

MINERAL LEASE AGREEMENT

THIS MINERAL LEASE AGREEMENT ("Agreement") is made effective as of the day of September 26th, 2020 ("Effective Date"), between **Henan Afro-Asia Geo-Engineering (Tanzania) Co.Ltd**, a Dar es Salaam corporation, Lessor, and **Kaixiang Mineral International Development (Tanzania) Co.Ltd**, a Mwanza corporation, Lessee.

RECITALS

A. Lessor is the owner of the surface and varying interests of the minerals(gold) in and to property described in Exhibit "A" attached hereto, which property is located in Kahama, Shinyanga, Tanzania (the "Premises").

B. Lessee desires to lease the interests of Lessors in the Premises upon the terms and conditions herein set forth.

C. Lessor desires to lease their interests in the Premises to Lessee upon the terms and conditions herein set forth.

AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants herein contained, and mutual benefit, Lessor and Lessee agree as follows:

1. GRANT OF LEASE RIGHTS

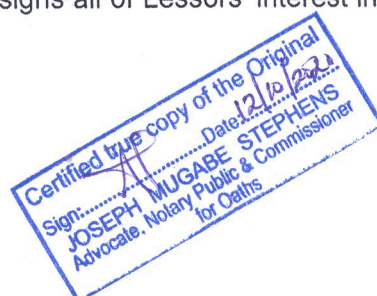
A. Grant of Lease. Lessors hereby lease exclusively to Lessee and its successors and assigns all of Lessors' interest in the premises.

B. Rights of Lessee. Subject to "THE MINING ACT, REVISED EDITION OF 2018" and "THE MINING REGULATIONS OF 2018" of the United Republic of Tanzania, Lessee shall have the following rights in respect of the Prospecting License:

i. The lessor of this prospecting License confers on the lessee the exclusive right to carry on prospecting operations in the license area for gold.

ii. In the exercise of the rights conferred by lessor, the lessee may enter upon the prospecting area and erect camps and temporary buildings and may erect installations in any water forming part of the prospecting area.

C. If the resource of gold is economical based on the lessee's prospecting exploration, the lessor should apply and get the mining license within the said prospecting license, and therefore lease exclusively to the said Lessee and assigns all of Lessors' interest in the mining license.



2. TERM

A. The term of this Agreement shall commence as of the Effective Date and shall continue for a period of five years thereafter unless sooner terminated in the manner herein provided.

B. Continuation of Use. If, at the end of the primary or extended term, Lessee is not conducting Mining Operations, but is utilizing the Premises in support of Mining Operations on other lands, then this Agreement shall continue in force as to the lands subject to such uses and such expansions thereof as may reasonably be contemplated, as designated in good faith by Lessee, and the payment provided in Section 3.A shall be rental for such uses.

3. PAYMENTS TO LESSORS

A. Annual Rental. Subject to Lessee's right to terminate this Agreement, Lessee shall pay the following amounts to Lessors as annual rent:

<u>Due Date (in each case prior to)</u>	<u>Payment</u>
First yearly anniversary of Effective Date	\$944.00
Second yearly anniversary of Effective Date	\$944.00
Third yearly anniversary of Effective Date	\$1,416.00
Fourth yearly anniversary of Effective Date	\$1,416.00
Fifth yearly anniversary of Effective Date and each subsequent anniversary of Effective Date thereafter	\$1,416.00 \$1,888.00

On each five year term the annual rentals shall be subject to adjustment as set forth by the requirement of Ministry of Minerals-The United Republic of Tanzania.

None of the payments made in accordance with the schedule set forth above shall be deductible as a credit against production royalties payable to Lessors until production commences.

B. Production Royalty. When Lessee commences production of ores, minerals or materials from the premises, Lessee shall pay to Lessors a production royalty 20% of the production.

For all other minerals other than gold, the average fair market value at the time of production, as quoted in Metals Week or a comparable publication.

C. Prospecting Expenditures. All costs, charges and expenses for prospecting operation

including geological survey, geophysical survey, geochemical survey, transportation, trench, shaft, drilling, sampling, assaying and representation costs, penalties, other compensations, feasibility study and environment impact assessment shall be paid by Lessee.

4. TITLE MATTERS

A. Representations and Warranties. Lessors covenant and warrant to Lessee, which covenants and warranties shall survive termination of this Agreement, as follows:

(1) Lessors warrant, to the best of their knowledge and belief, there are no claims, actions, suits or proceedings pending or threatened on account of or as a result of ownership of the real property which, if adversely determined, would prevent or hinder the conditions contained in this Agreement.

(2) Lessors warrant that they have no knowledge of violation of law or ordinance with respect to the use of ownership of the premises.

(3) Lessors are duly organized and in good standing under the laws of the United Republic of Tanzania and has full right, power and capacity to enter into this Agreement under the terms set forth herein.

(4) Lessee shall have quiet and peaceable possession of the Premises.

(5) Lessors have no knowledge or information indicating that any reclamation obligations for prior operations on the Premises are unsatisfied.

B. Title Defects, Defense and Protection. Lessee may at any time cause a title search to be made covering all or any part of the Premises. Lessors shall provide Lessee with any abstracts and other evidences of title in Lessors possession or control. If, (1) in the opinion of Lessee, Lessors title to all or any part of the Premises is defective or less than as represented in Section 4.A; or (2) Lessors title is contested, questioned or limited by any person or entity and Lessors are unable or unwilling to promptly correct the alleged defects, Lessee may, without obligation and without waiver of any remedies of Lessee, attempt to perfect or defend Lessors' title. In that event, Lessors shall cooperate as reasonably necessary to assist Lessee in its efforts to perfect or defend Lessors title, time being of the essence. Any improvement or perfection of title to the Premises shall inure to the benefit of Lessee in the same manner and to the same extent as if such improvement or perfection had been made prior to the execution of this Agreement.

5. OBLIGATIONS OF LESSEE

A. Protection from Liens. Lessee shall keep title to the Premises free and clear from any liens, claims and encumbrances (other than liens for taxes not yet due and delinquent) arising from its operations hereunder. Lessee shall pay for all labor performed upon or material furnished to the Premises at the request of Lessee and shall keep the Premises free and clear from liens of mechanics or materialmen in connection with services performed and material supplied at Lessee's request. Lessee shall, however, have the right in good faith to contest the validity of any lien, claim or liability and shall not be required to remove any such lien, claim or liability so long as Lessee is contesting the validity or the amount thereof. The foregoing provisions shall not restrict Lessee from placing a mortgage, trust deed or other lien upon its interest in the Premises for financing purposes.

B. Indemnification. Lessee shall protect Lessors against any damages arising out of Lessee's operations on the Premises and shall indemnify Lessors against liability resulting from Lessee's operations on the Premises; provided, however, that any act or omission by Lessors or any agent acting on their behalf, or any breach of warranty by Lessors, shall not have been a contributing cause to the event giving rise to any such damages.

C. Compliance with Laws and Regulations. Lessee shall perform all of its operations on the Premises in compliance with all applicable laws and regulations in Tanzania pertaining to environmental protection, reclamation and bonding. Lessee shall have no obligations with respect to prior operations or preexisting conditions on the Premises..

D. Lessors' Right to Inspect. During the term of this Agreement Lessee shall allow Lessors and representatives of Lessors, at their sole risk and expense, access to the Premises for the purposes of viewing or inspecting Lessee's operations, at times which, in Lessee's discretion, do not unreasonably interfere with its operations.

E. Delivery to Data. Upon termination of this Agreement, Lessee shall furnish Lessors within a reasonable time and without warranty or liability one set of copies of all available data generated from work by or for Lessee on the Premises. Such data is to include, but not necessarily be limited to, geochemical and assay data; sample maps; geologic maps, cross sections and reports; geophysical maps, cross sections and reports; and drill logs. Lessee shall authorize and permit Lessors to take possession of any available drill core, drill cuttings, rejects and pulps derived from the Premises whether or not such materials are stored on the Premises. Lessee shall have no liability to Lessors or any third party for lack of availability or poor condition of any such cores or samples or for any deficiencies in the accuracy, reliability or completeness of any information and data furnished to Lessors. Lessors shall assume all risks stemming from reliance upon such data by itself and by third parties after disclosure thereof by Lessors and shall indemnify and hold harmless Lessee as to any claims made by such third parties.

F. No Obligation to Mine. Nothing in this Agreement shall impose any obligation or

covenant, express or implied, upon Lessee to conduct any exploration, development or mining operations upon the Premises, it being the intent of the Parties that Lessee shall have sole discretion to determine the technical and economic feasibility, timing, method, manner and rate of conducting any such operations. Only the express duties and obligations provided under this Agreement shall be binding upon Lessee. The nature, manner and extent of all exploration development, mining and other operations, if any, shall be matters to be determined solely within the discretion of Lessee.

G. Exploration. Lessee shall expend minimum sums for exploration work within the premises as follows:

First lease year	\$4,720.00
Second lease year	\$4,720.00
Third lease year	\$18,880.00
Fourth lease year	\$18,880.00
Fifth lease year	\$18,880.00

At the request of Lessors, Lessee shall provide to Lessors the accounting of the expenditures made to evidence satisfaction of this obligation.

6. TERMINATION

A. Termination by Lessors. In the event Lessors consider that Lessee has not complied with any obligation hereunder, Lessors shall notify Lessee setting out specifically in what respect it is claimed that Lessee has breached this Agreement. If the alleged breach is not cured within 30 days after written notice is given of default for failure to make a required cash payment or 60 days after written notice is given of any other default or if Lessee has not within that time either commenced to cure the alleged breach (other than a breach for non-payment) and does not thereafter diligently complete such cure, or challenges the legitimacy of the allegation, Lessors may terminate this Agreement by delivering to Lessee written notice of such termination; provided, however, that in the event Lessee challenges the legitimacy of the allegation, Lessee may give written notice to Lessors within such 30-day or 60-day period setting forth such fact. If Lessors give written notice within 15 days of Lessee's notice that Lessors reject Lessee's position then this Agreement shall not be terminable by Lessors until there is a final judicial determination by a court of competent jurisdiction that a default exists and shall not be terminated thereafter if Lessee shall satisfy such judgment within 30 days following its entry (or if an appeal of such judgment is taken following its affirmance by the highest court to which such an appeal is made). Failure of Lessors to give such notice shall constitute agreement by Lessors that Lessee is not in default. Lessors shall not be entitled to terminate this Agreement for any default which by its nature is not retroactively curable if Lessee has used its best efforts to cure such a default to the extent practical or if Lessee has paid Lessors' damages for such default where damages are an appropriate remedy. Lessors shall have no right to terminate this Agreement except as expressly

provided in this Section 6.A, and termination of this Agreement shall be the sole remedy of Lessors. Neither the service of any notice nor the performance of any acts by Lessee intended to meet any such alleged breach shall be deemed an admission or presumption that Lessee has failed to perform all of its obligations under this Agreement. Notwithstanding the foregoing provisions of this Section 6.A, this Agreement may not be terminated, in whole or in part, by less than all the individuals or entities included within the term "Lessors."

B. Termination by Lessee. Lessee shall have the right in its sole discretion to terminate this Agreement at any time with respect to all or any part of the Premises by giving Lessors written notice of such termination. Partial termination shall not cause a reduction in the payments prescribed in Section 3.A. Upon such termination, all right, title and interest of Lessee under this Agreement shall terminate with respect to the Premises affected. Lessee shall be relieved of all further obligations set forth in this Agreement as to the Premises affected except those obligations, if any, which have accrued prior to such termination. Any taxes, assessments and governmental charges for which Lessee was responsible prior to termination shall be prorated as of the termination date.

C. Release. Following termination of this Agreement as to all or a part of the Premises, Lessee shall promptly deliver to Lessors a fully executed release of this Agreement in recordable form, as to those parts of the Premises that are affected.

7. LIENS

In the event that Lessors fail to promptly pay, when due, taxes, mortgages or other liens levied against the Premises and payable by Lessors, Lessee shall have the right (but shall not be obligated) to pay such past due amounts and, if Lessee does so, Lessee shall be subrogated to all the rights of the holders thereof and Lessors shall reimburse Lessee for all such payments and for all related costs and expenses paid or incurred by Lessee (including, without limitation, related attorney fees) within three months after the same are paid or incurred by Lessee. Any payments to Lessors under this Agreement may be credited by reimbursements to Lessee under this Section. The provisions of this Section shall survive termination of this Agreement.

8. FORCE MAJEURE

Lessee shall not be liable for failure to perform any of its obligations, other than making payments due under Section 3A, during any period in which performance is prevented, in whole or in part, by causes herein termed Force Majeure. For purposes of this Agreement, the term "Force Majeure" shall include labor disputes; acts of God; action of the elements, including inclement weather, floods, slides, cave-ins, sinkholes, earthquakes and drought; laws, rules, regulations, orders, directives and requests of governmental bodies or agencies; delay, failure or inability of suppliers or transporters of materials, parts, supplies, services or equipment or by contractors' or subcontractors'

shortage of, or inability to obtain, labor, transportation, materials, machinery, equipment, supplies, utilities or services; accidents; breakdown of equipment, machinery or facilities; judgments or orders of any court or agency; inability to obtain on reasonably acceptable terms or in reasonably acceptable time any public or private licenses, permits or other authorizations; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or future violation of federal, state or local environmental standard; acts of war or conditions arising out of or attributable to war, whether declared or undeclared; riot; civil strife; fire; explosion; or any other cause whether similar or dissimilar to the foregoing, except for the inability to meet financial commitments. If Lessee desires to invoke the provisions of this Section, Lessee shall give notice of the commencement of the circumstances giving rise to such Force Majeure. The time for discharging Lessee's obligations with respect to the prevented performance, or the time within which Lessee must undertake or complete any activity, shall then be extended for the period of Force Majeure.

9. NOTICES AND METHODS OF MAKING PAYMENTS

A. Notices. Any required notice or communication shall be in writing and shall be effective when personally delivered (including delivery by express courier service) to the following addresses, or when addressed as follows and deposited, postage prepaid, in the Tanzania mail for certified delivery:

If to Lessors:

Henan Afro-Asia Geo-Engineering (Tanzania) Co. Ltd
P.O.Box 5410
Dar es Salaam

If to Lessee:

Kaixiang Mineral International Development Co. Ltd
P.O.Box 6313
Mwanza

Either party may, by notice to the other given as aforesaid, change its mailing address for future notices.

B. Any payment required to be made by Lessee to lessors may be made in cash or by check, in the sole discretion of Lessee, and return receipt requested.

10. CONFIDENTIALITY

Lessors shall not, without the express written consent of Lessee not to be unreasonably withheld, disclose any information concerning the terms of this Agreement (excepting the Memorandum of Mineral Lease Agreement described in Section 11.F) or operations conducted under this Agreement (except information and data that is generally available

to the public), nor issue any press releases concerning such information. However, if Lessors contemplates transferring its interest to a third party, it shall have the right to disclose such information to that party if it first obtains an agreement in writing from such third party, satisfactory to Lessee after review in advance, providing that the third party shall hold confidential the information furnished to it.

11. DISPUTES

Disputes or differences between the Parties shall not interrupt performance of this Agreement or the continuation of operations hereunder. In the event of any dispute or difference, operations may be continued and payments may be made hereunder in the same manner as prior to such dispute or difference, In case of suit, adverse claim, dispute or question as to the ownership of the Premises or production royalties, or any interest therein. Lessee may, in its sole discretion, deposit the payment (or the portion of the payment in dispute. if less than the whole payment is in dispute) into an escrow account and Lessee shall not be held in default in payment thereof until such suit, claim, dispute or question has been finally disposed of.

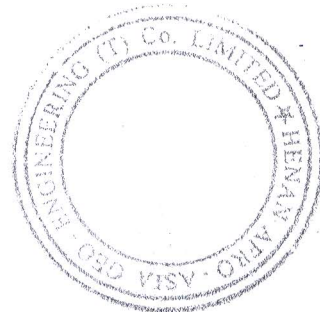
IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set forth in the acknowledgments below, but effective as of the Effective Date.

LESSOR:

Henan Afro-Asia Geo-Engineering (Tanzania) Co. Ltd

By: 张邦

Chao Zhang Director



LESSEE:

Kaixiang Mineral International Development Co. Ltd

By: 彭俊

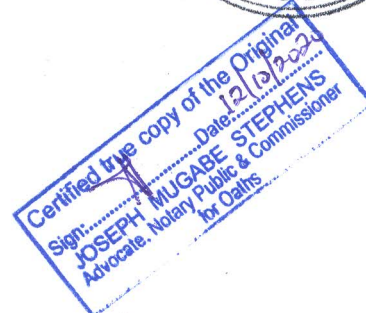
Jung Peng, Director



WITNESS to the above signatures:

Name: JOSEPH MUGABE

Signature: JP



Address: 2824 KwZ

Qualifications: ADVOCATE

