political and investment climate of countries such as Guinea, where the Company's mineral property interests are located, will continue to be favourable. Any changes in regulations or shifts in political conditions are beyond the control of the Company and may adversely affect its business. Operations may be affected in varying degrees by government regulations with respect to restrictions on production, price controls, export controls, income or other taxes, expropriation of property, environmental legislation and mine safety.

Foreign Political Risk

The Company's material property is located in Guinea and, as such, a substantial portion of the Company's business is exposed to various degrees of political and economic risk and uncertainties. The Company's operations and investments may be affected by local political and economic developments, including expropriation, nationalization, invalidation of government orders, permits or agreements pertaining to property rights, political unrest, labour disputes, limitations on repatriation of earnings, limitations on mineral exports, limitations on foreign ownership, inability to obtain or delays in obtaining necessary mining permits, opposition to mining from local, environmental or other non-governmental organizations, government participation, royalties, duties, rates of exchange, high rates

of inflation, price controls, exchange controls, currency fluctuations, taxation and changes in laws, regulations or policies as well as by-laws and policies of Canada affecting foreign trade, investment and taxation

Title to Property

There can be no assurance that the Company will be able to secure the grant or the renewal of exploration permits or other tenures on terms satisfactory to it, or that governments in the jurisdictions in which the Company's properties are situated will not revoke or significantly alter such permits or other tenures or that such permits and tenures will not be challenged or impugned. Third parties may have valid claims underlying portions of the Company's interests, and the permits or tenures may be subject to prior unregistered agreements or transfers or other land claims and title may be affected by undetected defects. If a title defect exists, it is possible that the Company may lose all or part of its interest in the properties to which such defects relate.

Infrastructure

Development and exploration activities depend on adequate infrastructure, including reliable roads and water and power sources. In particular, the Company's activities in Guinea will depend on adequate water supply. The Company's inability to secure adequate water and power resources, as well as other events outside of its control, such as unusual weather, sabotage, government or other interference in the maintenance or provision of such infrastructure, could adversely affect the Company's operations and financial condition

Environmental Risks and Hazards

All phases of the Company's operations are subject to environmental regulation in the jurisdictions in which it operates. These regulations mandate, among other things, the maintenance of air and water quality standards and land reclamation, provide for restrictions and prohibitions on spills, releases or emissions of various substances produced in association with certain mining industry activities and operations. They also set forth limitations on the generation, transportation, storage and disposal of hazardous waste. A breach of such regulation may result in the imposition of fines and penalties or other enforcement actions. In addition, certain types of mining operations require the submission and approval of environmental impact assessments. Environmental legislation is evolving in a manner which will require stricter standards and enforcement, increased fines and penalties for non-compliance, more stringent environmental assessments of proposed projects and a heightened degree of responsibility for companies and their officers, directors and employees. The cost of compliance with changes in governmental regulations has a potential to reduce the viability or profitability of the Company's operations. Environmental hazards may exist on the properties in which the Company holds interests or on properties acquired by the Company in the future which are unknown to the Company. The Company may be liable for these hazards even if they have been caused by previous or existing owners or operators of the properties.

Climate Change Risks

The Company's mining and processing operations are energy intensive and have a significant carbon footprint. A number of governments or governmental bodies have introduced or are contemplating regulatory changes to address or mitigate the potential impacts of climate change. Some jurisdictions have implemented legislation or regulations relating to emissions levels, energy efficiency or carbon taxes, and such legislation or regulation is likely to become more stringent. While a portion of the costs associated with reducing emissions may be offset through increased energy efficiency or advances in technology, there can be no assurance that the Company will be able to implement or maintain such measures, and, as a result, the Company's operations may face increased costs if current regulatory trends continue. In addition, climate change may result in changes to the physical environment that may adversely affect the Company's properties and projects, as a result of extreme weather events, resource shortages, changes in rainfall and storm patterns or intensity, water shortages, changing sea levels and changing temperatures.

Risks Related to Conducting Business in Emerging Markets

The Company's mineral exploration and mining activities, and the activities undertaken by companies from which the Company may acquire a royalty or streaming interest, may be in international locations that display characteristics of emerging markets. Conducting business in these countries may be subject to a variety of risks including, but not limited to: currency fluctuations, devaluations and exchange controls; inflation; uncertain political and economic conditions resulting in unfavourable government actions such as unfavourable legislation or regulation, trade restrictions, unfavourable tax enforcement or adverse tax policies; the denial of contract rights; and social unrest, acts of terrorism or armed conflict. Management is unable to predict the extent or duration of these risks or quantify their potential impact.

Potential Profitability Depends Upon Factors Beyond the Control of the Company

The potential profitability of mineral properties is dependent upon many factors beyond the Company's control. For instance, world prices of and markets for gold and silver are unpredictable, volatile, potentially subject to governmental fixing, pegging and/or controls and respond to changes in domestic, international, political, social and economic environments. Another factor is that rates of recovery of mined material may vary from the rate experienced in tests, and a reduction in the recovery rate will adversely affect the profitability, and possibly the economic viability, of a property. Profitability also depends on the costs of operations, including costs of labour, equipment, electricity, environmental compliance or other production inputs. Such costs will fluctuate in ways The Company cannot predict and are beyond the Company's control, and such fluctuations will impact on profitability and may eliminate profitability altogether. Additionally, due to worldwide economic uncertainty, the availability and cost of funds for development and other costs have become increasingly difficult, if not impossible, to project. These changes and events may materially affect the financial performance of the Company.

Repatriation of Earnings

Substantially all of the Company's business is carried on through foreign subsidiaries. There is no assurance that any countries in which the Company operates or may operate in the future will not impose restrictions or taxes on the repatriation of earnings to foreign entities, which may adversely impact the Company's ability to efficiently manage its cash position and adversely impact its share price.

Currency Fluctuations; Foreign Exchange

The operations of the Company in the countries where it operates are subject to currency fluctuations and such fluctuations may materially affect the financial position and results of the Company. The Company is subject to the risks associated with the fluctuation of the rate of exchange of the Canadian dollar and foreign currencies, in particular the U.S. dollar and the Guinean franc. The Company does not currently take any steps to hedge against currency fluctuations, although it may elect to hedge against the risk of currency fluctuations in the future. There can be no assurance that any future steps taken by the Company to address foreign currency fluctuations will eliminate all adverse effects and, accordingly, the Company may suffer losses due to adverse foreign currency fluctuations.

The Company may be subject from time to time to foreign exchange controls in countries outside of Canada, although no such claims are currently known to the Company.

Commodity Prices

The price of the Company's securities, its financial results and exploration, development and mining activities are and may in the future be significantly and adversely affected by declines in the price of precious or base minerals, particularly gold. Precious or base minerals prices fluctuate widely and are affected by numerous factors beyond the Company's control, such as the sale or purchase of precious or base metals by various dealers, central banks and financial institutions, interest rates, exchange rates, inflation or deflation, currency exchange fluctuation, global and regional supply and demand; production and consumption patterns, speculative activities, increased production

due to improved mining and production methods, government regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals, environmental protection and international political and economic trends, conditions and events. The price of precious or base metals has fluctuated widely in recent years, and future serious price declines could cause continued development of or production from the Company's properties to be impracticable or uneconomic.

Further, resource calculations and life-of-mine plans using significantly lower precious or base minerals prices could result in material write-downs of the Company's investment in mining properties and increased amortization, reclamation and closure charges.

In addition to adversely affecting reserve or resource estimates and its financial condition, declining commodity prices can impact operations by requiring a reassessment, either initiated by management or required under financing arrangements, of the feasibility of a particular project or of continued production. Even if a project or continued production is ultimately determined to be economically viable, the need to conduct such a reassessment may cause substantial delays or may interrupt operations until the reassessment can be completed.

Price Volatility and Lack of Active Market

In recent years, the securities markets in Canada and elsewhere have experienced a high level of price and volume volatility, and the market prices of securities of many public companies have experienced significant fluctuations in price which have not necessarily been related to their operating performance, underlying asset values or prospects of such companies. Any quoted market for the Company's securities will likely be subject to such market trends and the value of the Company's securities may be affected accordingly.

Key Executives

The Company is dependent on the services of key executives and a small number of highly skilled and experienced consultants and personnel, whose contributions to the immediate future operations of the Company are likely to be of importance. Due to the relatively small size of the Company, the loss of these persons or the Company's inability to attract and retain additional highly skilled employees or consultants may adversely affect its business and future operations. The Company does not currently carry any key man life insurance on any of its executives. The directors and some officers of the Company will only devote part of their time to the affairs of the Company.

Competition

The mineral exploration and mining business is competitive in all of its phases. The Company competes with numerous other companies and individuals, including competitors with greater financial, technical and other resources, in the search for and the acquisition of mineral properties. The Company's ability to acquire properties in the future will depend not only on its ability to develop its present properties, but also on its ability to select and acquire suitable prospects for mineral exploration or development. There is no assurance that the Company will be able to compete successfully with others in acquiring such prospects.

Potential Conflicts of Interest

Certain directors and officers of the Company are, and may continue to be, involved in the mining and mineral exploration industry through their direct and indirect participation in corporations, partnerships or joint ventures which are potential competitors of the Company. Situations may arise in connection with potential acquisitions in investments where the other interests of these directors and officers may conflict with the interests of the Company and the Company's interests may be adversely affected.

Dilution

Issuances of additional securities under future financings will result in dilution of the equity interests of persons who are currently Shareholders or who become Shareholders of the Company.

Dividends

The Company has no earnings or dividend record and is unlikely to pay any dividends in the foreseeable future, as it intends to employ available funds for mineral exploration and development or repayment of indebtedness. Any future determination to pay dividends will be at the discretion of the Board and will depend on the Company's financial condition, results of operations, capital requirements and such other factors as the Board deems relevant.

Nature of the Securities

The purchase of the Company's securities involves a high degree of risk and should be undertaken only by investors whose financial resources are sufficient to enable them to assume such risks. The Company's securities should not be purchased by persons who cannot afford to lose their entire investment.

Litigation

The Company may, from time to time, be involved in disputes with other parties in the future which may result in litigation or alternative dispute resolution proceedings. The results of litigation or other proceedings cannot be predicted with certainty, and the costs of defending or settling such litigation or other proceedings can be significant. If the Company is unable to resolve such disputes in its favour, it may have a material adverse effect on the Company's financial performance, cash flow and results of operations. In addition, the litigation may be subject to the jurisdiction of a foreign court, which may not have or adhere to similar processes and standards as a Canadian court.

Acquisitions

As part of the Company's strategy, it has sought and may continue to seek, to acquire new exploration, development or mining properties. Any acquisition that the Company completes may change the scale of the Company's business and operations, may expose the Company to new geographic, political, operational, financial or geologic risks. The Company may not be able to complete any acquisition or business arrangement on terms favourable to the Company, or any acquisition or business arrangement the Company does complete may not ultimately benefit the Company. The Company may be required to decide to undertake a financing, incur indebtedness or issue additional The Company Shares or other securities in connection with an acquisition, which may dilute existing Shareholders or increase the Company's leverage. In addition, acquisitions are subject to a number of risks, including the risks associated with integrating any new business or properties, that the acquisition may divert management's time and attention, and the acquired business or properties may have unknown risks or prove to have less or less viable mineral resources or reserves than expected. Should any of these or other risks develop, the Company may be required to write-down the value of the acquired assets and it may have a material adverse effect on the Company's financial position.

Anti-Corruption and Anti-Bribery Compliance

The Company's operations are governed by, and involve interactions with, many levels of government in several countries. The Company is required to comply with anti-corruption and anti-bribery laws in the jurisdictions in which the Company conducts its business, including the *Corruption of Foreign Public Officials Act* (Canada). In recent years, there has been an increase in both the frequency of enforcement and the severity of penalties under such laws, resulting in greater scrutiny and punishment to companies convicted of violating anti-corruption and anti-bribery laws. Furthermore, a company may be found liable for violations by not only its employees, but also by its contractors and third party agents. If the Company finds itself subject to an enforcement action or is found to be in violation of such laws, this may result in significant penalties, fines and/or sanctions imposed on the Company, resulting in a material adverse effect on the Company's reputation and results of its operations.

Information Systems and Cyber Security Threats

The Company's operations depend, in part, on how well the Company and its suppliers, contractors and service providers protect networks, equipment, information technology (IT) systems and software against damage from a number of threats, including, but not limited to, cable cuts, damage to physical plants, natural disasters, terrorism, fire, power loss, hacking, computer viruses, vandalism and theft. The Company's operations also depend on the timely maintenance, upgrade and replacement of networks, equipment, IT systems and software, as well as pre-emptive expenses to mitigate the risks of failures. Any of these and other events could result in information system failures, delays and/or increase in capital expenses. The failure of information systems or a component of information systems could, depending on the nature of any such failure, adversely impact the Company's reputation and results of operations.

Although to date the Company has not experienced any material losses relating to cyber-attacks or other information security breaches, there can be no assurance that the Company will not incur such losses in the future. The Company's risk and exposure to these matters cannot be fully mitigated because of, among other things, the evolving nature of these threats. As a result, cyber security and the continued development and enhancement of controls, processes and practices designed to protect systems, computers, software, data and networks from attack, damage or unauthorized access remain a priority. As cyber threats continue to evolve, the Company may be required to expend additional resources to continue to modify or enhance protective measures or to investigate and remediate any security vulnerabilities.

Taxation Matters

The Company believes that it is in material compliance with all applicable tax legislation in the countries in which it operates. However, tax returns and other tax assessments, regulatory fees and levies and other governmental costs and fees are subject to reassessment by applicable taxation and other regulatory authorities. In the event of a successful reassessment of the Company, such reassessment may have an impact on current and future taxes and other amounts payable.

The Company is subject to ongoing examination by tax and other regulatory authorities in each jurisdiction in which it has operations. The Company regularly assesses the status of these examinations and the potential for adverse outcomes to determine the adequacy of the provision for current and deferred income taxes, as well as the provision for indirect, withholding and other taxes and assessments as well as related penalties and interest. This assessment relies on estimates and assumptions, which involves judgments about future events. There is no assurance that adequate provisions have been or will be made by the Company to fully cover its possible exposure to tax and other governmental related liabilities, and any material reassessment may have a material adverse impact on the Company's liquidity, financial condition and results of operation.

EXPERTS

As at the date hereof, Morgan, the external auditors of the Company, have reported that they are independent in accordance with the Code of Professional Conduct of the Chartered Professional Accountants of British Columbia. Morgan was original appointed auditors of the Company effective September 18, 2017.

None of the persons listed above, nor any director, officer, employee or partner thereof, as applicable, received or will receive a direct or indirect interest in the property of the Company or any of its associate or affiliates. As at the date hereof, to the Company's knowledge, none of the persons listed above hold any securities of the Company. Neither the aforementioned persons, nor any director, officer, employee or partner, as applicable, of the aforementioned companies or partnerships are currently expected to be elected, appointed or employed as a director, officer or employee of the Company or of any associate or affiliate of the Company.

SCHEDULE M
STELLAR AFRICAGOLD INC. PRO-FORMA STATEMENT OF FINANCIAL POSITION

STELLAR AFRICAGOLD INC.
Pro Forma Financial Statements
For the Nine Months Ended April 30, 2018
(Unaudited - Expressed in Canadian dollars)

STELLAR AFRICAGOLD INC.
Pro Forma Statement of Financial Position
AS AT APRIL 30, 2018
(Expressed in Canadian dollars)

	STELLAR AFRICAGOLD INC. (Unaudited)	Carve-Out MOSAIC MINERALS CORP. (Unaudited)	PRO FORMA ADJUSTMENTS	Notes	Pro Forma Consolidated Balance
ASSETS					
Current					
Cash and cash equivalents	\$ 1,306	\$ -	\$ -		\$ 1,306
Available-for-sale investments	-	-	260,000	3(i)	260,000
Sales taxes receivable	4,838	-	-		4,838
Prepaid expenses	10,000	-	-		10,000
Total Current Assets	16,144	-	-		276,144
Non-current					
Property and equipment	194,124	-	-		194,124
Reclamation deposit	7,500	-	-		7,500
Total Assets	\$ 217,768	\$ -	\$ 260,000		\$ 477,768
LIABILITIES					
Current Liabilities					
Trade and other payables	\$ 286,616	\$ -	\$ -		\$ 286,616
Due to related parties	263,099	-	-		263,099
Part XII.6 taxes	55,950	-	-		55,950
Total Current Liabilities	605,665	-	-		605,665
Loans payable	508,167	-	-		508,167
Private placement	310,000	-	-		310,000
Convertible debentures	125,793	-	-		125,793
Total Liabilities	1,549,625	-	-		1,549,625
Deficiency					
Share Capital	\$ 18,551,205	\$ -	\$ (100,000)	3(i)	\$ 18,451,205
Owner's investment	-	(360,000)	360,000	3(i)	-
Warrants	479,322	-	-		479,322
Contributed surplus	3,479,490	-	-		3,479,490
Accumulated other comprehensive income	(22,750)	-	-		(22,750)
Deficit	(23,819,124)	360,000	-	3(i)	(23,459,124)
Total Deficiency	(1,331,857)	-	260,000		(1,071,857)
Total Liabilities and Deficiency	\$ 217,768	\$ -	\$ -		\$ 477,768

STELLAR AFRICAGOLD INC.
Pro Forma Statement of Loss and Comprehensive Loss
(Unaudited - Expressed in Canadian dollars)

	STELLAR AFRICAGOLD INC. (Unaudited)	Carve-Out MOSAIC MINERALS CORP. (Unaudited)	PRO FORMA ADJUSTMENTS	Notes	Pro Forma Consolidated Balance
Expenses					
Exploration and evaluation expenditures	\$ 564,366	\$ -	\$ -		\$ 564,366
Employee benefits expense	-	-	-		-
Amortization	216	-	-		216
Management fees	187,500	-	-		187,500
Project supervision	90,000	-	-		90,000
Consulting fees	17,192	-	-		17,192
Professional fees	10,929	-	-		10,929
Interest on debt	35,417	-	-		35,417
Other operational expenses	35,311	-	-		35,311
Share-based payments	-	-	-		-
Travel	39,031	-	-		39,031
Registration and shareholders information	14,894	-	-		14,894
Foreign exchange loss	(9,691)	-	-		(9,691)
Loss before other income	(985,165)	-	-		(985,165)
Other income					
Loss on sale of marketable securities held for resale	(9,802)	-	-		(9,802)
Gain on sale of mineral properties	-	360,000	-	3(i)	360,000
Loss Before Income Taxes	(994,967)	360,000	-		(634,967)
Deferred income tax recovery	-	-	-		-
Net Loss and Comprehensive Loss for the Period	(994,967)	360,000	-		(634,967)

STELLAR AFRICAGOLD INC.
Notes to the Pro Forma Financial Statements
For the nine months ended April 30, 2018 and 2017
(Unaudited - Expressed in Canadian Dollars)

1. BASIS OF PRESENTATION

The unaudited pro forma consolidated financial statements of Stellar AfricaGold Inc ("Stellar" or the "Company"), have been prepared by management after giving effect to a proposed Spinout of Mosaic Minerals Corp ("Mosaic").

The Board of Directors of Stellar has unanimously approved a statutory arrangement (the "Arrangement") where it proposes: a) to distribute new common shares of the Stellar to the shareholders of Stellar on the basis of one new common share of Stellar for each common share of Stellar they own, and b) to distribute the shares of Mosaic to the shareholders of Stellar on the basis of 0.0252 of Mosaic shares for each common share, convertible debenture warrant, share purchase warrant and stock option of Stellar they own.

Prior to the distribution, Stellar will transfer to Mosaic its 100% interest in the Opawica mineral claims (the "Project") located in Quebec, Canada.

The purpose of the Arrangement and the related transactions is to reorganize Stellar into two separate publicly-traded companies: (a) Stellar AfricaGold Inc., which will be an exploration company focused on Africa (Guinea) holding African assets; and (b) Mosaic Minerals Corp., which will be an exploration company focused on North America holding North American assets which include the Company's current interest in the Opawica Project. The Arrangement will result in participating Shareholders, convertible debenture warrant holders, share purchase warrant holders and stock option holders of Stellar holding, immediately following completion of the Arrangement, 10.7% of the outstanding common shares of Mosaic (2,000,000 shares) in proportion to their holdings of Common Shares, convertible debenture warrants, share purchase warrants and stock options of Stellar and Stellar holding a 26.6% interest (5,200,000 shares) in Mosaic.

The unaudited pro forma consolidated financial statements of Stellar as at and for the nine-month period ended April 30, 2018 have been prepared by management in accordance with the recognition and measurement requirements of International Financial Reporting Standards ("IFRS"), for illustrative purposes only, after giving effect to the Arrangement. They have been prepared for inclusion in the Management Information Circular of Stellar dated October 28, 2018 (the "Circular") with respect to the proposed spin—out of the Opawica property located in Quebec. The unaudited pro forma consolidated statement of financial position has been prepared from information derived from and should be read in conjunction with the following:

- a) The unaudited interim financial statements of Stellar as at and for the nine-month period ended April 30, 2018; and
- b) The unaudited interim carve-out financial statements of Mosaic as at and for the nine-month period ended April 30, 2018.
- c) The audited consolidated financial statements of Stellar as at July 31, 2017 and 2016 for the years then ended.

It is management's opinion that the unaudited pro forma consolidated financial statements include all adjustments necessary for the fair presentation, in all material respects, of the transaction described above on a basis consistent with accounting policies.

STELLAR AFRICAGOLD INC.
Notes to the Pro Forma Financial Statements
For the nine months ended April 30, 2018 and 2017
(Unaudited - Expressed in Canadian Dollars)

1. BASIS OF PRESENTATION (Continued)

The unaudited pro forma statement of financial position removes the carve-out statement of financial position of Mosaic Minerals Corp. from the statement of financial position of Stellar AfricaGold Inc. as at April 30, 2018 and is intended to reflect the financial position of the Company as if the transaction had been effected on April 30, 2018. The unaudited pro forma consolidated statement of loss and comprehensive loss removes the carve-out statement of loss and comprehensive loss of Mosaic Minerals Corp. from the April 30, 2018 Stellar statement of loss and comprehensive loss and is intended to reflect the results of operations of the Company as if the transaction had been effected on April 30, 2018. The unaudited pro forma consolidated financial statements are not necessarily indicative of the financial position or results of operations which would have occurred if the transaction had actually occurred on April 30, 2018.

It is the opinion of Stellar's management that the pro forma consolidated statement of financial position as at April 30, 2018, and the pro forma consolidated statement of loss and comprehensive loss for all periods presented include all adjustments necessary for the fair presentation, in all material respects, of the transactions and assumptions described and the results of the combined operations in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"), applied on a basis consistent with Stellar's accounting policies.

The pro forma consolidated financial statements for the period intend to reflect the financial position had the proposed transaction occurred as at April 30, 2018, and the financial performance of the carve out company had the proposed transactions occurred at April 30, 2018 or the nine month period ended April 30, 2018. However, these pro forma financial statements are not necessarily indicative of the financial position or financial performance, which would have resulted if the transactions had actually occurred at April 30, 2018, and been in effect for the periods presented.

2. SIGNIFICANT ACCOUNTING POLICIES

These pro forma consolidated financial Statements have been prepared on the basis of accounting policies and methods of computation consistent with those applied in Stellars' audited annual financial statement for the fiscal year ended July 31, 2017.

3. ARRANGEMENT

The unaudited pro forma balance sheet as at April 30, 2018 gives effect to the following assumptions and adjustments:

- i. The Company (Stellar) will transfer its interest in the Opawica Gold Project to Mosaic. Mosaic will issue 7,200,000 shares of its common stock of which 2,000,000 will be distributed to the shareholders of Stellar and 5,200,000 shares will remain with Stellar. The fair value of \$360,000 assigned to the Mosaic shares is transferred to share capital upon issuance of shares of Mosaic. The transaction is subject to Mosaic completing a minimum financing of 4,000,000 shares at \$0.05 per share, which has been done.

**SCHEDULE N
CHANGE OF AUDITOR**



Stellar AfricaGold Inc.

Notice of Change of Auditor

TO: The Shareholders of Stellar AfricaGold Inc.

AND TO: British Columbia Securities Commission,
Alberta Securities Commission,
Quebec Securities Commission

Stellar AfricaGold Inc. (the "Corporation") hereby gives notice pursuant to National Instrument 51-102 ("NI51-102") of the following:

1. Raymond Chabot Grant Thornton, Chartered Professional Accountants, (the "Predecessor Auditor") has resigned as the Corporation's auditor effective September 18, 2017.
2. The Predecessor Auditor resigned at the Corporation's request.
3. The request of resignation of the Predecessor Auditor as auditor of the Corporation and the appointment of Morgan & Company LLP, Chartered Accountants, (the "Successor Auditor") P.O. Box 10007, Pacific Centre, Suite 1630 – 609 Granville Street, Vancouver, BC V7Y 1A1 were approved by Stellar's board of directors on September 14, 2017.
4. The Predecessor Auditor's report on any of the Corporation's financial statements relating to the relevant period did not express any modified opinion.
5. The Corporation further confirms that there were no reportable events as that term is defined in NI51-102 and in its opinion there are no reportable events pending as at the date hereof.

Dated at Vancouver, British Columbia this 18th day of September, 2017.

STELLAR AFRICAGOLD INC.

John Cumming, President

Head Office
4908 Pine Crescent,
Vancouver, B. C., V6M 3P6

September 18, 2017

British Columbia Securities Commission
PO Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, BC
V7Y 1L2

Alberta Securities Commission
600, 250 – 5th Street S.W.
Calgary, AB
T2P 0R4

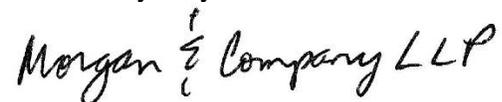
Quebec Securities Commission
Place de la Cité, tour Cominar
2640, boulevard Laurier, bureau 400
Québec
G1V 5C1

Dear Sirs:

RE: STELLAR AFRICAGOLD INC. (THE “COMPANY”)
NOTICE PURSUANT TO NATIONAL INSTRUMENT 51-102 – CHANGE OF AUDITOR

Please be advised that, in connection with National Instrument 51-102, a copy of the Notice of change of Auditors (the “Notice”) dated September 18, 2017 in respect of the above captioned change of auditors has been delivered to us. We have read the Notice and, based on our knowledge of the information at this date, we agree with its contents as it pertains to Morgan & Company LLP, Chartered Professional Accountants.

Yours very truly,



Chartered Professional Accountants

ADL/ms

cc: TSX Venture Exchange



Raymond Chabot Grant Thornton

September 18, 2017

AUTORITÉS DES MARCHÉS FINANCIERS
ALBERTA SECURITIES COMMISSION
BRITISH COLUMBIA SECURITIES COMMISSION.

Raymond Chabot Grant Thornton LLP

Suite 2000
National Bank Tower
600 De La Gauchetière Street West
Montréal, Quebec H3B 4L8

Telephone: 514-878-2691
Fax: 514-878-2127
www.rcgt.com

**Subject: Stellar AfricaGold Inc.
Notice of Change of Auditor dated September 18, 2017**

Dear Sir/ Madam

Pursuant to section 4.11 of the National Instrument 51-102, please accept this letter as confirmation that we have reviewed the Notice of Change of Auditor of Stellar AfricaGold Inc. dated September 18, 2017 and based on our knowledge as at the time of receipt, we agree with the information and each of the statements contained therein pertaining to our firm.

Yours truly

Raymond Chabot Grant Thornton LLP

**SCHEDULE O
PURCHASE AND MODIFICATION AGREEMENTS**

THIS MINERAL PROPERTY PURCHASE AGREEMENT is dated for reference the 28th day of June, 2018.

BETWEEN:

Stellar AfricaGold Inc., a company duly incorporated under the laws of Canada and having a head office and place of business at 4908 Pine Crescent, Vancouver, B.C. V6M 3P6

hereinafter called the "**Stellar**")

OF THE FIRST PART

AND:

Mosaic Minerals Inc., a company duly incorporated under the laws of British Columbia and having a head office and place of business at 4908 Pine Crescent, Vancouver, B.C. V6M 3P6

hereinafter called the "**Mosaic**")

OF THE SECOND PART

WHEREAS:

- A. Stellar owns a 100% interest in the 33 claims mineral property known and described as the Opawica Gold Project ("Opawica") in Quebec, the legal particulars of which are listed in Schedule 'A' hereto;
- B. Stellar has incurred to date approximately Three Hundred Sixty Thousand (\$360,000) in historical exploration expenditures on Opawica; and
- C. Mosaic wishes to purchase and Stellar wishes to sell Opawica on the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises and the mutual agreements and covenants herein contained, the parties hereby covenant and agree as follows:

1. PURCHASE AND SALE OF OPAWICA

Mosaic agrees to purchase and Stellar agrees to sell Opawica to Mosaic.

2. CONSIDERATION

The consideration for the purchase of Opawica shall be the issuance by Mosaic from its treasury Seven Million Two Hundred Thousand (7,200,000) common shares at an issue price of \$0.05 per share.

As additional consideration, and to allow Stellar and its shareholders to benefit from any future mineral resource discovery at Opawica, Mosaic hereby grants to Stellar a 2% Net Smelter Returns Royalty ("NSR") from production and sale of all minerals from Opawica, provided always that Mosaic shall have the right to purchase at any time and from time to time all or incremental parts paying a pro-rated consideration up to 50% of the NSR (i.e. Mosaic may purchase 1% of the 2% NSR) by paying to Stellar an aggregate of One Million (\$1,000,000) dollars.

3. CLOSING

Closing will be on or before June 30, 2018 or so soon thereafter as is practicable and will be held at the business offices of Mosaic.

4. DELIVERIES ON CLOSING

Mosaic will deliver the purchase consideration, namely a share certificate registered in the name of Stellar representing 7,200,000 common shares of Mosaic.

Stellar will deliver:

- i) duly endorsed and notarized claims transfer forms as approved by legal counsel, and
- ii) all historical exploration data including without limitation exploration survey results, prospecting maps and assay results.

5. CONDITIONS PRECEDENT TO CLOSING

Closing of this mineral property purchase agreement is subject to:

- i) Stellar having received TSX Venture Exchange acceptance of this mineral property purchase agreement as a non-arm's length transaction, and
- ii) Mosaic having closed an equity financing of not less than Two Hundred Thousand (\$200,000) dollars.

6. REPRESENTATIONS OF STELLAR

Stellar represents and warrants that Opawica is in good standing with the mineral recording offices of the Province of Quebec with all required annual assessment work having been performed and recorded as required, and that Opawica free and clear of all liens, charges and financial encumbrances.

Stellar further represents and warrants that to the best of its knowledge Opawica is free and clear of

environmental hazards.

7. REPRESENTATIONS OF MOSAIC

Mosaic represents and warrants that the 7,200,000 shares of Mosaic will be issued as fully paid and non-assessable and free and clear of all encumbrances, and subject only to any trading restrictions imposed by applicable securities regulations.

8. FURTHER ASSURANCES

The parties hereto covenant and agree to do such further acts and execute and deliver all such further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms and intent of this Agreement.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement to date between the parties hereto and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject of this Agreement.

9. TIME OF ESSENCE

Time shall be of the essence of this Agreement.

10. HEADINGS

The headings to the respective sections hereof shall not be deemed a part of this Agreement but shall be regarded as having been used for convenience only.

11. SEVERABILITY

If any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

12. APPLICABLE LAW

Opawica is located in Quebec, and the parties therefore agree that the situs of this mineral purchase

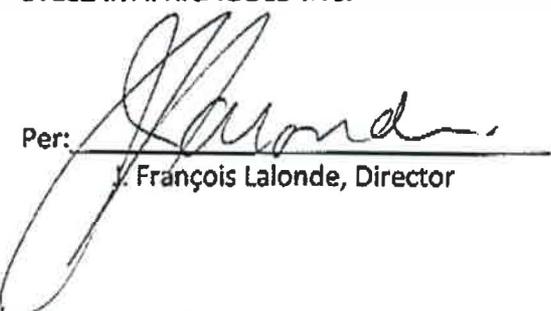
agreement is Quebec, and for all purposes this Agreement will be governed exclusively by and construed and enforced in accordance with the laws prevailing in the Province of Quebec, and Stellar and Mosaic agree to attorn to the jurisdiction of the Courts of the Province of Quebec in respect of any dispute relating to this mineral purchase agreement or Opawica.

13. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

STELLAR AFRICAGOLD INC.

Per: 

J. François Lalonde, Director

MOSAIC MINERALS INC.

Per: 

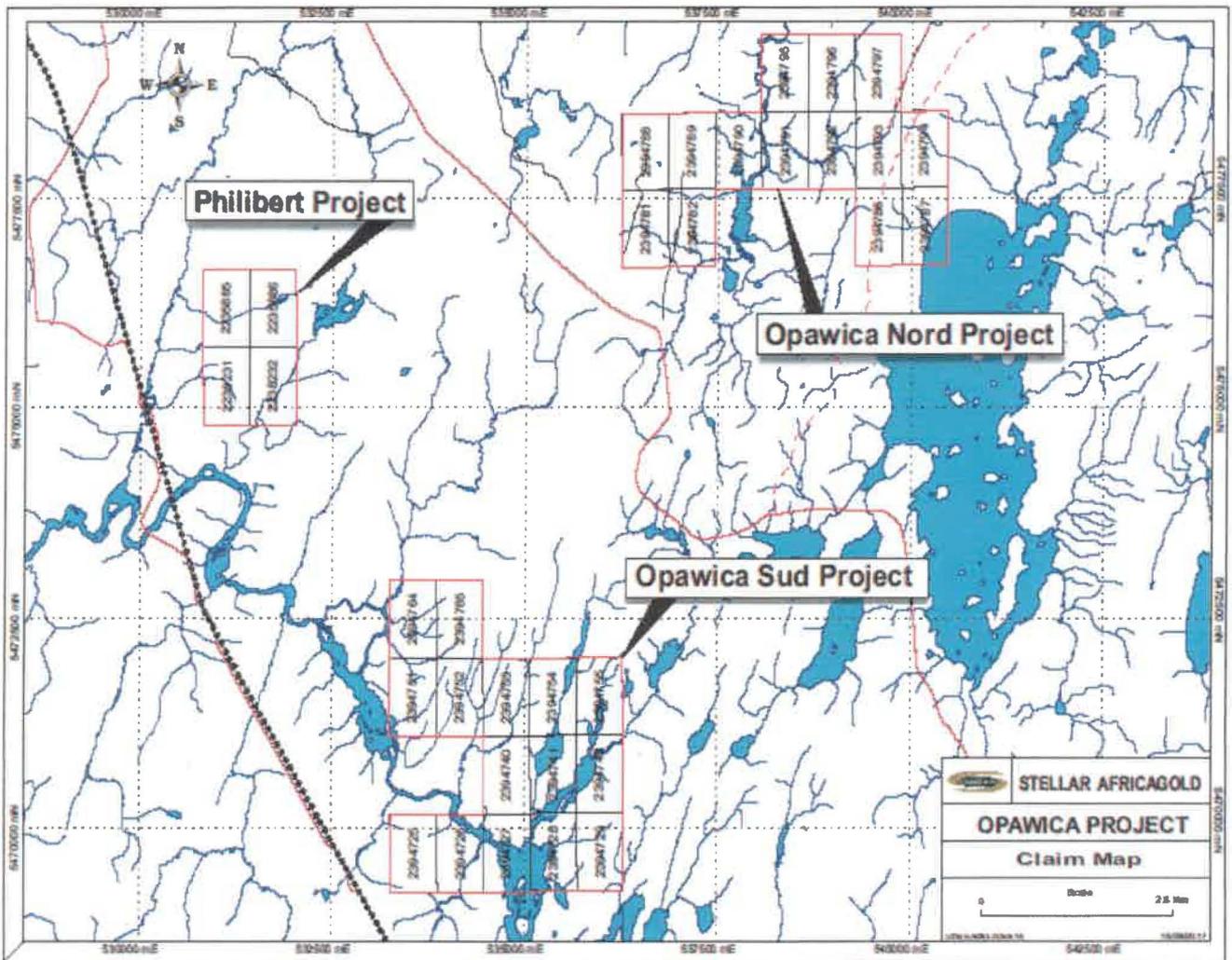
John Cumming, Director

Schedule 'A'

General Description

The Opawica mineral claims are composed of 3 blocks of claims, namely Opawica North, Opawica South and Philibert. The three claim blocks total 33 claims and cover 1,850 hectares. The Opawica mineral claims are located approximately 55 km south of the town of Chibougamau in northwestern Quebec.

Opawica Claims Map



Opawica Claims Legal Descriptions

STELLAR AFRICAGOLD INC

Titres Miniers / Opawica Project / Quebec, Canada

2018-06-18

Projet	SNRC	No titre	Date Renouv	Date Inscrition	Date Expiration	Nbr Ren	Sup (Ha)	Excédents	Trv requis	Droits requis
Phillibert	32G07	2235885	2020-02-10 23:59	2010-06-02 00:00	2020-04-13 23:59	4	55,97	83,13 \$	1 170,00 \$	64,09 \$
Phillibert	32G07	2235886	2020-02-10 23:59	2010-06-02 00:00	2020-04-13 23:59	4	55,97	83,13 \$	1 170,00 \$	64,09 \$
Phillibert	32G07	2238231	2020-02-10 23:59	2010-06-15 00:00	2020-04-13 23:59	4	55,98	83,13 \$	1 170,00 \$	64,09 \$
Phillibert	32G07	2238232	2020-02-10 23:59	2010-06-15 00:00	2020-04-13 23:59	4	55,98	83,13 \$	1 170,00 \$	64,09 \$
Phillibert	Total :	4					223,9	332,52 \$	4 680,00 \$	256,36 \$
Opawica Sud	32G07	2394725	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	56,04	47,28 \$	780,00 \$	64,09 \$
Opawica Sud	32G07	2394726	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	56,04	47,28 \$	780,00 \$	64,09 \$
Opawica Sud	32G07	2394727	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	56,04	47,28 \$	780,00 \$	64,09 \$
Opawica Sud	32G07	2394728	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	56,04	47,28 \$	780,00 \$	64,09 \$
Opawica Sud	32G07	2394729	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	56,04	47,28 \$	780,00 \$	64,09 \$
Opawica Sud	32G07	2394740	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	56,03	47,28 \$	780,00 \$	64,09 \$
Opawica Sud	32G07	2394741	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	56,03	47,28 \$	780,00 \$	64,09 \$
Opawica Sud	32G07	2394742	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	56,03	47,28 \$	780,00 \$	64,09 \$
Opawica Sud	32G07	2394751	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	56,02	47,28 \$	780,00 \$	64,09 \$
Opawica Sud	32G07	2394752	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	56,02	47,28 \$	780,00 \$	64,09 \$
Opawica Sud	32G07	2394753	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	56,02	47,28 \$	780,00 \$	64,09 \$
Opawica Sud	32G07	2394754	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	56,02	47,28 \$	780,00 \$	64,09 \$
Opawica Sud	32G07	2394755	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	56,02	47,28 \$	780,00 \$	64,09 \$
Opawica Sud	32G07	2394764	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	56,01	47,28 \$	780,00 \$	64,09 \$
Opawica Sud	32G07	2394765	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	56,01	47,28 \$	780,00 \$	64,09 \$
Opawica Sud	Total :	15					840,41	709,20 \$	11 700,00 \$	961,35 \$
Opawica Nord	32G08	2394781	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	55,97	70,24 \$	780,00 \$	64,09 \$
Opawica Nord	32G08	2394782	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	55,97	70,24 \$	780,00 \$	64,09 \$
Opawica Nord	32G08	2394786	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	55,97	70,24 \$	780,00 \$	64,09 \$
Opawica Nord	32G08	2394787	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	55,97	70,24 \$	780,00 \$	64,09 \$
Opawica Nord	32G08	2394788	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	55,96	70,24 \$	780,00 \$	64,09 \$
Opawica Nord	32G08	2394789	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	55,96	70,24 \$	780,00 \$	64,09 \$
Opawica Nord	32G08	2394790	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	55,96	70,23 \$	780,00 \$	64,09 \$
Opawica Nord	32G08	2394791	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	55,96	70,23 \$	780,00 \$	64,09 \$
Opawica Nord	32G08	2394792	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	55,96	70,23 \$	780,00 \$	64,09 \$
Opawica Nord	32G08	2394793	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	55,96	70,23 \$	780,00 \$	64,09 \$
Opawica Nord	32G08	2394794	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	55,96	70,23 \$	780,00 \$	64,09 \$
Opawica Nord	32G08	2394795	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	55,95	70,23 \$	780,00 \$	64,09 \$
Opawica Nord	32G08	2394796	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	55,95	70,23 \$	780,00 \$	64,09 \$
Opawica Nord	32G08	2394797	2019-09-22 23:59	2013-11-25 00:00	2019-11-24 23:59	2	55,95	70,23 \$	780,00 \$	64,09 \$
Opawica Nord	Total :	14					783,45	983,28 \$	10 920,00 \$	897,26 \$
Total		33					1847,76	2 025,00 \$	27 300,00 \$	2 114,97 \$

THIS MODIFICATION TO MINERAL PROPERTY PURCHASE AGREEMENT is dated for reference the 28th day of July, 2018.

BETWEEN:

Stellar AfricaGold Inc., a company duly incorporated under the laws of Canada and having a head office and place of business at 4908 Pine Crescent, Vancouver, B.C. V6M 3P6

hereinafter called the "**Stellar**")

OF THE FIRST PART

AND:

Mosaic Minerals Inc., a company duly incorporated under the laws of British Columbia and having a head office and place of business at 4908 Pine Crescent, Vancouver, B.C. V6M 3P6

hereinafter called the "**Mosaic**")

OF THE SECOND PART

WHEREAS:

- A. Pursuant to a Mineral Property Purchase Agreement dated June 27th, 2018 (the "PPA") Mosaic agreed to acquire from Stellar a 100% interest in the 33 claims mineral property known and described as the Opawica Gold Project ("Opawica") in Quebec as described in the agreement;
- B. The parties now wish to modify the terms of the PPA.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises and the mutual agreements and covenants herein contained, the parties hereby covenant and agree as follows:

1. PURCHASE AND SALE TO CLOSE IN TRUST

The purchase and sale will close in trust and all closing documents will be retained in escrow until the Stellar general meeting of shareholders described hereafter. The final closing and release of closing documents from escrow will be governed by the escrow terms described hereafter.

2. STELLAR SHAREHOLDER APPROVAL

Stellar agrees to proceed as quickly as practicable to call a general meeting of shareholders and seek disinterested shareholder approval of the PPA including this Modification Agreement.

3. MOSAIC TO PRESERVE OWNERSHIP OF OPAWICA

Mosaic agreed to proceed as quickly as possible to raise the minimum agreed financing of C\$200,000 and, after consultation with Stellar regarding the nature and cost of an appropriate program, to conduct a mutually agreed exploration program and file confirmations with the relevant Quebec authorities to preserve and protect title to and ownership of Opawica.

4. CLOSING DOCUMENTS ESCROW TERMS

All closing documents including without limitation the 7,200,000 Mosaic shares and the essential mineral property transfer documents will be held in escrow until the Stellar general meeting of shareholders and released upon the following conditions:

If the Stellar shareholders approve the PPA, then Stellar shall notify Mosaic forthwith and the closing documents shall be released from escrow.

If the Stellar shareholders do not approve the PPA, then Stellar shall notify Mosaic forthwith and the closing documents shall be returned to the original owners.

5. TRANSACTION COSTS

Mosaic acknowledges that various elements of the Opawica sale agreement and the share issuance consideration are structured at the preference of Mosaic and Mosaic agrees to reimburse Stellar for a reasonable and agreed amount of those extra costs.

6. INCONSISTENT TERMS

If any term of this Modification Agreement is inconsistent with the PPA then the terms of this Modification Agreement shall prevail.

7. TIME OF ESSENCE

Time shall be of the essence of this Agreement.

8. HEADINGS

The headings to the respective sections hereof shall not be deemed a part of this Agreement but shall be regarded as having been used for convenience only.

9. SEVERABILITY

If any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect in any jurisdictions, the validity, legality and enforceability of such provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

10. APPLICABLE LAW

Opawica is located in Quebec, and the parties therefore agree that the situs of this mineral purchase agreement is Quebec, and for all purposes this Agreement will be governed exclusively by and construed and enforced in accordance with the laws prevailing in the Province of Quebec, and Stellar and Mosaic agree to attorn to the jurisdiction of the Courts of the Province of Quebec in respect of any dispute relating to this mineral purchase agreement or Opawica.

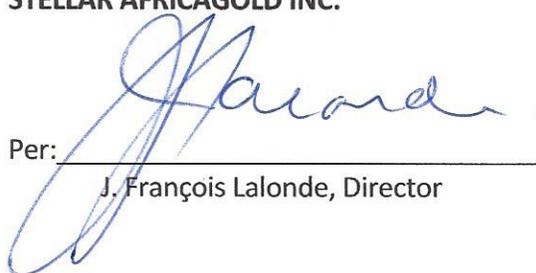
11. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF this Agreement has been executed this 5th day of September, 2018.

STELLAR AFRICAGOLD INC.

Per: _____


J. François Lalonde, Director

MOSAIC MINERALS INC.

Per: _____


John Cumming, Director