

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

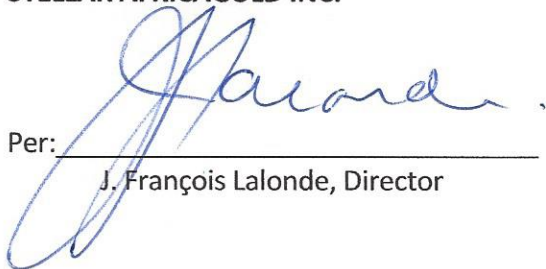
Opawica is located in Quebec, and the parties therefore agree that the situs of this mineral purchase agreement is Quebec, and for all purposes this Agreement will be governed exclusively by and construed and enforced in accordance with the laws prevailing in the Province of Quebec, and Stellar and Mosaic 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