

Mining Rights Transfer Cooperation Agreement

first party: China Dragon International Co Ltd

second party: Yuxuefei

According to Article 9 (2) of Chapter 123 of the Mining Law of the United Republic of Tanzania, as well as the 2010 Mining Law and other relevant laws and regulations, both parties have entered into this contract through friendly consultation on the principles of equality, voluntariness, and compensation.

1、 The mining rights stipulated in this contract belong to China Dragon International Co Ltd , with a mining license number of ML No. 572/2017 approved by the Ministry of Energy and Mines of the United Republic of Tanzania. The transferred mining rights are 100% of the shares under this mining license number.

2、 The first party is responsible for establishing a new joint-stock company. The designated representative of the first party, Tian Wentao, holds 10% equity in the new company, while the

second party holds 90% equity. The second party serves as the legal representative of the new company. The mining right is transferred from Party A to the new company. The agreed price for the transfer of mining rights is 300000 US dollars, which shall be paid in full by Party B to the designated payee of Party A, Shen Heyong. The agreement shall come into effect upon signature. The Party A shall apply for the mining license to the newly established company within 3-6 months in accordance with local laws and regulations, and assist in renewing it upon expiration. After the transfer, the new company not only owns the area included in the mining license, but also includes the land owned by Party A around the mining license (Itiso mine), including the rights owned by the land contract agreement, which will be taken over by Party B. Party A must complete all transfer procedures in accordance with local regulations.

3、 (1).The first party is responsible for all transaction fees incurred during the transfer of ownership;

- (2).The first party is responsible for all debt and debt disputes before transferring the mining license to the new company;
- (3).After the transfer of ownership, all resources of the mine will belong to the new company;
- (4).The Party A is responsible for handling the relevant water and electricity, land acquisition, and coordination matters between local government departments and villagers before the mine is put into operation. The expenses incurred shall be coordinated and borne by both parties;
- (5).If the agreed matters are not completed, Party A shall bear all expenses incurred by Party B for this project. Party B has the right to recover from either Party A or the designated representative of Party A, Tian Wentao, or the designated payee, Shen Heyong. The agreement shall also be invalidated.
- (6).The second party is responsible for the overall investment and operation of the company (with an annual target of around 200000 cubic meters of stone materials)

(7).Both parties shall perform this agreement in a fair and just manner. Any disputes arising from or related to this agreement shall be resolved through friendly consultation between the two parties. When negotiations fail, both parties have the right to file a lawsuit with a court with jurisdiction.

4、 During the execution of the contract, if any consequences arise due to force majeure, neither party shall be liable for breach of contract.

5、 This contract is made in four copies, with each party holding two copies.

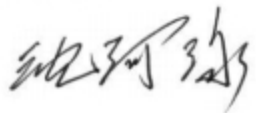
Party A's signature and seal:



Party B's signature and seal:



Designated representative:

Designated payee: 

date of signature:

date of signature: