

JOINT VENTURE AGREEMENT (TUXEDO PARK, CHLORIDE, ARIZONA)

THIS JOINT VENTURE AGREEMENT ("Agreement"), made and entered into as of this 26th day of May, 2018 by and between **Onassis Mining Group, Inc.**, a Nevada corporation, with an address of 6440 Sky Pointe Dr., Ste 140-149, Las Vegas, NV 89131 ("ONSS") and **Bonanza Goldfields Corp.**, a Nevada corporation with an address of 6440 Sky Pointe Dr., Ste 140-149, Las Vegas, NV 89131 ("BONZ"), collectively referred as the "Parties".

ARTICLE I GENERAL PROVISIONS

1.01 Business Purpose. The business of the Joint Venture shall be to assess the mineral potential of the patented mining claims identified on Exhibit "A" hereto (the "Property"), comprised of approximately 66 acres adjacent to the Chloride Townsite, Mohave County, Arizona. ONSS has an option to purchase the Property and is presently considering its development potential as a site for a Research and Development (R&D) Facility and / or R&D Park under the working development name of "Tuxedo Park" (the "Primary Purpose"). The northern portion of the Property contains some historic mine shafts and tailings from the Bullion Beck, Molly Gibson and Arizona & Montana Mines. The Parties desire to study the historic mine workings and mineral potential for the Property with a view to the planning of its development for the Primary Purpose. This may entail condemnation drilling to determine whether there is economic mineralization underneath the portion of the Property that is proposed to be developed for the R&D Facility or R&D Park. Pursuant to separate agreement, each party is permitted use of the office facility, assay lab and garage on Tennessee Avenue, which shall also be available for use by the Joint Venture.

1.02 Term of the Agreement. This Joint Venture shall commence on the date first above written and shall continue in existence until terminated, liquidated, or dissolved by law or as hereinafter provided.

1.03 Contractual Joint Venture. This is a contractual joint venture. The Joint Venture is not intended to be a separate legal person from the parties.

1.04 Governance. Each party shall appoint one board member.

1.05 Compensation. Except as provided in this Section 1.05 and in Section 2.01 below, the Parties shall serve without compensation. In consideration of entering into this Agreement each party shall receive the following stock ownership interest in the other party:

- (a) BONZ shall receive 500,000 shares of ONSS common stock, valued at \$0.10 per share; and
- (b) ONSS shall receive 25,000,000 shares of BONZ common stock, valued at \$0.002 per share. The shares issued as compensation shall be restricted for two (2) years after issuance.

1.06 Duties of BONZ. BONZ shall be responsible for developing the assessment plan, and shall sample the existing mine working, dumps and tailings, located primarily in the northerly portion of the Property. BONZ shall also be responsible for any drilling done, either to confirm mineralization, or to confirm lack of mineralization (i.e. "condemnation drilling").

1.07 Duties of ONSS. ONSS shall make available to BONZ on a confidential basis its plans and related materials regarding development of the Property. BONZ shall promptly review and comment on the proposed assessment plan.

1.08 Project Expenses. The Joint Venture expenses shall be shared 50/50.

ARTICLE II PROJECT OWNERSHIP

2.01 Production Net Profits Interest. In the event that an economic mineral deposit is discovered on the Property and there is mineral production from the Property, ONSS and BONZ shall each have an equal (50%) interest in the net profits¹ from the mineral production.

ARTICLE III INDEMNIFICATION OF THE JOINT VENTURERS

3.01 Indemnification. The parties to this Agreement shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the Joint Venture and such course of conduct did not constitute gross negligence or willful misconduct. The parties to this Agreement shall each be indemnified by the other against losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection with the Joint Venture.

ARTICLE IV TERMINATION OF JOINT VENTURE

4.01 Events of the Joint Venturers. The Joint Venture shall be dissolved upon the happening of any of the following events: (a) The adjudication of bankruptcy of either party, (b) Filing of a petition pursuant to a Chapter of the Federal Bankruptcy Act by either party, (c) Withdrawal or removal of either of the parties or (e) Mutual agreement of the Parties

ARTICLE V MISCELLANEOUS PROVISIONS

5.01 Books and Records. The Joint Venture shall keep adequate books and records at BONZ' place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Joint Venture.

5.02 Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

5.03 Integrated Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the Parties other than those set forth herein provided for.

5.04 Headings. The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.

5.05 Notices. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective addresses set forth in this Agreement or at such other addresses as may be subsequently specified by written notice.

5.06 Applicable Law and Venue. This Agreement shall be construed and enforced under the laws of the State of Nevada. The parties consent to the jurisdiction of the courts located in Clark County, Nevada, with respect to any legal proceedings arising out of or pertaining to this Agreement.

5.07 Other Instruments. The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Onassis Mining Group, Inc.

Bonanza Goldfields Corp.

By: /s/ Barbara McIntyre Bauman ____

By: /s/ Barbara McIntyre Bauman _____

Name: Barbara McIntyre Bauman__

Name: Barbara McIntyre Bauman_____

Title: President_____

Title: President_____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Parcel No. 1

TERMINAL MILLSITE IN THE WALLAPAI MINING DISTRICT, BEING SHOWN ON MINERAL SURVEY NO. 3595B, AS FILED IN THE BUREAU OF LAND MANAGEMENT, SITUATE IN SECTION 3, TOWNSHIP 23 NORTH, RANGE 18 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA. Also known as Mohave County Assessor's Parcel Number (APN) 308-04-008.

Parcel No. 2

A PORTION OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 18 WEST OF THE GILA AND SALT RIVER BASE, MOHAVE COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER FOR SAID SECTION 3, A 3" ODIP W/USGLO BRASS CAP (1916); THENCE SOUTH 56°28'25" WEST (BASIS OF BEARINGS: TRUE NORTH PER DIRECT SOLAR OBSERVATIONS IN LAT. = 35°24'43" NORTH, LONG. = 114°13'06" WEST - RECORD OF SURVEY: BOOK 2, PAGE 59, RECORDS OF MOHAVE COUNTY, ARIZONA, 1813.46 FEET (SOUTH 55°18' WEST, 1816.38 FEET-RECORD, MS 1428) TO CORNER NO. 1 FOR THE BULLION BECK, MS 1428, AN "+" IN A GRANITE REEF MARKED "1-1428," WHENCE "BR 1 - 1428" BEARS NORTH 48° WEST, 2.17 FEET (NORTH 48° 20' WEST, 26 INCHES RECORD); THENCE ALONG LINE 1 - 4 SAID BULLION BECK SOUTH 10°37'50" WEST, (SOUTH 10°10' WEST-RECORD), 405.42 FEET TO A 5/8" REBAR W/CAP (RLS 8904) AND THE TRUE POINT OF BEGINNING: THENCE CONTINUING ALONG SAID LINE 1 - 4 SOUTH 10°37'50" WEST (SOUTH 10°10' WEST - RECORD), 831.23 FEET TO CORNER NO. 4 SAID BULLION BECK, A 5/8" REBAR W/ ALUMINUM CAP (8904), WHENCE "BR 4-1-1428" BEARS NORTH 29°09'30" WEST, 80.30 FEET (NORTH 30°15' WEST 81 FEET-RECORD); THENCE ALONG LINE 4-3 SAID BULLION BECK NORTH 86°49'45" WEST, 599.15 FEET (NORTH 87°40' WEST, 600 FEET-RECORD) TO CORNER NO. 3 FOR SAID BULLION BECK, A 5/8" REBAR WITH ALUMINUM CAP (RLS 8904), WHENCE "BR 3-4-1428" BEARS NORTH 35°10'30" WEST, 31.82 FEET (NORTH 36° WEST, 32 FEET-RECORD); THENCE ALONG 3-2 SAID BULLION BECK NORTH 10°36'15" EAST (NORTH 10°10' EAST-RECORD) 831.08 FEET TO A 5/8" REBAR W/CAP (RLS 8904); THENCE NORTH 72°18' EAST, 274.50 FEET TO A 5/8" RBAR W/ CAP (RLS 8904); THENCE SOUTH 70°56' EAST, 356.70 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE EFFECTS OF DEED RECORDED IN BOOK 22 OF DEEDS, PAGE 242.

Also known as Mohave County Assessor's Parcel Number (APN) 308-04-011.

Parcel No. 3

THE MOLLY GIBSON a/k/a MOLLY GIPSON AND LITTLE WONDER, BOTH PATENTED MINING CLAIMS AS SHOWN IN MINERAL SURVEY 1428, IN THE WALLAPAI MINING DISTRICT, SITUATE IN SECTION 3, TOWNSHIP 23 NORTH, RANGE 18 WEST OF THE GILA AND SALT RIVER BASE, MOHAVE COUNTY, ARIZONA. Also known as Mohave County Assessor's Parcel Number (APN) 308-04-012.

Parcel No. 4

A PORTION OF THE MONTANA PATENTED MINING CLAIM, MINERAL SURVEY #3363 IN THE WALLAPAI MINING DISTRICT SITUATE IN SECTION 3, TOWNSHIP 23 NORTH, RANGE 18 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID MONTANA MINING CLAIM; THENCE NORTH 66 DEGREES, 28'W, A DISTANCE OF 119 FEET ALONG THE NORTHERLY LINE OF SAID MONTANA MINING CLAIM TO THE POINT OF BEGINNING; THENCE SOUTH 04 DEGREES, 07' EAST, A DISTANCE OF 150 FEET; THENCE SOUTH 85 DEGREES, 53' WEST, A DISTANCE OF 320 FEET; THENCE NORTH 04 DEGREES, 07' WEST, A DISTANCE OF 317.65 FEET; THENCE SOUTH 66

DEGREES, 28' EAST, A DISTANCE OF 361.25 FEET TO THE POINT OF BEGINNING. Also known as Mohave County Assessor's Parcel Number (APN) 308-04-015.

Parcel No. 5

MONTANA AND ARIZONA LODGE MINING CLAIMS, MINERAL SURVEY #3363 IN THE WALLAPAI MINING DISTRICT, PATENT RECORDED IN BOOK 243 OF OFFICIAL RECORDS, PAGE 769, SITUATE IN SECTION 3, TOWNSHIP 23 NORTH, RANGE 18 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MOHAVE COUNTY, ARIZONA. EXCEPTING A PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID MINING CLAIM; THENCE NORTH 66 DEGREES, 28' WEST, A DISTANCE OF 119 FEET ALONG THE NORTHERLY LINE OF SAID MONTANA MINING CLAIM TO THE POINT OF BEGINNING; THENCE SOUTH 04° 07' EAST, A DISTANCE OF 150 FEET; THENCE SOUTH 85°, 53' WEST, A DISTANCE OF 320 FEET; THENCE NORTH 04°, 07' WEST, A DISTANCE OF 317.65 FEET; THENCE SOUTH 66°, 28' EAST, A DISTANCE OF 361.25 FEET TO THE POINT OF BEGINNING. Also known as Mohave County Assessor's Parcel Number (APN) 308-04-016.