ABT HOLDINGS, INC.

(OTC PINK BASIC DISCLOSURE GUIDELINES)

1) Name of the issuer and its predecessor (if any).
ABT HOLDINGS, INC. (formerly known as ABT Mining Co. INC.), hereinafter referred as ABT Holdings or the Company. Effective June 15, 2015, pursuant to Section 53-504 of Idaho Code, the Company filed a certificate of Assumed Business Name also known as 'Doing Business As' ABT Holdings. Previously, the Company has conducted its business as ABT Mining Co. Inc., Abot Mining Co. and Abot Mining Company.

2) Address of the issuer's principal executive offices.
Company Headquarters
225 S Lake Avenue, Suite 300,
Pasadena, CA 91101
T: +1 818.302.0100
E: ir@abtholdings.com
W: www.abtholdings.com

IR Contact
None.

3) Security Information
Trading Symbol: ABOT

Exact title and class of securities outstanding:
As of September 30, 2015:

Common stock:

Authorized	1,200,000,000 shares
Outstanding	154,576,234 shares

Par value per common stock: $0.0001 per share.
Traditionally the company has not paid any dividends and there are no preemptive rights associated with the common stock. Each share is entitled to one vote. There are no provisions in the charter and or bylaws that would delay, defer and or prevent change in control of issuer.

Preferred Stock:

Authorized	20,000,000 share
Outstanding	20,000,000 share

Par value per preferred stock: $0.001 per share.
The holder of the Series A Preferred Stock shall have ten thousand (10,000) votes for every one vote of common stock. The shares of Series A Preferred Stock shall be convertible on a one for one hundred (100) basis with the common shares of the Company at any time after the date of issuance of such shares at the office of this Company into such number of fully paid and non-assessable shares of common stock of the Company.

CUSIP number: 00084L102*

In August 2015, as per the approval of the Shareholder and upon the resolution adopted by the Board, the Company filed an amendment, which was duly adopted under the Title 30, Idaho Code and by the Articles of Incorporation, whereby the name of the Company was changed from ABT Mining Co. Inc. to ABT Holdings, Inc. The Company submitted Issuer Company Related Action Notification Form ("**Corporate Actions – Name Change Amendment**") to Financial Industry Regulatory Authority (FINRA) for approval. The Company changed its CUSIP from 00084J 107 to 00084L102. The Corporate Actions were approved and became effective as of September 1, 2015. The Board determined that it is in the best interest of the Corporation and its stockholders to change the name to reflect its current business model and in line with its future growth and expansion plan.

In April 2015, the Company's Board has determined that it is in the best interest of the Corporation and its stockholders to change the name from Abot Mining Co. to ABT Mining Co. Inc. on OTC Markets/OTC Pink Marketplace ("**Name Change**") and to effectuate a 2,300 for 1 reverse stock split ("**Reverse Stock Split**") with respect to the common stock of the Corporation, with all the fractional shares rounded to the nearest whole. The Company submitted Issuer Company Related Action Notification Form ("**Corporate Actions**") to Financial Industry Regulatory Authority (FINRA) for approval. As a result, the Company changed its CUSIP from 003734 100 to 00084J 107. The Corporate Actions were approved and became effective as of May 19, 2015.

Transfer Agent
Columbia Stock Transfer Company
1869 E Seltice Way #292
Post Falls ID 83854
Phone: 208-664-3544
www.columbiastock.com
Is the Transfer Agent registered under the Exchange Act? Yes: [X] No: [ ]

List any restrictions on the transfer of security:
None.

Describe any trading suspension orders issued by the SEC in the past 12 months.
None.

4) Issuance History

Common Stock (pre-reverse split)

At December 31, 2010 the Company had issued 6,837,078 of stock as founders shares upon formation valued at par. The Company has authorized 995,000,000 million shares at a par value of $0.0001.

In May of 2011 the Company issued 185,000,000 shares for cash of $18,500. In June of 2012 the shares were redeemed.

In May of 2011 the Company issued 150,000,000 shares of stock for debt reduction of $150,000.

In September 2011 the Company issued 650,000,000 shares of stock for cash of $65,000. The Cash has yet to be received and is reflected on the Balance Sheet as Common Stock Subscribed.

In December of 2011 the Company entered into an agreement to issued 20,000,000 shares for an investment described in note 4. These shares have yet to be issued and are shown in the equity section of the balance sheet as Common Stock to be issued for $1,000,000 the amount derived by the shares to be issued times the market price at December 6, 2011.

In December 2011 the officer of the company contributed services of $150,000.

On September 10, 2012 the Company transferred 650,000,000 shares to its officer from a party who was to contribute $65,000. The Company recognized the transfer as stock for services to its officer of $1,170,000, which represented the market price of the stock at the date of transfer. The $65,000 owed on subscribed stock was negated.

In the quarter ended September 30, 2012 the company revised an employment agreement which resulted in a forgiveness of debt from a shareholder of $30,300 and this amount has been recognized as paid in capital.

On April 22, 2013, the amount of authorized capital common stock of the Company was increased to One billion and two hundred million shares (1,200,000,000) and the par value shall remain the same at $0.0001. The amendment to the articles of incorporation have been consented to and approved by a majority (67.19%) of the shareholder(s) holding at least a majority of the class (common) of stock and entitled to vote thereon.

Under Rule 504 of Regulation D of the Securities Act of 1933, as amended ("Rule 504"):
In June 2012 the Company issued 7,500,000 shares for an investment of $25,000.

During the quarter ended September 30, 2012 the Company issued 82,500,000 shares for cash of $87,500.

In November 2012 the Company issued 27,500,000 shares for cash of $20,000.
In January of 2013 the Company received $20,000 in an investment for stock issued of 23,000,000 shares.

In March of 2013 the Company received $16,000 in an investment for stock issued of 20,000,000 shares.

In April 2013 the Company issued 25,000,000 shares at $0.0006 for cash proceeds of $16,000. The Company received the cash from this transaction in August, 2013.

In May 2013 the Company issued 18,000,000 shares at $0.0006 for cash proceeds of $10,000.

In November 2013 the Company issued 35,000,000 shares at $0.0003 for cash proceeds of $10,000.

In January 2014 the Company issued 23,000,000 shares at $0.0004 for cash proceeds of $10,000.

Date	Purchaser Name	Nature of Offering	Jurisdiction of Offering	No. of shares offered	No. of shares sold	Price of shares offered/sold	Trading status of the shares
		(A)	(B)	(C)	(D)	(E)	(F)
5/31/2012	EMSEG & CO.	Rule 504	Delaware	7,500,000	7,500,000	0.0033/0.0033	Free Trading
7/7/2012	EMSEG & CO.	Rule 504	Delaware	14,500,000	14,500,000	0.0012/0.0012	Free Trading
7/23/2012	EMSEG & CO.	Rule 504	Delaware	21,500,000	21,500,000	0.0012/0.0012	Free Trading
8/28/2012	EMSEG & CO.	Rule 504	Delaware	20,000,000	20,000,000	0.0013/0.0013	Free Trading
9/21/2012	FAIRHILLS CAPITAL OFFSHORE	Rule 504	Delaware	26,500,000	26,500,000	0.0008/0.0008	Free Trading
10/4/2012	FAIRHILLS CAPITAL OFFSHORE	Rule 504	Delaware	27,500,000	27,500,000	0.0007/0.0007	Free Trading
1/7/2013	ARDBEG, LLC	Rule 504	Delaware	23,000,000	23,000,000	0.0009/0.0009	Free Trading
3/7/2013	ARDBEG, LLC	Rule 504	Delaware	20,000,000	20,000,000	0.0008/0.0008	Free Trading
4/22/2013	ARDBEG, LLC	Rule 504	Delaware	25,000,000	25,000,000	0.0006/0.0006	Free Trading
5/14/2013	DEER VALLEY MANAGEMENT	Rule 504	Delaware	18,000,000	18,000,000	0.0006/0.0006	Free Trading
11/4/2013	DEER VALLEY MANAGEMENT	Rule 504	Delaware	35,000,000	35,000,000	0.0004/0.0004	Free Trading
1/7/2014	DEER VALLEY MANAGEMENT	Rule 504	Delaware	23,000,000	23,000,000	0.0004/0.0004	Free Trading
			Total	**261,500,000**	**261,500,000**	**$0.0008**	

ABT Mining Co. (the "Company") issued Officer's Certificate to Transfer Agent, Attorney, and Investor where the Company stated that it is offering shares of its common stock to the Investor pursuant to an exemption from registration provided under Rule 504 of Regulation D of the Securities Act of 1933, as amended ("Rule 504").

In April 2015, the Company's Board has determined that it is in the best interest of the Corporation and its stockholders to change the name from Abot Mining Co. to ABT Mining Co. Inc. on OTC Markets/OTC Pink Marketplace ("**Name Change**") and to effectuate a 2,300 for 1 reverse stock split ("**Reverse Stock Split**") with respect to the common stock of the Corporation, with all the fractional shares rounded to the nearest whole.

Common Stock (post-reverse split, effective May 19, 2015)
In May 2015, the Company issued 150,000,000 Common Shares and a Convertible Promissory Note in an amount of $500,000 to Shahan Ohanessian (the "Seller") pursuant to the Asset Purchase Agreement; whereby the Company acquired all powers and privileges of the AutoClaim Domain including but not limited to make, have made, use, or sell under patent law; to copy, adapt, distribute, display, and perform under copyright law; and to use and disclose under trade secret law, also known as Distribution Rights embodied in or comprising the AutoClaim Domain. Further, the Company also acquired the business model, all United States and foreign patents and patents application, all trade secrets, know-how, confidential or proprietary information, all trademarks, service marks and trade names, all market research and information, contact lists, marketing materials, business plans, notes, documents and other intellectual property rights and legal protections in every and all countries and jurisdictions owned or claimed by Seller, also known as Proprietary and Intellectual Property Rights.

In May, 2015, the Company issued 2,000,000 shares to a certain noteholder against the Convertible Promissory Note for $150,000.

In June, 2015, the Company issued 1,250,000 shares to a certain noteholder against the Convertible Promissory Note for $65,000.

In July, 2015, the Company issued 550,000 shares to a certain noteholder against the Convertible Promissory Note for $150,000.

In August, 2015, the Company issued 300,000 shares to a certain noteholder against the Convertible Promissory Note for $150,000.

In August, 2015, the Company issued 20,000 shares to a certain noteholder as a settlement amount against the Convertible Promissory Note for $175,000. These shares are yet to be issued.

In August, 2015, the Company issued 15,000 shares to a certain noteholder as a settlement amount against the Convertible Promissory Note for $95,000. These shares are yet to be issued.

In August, 2015, the Company issued 15,000 shares to a certain noteholder as a settlement amount against the Convertible Promissory Note for $50,000. These shares are yet to be issued.

In August of 2015, the Company entered into an agreement to purchase 76% equity (the "Purchased Share") of Scoobeez, a California Corporation and its related businesses for cash and stock. Scoobeez is an "On Demand" door-to-door logistics and delivery service company that primarily utilizes scooters and motorcycles along with cars to facilitate "Same Day" deliveries. The Company agreed to issue common stock for Scoobeez Investment as described in Note 2 (J) and Note 4. These shares have yet to be issued and are shown in the equity section of the balance sheet as Common Stock to be issued for $1,200,000, which is equal to the amount derived by the shares to be issued times the market price at August 27, 2015. The cash component of Scoobeez Investment is $96,000 and $36,000 has been paid to the Sellers as of September, 2015. The total fair value at the date of acquisition is recorded as $1,296,000.

Preferred Stock

The Board of Directors of the Company and by the majority shareholders' written consent on March 03, 2015, pursuant to the authority vested in the Board of Directors by the Certificate of Incorporation of the Company created and authorized 20,000,000 shares of Preferred Stock of the Company, par value $.001 (the "Series A Preferred Stock"). The stated value of the Series A Preferred Stock shall be par value, $.001. The holder of the Series A Preferred Stock shall have ten thousand (10,000) votes for every one vote of common stock. The shares of Series A Preferred Stock shall be convertible on a one for one hundred (100) basis with the common shares of the Company at any time after the date of issuance of such shares at the office of this Company into such number of fully paid and non-assessable shares of common stock of the Company.

In March, 2016, the Company issued 1,600,000 shares of Series A Preferred Stock with a 1 for 100 conversion and a 1 for 10,000 voting right representing 100% of the issued and outstanding Series A Preferred Stock to Imran Firoz for services rendered. Subsequent to the issuance of additional Preferred Stock to Shahan Ohanessian ("Seller") in May, 2015, as described below, 1,600,000 shares of Series A Preferred Stock, currently represents only 8% of the issued and outstanding.

In May 2015, the Company issued 18,400,000 shares of Series A Preferred Stock with a 1 for 100 conversion and a 1 for 10,000 voting right representing 92% of the issued and outstanding Series A Preferred Stock to Shahan Ohanessian (the "Seller") pursuant to the Asset Purchase Agreement; whereby the Company acquired under the terms specified in the Asset Purchase Agreement, the right, title, interest, and benefit of proprietary technology known as "AutoClaim App" from the "Seller", also known as Technology Rights. The Company also acquired all powers and privileges of the AutoClaim App including but not limited to make, have made, use, or sell under patent law; to copy, adapt, distribute, display, and perform under copyright law; and to use and disclose under trade secret law, also known as Distribution Rights embodied in or comprising the AutoClaim App. Further the Company acquired the business model, all United States and foreign patents and patents application, all trade secrets, know-how, confidential or proprietary information, all trademarks, service marks and trade names, all market research and information, contact lists, marketing materials, business plans, notes, documents and other intellectual property rights and legal protections in every and all countries and jurisdictions owned or claimed by Seller, also known as Proprietary and Intellectual Property Rights.

5) Financial Statements

QUARTERLY REPORT

For the Quarterly Period Ended September 30, 2015



ABT HOLDINGS, INC.

Idaho	**225 S Lake Avenue, Suite 300, Pasadena, California**	**91101**
(State or other jurisdiction of incorporation)	(Address of principal executive offices)	(Zip Code)
+1 818.302.0100	**ir@abtholdings.com**	**abtholdings.com**
(Phone)	(Email)	(Website)

FORWARD-LOOKING STATEMENTS

This Quarterly Report contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact are “forward-looking statements” for purposes of federal and state securities laws, including, but not limited to, any projections of earnings, revenue or other financial items; any statements of the plans, strategies and objectives of management for future operations; any statements concerning proposed new products or developments; any statements regarding future economic conditions or performance; any statements of belief; and any statements of assumptions underlying any of the foregoing. Although we believe that the expectations reflected in any of our forward-looking statements are reasonable, actual results could differ materially from those projected or assumed in any of our forward-looking statements. Our future financial condition and results of operations, as well as any forward-looking statements, are subject to change and inherent risks and uncertainties.

Forward-looking statements may include the words “may,” “could,” “will,” “estimate,” “intend,” “continue,” “believe,” “expect,” “desire,” “goal,” “should,” “objective,” “seek,” “plan,” “strive” or “anticipate,” as well as variations of such words or similar expressions, or the negatives of these words. These forward-looking statements present our estimates and assumptions only as of the date of this report. Except for our ongoing obligation to disclose material information as required by the securities laws, we do not intend, and undertake no obligation, to update any forward-looking statement. We caution readers not to place undue reliance on any such forward-looking statements. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual outcomes will likely vary materially from those indicated.

ABT HOLDINGS, INC.
CONSOLIDATED BALANCE SHEETS
(Unaudited)

	September 30, 2015	December 31, 2014
ASSETS		
Current assets		
Cash and cash equivalents	$ 117,620	$ -
Accounts receivable	444,792	-
Prepaid expense	41,500	-
Total current assets	603,912	-
Property and equipment, net	12,483	-
Deposits	20,000	-
Investment in Scoobeez	1,294,400	-
Software technology	1,275,000	-
Total assets	$ 3,205,795	$ -
LIABILITIES & STOCKHOLDERS' / MEMBER'S DEFICIT		
Current liabilities		
Accounts payable and accrued liabilities	$ 188,699	$ 271,770
Notes payable	24,115	24,115
Unearned revenue	137,000	-
Advances, related party	120,000	8,000
Total current liabilities	469,814	303,885
Notes payable - related party	31,000	-
Convertible notes payable - non-current	2,002,908	391,810
Total liabilities	2,503,722	695,695
Stockholders' deficit		
Preferred stock, $0.001 par value: 20,000,000 shares authorized		
20,000,000 shares issued and outstanding at Sep 30, 2015 and -0- at Dec 31, 2014	20,000	-
Common stock, $0.0001 par value: 1,200,000,000 shares authorized 154,576,234		
and 1,075,337,072 shares issued and outstanding at Sep 30, 2015 and Dec 31, 2014	122,944	107,534
Additional paid-in capital	11,828,516	7,549,167
Stock receivable	-	-
Stock payableable	1,000,000	1,000,000
Accumulated deficit	(12,269,387)	(9,352,396)
Total stockholders' deficit	702,073	(695,695)
Total liabilities and stockholders' deficit	$ 3,205,795	$ -

The accompanying notes are an integral part of these financial statements.

ABT HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Undaudited)

	For the three months ended September 30, 2015	For the three months ended September 30, 2014	For the nine months ended September 30, 2015	For the nine months ended September 30, 2014
Revenue	**$ 826,537**	**$ -**	**$ 826,537**	**$ -**
Cost of revenue				
Dispatchers	6,850	-	6,850	
Freight & Delivery	174,619	-	174,619	
Cost of revenue other	20,059	-	20,059	
Total cost of revenue	201,528	-	201,528	-
Gross profit	**625,009**	**-**	**625,009**	**-**
Operating expenses				
General and administrative expenses	130,651	739	151,426	15,108
Officers compensations-contract	166,500	30,000	264,900	90,000
Officers compensations-stock based	-	-	-	-
Consulting expense	13,528	-	13,528	-
Financing cost	624,905	-	3,090,155	-
Total operating expenses	935,584	30,739	3,520,009	105,108
Loss from operations	**(310,575)**	**(30,739)**	**(2,895,000)**	**(105,108)**
Other income (expenses)				
Other income	-	15	-	15
Interest expense	(4,149)	(4,600)	(21,991)	(4,600)
Loss from impairment of asset	-	-	-	-
Total other expenses	(4,149)	(4,585)	(21,991)	(4,585)
Net loss	**$ (314,724)**	**$ (35,324)**	**$ (2,916,991)**	**$ (109,693)**
Loss per common share- basic	$ (0.00)	$ (0.00)	$ (0.00)	$ (0.00)

The accompanying notes are an integral part of these financial statements.

ABT HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	For the nine months ended September 30, 2015	For the nine months ended September 30, 2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (2,916,991)	$ (105,093)
Adjustments to reconcile net loss to net cash		
used in operating activities		
Shares isssued for investments	3,223,968	
Stock based compensation	76,500	
Depreciation	1,273	-
Financing cost	227,550	-
Changes in operating assets and liabilities		
Increase in accounts receivable	(444,792)	-
Increase in prepaid expense	(41,500)	-
Increase Accounts payable and accrued liabilities	(83,071)	93,850
Increase (decrease) in deferred revenue	137,000	-
Total cash flow used in operating activities	179,937	(11,243)
CASH FLOW FROM INVESTING ACTIVITIES		
Deposits	(20,000)	
Purchase of property and equipment	(48,156)	-
Total cash flow used in investing activities	(48,156)	-
CASH FLOW FROM FINANCING ACTIVITIES		
Proceeds from common stock issuance	-	3,000
Loan issuance	(148,522)	
Advances from related party	112,000	8,174
Proceeds from loans	31,000	-
Contributed capital	11,361	-
Total cash flow provided by financing activities	5,839	11,174
NET CHANGE IN CASH	137,620	(69)
CASH AT BEGINNING OF PERIOD	-	98
CASH AT END OF PERIOD	$ 137,620	$ 29
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Cash paid for interest	$ -	$ -
Cash paid for income tax	$ -	$ -

The accompanying notes are an integral part of these financial statements.

ABT HOLDINGS, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIT

	Preferred Stock		Common Stock		Additional Paid-in	Common Stock	Common Stock	Accumulated	
	Shares	Amount	Shares	Amount	Capital	Receivable	Payable	Deficit	Total
Balance, December 31, 2013 (Unaudited)	**-**	**$ -**	**1,065,337,072**	**$ 104,534**	**$ 7,540,373**	**-**	**1,000,000**	**$ (8,823,048)**	**$ (178,141)**
Common shares issued for cash	-	-	30,000,000	3,000	7,000	-	-	-	10,000
Contributed capital	-	-	-	-	1,794	-	-	-	1,794
Net loss	-	-	-	-	-	-	-	(529,348)	(529,348)
Balance, December 31, 2014 (Unaudited)	**-**	**$ -**	**1,095,337,072**	**$ 107,534**	**$ 7,549,167**	**-**	**1,000,000**	**$ (9,352,396)**	**$ (695,695)**
Reverse Stock Split 2,300 to 1			(1,094,860,838)						
Common shares issued for asset (domain)	-	-	150,000,000	15,000	60,000	-	-	-	75,000
Convertible notes payable converted to common stock	-	-	4,100,000	410	2,882,195	-	-	-	2,882,605
Preferred Series A shares issued for asset	18,400,000	18,400	-	-	681,600	-	-	-	700,000
Preferred Series A shares issued for services	1,600,000	1,600	-	-	74,900	-	-	-	76,500
Forgiveness of debt,	-	-	-	-	341,743	-	-	-	341,743
Contributed capital	-	-	-	-	11,361	-	-	-	11,361
Financing cost	-	-	-	-	227,550	-	-	-	227,550
Net loss	-	-	-	-	-	-	-	(2,916,991)	(2,916,991)
Balance, September 30, 2015 (Unaudited)	**20,000,000**	**$ 20,000**	**154,576,234**	**$ 122,944**	**$ 11,828,516**	**-**	**1,000,000**	**$ (12,269,387)**	**$ 702,073**

The accompanying notes are an integral part of these financial statements.

ABT HOLDINGS, INC.
NOTES TO UNAUDITED FINANCIAL STATEMENTS
FOR THE PERIOD ENDED
JUNE 30, 2015

NOTE 1. NATURE OF OPERATIONS AND CONTINUANCE OF BUSINESS

ABT Holdings, Inc. previously known as ABT Mining Co. (the "Company") was incorporated under the laws of the state of Idaho in 1957 under the original name of Abot Mining Company. The Company's legal name was changed to ABT Mining Co. Inc. with the State of Idaho on March 1, 2007. Pursuant to Section 53-504 of Idaho Code, the Company filed a certificate of Assumed Business Name also known as 'Doing Business As' ABT Holdings. Effective June 15, 2015, the Company is also conducting its business as ABT Holdings. Effective August 14, 2015, the Company's legal name is now ABT Holdings, Inc., which was amended with the State of Idaho on August 14, 2015 pursuant to Section 53-504 of Idaho Code and by the Articles of Incorporation.

The Company intends to operate its overall business as a diversified holding company, which is engaged in investing, acquiring, developing, and growing various businesses that will generate attractive returns, and provide significant free cash flow to the Company in order to maximize value of its shareholders. Consequently, in the period ended June 30, 2015, the Company decided to take a more diversified approach to its current and future operations, which include but not limited to acquisitions of advanced technology applications and systems that will improve value and productivity of businesses in critical areas, instantly improve life of end-users on a daily basis, and impact local and global commerce as it is rolled out in the domestic and international markets.

Company's target portfolio companies are designed to be market leaders in their respective sectors by providing critical products and services that enable them to re-imagine their current revenue model, improve customer service, and streamline decision making process. As a result, in May, 2015, the Company expanded its asset and business portfolio with the **hundred percent acquisition of mobile app asset, known as the AutoClaim App and Autoclaim.com domain name**. AutoClaim Mobile App provides series of benefits to auto insurance claim industry at an operational and strategic level including but not limited to improving customer service, streamlining data management for effective decision making on claims, improving capital efficiency by correctly managing claims portfolio and many other benefits.

In August 2015, the Company entered mobile app driven hyper efficient logistics industry through the **acquisition of Scoobeez, Inc., a California Corporation**, an "On Demand" door-to-door logistics and delivery service company that primarily utilizes scooters and motorcycles along with cars to facilitate "Same Day" deliveries.

In September, 2015, the Company decided not to engage in the exploration, discovery and production of precious and semi-precious metals and metal properties. The Company rescinded its option agreement on its Aztlan 8 B mining claim in Nayarit, Mexico. The Company is no longer involved in any mining activities at this point.

These financial statements have been prepared on a going concern basis, which implies the Company will continue to realize its assets and discharge its liabilities in the normal course of business. The Company generated consolidated revenue of $826,537 for period ended September 30, 2015, mainly from its messenger, courier and delivery business. The Company had not has not generated any revenue in 2014 and has not paid any dividends in 2014 and for period ended June 30, 2015.

At present, the continuation of the Company as a going concern is dependent upon the cash flow from Scoobeez and continued financial support from its shareholders, management and other investors, and the ability of the Company to obtain any necessary financing to continue operations, and the attainment of profitable operations.

As reflected in the accompanying financial statements, the Company had an accumulated deficit of $12,269,387 at September 30, 2015 and had a net loss of $35,324 and $314,724 for the three months and nine months period ended September 30, 2015 respectively.

These financial statements do not include any adjustments to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A) Principles of consolidation

The consolidated financial statements include the accounts of the Company. The Company does not have any subsidiary. All intercompany accounts and transactions have been eliminated in consolidation.

Non-controlling interests

Non-controlling interests represent the equity in a subsidiary not attributable directly or indirectly to the Company, and in represented in the consolidated balance sheets as a component of stockholders' equity. Non-controlling interests in the results of operations of the Company are presented in the face of the consolidated statement of operations as an allocation of the total profit or loss between non-controlling interests and the shareholders of the Company.

B) Basis of Presentation

These financial statements and related notes are presented in accordance with accounting principles generally accepted in the United States, and are expressed in US dollars. The Company's fiscal year-end is December 31.

C) Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company regularly evaluates estimates and assumptions related to the recoverability of long-lived assets and deferred income tax asset valuation allowances. The Company bases its estimates and assumptions on current facts, historical experience and various other factors that it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities and the accrual of costs and expenses that are not readily apparent from other sources. The actual results experienced by the Company may differ materially and adversely from the Company's estimates. To the extent there are material differences between the estimates and the actual results, future results of operations will be affected.

D) Cash and Cash Equivalents

The Company considers all highly liquid instruments with an original maturity of three months or less at the time of issuance to be cash equivalents.

E) Foreign Currency Translation

The Company's functional and reporting currency is the United States dollar. Occasional transactions may occur in Mexican Pesos and management has adopted ASC 830 Foreign Currency Matters.

1) Monetary assets and liabilities denominated in foreign currencies are translated using the exchange rate prevailing at the balance sheet date.
2) Non-monetary assets and liabilities denominated in foreign currencies are translated at rates of exchange in effect at the date of the transaction.
3) Average monthly rates are used to translate revenues and expenses. Gains and losses arising on translation or settlement of foreign currency denominated transactions or balances are included in the determination of income.
4) The Company has not, to the date of these financial statements, entered into derivative instruments to offset the impact of foreign currency fluctuations.

F) Fair Value of Financial Instruments

Financial instruments recorded on the balance sheet include cash and cash equivalents; trade accounts receivable, marketable securities, notes and accounts payable, and debt. Pursuant to ASC 820, Fair Value Measurements and Disclosures and ASC 825, Financial Instruments the fair value of cash equivalents is determined based on "Level 1" inputs, which consist of quoted prices in active markets for identical assets.

The Company believes that the recorded values of all other financial instruments approximate their current fair values because of their nature and relatively short maturity dates or durations.

G) Basic and Diluted Net Loss Per Share

The Company computes net loss per share in accordance with ASC 260, Earnings Per Share which requires presentation of both basic and diluted earnings per share ("EPS") on the face of the income statement. Basic EPS is computed by dividing net loss available to common shareholders (numerator) by the weighted average number of shares outstanding (denominator) during the period.

Diluted EPS gives effect to all dilutive potential common shares outstanding during the period using the treasury stock method and convertible preferred stock using the if-converted method. In computing diluted EPS, the average stock price for the period is used in determining the number of shares assumed to be purchased from the exercise of stock options or warrants. Diluted EPS excludes all dilutive potential shares if their effect is anti-dilutive.

H) Mineral Property Costs

Prior to September, 2015, the Company was an exploration stage company with main focus in Nayarit, Mexico from December 11, 2011 and has not yet realized any revenues from its planned operations. It primarily engaged in the acquisition, exploration and development of mineral properties. Mineral properties includes the cost of advance minimum royalty payments, the cost of capitalized mineral property leases, and the cost of property acquired either by cash payment, the issuance of term debt or common shares. Expenditures for exploration on specific properties with no proven reserves are written off as incurred.

Mineral property costs will be amortized against future revenues or charged to operations at the time the related property is determined to have impairment in value. Capitalized acquisition costs are expensed in the period in which it is determined that the mineral property has no future economic value. Capitalized amounts may also be written down if future cash flows, including potential sales proceeds related to the property, are estimated to be less than the carrying value of the property.

The Company reviews the carrying value of mineral property interests periodically, and whenever events or changes in circumstances indicate that the carrying value may not be recoverable, reductions in the carrying value of each property would be recorded to the extent the carrying value of the investment exceeds the property's estimated fair value. In the event that a mineral property is acquired through the issuance of the Company's shares, the mineral property will be recorded at the fair value of the respective property or the fair value of the common shares, whichever is more readily determinable.

When mineral properties are acquired under option agreements with future acquisition payments to be made at the sole discretion of the Company, those future payments, whether in cash or shares, are recorded only when the Company has made or is obliged to make the payment or issue the shares. When it has been determined that a mineral property can be economically developed as a result of establishing proven and probable reserves and bankable feasibility, the costs incurred to develop such property are capitalized.

In September, 2015, the Company rescinded its Option Agreement with Rising Star Mining for exploration and development of Aztlan 8B Project in Nayarit, Mexico. The Company wrote-off the investment and reduced corresponding accounts payable due as per the Option Agreement (see Note 4 and Note 7).

I) Software Technology Assets

In May 2015, the Company issued 150,000,000 Common Shares and a Convertible Promissory Note in an amount of $500,000 to Shahan Ohanessian (the "Seller") pursuant to the Asset Purchase Agreement; whereby the Company acquired all powers and privileges of the AutoClaim Domain including but not limited to make, have made, use, or sell under patent law; to copy, adapt, distribute, display, and perform under copyright law; and to use and disclose under trade secret law, also known as Distribution Rights embodied in or comprising the AutoClaim Domain.

In May 2015, the Company issued 18,400,000 shares of Series A Preferred Stock with a 1 for 100 conversion and a 1 for 10,000 voting right representing 92% of the issued and outstanding Series A Preferred Stock to Shahan Ohanessian (the “Seller”) pursuant to the Asset Purchase Agreement; whereby the Company acquired under the terms specified in the Asset Purchase Agreement, the right, title, interest, and benefit of proprietary technology known as “AutoClaim App” from the “Seller”, also known as Technology Rights.

Purchase Price Allocation:

AutoClaim Domain Name

Purchase Price		Amount (Book Value)
Common Stock [1]	150,000,000	$75,000
Total Fair Value at Acquisition Date [2]		$75,000

AutoClaim App

Purchase Price		Amount (Book Value)
Preferred Stock	18,400,000	$1,200,000
Total Fair Value at Acquisition Date [2]		$1,200,000

[1] The Company has capitalized the development cost of purchased software technology as the criteria specified for the technological feasibility of AutoClaim App and AutoClaim Domain Name as a whole has been established at the time Software Technology was purchased, which was on May 27, 2015 (“Acquisition Date”).

[2] The amounts included in the AutoClaim Domain Name and AutoClaim App Purchase Price Allocation table represent the preliminary allocation of the purchase price and are subject to revision during the measurement period, a period not to exceed 12 months from the Acquisition Date.

Any future changes to the amounts recorded as assets and liabilities will result in a corresponding adjustment to goodwill. The Software Technology Asset will be amortized using the straight-line method over the shorter of the estimated useful life of the asset. The amortization period shall begin once the utility of the software starts, which will be the official launch of the software for download and use by the end-users. At the end of every year, the Company will evaluate for any impairment of Software Technology Asset and will analyze the Asset Purchase Agreement(s) and relationship between the Seller and the Company to record any derivative financial instrument which will be recognized as either assets or liabilities at fair value in the consolidated statements of financial condition.

J) Investment in Scoobeez

In August of 2015, the Company entered into an agreement to purchase 76% equity (the "Purchased Shares") of Scoobeez, a California Corporation and its related businesses for cash and stock. Scoobeez is an “On Demand” door-to-door logistics and delivery service company that primarily utilizes scooters and motorcycles along with cars to facilitate “Same Day” deliveries. The Company agreed to issue common stock for Scoobeez Investment as described in Note 2. These shares have yet to be issued and are shown in the equity section of the balance sheet as Common Stock to be issued for $1,200,000, the amount derived by the shares to be issued times the market price at August 27, 2015. The cash component of Scoobeez Investment is $96,000 and $36,000 has been paid to the Sellers as of September, 2015. The total fair value at the date of acquisition is recorded as $1,296,000.

K) Long-lived Assets

In accordance with ASC 360, Property Plant and Equipment the Company tests long-lived assets or asset groups for recoverability when events or changes in circumstances indicate that their carrying amount may not be recoverable. Circumstances which could trigger a review include, but are not limited to: significant decreases in the market price of the asset; significant adverse changes in the business climate or legal factors; accumulation of costs significantly in excess of the amount originally expected for the acquisition or construction of the asset; current period cash flow or operating losses combined with a history of losses or a forecast of continuing losses associated with the use of the asset; and current expectation that the asset will more likely than not be sold or disposed significantly before the end of its estimated useful life. Recoverability is assessed based on the carrying amount of the asset and its fair value which is generally determined based on the sum of the undiscounted cash

flows expected to result from the use and the eventual disposal of the asset, as well as specific appraisal in certain instances. An impairment loss is recognized when the carrying amount is not recoverable and exceeds fair value.

Property and equipment is stated at cost and depreciated using the straight-line method over the shorter of the estimated useful life of the asset or the lease term. The estimated useful lives of our property and equipment are generally as follows: computer software developed or acquired for internal use, three years; computer equipment, two to three years; buildings and improvements, five to 15 years; leasehold improvements, two to 10 years; and furniture and equipment, one to five years. Land is not depreciated.

L) Asset Retirement Obligations

The Company follows the provisions of ASC 410 Asset Retirement and Environmental Obligations, which establishes standards for the initial measurement and subsequent accounting for obligations associated with the sale, abandonment or other disposal of long-lived tangible assets arising from the acquisition, construction or development and for normal operations of such assets. As at December 31, 2013, 2012 and 2011, the Company has not recognized any asset retirement obligations.

M) Income Taxes

Potential benefits of income tax losses are not recognized in the accounts until realization is more likely than not. The Company has adopted ASC 740, Income Taxes as of its inception. Pursuant to ASC 740 the Company is required to compute tax asset benefits for net operating losses carried forward. The potential benefits of net operating losses have not been recognized in these financial statements because the Company cannot be assured it is more likely than not it will utilize the net operating losses carried forward in future years.

N) Stock-based Compensation

In accordance with ASC 718, Compensation – Stock Compensation, the Company accounts for share-based payments using the fair value method. The Company has not issued any stock options since its inception. Common shares issued to third parties for non-cash consideration are valued based on the fair market value of the services provided or the fair market value of the Common Stock on the measurement date, whichever is more readily determinable.

O) Comprehensive Income

ASC 220, Comprehensive Income establishes standards for the reporting and display of comprehensive loss and its components in the financial statements. As at December 31, 2013 and 2012, the Company has no items that represent a comprehensive loss and, therefore, has not included a schedule of comprehensive loss in the financial statements.

P) Recent accounting pronouncements

In June 2011, the FASB issued guidance on presentation of comprehensive income. The new guidance eliminates the current option to report other comprehensive income and its components in the statement of changes in equity. Instead, an entity will be required to present either a continuous statement of net income and other comprehensive income or in two separate but consecutive statements. The new guidance was effective for us beginning July 1, 2012 and had presentation changes only.

In May 2011, the FASB issued guidance to amend the accounting and disclosure requirements on fair value measurements. The new guidance limits the highest-and-best-use measure to nonfinancial assets, permits certain financial assets and liabilities with offsetting positions in market or counterparty credit risks to be measured at a net basis, and provides guidance on the applicability of premiums and discounts. Additionally, the new guidance expands the disclosures on Level 3 inputs by requiring quantitative disclosure of the unobservable inputs and assumptions, as well as description of the valuation processes and the sensitivity of the fair value to changes in unobservable inputs. The new guidance was effective for us beginning January 1, 2012. Other than requiring additional disclosures, there were no material impacts on our financial statements.

In January 2010, the FASB issued guidance to amend the disclosure requirements related to fair value measurements. The guidance requires the disclosure of roll forward activities on purchases, sales, issuance, and settlements of the assets and liabilities measured using significant unobservable inputs (Level 3 fair value

measurements). The guidance was effective for us as of January 1, 2012. The adoption of this new guidance did not have a material impact on our financial statements.

NOTE 3. RELATED PARTY TRANSACTIONS

All related party transactions are recorded at the exchange amount which is the value established and agreed to by the related party.

The Company has the following related party transactions as of September 30, 2015:

At December 31, 2012 the Company is obligated under amounts advance termed Long Term Debt for 24,115 including imputed interest at 6% to certain shareholders.

Included in Accounts Payable and Accrued Expenses is an amount owed to its officer of $188,699 for officer salary as of September 30, 2015.

In September 2012 a shareholder transferred his shares of 650,000,000 to the officer of the company.

During the fiscal year of 2011 the officer of the Company contributed services deemed to be $150,000 for consultation, rent and other professional and management services. The Company recognized this expense when they incurred in the statement of operations with a corresponding credit to capital.

At February 27, 2014 the Company is obligated under amounts advance termed as non-interest bearing Long Term Debt for $5,000 due to Imran Firoz. Terms indicate repayment is due on February 26, 2015. The Company paid the outstanding amount owed to Imran Firoz in September, 2015.

At May 16, 2014 the Company is obligated under amounts advance termed as non-interest bearing Long Term Debt for $3,000 due to Imran Firoz. Terms indicate repayment is due on May 15, 2015. The Company paid the outstanding amount owed to Imran Firoz in September, 2015.

At January 1, 2015 the Company has re-assigned Imran Firoz's accrued salary from Accounts Payable and Accrued Expenses due as of December 31, 2013 to a non-interest bearing Long Term Debt for $150,000 ("Firoz's Note"). In June, 2015, the Company issued 2,000,000 shares to assignee of "Firoz Note" against the Convertible Promissory Note for $150,000, which was due as of December 31, 2013. In July, 2015, the Company issued 550,000 shares to assignee of "Firoz Note". In August, 2015, the Company issued 300,000 shares assignee of "Firoz Note".

At January 1, 2015 the Company has re-assigned Imran Firoz's accrued salary from Accounts Payable and Accrued Expenses incurred in the fiscal year ending December 31, 2014 to a non-interest bearing Long Term Debt for $115,850.

In May 2015, the Company issued 150,000,000 Common Shares and a Convertible Promissory Note in an amount of $500,000 to Shahan Ohanessian (the "Seller") pursuant to the Asset Purchase Agreement; whereby the Company acquired all powers and privileges of the AutoClaim Domain including but not limited to make, have made, use, or sell under patent law; to copy, adapt, distribute, display, and perform under copyright law; and to use and disclose under trade secret law, also known as Distribution Rights embodied in or comprising the AutoClaim Domain. In September, 2015, the Company paid $100,000 to the Seller against the original note of $500,000. As a result, the current outstanding amount owed to the Seller is $400,000 at September 30, 2015.

3a. Office space used by the Company

Beginning June, 2015, the Company has been renting a suite at 225 S Lake Ave, Suite 300, Pasadena, CA 91101 ("Pasadena Office"). Scoobeez operates its business from 640 Irving Avenue, Glendale, CA 91201 ("Glendale Office") with monthly rent of $2,199. The management determined that such cost is nominal and has included the rent expense under General and Administrative expense in its financial statements. The Company intends to move and consolidate its Southern California offices in Montrose, California (Montrose Office) by first quarter of 2016. The Company has signed a lease to buy agreement, and has received an advanced payment of $120,000 from the landowner for leasehold improvements. This has been recorded as Advances, related party under current

liabilities and will be transferred as leasehold improvements when renovation and rebuilding of the Montrose Office is completed.

3b. Employment Agreements
In April 2012 the Company entered into two employment agreements. The first was between its President and the Company in which the Company is obligated to pay its President a salary of $10,000 per month with increases each succeeding year should the agreement be approved annually by the company. There are also provisions for performance based bonuses.

The Company also entered into a consulting and non-executive director agreement with a former shareholder and director for consulting services based on $2,500 per month for one year. In April 2013, the Company made the final payment for consulting and non-executive director services and going forward the Company is no longer obligated to pay $2,500 per month to its former shareholder and director.

Effective April 5, 2013, Morris Rafi resigned as the director of the Company.

Effective May 27, 2015, Imran Firoz resigned as the President, Chief Executive Officer, and Secretary of the Company. Subsequent to Mr. Firoz' resignation, Mr. Shahan Ohanessian was appointed as the President, Chief Executive Officer, Director and Secretary of the Company. Mr. Firoz shall continue as the Chief Financial Officer and Director of the Company. The Company is obligated to pay its President and the Chief Financial Officer a salary of $15,000 per month with increases each succeeding year should the agreement be approved annually by the company. There are also provisions for performance based bonuses.

NOTE 4. INVESTMENTS

Mining Investment
The Company entered into an option agreement on December 06, 2011 (see Note 7) with Rising Star Mining, and has valued its investment at the market price of its stock to be issued on the date of the agreement which was December 6, 2011 or 20,000,000 shares at the closing price of .05 cents or $1,000,000. The balance of the investment of $500,000 is a combination of a note payable of $440,000 and cash which was paid of $60,000. The Company has evaluated this investment and has determined that no impairment is warranted at this time. In December 2012 the parties amended the agreement which provided for a reduction in the amount due from $440,000 to $100,000 and hence the investment was reduced by $340,000 to correspond to the payable reduction.

The Company has also invested $25,000 in cash with Rising Star Mining, in the fourth quarter of 2012, for the rights to receive profits on reprocessing of silver tailings and grounded ore from previous production runs. The Company has evaluated this investment and similarly determined that no impairment is warranted at December 31, 2014. In June 2015, the Company has written off the investment as non-collectable and worthless, the book value of the investment is declared as zero. The same amount is deducted from income statement for bad debts.

In January 2014 the Company announced that it has entered into a non-binding letter of intent ("LOI") to acquire all of the issued and outstanding common shares of Rising Star Mining ("Rising Star"), a Mexican corporation that owns Aztlan 8B property in Nayarit, Mexico. Company has not entered into a definitive agreement to acquire all of the issued and outstanding common shares of Rising Star. In June 2015, the Company terminated its letter of intent to acquire Rising Star subsequent shareholder announcement of the Company to take more diversified approach to its current and future operations in order to achieve higher growth. This will include but not limited to acquisitions of advanced technology applications and systems that will improve value and productivity of businesses in critical areas, instantly improve life of end-users on a daily basis, and impact local and global commerce as it is rolled out in the domestic and international markets.

In May 2014, the Company has entered into a binding production and processing agreement ("Processing Agreement") with Minera Manos Del Rey. S.A. DE C.V. ("Operator"), a Mexican corporation with offices at Municipo de Toliman, El Rodeo, Jalisco, Mexico, CP 49750. The Company has agreed to provide start-up funding and supply of ore for the processing on the terms and conditions set in the Processing Agreement. The

Company has contributed approximately $2,793.50 towards the start-up funding. In June 2015, the Company has written off and discontinued the project and investment. The Processing Agreement has been terminated.

In September, 2015, the Company rescinded its Option Agreement with Rising Star for exploration and development of Aztlan 8B Project in Nayarit, Mexico. The Company has written-off the investment and reduced corresponding accounts payable due as per the Option Agreement (see Note 7).The Company is no longer obligated to issue common stock equal to $1,000,000 or to make any payments in relation to development of mining properties.

Software Technology Asset
In May 2015, the Company issued 150,000,000 Common Shares and a Convertible Promissory Note in an amount of $500,000 to Shahan Ohanessian (the "Seller") pursuant to the Asset Purchase Agreement; whereby the Company acquired all powers and privileges of the AutoClaim Domain including but not limited to make, have made, use, or sell under patent law; to copy, adapt, distribute, display, and perform under copyright law; and to use and disclose under trade secret law, also known as Distribution Rights embodied in or comprising the AutoClaim Domain.

In May 2015, the Company issued 18,400,000 shares of Series A Preferred Stock with a 1 for 100 conversion and a 1 for 10,000 voting right representing 92% of the issued and outstanding Series A Preferred Stock to Shahan Ohanessian (the "Seller") pursuant to the Asset Purchase Agreement; whereby the Company acquired under the terms specified in the Asset Purchase Agreement, the right, title, interest, and benefit of proprietary technology known as "AutoClaim App" from the "Seller", also known as Technology Rights.

Purchase Price Allocation:

AutoClaim Domain Name

Purchase Price		Amount (Book Value)
Common Stock [1]	150,000,000	$75,000
Total Fair Value at Acquisition Date [2]		$75,000

AutoClaim App

Purchase Price		Amount (Book Value)
Preferred Stock	18,400,000	$1,200,000
Total Fair Value at Acquisition Date [2]		$1,200,000

[1] The Company has capitalized the development cost of purchased software technology as the criteria specified for the technological feasibility of AutoClaim App and AutoClaim Domain Name as a whole has been established at the time Software Technology was purchased, which was on May 27, 2015 ("Acquisition Date").

[2] The amounts included in the AutoClaim Domain Name and AutoClaim App Purchase Price Allocation table represent the preliminary allocation of the purchase price and are subject to revision during the measurement period, a period not to exceed 12 months from the Acquisition Date.

Changes to the amounts recorded as assets and liabilities will result in a corresponding adjustment to goodwill. The Software Technology Asset will be amortized using the straight-line method over the shorter of the estimated useful life of the asset. The amortization period shall begin once the utility of the software starts, which will be the official launch of the software for download and use by the end-users. At the end of every year, the Company will evaluate for any impairment of Software Technology Asset and will analyze the Asset Purchase Agreement(s) and relationship between the Seller and the Company to record any derivative financial instrument which are recognized as either assets or liabilities at fair value in the consolidated statements of financial condition.

Investment in Scoobeez
In August of 2015, the Company entered into an agreement to purchase 76% equity (the "Purchased Shares") of Scoobeez, a California Corporation and its related businesses for cash and stock. Scoobeez is an "On Demand" door-to-door logistics and delivery service company that primarily utilizes scooters and motorcycles along with cars to facilitate "Same Day" deliveries. The Company agreed to issue common stock for Scoobeez Investment

as described in Note 2. These shares have yet to be issued and are shown in the equity section of the balance sheet as Common Stock to be issued for $1,200,000, the amount derived by the shares to be issued times the market price at August 27, 2015. The cash component of Scoobeez Investment is $96,000 and $36,000 has been paid to the Sellers as of September, 2015. The total fair value at the date of acquisition is recorded as $1,296,000.

NOTE 5. NOTE PAYABLE

The company is obligated under the option agreement described in Note 7 to pay $440,000 by July 1, 2012 for its interest in the Mexican property. Option agreement was renewed automatically for the next three months for period ending December 31, 2014. In December 2012 the parties amended the agreement which provided for a reduction in the amount due from $440,000 to $100,000 and hence the investment was reduced by $340,000 to correspond to the payable reduction. In September, 2015, the Company rescinded its Option Agreement with Rising Star Mining for exploration and development of Aztlan 8B Project in Nayarit, Mexico. The Company has written-off the investment and reduced corresponding accounts payable due as per the Option Agreement (see Note 4 and Note 7). The Company is no longer obligated to issue common stock equal to $1,000,000 or to make any payments in relation to development of mining properties.

At February 27, 2014 the Company is obligated under amounts advance termed as non-interest bearing Long Term Debt for $5,000 due to Imran Firoz. Terms indicate repayment is due on February 26, 2015. The Company paid the outstanding amount owed to Imran Firoz in September, 2015.

At May 16, 2014 the Company is obligated under amounts advance termed as non-interest bearing Long Term Debt for $3,000 due to Imran Firoz. Terms indicate repayment is due on May 15, 2015. The Company paid the outstanding amount owed to Imran Firoz in September, 2015.

At October 1, 2014 the Company is obligated under Convertible Promissory Note for $65,000 including accrued interest payment at 7.700% to certain consultant. Terms indicate repayment is due on September 30, 2015.

At October 10, 2014 the Company is obligated under Convertible Promissory Note for $175,000 including accrued interest payment at 9.875% to certain consultant. Terms indicate repayment is due on October 9, 2015. In August, 2015 the Company settled the note by issuing 20,000 shares of restricted stock to the consultant.

At October 30, 2014 the Company is obligated under Convertible Promissory Note for $95,000 including accrued interest payment at 8.000% to certain consultant. Terms indicate repayment is due on October 29, 2015. In August, 2015 the Company settled the note by issuing 15,000 shares of restricted stock to the consultant.

At November 14, 2014 the Company is obligated under Convertible Promissory Note for $50,000 including accrued interest payment at 6.500% to certain consultant. Terms indicate repayment is due on November 13, 2015. In August, 2015 the Company settled the note by issuing 15,000 shares of restricted stock to the consultant.

At January 1, 2015 the Company has re-assigned Imran Firoz's accrued salary from Accounts Payable and Accrued Expenses due as of December 31, 2013 to a non-interest bearing Long Term Debt for $150,000 ("Firoz's Note"). In June, 2015, the Company issued 2,000,000 shares to assignee of "Firoz Note" against the Convertible Promissory Note for $150,000, which was due as of December 31, 2013. In July, 2015, the Company issued 550,000 shares to assignee of "Firoz Note". In August, 2015, the Company issued 300,000 shares assignee of "Firoz Note". The Company incurred a financing cost of $3,090,155, which was the difference between the last cash price adjusted for reverse split received for shares and conversion price on the date of conversion.

At January 1, 2015 the Company has re-assigned Imran Firoz's accrued salary from Accounts Payable and Accrued Expenses incurred in the fiscal year ending December 31, 2014 to a non-interest bearing Long Term Debt for $115,850.

In May 2015, the Company issued 150,000,000 Common Shares and a Convertible Promissory Note in an amount of $500,000 to Shahan Ohanessian (the "Seller") pursuant to the Asset Purchase Agreement; whereby the Company acquired all powers and privileges of the AutoClaim Domain including but not limited to make, have made, use, or sell under patent law; to copy, adapt, distribute, display, and perform under copyright law; and to use and disclose under trade secret law, also known as Distribution Rights embodied in or comprising the

AutoClaim Domain. In September, 2015, the Company paid $100,000 to the Seller against the original note of $500,000. As a result, the current outstanding amount owed to the Seller is $400,000 at September 30, 2015.

NOTE 6. STOCKHOLDERS' EQUITY

Preferred Stock

The Company had authorized and issued 1 share of stock, which was cancelled following actions by written consent in lieu of a meeting on September 5, 2012 pursuant to and in accordance with the provisions of the Revised Idaho State Statutes.

Following actions by written consent in lieu of a meeting on March 03, 2015 pursuant to and in accordance with the provisions of the Revised Idaho State Statutes, the Company created and authorized 20,000,000 shares of Preferred Stock of the Company, par value $.001 (the "Series A Preferred Stock"). The stated value of the Series A Preferred Stock shall be par value, $.001. The holder of the Series A Preferred Stock shall have ten thousand (10,000) votes for every one vote of common stock. The shares of Series A Preferred Stock shall be convertible on a one for one hundred (100) basis with the common shares of the Company at any time after the date of issuance of such shares at the office of this Company into such number of fully paid and non-assessable shares of common stock of the Company.

In March, 2016, the Company issued 1,600,000 shares of Series A Preferred Stock with a 1 for 100 conversion and a 1 for 10,000 voting right representing 100% of the issued and outstanding Series A Preferred Stock to Imran Firoz for services rendered. Subsequent to the issuance of additional Preferred Stock to Shahan Ohanessian ("Seller") in May, 2015, as described below, 1,600,000 shares of Series A Preferred Stock, currently represents only 8% of the issued and outstanding.

In May 2015, the Company issued 18,400,000 shares of Series A Preferred Stock with a 1 for 100 conversion and a 1 for 10,000 voting right representing 92% of the issued and outstanding Series A Preferred Stock to Shahan Ohanessian (the "Seller") pursuant to the Asset Purchase Agreement; whereby the Company acquired under the terms specified in the Asset Purchase Agreement, the right, title, interest, and benefit of proprietary technology known as "AutoClaim App" from the "Seller", also known as Technology Rights.

Common Stock

At December 31, 2010 the Company had issued 6,837,078 of stock as founders shares upon formation valued at par. The Company has authorized 995,000,000 million shares at a par value of .0001.

In May of 2011 the Company issued 185,000,000 shares for cash of $18,500. In June of 2012 the shares were redeemed.

In May of 2011 the Company issued 150,000,000 shares of stock for debt reduction of $150,000.

In September 2011 the Company issued 650,000,000 shares of stock for cash of $65,000. The Cash has yet to be received and is reflected on the Balance Sheet as Common Stock Subscribed. On September 10, 2012 the Company transferred 650,000,000 shares to its officer from a party who was to contribute $65,000. The Company recognized the transfer as stock for services to its officer of $1,170,000, which represented the market price of the stock at the date of transfer. The $65,000 owed on subscribed stock was negated.

In December of 2011 the Company entered into an agreement to issued 20,000,000 shares for an investment described in Note 7. These shares have yet to be issued and are shown in the equity section of the balance sheet as Common Stock to be issued for $1,000,000 the amount derived by the shares to be issued times the market price at December 6, 2011.

In December 2011 the officer of the company contributed services of $150,000.

In the quarter ended September 30, 2012 the company revised an employment agreement which resulted in a forgiveness of debt from a shareholder of $30,300 and this amount has been recognized as paid in capital.

On April 22, 2013, the amount of authorized capital common stock of the Company was increased to One billion and two hundred million shares (1,200,000,000) and the par value shall remain the same at $0.0001. The amendment to the articles of incorporation have been consented to and approved by a majority (67.19%) of the shareholder(s) holding at least a majority of the class (common) of stock and entitled to vote thereon.

In May 2012 the Company issued 7,500,000 shares at $0.0033 for cash proceeds of $25,000.
In June 2012 the Company issued 14,500,000 shares at $0.0012 for cash proceeds of $17,500.
In June 2012 the Company issued 21,500,000 shares at $0.0012 for cash proceeds of $25,500.
In August 2012 the Company issued 20,000,000 shares at $0.0013 for cash proceeds of $25,000.
In September 2012 the Company issued 26,500,000 shares at $0.0008 for cash proceeds of $20,000.
In October 2012 the Company issued 27,500,000 shares at $0.0007 for cash proceeds of $20,000.
In January 2013 the Company issued 23,000,000 shares at $0.0009 for cash proceeds of $20,000.
In March 2013 the Company issued 20,000,000 shares at $0.0008 for cash proceeds of $16,000.
In April 2013 the Company issued 25,000,000 shares at $0.0006 for cash proceeds of $16,000.
In May 2013 the Company issued 18,000,000 shares at $0.0006 for cash proceeds of $10,000.
In November 2013 the Company issued 35,000,000 shares at $0.0003 for cash proceeds of $10,000.
In January 2014 the Company issued 30,000,000 shares at $0.0003 for cash proceeds of $10,000.

Common Stock (post reverse split)
In April 2015, the Company's Board has determined that it is in the best interest of the Corporation and its stockholders to change the name from Abot Mining Co. to ABT Mining Co. Inc. on OTC Markets/OTC Pink Marketplace ("Name Change") and to effectuate a 2,300 for 1 reverse stock split ("Reverse Stock Split") with respect to the common stock of the Corporation, with all the fractional shares rounded to the nearest whole.

In May 2015, the Company issued 150,000,000 Common Shares and a Convertible Promissory Note in an amount of $500,000 to Shahan Ohanessian (the "Seller") pursuant to the Asset Purchase Agreement; whereby the Company acquired all powers and privileges of the AutoClaim Domain including but not limited to make, have made, use, or sell under patent law; to copy, adapt, distribute, display, and perform under copyright law; and to use and disclose under trade secret law, also known as Distribution Rights embodied in or comprising the AutoClaim Domain. Further, the Company also acquired the business model, all United States and foreign patents and patents application, all trade secrets, know-how, confidential or proprietary information, all trademarks, service marks and trade names, all market research and information, contact lists, marketing materials, business plans, notes, documents and other intellectual property rights and legal protections in every and all countries and jurisdictions owned or claimed by Seller, also known as Proprietary and Intellectual Property Rights.

In May, 2015, the Company issued 2,000,000 shares to a certain noteholder against the Convertible Promissory Note for $150,000.

In June, 2015, the Company issued 1,250,000 shares to a certain noteholder against the Convertible Promissory Note for $65,000.

In July, 2015, the Company issued 550,000 shares to a certain noteholder against the Convertible Promissory Note for $150,000.

In August, 2015, the Company issued 300,000 shares to a certain noteholder against the Convertible Promissory Note for $150,000.

In August, 2015, the Company issued 20,000 shares to a certain noteholder as a settlement amount against the Convertible Promissory Note for $175,000. These shares are yet to be issued.

In August, 2015, the Company issued 15,000 shares to a certain noteholder as a settlement amount against the Convertible Promissory Note for $95,000. These shares are yet to be issued.

In August, 2015, the Company issued 15,000 shares to a certain noteholder as a settlement amount against the Convertible Promissory Note for $50,000. These shares are yet to be issued.

In August of 2015, the Company entered into an agreement to purchase 76% equity (the “Purchased Share”) of Scoobeez, a California Corporation and its related businesses for cash and stock. Scoobeez is an “On Demand” door-to-door logistics and delivery service company that primarily utilizes scooters and motorcycles along with cars to facilitate “Same Day” deliveries. The Company agreed to issue common stock for Scoobeez Investment as described in Note 2 (J) and Note 4. These shares have yet to be issued and are shown in the equity section of the balance sheet as Common Stock to be issued for $1,200,000, the amount derived by the shares to be issued times the market price at August 27, 2015. The cash component of Scoobeez Investment is $96,000 and $36,000 has been paid to the Sellers as of September, 2015. The total fair value at the date of acquisition is recorded as $1,296,000.

NOTE 7. OPTION AGREEMENT

On December 6, 2011 the Company entered into an agreement with Rising Star Mining (“Optionor”) whereby Optionor granted an option to the Company to acquire a 50% interest in certain mineral claims in Mexico, also known as Aztlan 8B. The agreement’s terms indicated a payment of $150,000 within 45 days of December 6, 2011 plus $300,000 within 90 days of the agreement plus the issuance of 20,000,000 shares of the Company’s common stock. The Company has advanced $60,000 of the money, terms and has stock to be issued of 20,000,000 shares.

The parties extended the agreement and terms to July 1, 2012 and have now extended it to June 30, 2013 with a payment modification resulting in a liability now owing of $100,000 on the note. Since the option agreement is not terminated in writing by December 31, 2014, it will be automatically renewed for the next three months until a written notice is received by Parties. Option agreement was renewed automatically for the next three months for period ending December 31, 2014.

In September, 2015, the Company rescinded its Option Agreement with Rising Star for exploration and development of Aztlan 8B Project in Nayarit, Mexico. The Company has written-off the investment and reduced corresponding accounts payable due as per the Option Agreement (see Note 4).The Company is no longer obligated to issue common stock equal to $1,000,000 or to make any payments in relation to development of mining properties.

NOTE 8. SUBSEQUENT EVENTS

In October, 2015 Scoobeez opened several locations outside Glendale though it’s licensing agreement with qualified partners. These Scoobeez – Licensee locations are currently operational and generating revenues for Scoobeez. These locations are Las Vegas (Nevada), San Diego (California) and San Francisco (California). In October, 2015, a class action lawsuit was filed in Superior Court for the State of California in County of Los Angeles against the Company, Scoobeez, and Amazon alleging that delivery drivers or drivers’ associates for the new Amazon Prime Now service have been wrongfully paid as independent contractors. The Company is required to assess the appropriateness of financial statement disclosures regarding this pending litigation. The Company's ability to assess this contingent liability depends upon receiving information from the Company's attorneys. The Company is yet to receive detailed information from its attorney in order to fairly estimate these liabilities. The detail of the complaint can be downloaded by clicking here.

NOTE 9. OFF-BALANCE SHEET

None.

ANNUAL REPORT

For the Fiscal Year Ended December 31, 2014

ABOT MINING CO.

Idaho	**301 Simplicity Irvine, California**	**92620**
(State or other jurisdiction of incorporation)	(Address of principal executive offices)	(Zip Code)
+1 818.302.0100	**info@abotmining.com**	**abotmining.com**
(Phone)	(Email)	(Website)

FORWARD-LOOKING STATEMENTS

This Quarterly Report contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact are “forward-looking statements” for purposes of federal and state securities laws, including, but not limited to, any projections of earnings, revenue or other financial items; any statements of the plans, strategies and objectives of management for future operations; any statements concerning proposed new products or developments; any statements regarding future economic conditions or performance; any statements of belief; and any statements of assumptions underlying any of the foregoing. Although we believe that the expectations reflected in any of our forward-looking statements are reasonable, actual results could differ materially from those projected or assumed in any of our forward-looking statements. Our future financial condition and results of operations, as well as any forward-looking statements, are subject to change and inherent risks and uncertainties.

Forward-looking statements may include the words “may,” “could,” “will,” “estimate,” “intend,” “continue,” “believe,” “expect,” “desire,” “goal,” “should,” “objective,” “seek,” “plan,” “strive” or “anticipate,” as well as variations of such words or similar expressions, or the negatives of these words. These forward-looking statements present our estimates and assumptions only as of the date of this report. Except for our ongoing obligation to disclose material information as required by the securities laws, we do not intend, and undertake no obligation, to update any forward-looking statement. We caution readers not to place undue reliance on any such forward-looking statements. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual outcomes will likely vary materially from those indicated.

ABOT MINING CO.
BALANCE SHEETS
(UNAUDITED)

	Dec 31, 2014	Dec 31, 2013
Assets:		
Current Assets		
Cash and Cash Equivalents	$ -	$ 98
Accounts Receivable	-	-
Investment	1,185,000	1,185,000
Total Current Assets	1,185,000	1,185,098
Total Assets	**$ 1,185,000**	**$ 1,185,098**
Liabilities and Stockholders' Deficit:		
Current Liabilities		
Accounts Payable and Accrued Expenses	$ 271,770	$ 155,383
Note Payable	499,810	100,000
Total Current Liabilities	771,580	255,383
Long Term Debt-Related Party	21,599	21,599
Total Liabilities	793,178	276,982
Stockholders' Equity:		
Common Stock Yet to be Issued	1,000,000	1,000,000
Preferred Stock, Par Value $0.0001 1 share authorized 1 share issued and outstanding respectively	-	-
Common Stock, $.0001 par value, 1,200,000,000 shares authorized, 1,075,367,072 and 1,045,337,072 shares issued and outstanding respectively	107,534	104,534
Common Stock Subscribed	-	-
Additional Paid in Capital	1,609,744	1,600,950
Accumulated Deficit	(2,325,457)	(1,797,367)
Total Stockholders' Equity	391,821	908,116
Total Liabilities and Stockholders' Equity	**$ 1,185,000**	**$ 1,185,098**

The accompanying notes are an integral part of these financial statements.

ABOT MINING CO.
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31,
(UNAUDITED)

	2014	2013
Revenues	**$ -**	**$ -**
Costs of Services	-	-
Gross Margin	-	-
Operating expenses:		
Payroll Expenses	120,000	152,212
Stock for Services	-	-
General and Administrative	400,758	28,945
Operating Expenses	**520,758**	**181,157**
Operating Income (Loss)	(520,758)	(181,157)
Other Income	15	-
Interest Expense	6,810	-
Net Loss Before Taxes	(527,552)	(181,157)
Income and Franchise Tax	537	-
Net Loss	**$ (528,089)**	**$ (181,157)**
Loss per Share, Basic & Diluted	**$ (0.00)**	**$ (0.00)**

The accompanying notes are an integral part of these financial statements.

ABOT MINING CO.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31,
(UNAUDITED)

	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Loss for the Period	$ (528,089)	$ (181,157)
Shares Issued		-
Adjustments to reconcile net loss to net cash provided by operating activities:		
Financing Cost	-	-
Common stock issued for investment	-	-
Contributed Services	-	-
Changes in Operating Assets and Liabilities		
Increase in Notes Payable	391,810	-
Increase (Decrease) in Accrued Expenses	116,387	107,619
Net Cash Used in Operating Activities	(19,893)	(73,538)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of Investment	-	-
Net cash provided by Investing Activities	-	-
CASH FLOWS FROM FINANCING ACTIVITIES:		
Cash Received for Common Stock	10,000	72,000
Proceeds from Related Party and Forgiveness	1,794	-
Notes Received from Officer	8,000	-
Net Cash Provided by Financing Activities	19,794	72,000
Net (Decrease) Increase in Cash	(98)	(1,538)
Cash at Beginning of Period	98	1,636
Cash at End of Period	$ 0	$ 98
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
`Interest	$ -	$ -
Franchise and Income Taxes	$ -	$ -
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Accounts Payable Satisfied through Contributed Capital and Property and Equipment	$ -	$ -

The accompanying notes are an integral part of these financial statements.

ABOT MINING CO.

STATEMENT OF STOCKHOLDERS' EQUITY

DECEMBER 31, 2012 TO DECEMBER 31, 2014

(UNAUDITED)

	Common Shares	Common Stock	Series A Preferred Shares	Series A Preferred Stock	Additional Paid in Capital	Retained Deficit	Stock Yet to be Issued	Common Stock Subscribed	Total
Balance December 31, 2012	**924,337,072**	**$ 92,434**	**1**	**$ -**	**$ 1,541,050**	**$ (1,616,210)**	**$ 1,000,000**	**$ -**	**$ 1,017,274**
Shares Redeemed	-	-	-	-	-	-		-	-
Shares issued for Cash	121,000,000	12,100	-	-	59,900	-		-	72,000
Shares Transferred	-	-	-	-	-	-		-	-
Related Party Forgiveness	-	-	-	-	-	-		-	-
Net loss for the year	-	-	-	-	-	(181,157)		-	(181,157)
Balance December 31, 2013	**1,045,337,072**	**$ 104,534**	**1**	**$ -**	**$ 1,600,950**	**$ (1,797,367)**	**$ 1,000,000**	**$ -**	**$ 908,116**
Shares Redeemed	-	-	-	-	-	-		-	-
Shares issued for Cash	30,000,000	3,000	-	-	7,000	-	-	-	10,000
Shares Transferred	-	-	-	-	-	-		-	-
Related Party Forgiveness	-	-	-	-	1,794	-	-	-	1,794
Net loss for the year	-	-	-	-	-	(528,089)		-	(528,089)
Balance December 31, 2014	**1,075,337,072**	**$ 107,534**	**1**	**$ -**	**$ 1,609,744**	**$ (2,325,457)**	**$ 1,000,000**	**$ -**	**$ 391,821**

The accompanying notes are an integral part of these financial statements.

ABT MINING CO.
NOTES TO UNAUDITED FINANCIAL STATEMENTS
FOR THE PERIOD ENDED
DECEMBER 31, 2014 AND 2013

NOTE 1. NATURE OF OPERATIONS AND CONTINUANCE OF BUSINESS

ABT Mining Co. (the "Company") was incorporated under the laws of the state of Idaho in 1957.

The Company is engaged in the exploration, discovery and production of precious and semi-precious metals and metal properties. At present, Company's main area of interest is in Nayarit, Mexico.

These financial statements have been prepared on a going concern basis, which implies the Company will continue to realize its assets and discharge its liabilities in the normal course of business. The Company has not generated any revenue in 2013 and for 2014 and has not paid any dividends in 2013 and 2014 and is unlikely to generate earnings in the immediate or foreseeable future.

The continuation of the Company as a going concern is dependent upon the continued financial support from its shareholders and other investors, the ability of the Company to obtain any necessary financing to continue operations, and the attainment of profitable operations. As reflected in the accompanying financial statements, the Company had an accumulated deficit of $2,325,457 at December 31, 2014 and had a net loss of $528,089 for the fiscal year ending December 31, 2014. These factors raise substantial doubt regarding the Company's ability to continue as a going concern.

These financial statements do not include any adjustments to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Q) Principles of consolidation

The consolidated financial statements include the accounts of the Company. The Company does not have any subsidiary. All intercompany accounts and transactions have been eliminated in consolidation.

R) Non-controlling interests

Non-controlling interests represent the equity in a subsidiary not attributable directly or indirectly to the Company, and in represented in the consolidated balance sheets as a component of stockholders' equity. Non-controlling interests in the results of operations of the Company are presented in the face of the consolidated statement of operations as an allocation of the total profit or loss between non-controlling interests and the shareholders of the Company.

S) Basis of Presentation

These financial statements and related notes are presented in accordance with accounting principles generally accepted in the United States, and are expressed in US dollars. The Company's fiscal year-end is December 31.

T) Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company regularly evaluates estimates and assumptions related to the recoverability of long-lived assets and deferred income tax asset valuation allowances. The Company bases its estimates and assumptions on current facts, historical experience and various other factors that it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities and the accrual of costs and expenses that are not readily apparent from other sources. The actual results experienced by the Company may differ materially and adversely from the Company's estimates. To the extent there are material differences between the estimates and the actual results, future results of operations will be affected.

U) Cash and Cash Equivalents

The Company considers all highly liquid instruments with an original maturity of three months or less at the time of issuance to be cash equivalents.

V) Foreign Currency Translation

The Company's functional and reporting currency is the United States dollar. Occasional transactions may occur in Mexican Pesos and management has adopted ASC 830 Foreign Currency Matters.

5) Monetary assets and liabilities denominated in foreign currencies are translated using the exchange rate prevailing at the balance sheet date.
6) Non-monetary assets and liabilities denominated in foreign currencies are translated at rates of exchange in effect at the date of the transaction.
7) Average monthly rates are used to translate revenues and expenses. Gains and losses arising on translation or settlement of foreign currency denominated transactions or balances are included in the determination of income.
8) The Company has not, to the date of these financial statements, entered into derivative instruments to offset the impact of foreign currency fluctuations.

W) Fair Value of Financial Instruments

Financial instruments recorded on the balance sheet include cash and cash equivalents; trade accounts receivable, marketable securities, notes and accounts payable, and debt. Pursuant to ASC 820, Fair Value Measurements and Disclosures and ASC 825, Financial Instruments the fair value of cash equivalents is determined based on "Level 1" inputs, which consist of quoted prices in active markets for identical assets.

The Company believes that the recorded values of all other financial instruments approximate their current fair values because of their nature and relatively short maturity dates or durations.

X) Basic and Diluted Net Loss Per Share

The Company computes net loss per share in accordance with ASC 260, Earnings Per Share which requires presentation of both basic and diluted earnings per share ("EPS") on the face of the income statement. Basic EPS is computed by dividing net loss available to common shareholders (numerator) by the weighted average number of shares outstanding (denominator) during the period.

Diluted EPS gives effect to all dilutive potential common shares outstanding during the period using the treasury stock method and convertible preferred stock using the if-converted method. In computing diluted EPS, the average stock price for the period is used in determining the number of shares assumed to be purchased from the exercise of stock options or warrants. Diluted EPS excludes all dilutive potential shares if their effect is anti-dilutive.

Y) Mineral Property Costs

The Company has been in the exploration stage company with main focus in Nayarit, Mexico from December 11, 2011 and has not yet realized any revenues from its planned operations. It is primarily engaged in the acquisition, exploration and development of mineral properties. Mineral properties includes the cost of advance minimum royalty payments, the cost of capitalized mineral property leases, and the cost of property acquired either by cash payment, the issuance of term debt or common shares. Expenditures for exploration on specific properties with no proven reserves are written off as incurred.

Mineral property costs will be amortized against future revenues or charged to operations at the time the related property is determined to have impairment in value. Capitalized acquisition costs are expensed in the period in which it is determined that the mineral property has no future economic value. Capitalized amounts may also be written down if future cash flows, including potential sales proceeds related to the property, are estimated to be less than the carrying value of the property.

The Company reviews the carrying value of mineral property interests periodically, and whenever events or changes in circumstances indicate that the carrying value may not be recoverable, reductions in the carrying

value of each property would be recorded to the extent the carrying value of the investment exceeds the property's estimated fair value. In the event that a mineral property is acquired through the issuance of the Company's shares, the mineral property will be recorded at the fair value of the respective property or the fair value of the common shares, whichever is more readily determinable.

When mineral properties are acquired under option agreements with future acquisition payments to be made at the sole discretion of the Company, those future payments, whether in cash or shares, are recorded only when the Company has made or is obliged to make the payment or issue the shares. When it has been determined that a mineral property can be economically developed as a result of establishing proven and probable reserves and bankable feasibility, the costs incurred to develop such property are capitalized.

The Company is expected to pay $100,000 to Rising Star Mining under the option agreement signed on December 06, 2011 (see Note 7).

Z) Long-lived Assets

In accordance with ASC 360, Property Plant and Equipment the Company tests long-lived assets or asset groups for recoverability when events or changes in circumstances indicate that their carrying amount may not be recoverable. Circumstances which could trigger a review include, but are not limited to: significant decreases in the market price of the asset; significant adverse changes in the business climate or legal factors; accumulation of costs significantly in excess of the amount originally expected for the acquisition or construction of the asset; current period cash flow or operating losses combined with a history of losses or a forecast of continuing losses associated with the use of the asset; and current expectation that the asset will more likely than not be sold or disposed significantly before the end of its estimated useful life. Recoverability is assessed based on the carrying amount of the asset and its fair value which is generally determined based on the sum of the undiscounted cash flows expected to result from the use and the eventual disposal of the asset, as well as specific appraisal in certain instances. An impairment loss is recognized when the carrying amount is not recoverable and exceeds fair value.

Property and equipment is stated at cost and depreciated using the straight-line method over the shorter of the estimated useful life of the asset or the lease term. The estimated useful lives of our property and equipment are generally as follows: computer software developed or acquired for internal use, three years; computer equipment, two to three years; buildings and improvements, five to 15 years; leasehold improvements, two to 10 years; and furniture and equipment, one to five years. Land is not depreciated.

AA)Asset Retirement Obligations

The Company follows the provisions of ASC 410 Asset Retirement and Environmental Obligations, which establishes standards for the initial measurement and subsequent accounting for obligations associated with the sale, abandonment or other disposal of long-lived tangible assets arising from the acquisition, construction or development and for normal operations of such assets. As at December 31, 2013, 2012 and 2011, the Company has not recognized any asset retirement obligations.

BB)Income Taxes

Potential benefits of income tax losses are not recognized in the accounts until realization is more likely than not. The Company has adopted ASC 740, Income Taxes as of its inception. Pursuant to ASC 740 the Company is required to compute tax asset benefits for net operating losses carried forward. The potential benefits of net operating losses have not been recognized in these financial statements because the Company cannot be assured it is more likely than not it will utilize the net operating losses carried forward in future years.

CC)Stock-based Compensation

In accordance with ASC 718, Compensation – Stock Compensation, the Company accounts for share-based payments using the fair value method. The Company has not issued any stock options since its inception. Common shares issued to third parties for non-cash consideration are valued based on the fair market value of the services provided or the fair market value of the Common Stock on the measurement date, whichever is more readily determinable.

DD) Comprehensive Income

ASC 220, Comprehensive Income establishes standards for the reporting and display of comprehensive loss and its components in the financial statements. As at December 31, 2013 and 2012, the Company has no items that represent a comprehensive loss and, therefore, has not included a schedule of comprehensive loss in the financial statements.

EE) Recent accounting pronouncements

In June 2011, the FASB issued guidance on presentation of comprehensive income. The new guidance eliminates the current option to report other comprehensive income and its components in the statement of changes in equity. Instead, an entity will be required to present either a continuous statement of net income and other comprehensive income or in two separate but consecutive statements. The new guidance was effective for us beginning July 1, 2012 and had presentation changes only.

In May 2011, the FASB issued guidance to amend the accounting and disclosure requirements on fair value measurements. The new guidance limits the highest-and-best-use measure to nonfinancial assets, permits certain financial assets and liabilities with offsetting positions in market or counterparty credit risks to be measured at a net basis, and provides guidance on the applicability of premiums and discounts. Additionally, the new guidance expands the disclosures on Level 3 inputs by requiring quantitative disclosure of the unobservable inputs and assumptions, as well as description of the valuation processes and the sensitivity of the fair value to changes in unobservable inputs. The new guidance was effective for us beginning January 1, 2012. Other than requiring additional disclosures, there were no material impacts on our financial statements.

In January 2010, the FASB issued guidance to amend the disclosure requirements related to fair value measurements. The guidance requires the disclosure of roll forward activities on purchases, sales, issuance, and settlements of the assets and liabilities measured using significant unobservable inputs (Level 3 fair value measurements). The guidance was effective for us as of January 1, 2012. The adoption of this new guidance did not have a material impact on our financial statements.

NOTE 3. RELATED PARTY TRANSACTIONS

All related party transactions are recorded at the exchange amount which is the value established and agreed to by the related party.

The Company has the following related party transactions as of December 31, 2014:

At December 31, 2012 the Company is obligated under amounts advance termed Long Term Debt for $21,598 including imputed interest at 6% to certain shareholders.

Included in Accounts Payable and Accrued Expenses is an amount owed to its officer of $271,770 for officer salary as of December 31, 2014.

In September 2012 a shareholder transferred his shares of 650,000,000 to the officer of the company.

During the fiscal year of 2011 the officer of the Company contributed services deemed to be $150,000 for consultation, rent and other professional and management services. The Company recognized this expense when they incurred in the statement of operations with a corresponding credit to capital.

3a. Free office space used by the Company

The Company has been provided office space by Chief Executive Officer at no cost. The management determined that such cost is nominal and did not recognize the rent expense in its financial statements.

3b. Employment Agreements

In April 2012 the Company entered into two employment agreements. The first was between its President and the Company in which the Company is obligated to pay its President a salary of $10,000 per month with increases each succeeding year should the agreement be approved annually by the company. There are also provisions for performance based bonuses.

The Company also entered into a consulting and non-executive director agreement with a former shareholder and director for consulting services based on $2,500 per month for one year. In April 2013, the Company made the final payment for consulting and non-executive director services and going forward the Company is no longer obligated to pay $2,500 per month to its former shareholder and director.

Effective April 5, 2013, Morris Rafi resigned as the director of the Company.

NOTE 4. INVESTMENTS

The Company entered into an option agreement on December 06, 2011 (see Note 7) with Rising Star Mining, and has valued its investment at the market price of its stock to be issued on the date of the agreement which was December 6, 2011 or 20,000,000 shares at the closing price of .05 cents or $1,000,000. The balance of the investment of $500,000 is a combination of a note payable of $440,000 and cash which was paid of $60,000. The Company has evaluated this investment and has determined that no impairment is warranted at this time. In December 2012 the parties amended the agreement which provided for a reduction in the amount due from $440,000 to $100,000 and hence the investment was reduced by $340,000 to correspond to the payable reduction.

The Company has also invested $25,000 in cash with Rising Star Mining, in the fourth quarter of 2012, for the rights to receive profits on reprocessing of silver tailings and grounded ore from previous production runs. The Company has evaluated this investment and similarly determined that no impairment is warranted at December 31, 2014.

In January 2014 the Company announced that it has entered into a non-binding letter of intent ("LOI") to acquire all of the issued and outstanding common shares of Rising Star Mining ("Rising Star"), a Mexican corporation that owns Aztlan 8B property in Nayarit, Mexico. Company has not entered into a definitive agreement to acquire all of the issued and outstanding common shares of Rising Star.

In May 2014, the Company has entered into a binding production and processing agreement ("Processing Agreement") with Minera Manos Del Rey. S.A. DE C.V. (“Operator”), a Mexican corporation with offices at Municipo de Toliman, El Rodeo, Jalisco, Mexico, CP 49750. The Company has agreed to provide start-up funding and supply of ore for the processing on the terms and conditions set in the Processing Agreement. The Company has contributed approximately $2,793.50 towards the start-up funding.

NOTE 5. NOTE PAYABLE

The company is obligated under the option agreement described in Note 7 to pay $440,000 by July 1, 2012 for its interest in the Mexican property. Option agreement was renewed automatically for the next three months for period ending December 31, 2014. In December 2012 the parties amended the agreement which provided for a reduction in the amount due from $440,000 to $100,000 and hence the investment was reduced by $340,000 to correspond to the payable reduction.

At February 27, 2014 the Company is obligated under amounts advance termed as non-interest bearing Long Term Debt for $5,000 including to certain shareholder. Terms indicate repayment is due on February 26, 2015.

At May 16, 2014 the Company is obligated under amounts advance termed as non-interest bearing Long Term Debt for $3,000 including to certain shareholder. Terms indicate repayment is due on May 15, 2015.

At October 1, 2014 the Company is obligated under Convertible Promissory Note for $65,000 including accrued interest payment at 7.700% to certain consultant. Terms indicate repayment is due on September 30, 2015.

At October 10, 2014 the Company is obligated under Convertible Promissory Note for $175,000 including accrued interest payment at 9.875% to certain consultant. Terms indicate repayment is due on October 9, 2015.

At October 30, 2014 the Company is obligated under Convertible Promissory Note for $95,000 including accrued interest payment at 8.000% to certain consultant. Terms indicate repayment is due on October 29, 2015.

At November 14, 2014 the Company is obligated under Convertible Promissory Note for $50,000 including accrued interest payment at 6.500% to certain consultant. Terms indicate repayment is due on November 13, 2015.

NOTE 6. STOCKHOLDERS' EQUITY

Preferred Stock
The Company had authorized and issued 1 share of stock, which was cancelled following actions by written consent in lieu of a meeting on September 5, 2012 pursuant to and in accordance with the provisions of the Revised Idaho State Statutes. (See Note 9: Subsequent Events).

Common Stock
At December 31, 2010 the Company had issued 6,837,078 of stock as founders shares upon formation valued at par. The Company has authorized 995,000,000 million shares at a par value of .0001.

In May of 2011 the Company issued 185,000,000 shares for cash of $18,500. In June of 2012 the shares were redeemed.

In May of 2011 the Company issued 150,000,000 shares of stock for debt reduction of $150,000.

In September 2011 the Company issued 650,000,000 shares of stock for cash of $65,000. The Cash has yet to be received and is reflected on the Balance Sheet as Common Stock Subscribed. On September 10, 2012 the Company transferred 650,000,000 shares to its officer from a party who was to contribute $65,000. The Company recognized the transfer as stock for services to its officer of $1,170,000, which represented the market price of the stock at the date of transfer. The $65,000 owed on subscribed stock was negated.

In December of 2011 the Company entered into an agreement to issued 20,000,000 shares for an investment described in Note 7. These shares have yet to be issued and are shown in the equity section of the balance sheet as Common Stock to be issued for $1,000,000 the amount derived by the shares to be issued times the market price at December 6, 2011.

In December 2011 the officer of the company contributed services of $150,000.

In the quarter ended September 30, 2012 the company revised an employment agreement which resulted in a forgiveness of debt from a shareholder of $30,300 and this amount has been recognized as paid in capital.

On April 22, 2013, the amount of authorized capital common stock of the Company was increased to One billion and two hundred million shares (1,200,000,000) and the par value shall remain the same at $0.0001. The amendment to the articles of incorporation have been consented to and approved by a majority (67.19%) of the shareholder(s) holding at least a majority of the class (common) of stock and entitled to vote thereon.

In May 2012 the Company issued 7,500,000 shares at $0.0033 for cash proceeds of $25,000.
In June 2012 the Company issued 14,500,000 shares at $0.0012 for cash proceeds of $17,500.
In June 2012 the Company issued 21,500,000 shares at $0.0012 for cash proceeds of $25,500.
In August 2012 the Company issued 20,000,000 shares at $0.0013 for cash proceeds of $25,000.
In September 2012 the Company issued 26,500,000 shares at $0.0008 for cash proceeds of $20,000.
In October 2012 the Company issued 27,500,000 shares at $0.0007 for cash proceeds of $20,000.
In January 2013 the Company issued 23,000,000 shares at $0.0009 for cash proceeds of $20,000.
In March 2013 the Company issued 20,000,000 shares at $0.0008 for cash proceeds of $16,000.
In April 2013 the Company issued 25,000,000 shares at $0.0006 for cash proceeds of $16,000.
In May 2013 the Company issued 18,000,000 shares at $0.0006 for cash proceeds of $10,000.
In November 2013 the Company issued 35,000,000 shares at $0.0003 for cash proceeds of $10,000.
In January 2014 the Company issued 30,000,000 shares at $0.0003 for cash proceeds of $10,000.

NOTE 7. OPTION AGREEMENT

On December 6, 2011 the Company entered into an agreement with Rising Star Mining ("Optionor") whereby Optionor granted an option to the Company to acquire a 50% interest in certain mineral claims in Mexico, also known as Aztlan 8B. The agreement's terms indicated a payment of $150,000 within 45 days of December 6, 2011 plus $300,000 within 90 days of the agreement plus the issuance of 20,000,000 shares of the Company's common stock. The Company has advanced $60,000 of the money, terms and has stock to be issued of 20,000,000 shares.

The parties extended the agreement and terms to July 1, 2012 and have now extended it to June 30, 2013 with a payment modification resulting in a liability now owing of $100,000 on the note. Since the option agreement is not terminated in writing by December 31, 2014, it will be automatically renewed for the next three months until a written notice is received by Parties. Option agreement was renewed automatically for the next three months for period ending December 31, 2014.

NOTE 8 – INCOME TAX

Deferred taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss and tax credit carry forwards and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

Net deferred tax assets consist of the following components as of December 31, 2014 and 2013:

	December 31, 2014	December 31, 2013
Deferred Tax Assets – Non-current:		
Net Operating Loss Carryover	$ 1,129,772	601,683
Less valuation allowance	(1,129,772)	(601,683)
Deferred tax assets, net of valuation allowance	$ -	$ -

The income tax provision differs from the amount of income tax determined by applying the U.S. federal income tax rate to pretax income from continuing operations for the period ended December 31, 2014 and 2013 due to the following:

	2014	2013
Book Loss	$ (528,089)	$(181,157)
Meals and Entertainment	-	5,000
Stock for Services	-	-
Accrued Payroll	116,387	155,383
Valuation allowance	411,702	20,774
	$ -	$ -

At December 31, 2014, the Company had net operating loss carry forwards of approximately $1,129,772 that may be offset against future taxable income from the year 2012 to 2032. No tax benefit has been reported in the December 31, 2014 financial statements since the potential tax benefit is offset by a valuation allowance of the same amount.

NOTE 9. SUBSEQUENT EVENTS

Preferred Stock

The Company created and authorized twenty million (20,000,000) shares of preferred stock as Series A Preferred Stock. The stated value of the Series A Preferred Stock shall be par value, $.001 following actions by written consent in lieu of a meeting on March 3, 2015 pursuant to and in accordance with the provisions of the Revised Idaho State Statutes.

NOTE 10. OFF-BALANCE SHEET

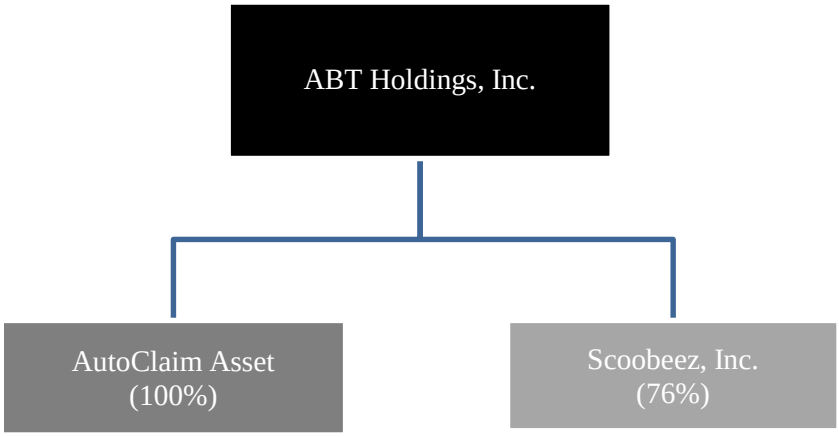
There are no off-Balance sheet arrangements.

6) Describe the Issuer's Business, Products and Services
A. a description of the issuer's business operations;

The Company intends to operate its overall business as a diversified holding company, which is engaged in investing, acquiring, developing, and growing various businesses that will generate attractive returns, and provide significant free cash flow to the Company in order to maximize value of its shareholders. Consequently, in the period ended June 30, 2015, the Company decided to take a more diversified approach to its current and future operations, which include but not limited to acquisitions of advanced technology applications and systems that will improve value and productivity of businesses in critical areas, instantly improve life of end-users on a daily basis, and impact local and global commerce as it is rolled out in the domestic and international markets.

Company's target portfolio companies are designed to be market leaders in their respective sectors by providing critical products and services that enable them to re-imagine their current revenue model, improve customer service, and streamline decision making process. As a result, in May, 2015, the Company expanded its asset and business portfolio with the hundred percent acquisition of mobile app asset, known as the AutoClaim App and Autoclaim.com domain name. In August 2015, the Company entered mobile app driven hyper efficient logistics industry through the acquisition of Scoobeez, Inc., a California Corporation. In September, 2015, the Company decided not to engage in the exploration, discovery and production of precious and semi-precious metals and metal properties. The Company rescinded its option agreement on its Aztlan 8 B mining claim in Nayarit, Mexico. The Company is no longer involved in any mining activities at this point.

Figure 1 – Organizational Structure



I. AutoClaim App (100% Owned by the Company) – Software Technology Asset

The AutoClaim App ("App" or "AutoClaim App") is a "Complete Accident Documentation and Claim Management at the fingertips of the end-user. The App will be available as a free download for personal use to over 200 million licensed drivers in the United States. All drivers, including commercial fleets, municipalities, and government agencies can utilize this App.

Figure 2 – Complete Accident Documentation and Claim Management at Your Fingertips



The App is indented to revolutionize the multi-billion dollar auto insurance claim industry at an operational and strategic level that will enhance customer service, streamline data management for effective decision making on claims, improve capital efficiency by correctly managing claims portfolios and provide many other benefits to insurance companies and its policyholders. The proprietary technology of AutoClaim will be a great asset for all users as it provides additional benefits to the end-user including customized and tailored offers, discounts and coupons. Some of the features of this app are:

- Free for Individual Use
- Protect your loved ones
- Protect business and employees
- Full Accident Documentation
- Take Real Time Photo
- Draw Injury Diagram
- Get Exact Accident Location
- Receive discount & coupons

The commercial version of App is specifically designed for commercial companies, municipalities, state and Federal agencies (the “commercial end-users”) having fleet of vehicles of all sizes. The severity of damage and size of the claim per accident increase substantially with the involvement of large vehicles including but not limited to single unit trucks, truck-trailer combinations, tractor-semitrailer combinations, double and triple trailer combinations. This in turn creates an expensive, time consuming and extensive paperwork of accident claim reports and files.

The commercial version of AutoClaim App can significantly reduce the time and paperwork required in expediting the insurance claim documentation process. When commercial drivers are equipped with the AutoClaim App, they can quickly and easily document all post- accident events at the scene of the accident such as instant photographic exchange of all parties’ driver license & insurance, and registration documents thus completely eliminating information exchange errors. The App further documents the time and pictures of the accident location, vehicle damage and injuries to all parties. The App will also make documents available for live viewing by the headquarters and management offices of respected companies nationwide.

The AutoClaim Commercial App is a subscription based revenue model, whereby the Company is expected to earn recurring revenues from the commercial end-users. The AutoClaim commercial

App may also be made available for different types of commercial enterprises including but not limited to Taxi & Limousines Services, Regional and National Courier Services, Food Delivery Companies, and Trucking & Delivery Industries.

For more information on the App, viewers can go to ABTHoldings.com or AutoClaim.com.

II. Investment in Scoobeez (76% Owned By The Company)

Scoobeez is an “On Demand” door to door messenger, courier and delivery service company that primarily utilizes scooters and motorcycles along with cars to facilitate same day deliveries. Scoobeez plans to utilize state of the art mobile technology, exceptional customer experience, and logistic creativity to deliver messages, packages and other items within the shortest possible time-frame.

Scoobeez currently conducts its operations from four locations, including its headquarters in Glendale, California. Scoobeez’s other main locations are Santa Monica, Silver Lake and Irvine. Since August, 2015, Scoobeez has expanded its service area from Greater Los Angeles Area to covering most of Los Angeles and Orange Counties in Southern California. Due to the current demand of the unique Scoobeez delivery services and logistic, Scoobeez has boarded over 200 drivers and riders to service these areas. In October, 2015, Scoobeez its opening its new location in Las Vegas with intention of opening two additional location in Lake Tahoe and Carson City in Nevada. By the end of fourth quarter, the Company plans to open locations in other parts of California, including but not limited to San Diego and San Francisco.

Scoobeez has three main pricing structures; fixed base fare, standard fees which include - per mile charge, and dynamic pricing for additional stops. The pricing structure is very competitive with other similar courier services but the mobility and convenience of scooters/motorcycles, and no fuel surcharge provides us with a competitive edge.

The Company is in the process of developing its own mobile app that will include software development for a front end mobile app for customers and delivery drivers and a backend, a web admin panel would also be developed for Scoobez’s operation team to manage both customers and drivers.

B. Date and State (or Jurisdiction) of Incorporation:
Date of Incorporation: 11 Feb 1957
Jurisdiction of Incorporation: Idaho

C. the issuer’s primary and secondary SIC Codes;
6719/1044

D. the issuer’s fiscal year end date;
December 31

E. principal products or services, and their markets;

Software Technology
The AutoClaim App (“App” or “AutoClaim App”) is a “Complete Accident Documentation and Claim Management at the fingertips of the end-user. The App will be available as a free download for personal use to over 200 million licensed drivers in the United States. All drivers, including commercial fleets, municipalities, and government agencies can utilize this App.

The App is indented to revolutionize the multi-billion dollar auto insurance claim industry at an operational and strategic level that will enhance customer service, streamline data management for effective decision making on claims, improve capital efficiency by correctly managing claims portfolios and provide many other benefits to insurance companies and its policyholders. The

proprietary technology of AutoClaim will be a great asset for all users as it provides additional benefits to the end-user including customized and tailored offers, discounts and coupons. For more information on the App, viewers can go to www.ABTHoldings.com or www.AutoClaim.com.

The commercial version of App is specifically designed for commercial companies, municipalities, state and Federal agencies (the "commercial end-users") having fleet of vehicles of all sizes. The severity of damage and size of the claim per accident increase substantially with the involvement of large vehicles including but not limited to single unit trucks, truck-trailer combinations, tractor-semitrailer combinations, double and triple trailer combinations. This in turn creates an expensive, time consuming and extensive paperwork of accident claim reports and files.

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Investment in Scoobeez

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Scoobeez has three main pricing structures; fixed base fare, standard fees which include - per mile charge, and dynamic pricing for additional stops. The pricing structure is very competitive with other similar courier services but the mobility and convenience of scooters/motorcycles, and no fuel surcharge provides us with a competitive edge.

Scoobeez is in the process of developing its own mobile app that will include software development for a front end mobile app for customers and delivery drivers and a backend, a web admin panel would also be developed for Scoobez's operation team to manage both customers and drivers.

Scoobeez is currently focused on three different market segments: Business to Consumer, whereby Scoobeez is the leading Delivery Service Provider for Amazon Prime Now, Business to Business whereby Scoobeez can provide messenger, courier and delivery services between

companies, and Consumer to Consumer whereby Scoobeez can deliver envelopes, packages or gifts from one individual to another. The deliveries are made in both residential and commercial locations. To access these markets, Scoobeez has a variety of delivery packages that fit all sizes of jobs, budgets and time-lines. Scoobeez has the ability to handle unique or unusual delivery instructions and to offer more customized time commitments within the same day and to allow customers to make in-transit changes on deliveries.

There are a wide variety of courier/messenger services, and other direct and indirect competitors in the Los Angeles and other areas where Scoobeez conducts its business. Scoobeez pricing and delivery time-frames are very competitive against top competitors.

Mining Investment

In September, 2015, the Company decided not to engage in the exploration, discovery and production of precious and semi-precious metals and metal properties. The Company rescinded its option agreement on its Aztlan 8 B mining claim in Nayarit, Mexico. The Company is no longer involved in any mining activities at this point.

7) Describe the Issuer's Facilities

Beginning June, 2015, the Company has been renting a suite at 225 S Lake Ave, Suite 300, Pasadena, CA 91101 ("Pasadena Office"). Scoobeez operates its business from 640 Irving Avenue, Glendale, CA 91201 ("Glendale Office") with monthly rent of $2,199. The management determined that such cost is nominal and has included the rent expense under General and Administrative expense in its financial statements. The Company intends to move and consolidate its Southern California offices in Montrose, California (Montrose Office) by first quarter of 2016. The Company has signed a lease to buy agreement, and has received an advanced payment of $120,000 from the landowner for leasehold improvements. This has been recorded as Advances, related party under current liabilities and will be transferred as leasehold improvements when renovation and rebuilding of the Montrose Office is completed.

We believe that these properties are adequate for our current and immediately foreseeable operating needs. We do not have any policies regarding investments in real estate, securities of other forms of property.

8) Officers, Directors, and Control Persons

A. Names of Officers, Directors, and Control Persons.

A1. **Shahan Ohanessian, President, Chairman, Director of ABT Mining Co.**

A business history of Mr. Ohanessian follows:

With more than 25 years of marketing experience at several software and business development companies, Mr. Ohanessian leads the Company with strong marketing, management and organizational skills.

Prior to joining ABT, Mr. Ohanessian lead one of the first online claims management companies in 2001. The start-up company started in one location in Southern California and grew to nationwide offices managing more than 4,000 vendors and handling 1000's of claim. Mr. Ohanessian also led online video streaming and encoding companies from start up to huge revenue.

Mr. Ohanessian studied computer science and engineering at University of Southern California (USC).

1. Full name; Shahan Ohanessian

2. Business address; 225 S Lake Ave, Suite 300, Pasadena, CA 91101 ("Pasadena Office"), and 640 Irving Avenue, Glendale, CA 91201 ("Glendale Office").

3. Employment history (which must list all previous employers for the past 5 years, positions held, responsibilities and employment dates); See Bio

4. Board memberships and other affiliations; None.

5. Compensation by the issuer; $15,000 per month, effective July 1, 2015.

6. Number and class of the issuer's securities beneficially owned by each such person. 150,000,000 Common Shares or 98.38% of issued and outstanding, 18,400,000 Series A Preferred Stock or 92.00% of issued and outstanding.

A2. **Imran Firoz, CFO, Director of ABT Mining Co.**

A business history of Mr. Firoz follows:

Mr. Firoz worked as the President, CEO and Director of the Company from December, Dec 2011 to May, 2015. Effective May, 2015, Mr. Firoz is the CFO and Director of the Company. Firoz has a proven track record in the areas of investment banking, strategic planning & corporate development, M&A, financial restructuring and risk management. He has been responsible for guiding due diligence efforts, implementing financial controls, putting in practice compliance guidelines and planning disaster recovery strategy in early stage and growth companies.

From February 2014 to date, Mr. Firoz is a Managing Director of Match-Trade Technologies L.L.C, a financial technology company. From February 2011 to December 2011, Mr. Firoz worked as an interim CEO/CFO of XnE, Inc. From July 2007 to date, Mr. Firoz is a Managing Partner of Marque 3 LLC, a management consulting company based in Pasadena, California, where he has served as a management consultant/adviser to senior executives of several companies.

Mr. Firoz was the Chief Financial Officer of Master Capital Group Corp. from November 2004 until May 2007 where he provided financial oversight to accounting & finance department of the company and advised the Board of Directors on financial implications of business activities.

In January 2002, Mr. Firoz served on numerous transactions including as a key member of lead M&A advisory team with National Bank Financial (NBF, Canada) on the $10 billion three-way mega gold merger of Newmont-Normandy-Franco-Nevada and during the same period he was a member of NBF's investment banking team that advised Treasurer of Hydro One on the restructuring and sale of Ontario Electricity Financial Corporation debt of $2.9 billion in the Canadian public debt markets.

Mr. Firoz started his career as a Chemical Engineer with Tata Chemicals Limited in December 1994 until September 1997, where he led several cross functional teams to manage commissioning activities, plant operations and other technical projects for Ammonia Plant. From October 1997 to July 1999, Mr. Firoz worked as a Senior Process Engineer with Saudi Methanol Company, a subsidiary of Saudi Basic Industries Corporation (SABIC) where he was responsible for technical services and making improvement in plant safety management.

Mr. Firoz received his MBA in April 2001 from Richard Ivey School of Business, University of Western Ontario, Canada and graduated in July 1993 with Bachelor of Engineering (Chemical) from Aligarh University, India. Mr. Firoz is a Certified Financial Risk Manager from Global Association of Risk Professionals (GARP), New Jersey since January 2003. Mr. Firoz is 43 years old.

1. Full name; Imran Firoz

2. Business address; 225 S Lake Avenue, Suite 300, Pasadena, CA 91101

3. Employment history (which must list all previous employers for the past 5 years, positions held, responsibilities and employment dates); See Bio

4. Board memberships and other affiliations; Financial Risk Manager (FRM), Global Association of Risk Professionals (GARP).

5. Compensation by the issuer; $15,000 per month, effective July 1, 2015.

6. Number and class of the issuer's securities beneficially owned by each such person. 282,609 Common Shares or 0.19% of issued and outstanding, 1,600,000 Series A Preferred Stock or 8.00% of issued and outstanding.

B. Legal/Disciplinary History. Please identify whether any of the foregoing persons have, in the last five years, been the subject of:

B1: Shahan Ohanessian

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses); **None**

2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities; **None**

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities

regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; **None** or

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred suspended or otherwise limited such person's involvement in any type of business or securities activities. **None**

B2: Imran Firoz

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses); **None**

2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities; **None**

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; **None** or

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred suspended or otherwise limited such person's involvement in any type of business or securities activities. **None**

C. Beneficial Shareholders. Provide a list of the name, address and shareholdings or the percentage of shares owned by all persons beneficially owning more than ten percent (10%) of any class of the issuer's equity securities. If any of the beneficial shareholders are corporate shareholders, provide the name and address of the person(s) owning or controlling such corporate shareholders and the resident agents of the corporate shareholders.

Name & Address [(1)]	**Number of Shares Beneficially Owned**	**Class**	**Percentage of Class** [(2)]
Shahan Ohanessian, President	150,000,000	Common	98.38%
Imran Firoz, CFO	282,609	Common	00.18%
All Directors & Officers	150,282,609	Common	97.04%

[(1)] Unless noted otherwise, the address for all persons listed is c/o the Company at 225 S Lake Avenue, Suite 300, Pasadena, CA 91101

[(2)] The above percentages are based on 154,576,234 shares of common stock outstanding as of September 30, 2015.

Name & Address [(3)]	**Number of Shares Beneficially Owned**	**Class**	**Percentage of Class** [(4)]
Shahan Ohanessian, President	18,400,000	Preferred	92.00%
Imran Firoz, CFO	1,600,000	Preferred	8.00%
All Directors & Officers	20,000,000	Preferred	100.00%

[(3)] Unless noted otherwise, the address for all persons listed is c/o the Company at 225 S Lake Avenue, Suite 300, Pasadena, CA 91101

[(4)] The above percentages are based on 20,000,000 shares of Series A preferred stock outstanding as of September 30, 2015.

9) Third Party Providers

Legal Counsel	Accountant or Auditor	Investor Relations Consultant
Ken Bart Bart and Associates, LLC 1357 S. Quintero Way Aurora, CO 80017 Phone: +720 226.7511 Email: kbart@kennethbartesq.com	Philip Zhang, CPA, Ltd. The Accounting Experts philip@acctexperts.com 702-686-5268	N/A **Other Advisor** N/A

10) Issuer Certification

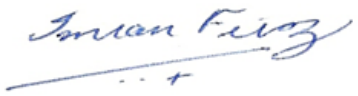
I, Imran Firoz, certify that:

1. I have reviewed this annual disclosure statement of ABT Holdings, Inc.;

2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and

3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Date: October 31, 2015



(IMRAN FIROZ)

Chief Financial Officer, Director

EXHIBIT A – MATERIAL CONTRACTS

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement") is made and entered into as of August 24, 2015 by and among ABT Holdings, Inc. formerly known as ABT Mining Co. Inc., an Idaho corporation (the "Company"), Benjamin Art and Grigori Sedrakyan (collectively known as the “Member Shareholders” or “Sellers”), individuals residing in Glendale, California.

WHEREAS, Member Shareholders, on a fully diluted basis, collectively and directly own 100% of all issued and outstanding equity and membership interests ("Company Shares") in following entities - Scoobeez, a California Corporation, Scoobur LLC, a California Limited Liability Company, I Scooter Rental LLC, a Nevada Corporation, and Scoobeez Global, Inc., an Idaho Corporation (collectively known as “Scoobeez”);

WHEREAS, Sellers desire to sell, and the Company desires to purchase, free and clear of any and all liens (as defined herein), an aggregate of 76.00% of Company Shares in Scoobeez (Schedule II) for an aggregate purchase price of $1,296,000 (Schedule I), as set forth herein; and

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, agreements and representations and warranties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE; CLOSING

Section 1.1 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, Sellers agree to sell, convey, assign, transfer and deliver to the Company, and the Company agrees to purchase from Sellers, 76.00% Company Shares (the "Purchased Shares") of Scoobeez, free and clear of any and all mortgages, pledges, encumbrances, liens, security interests, options, charges, claims, deeds of trust, deeds to secure debt, title retention agreements, rights of first refusal or offer, limitations on voting rights, proxies, voting agreements, limitations on transfer or other agreements or claims of any kind or nature whatsoever (collectively, "Liens"), in such amounts set forth on Schedule I hereto in respect of each Seller.

Section 1.2 Purchase Price. Upon the terms and subject to the conditions of this Agreement, in consideration of the aforesaid sale, conveyance, assignment, transfer and delivery to the Company of the Purchased Shares, the Company shall pay to Sellers, for an aggregate amount in two convertible notes of one million and two hundred thousand dollars ($1,200,000, the “Convertible Notes” or “Notes”, Schedule I) with the first Convertible Note to be issued to Benjamin Art for seven hundred and twenty thousand dollars ($720,000) and the second Convertible Note to be issued to Grigori Sedrakyan for four hundred and eighty thousand dollars ($480,000), and the third cash to Grigori Sedrakyan or his nominated assignee for sixty thousand dollars ($60,000) to be paid in 360 days as per the schedule within this document and thirty six thousand dollars ($36,000) in cash to Sellers for a total purchase price of one million three hundred and twenty thousand ($1,296,000). The parties hereto intend that, immediately following the Agreement, Scoobeez will be a regular subsidiary of the Company.

Section 1.3 Expenses. Except as expressly set forth in this Agreement, all fees and expenses incurred by each party hereto in connection with the matters contemplated by this Agreement shall be borne by the party incurring such fee or expense, including without limitation the fees and expenses of any investment banks, attorneys, accountants or other experts or advisors retained by such party.

Section 1.4 Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place on August 27, 2015 (the "Closing Date"), provided that the obligations of the

Sellers and the Company to consummate the transactions contemplated by this Agreement shall be conditioned upon there being no injunction or other order, judgment, law, regulation, decree or ruling or other legal restraint or prohibition having been issued, enacted or promulgated by a court or other governmental authority of competent jurisdiction that would have the effect of prohibiting or preventing the consummation of the transactions contemplated hereunder.

Section 1.5 Closing Delivery.

(a) At or prior to the Closing Date, in accordance with Section 1.1 hereof, each Seller shall deliver or cause to be delivered to the Company, at an address to be designated in writing by the Company, the certificates representing the Purchased Shares to be purchased on the Closing Date as set forth on Schedule I hereto in respect of each Seller, duly and validly endorsed or accompanied by stock powers duly and validly executed in blank and sufficient to convey to the Company good, valid and marketable title in and to such Purchased Shares, free and clear of any and all Liens.

(b) On the Closing Date, upon confirmation from the Company that all documents have been delivered in accordance with Section 1.1 and Section 1.5(a) hereof, the Company shall deliver or cause to be delivered to Sellers the cash amounts not later than thirty days from the date of this Agreement set forth on Schedule I hereto in respect of each Seller, by wire transfer of available funds to such accounts, on behalf of Sellers, has specified in writing prior to such Closing Date.

(c) Each party hereto further agrees to execute and deliver such other instruments as shall be reasonably requested by a party hereto to consummate the transactions contemplated by this Agreement.

ARTICLE II

COVENANTS

Section 2.1 Public Announcement; Public Filings.

(a) Upon execution of this Agreement, the Company shall issue a press release as shall be mutually agreed by the Company and Sellers. No party hereto nor any of its respective Affiliates shall issue any press release or make any public statement relating to the transactions contemplated hereby (including, without limitation, any statement to any governmental or regulatory agency or accrediting body) that is inconsistent with, or are otherwise contrary to, the statements in the press release.

(b) Promptly following the date hereof, Sellers shall cause to be filed with the relevant State and regulatory authorities an amendment to their most recent Statement of Information, and prior to filing will provide the Company and its counsel a reasonably opportunity to review and comment upon such amendment.

Section 2.2 Confidentiality. Sellers shall not disclose and shall maintain the confidentiality of (and shall cause their respective Affiliates, directors, officers and employees to not disclose and to maintain the confidentiality of) any non-public information which relates to the business, legal or financial affairs of the Company (the "Confidential Information"). Sellers shall use at least the same degree of care to safeguard and to prevent the disclosure, publication or dissemination of the Confidential Information as they respectively employ to avoid unauthorized disclosure, publication or dissemination of their own information of a similar nature, but in no case less than reasonable care. In the event that a Seller (or any Affiliate, director, officer or employee) is requested or required (by oral question, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Seller shall (a) notify the Company promptly so that the Company may seek a protective order or other appropriate remedy and (b) cooperate with the Company in any effort the Company undertakes to obtain a protective order or other remedy. In the event that no such protective

order or other remedy is obtained, the applicable party shall disclose to the person compelling disclosure only that portion of the Confidential Information which such party is advised by counsel is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment is accorded the Confidential Information so disclosed.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each of Sellers hereby makes, severally with respect to itself or himself only and not with respect to any other such party, the following representations and warranties to the Company:

Section 3.1 Existence; Authority. Such Seller, as applicable, is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Such Seller, as applicable, has all requisite competence, power and authority to execute and deliver this Agreement and the Amendment, to perform its or his obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby and has taken all necessary action to authorize the execution, delivery and performance of this Agreement and the Amendment.

Section 3.2 Enforceability. This Agreement has been duly and validly executed and delivered by such Seller, as applicable, and, upon its execution and delivery, the Amendment will be duly and validly executed and delivered by such party, and, assuming due and valid authorization, execution and delivery by the Company, this Agreement and the Amendment will constitute the legal, valid and binding obligations of such Seller, as applicable, enforceable against such person in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles.

Section 3.3 Ownership. Such Seller is the beneficial owner of the Purchased Shares set forth opposite its name on Schedule I hereto, free and clear of any and all Liens. Such Seller has full power and authority to transfer full legal ownership of its respective Purchased Shares to the Company, and such Seller is not required to obtain the approval of any person or governmental agency or organization to effect the sale of the Purchased Shares.

Section 3.4 Good Title Conveyed. All Purchased Shares sold by such Seller hereunder, shall be free and clear of any and all Liens and good, valid and marketable title to such Purchased Shares will effectively vest in the Company at the Closing.

Section 3.5 Absence of Litigation. There is no suit, action, investigation or proceeding pending or, to the knowledge of such Seller, as applicable, threatened against such party that could impair the ability of such Seller to perform its obligations hereunder or to consummate the transactions contemplated hereby.

Section 3.6 Other Acknowledgments.

(a) Each of Sellers hereby represents and acknowledges, severally with respect to itself or himself only and not with respect to any other such party, that it or he is a sophisticated investor and that it or he knows that the Company may have material Confidential Information concerning the Company and its condition (financial and otherwise), results of operations, businesses, properties, plans and prospects and that such information could be material to Sellers' decision to sell the Purchased Shares or otherwise materially adverse to Sellers' interests. Each of Sellers acknowledges and agrees, severally with respect to itself or himself only and not with respect to any other such party, that the Company shall have no obligation to disclose to it or him any such information and hereby waives and releases, to the fullest

extent permitted by law, any and all claims and causes of action it has or may have against the Company and their respective Affiliates, officers, directors, employees, agents and representatives based upon, relating to or arising out of nondisclosure of such information or the sale of the Purchased Shares hereunder.

(b) Each of Sellers further represents, severally with respect to itself or himself only and not with respect to any other such party, that it or he has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Purchased Shares and has, independently and without reliance upon the Company, made its or his own analysis and decision to sell the Purchased Shares. With respect to legal, tax, accounting, financial and other considerations involved in the transactions contemplated by this Agreement, including the sale of the Purchased Shares, such Seller, as applicable, is relying on the Company (or any agent or representative thereof). Such Seller, as applicable, has carefully considered and, to the extent it or he believes such discussion necessary, discussed with professional legal, tax, accounting, financial and other advisors the suitability of the transactions contemplated by this Agreement, including the sale of the Purchased Shares. Each of Sellers, acknowledges, severally with respect to itself or himself only and not with respect to any other such party, that none of the Company or any of their respective directors, officers, subsidiaries or Affiliates has made or makes any representations or warranties, whether express or implied, of any kind except as expressly set forth in this Agreement.

(c) Each of Sellers represents, severally with respect to itself only and not with respect to any other such party, that (1) the sale of the applicable Purchased Shares by such Seller (i) was privately negotiated in an independent transaction and (ii) does not violate any rules or regulations applicable to such Seller.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company makes the following representations and warranties to Sellers:

Section 4.1 Existence; Authority. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Idaho. The Company has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement.

Section 4.2 Enforceability. This Agreement has been duly and validly executed and delivered by the Company and, upon its execution and delivery, and, assuming due and valid authorization, execution and delivery by Sellers, this Agreement constitute the legal, valid and binding obligations of the Company, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles. The purchase of the Purchased Shares by the Company (i) was privately negotiated in an independent transaction and (ii) does not violate any rules or regulations applicable to the Company.

Section 4.3 Absence of Litigation. There is no suit, action, investigation or proceeding pending or, to the knowledge of the Company, threatened against such party that could impair the ability of the Company to perform its obligations hereunder or to consummate the transactions contemplated hereby.

ARTICLE V

MISCELLANEOUS

Section 5.1 Survival. Each of the representations, warranties, covenants, and agreements in this Agreement or pursuant hereto shall survive the Closing. Notwithstanding any knowledge of facts determined or determinable by any party by investigation, each party shall have the right to fully rely on the representations, warranties, covenants and agreements of the other parties contained in this Agreement or in any other documents or papers delivered in connection herewith. Each representation, warranty, covenant and agreement of the parties contained in this Agreement is independent of each other representation, warranty, covenant and agreement. Except as expressly set forth in this Agreement, no party has made any representation warranty, covenant or agreement.

Section 5.2 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given if so given) by hand delivery, cable, telecopy or mail (registered or certified, postage prepaid, return receipt requested) to the respective parties hereto addressed as follows:

If to the Company:

ABT Holdings, Inc.
225 S Lake Avenue, Suite 300,
Pasadena, CA 91101
Attention: Shahan Ohanessian
President and Secretary

If to any Seller, Benjamin Art and Grigori Sedrakyan

c/o Scoobeez
640 Irving Avenue,
Glendale, CA 91201

Section 5.3 Certain Definitions. As used in this Agreement, (a) the term "Affiliate" shall have the meaning set forth in Rule 12b-2 under the Securities Exchange Act of 1934, as amended, and shall include persons who become Affiliates of any person subsequent to the date hereof; and (b) the Company, and each Seller are referred to herein individually as a "party" and collectively as "parties."

Section 5.4 Specific Performance. The Company, on the one hand, and Sellers, on the other hand, acknowledge and agree that the other would be irreparably injured by a breach of this Agreement and that money damages are an inadequate remedy for an actual or threatened breach of this Agreement. Accordingly, the parties agree to the granting of specific performance of this Agreement and injunctive or other equitable relief as a remedy for any such breach or threatened breach, without proof of actual damages, and further agree to waive any requirement for the securing or posting of any bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity.

Section 5.5 No Waiver. Any waiver by any party hereto of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party hereto to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 5.6 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding. The parties agree that the court making any such determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of, delete specific words or phrases in, or replace any such invalid or unenforceable provision with one that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

Section 5.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that this Agreement (and any of the rights, interests or obligations of any party hereunder) may not be assigned by any party without the prior written consent of the other parties hereto (such consent not to be unreasonably withheld) except as set forth in Section 1.5(a). Any purported assignment of a party's rights under this Agreement in violation of the preceding sentence shall be null and void.

Section 5.8 Entire Agreement; Amendments. This Agreement (including any Schedules and Exhibits hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and, except as expressly set forth herein, is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder. This Agreement may be amended only by a written instrument duly executed by the parties hereto or their respective permitted successors or assigns.

Section 5.9 Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 5.10 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of Idaho, without giving effect to choice of law principles thereof that would cause the application of the laws of any other jurisdiction

Section 5.11 Submission to Jurisdiction. Each of the parties irrevocably submits to the exclusive jurisdiction and service and venue in any federal or state court sitting in the State of Idaho for the purposes of any action, suit or proceeding arising out of or with respect to this Agreement. Each of the parties irrevocably and unconditionally waives any objections to the laying of venue of any action, suit or proceeding relating to this Agreement in any federal or state court sitting in the State of Idaho, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY.

Section 5.12 Counterparts; Facsimile. This Agreement may be executed in counterparts, including by facsimile or PDF electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 5.13 Further Assurances. Upon the terms and subject to the conditions of this Agreement, each of the parties hereto agrees to execute such additional documents, to use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate or make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

Section 5.14 Interpretation. The parties acknowledge and agree that this Agreement has been negotiated at arm's length and among parties equally sophisticated and knowledgeable in the matters covered hereby. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived.

[SIGNATURE PAGES FOLLOW]

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

ABT Holdings, Inc. (formerly known as ABT Mining Co. Inc.)

By: _____
Name: Shahan Ohanessian
Title: President and Secretary

Seller of Purchased Shares of Scoobeez (Benjamin Art)

By: _____
Name: Benjamin Art
Title: Owner of Scoobeez

Seller of Purchased Shares of Scoobeez (Grigori Sedrakyan)

By: _____
Name: Grigori Sedrakyan
Title: Owner of Scoobeez

Schedule I

Payments to Sellers

Name of Seller	Issue Date	Convertible Note	Maturity Date
Benjamin Art	Closing Date	$720,000	1 year anniversary
Grigori Sedrakyan	Closing Date	$480,000	1 year anniversary
Grigori Sedrakyan or his Assignee	Closing Date	$60,000	365 days

I. Benjamin Art – Convertible Note, Face Value: $720,000

II. Grigori Sedrakyan – Convertible Note, Face Value: $480,000

III. Grigori Sedrakyan or his Assignee – Cash Consideration: $60,000

IV. Cash Consideration: The Company promises to pay to Scoobeez, a cash consideration of $36,000 no later than 30 days from the closing date of this Agreement. Sellers have the right to convert the Note into common stock of the Company equaling the face value of the after one year anniversary of this Agreement.

V. Conversion Rights: Further, The Holder shall have the right on or after 365 days from the date of this Note to convert all or any part of the outstanding and unpaid principal amount of this Note into fully paid and non- assessable shares of Common Stock, as such Common Stock exists on the Issue Date, or any shares of capital stock or other securities of the Borrower into which such Common Stock shall hereafter be changed or reclassified at the conversion price (the "Conversion Price") determined as provided herein (a "Conversion"); provided, however, that in no event shall the Holder be entitled to convert any portion of this Note in excess of that portion of this Note upon conversion of which the sum of (1) the number of shares of Common Stock beneficially owned by the Holder and its affiliates (other than shares of Common Stock which may be deemed beneficially owned through the ownership of the unconverted portion of the Notes or the unexercised or unconverted portion of any other security of the Borrower subject to a limitation on conversion or exercise analogous to the limitations contained herein) and (2) the number of shares of Common Stock issuable upon the conversion of the portion of this Note with respect to which the determination of this proviso is being made, would result in beneficial ownership by the Holder and its affiliates of more than 4.99% of the outstanding shares of Common Stock.

Schedule II

Share Structure after Issuance of Purchased Shares

Name of Seller	ABT's Shares and Ownership %	Benjamin's Shares and Ownership %	Grigori's Shares and Ownership %	Total
Scoobeez	76.00%	15.00%	9.00%	**100.00%**
Scoobur LLC	76.00%	15.00%	9.00%	**100.00%**
Scoobeez LLC	76.00%	15.00%	9.00%	**100.00%**
I Scooter Rental LLC	76.00%	15.00%	9.00%	**100.00%**
Scoobeez Global, Inc.	76.00%	15.00%	9.00%	**100.00%**

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into this May 27, 2015 **by and between**:

SHAHAN OHANESSIAN (referred to hereafter as "Seller"),

AND:

ABT MINING CO., INC. a Idaho corporation ("Buyer").

WHEREAS:

Buyer agrees to acquire under the terms specified herein the right, title, interest, and benefit of proprietary technology known as "AutoClaim App" from Seller, also known as Technology Rights; and

WHEREAS:

Buyer also agrees to acquire all powers and privileges of the AutoClaim App including but not limited to make, have made, use, or sell under patent law; to copy, adapt, distribute, display, and perform under copyright law; and to use and disclose under trade secret law, also known as Distribution Rights embodied in or comprising the AutoClaim App.; and

WHEREAS:

Buyer agrees to acquire the business model, all United States and foreign patents and patents application, all trade secrets, know-how, confidential or proprietary information, all trademarks, service marks and trade names, all market research and information, contact lists, marketing materials, business plans, notes, documents and other intellectual property rights and legal protections in every and all countries and jurisdictions owned or claimed by Seller, also known as Proprietary and Intellectual Property Rights.

NOW THEREFORE, the Parties agree to the following:

DEFINITIONS:

1. "**Business Day**" shall mean any calendar day (other than Saturday and Sunday) on which the banks in New York City, New York USA are open for and conducting business.

2. "**Reasonable Business Period**" shall mean that period of time necessary to complete any act or action that a reasonable person in the conduct of a commercial enterprise would require in the venue the act is required to be preformed, subject to unforeseen delays, TIME IS OF THE ESSENCE emphasized.

3. "**Due Diligence Period**" shall apply to the calendar period following the date that the Letter of Intent was fully executed by the parties hereto and concluding the day of the Closing.

4. "**Effective Date**" Shall mean the transaction contemplated herein shall be effective as of 12:01 a.m. on the date of Closing.

NOW, THEREFORE, in consideration of the acknowledgements, promises, mutual covenants herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1**. PURCHASE AND SALE.** Seller agrees to sell all their interest to Buyer, and Buyer agrees to purchase all the Seller's interest from Sellers subject to the terms and conditions contained herein, as follows:

(a) Buyer agrees to acquire under the terms specified herein the right, title, interest, and benefit of proprietary technology known as "AutoClaim App" from Seller, also known as Technology Rights; and

(b) Buyer also agrees to acquire all powers and privileges of the AutoClaim App including but not limited to make, have made, use, or sell under patent law; to copy, adapt, distribute, display, and perform under copyright law; and to use and disclose under trade secret law, also known as Distribution Rights embodied in or comprising the AutoClaim App.; and

(c) Buyer agrees to acquire the business model, all United States and foreign patents and patents application, all trade secrets, know-how, confidential or proprietary information, all trademarks, service marks and trade names, all market research and information, contact lists, marketing materials, business plans, notes, documents and other intellectual property rights and legal protections in every and all countries and jurisdictions owned or claimed by Seller, also known as Proprietary and Intellectual Property Rights.

Section 2**. PURCHASE PRICE.** Buyer agrees to pay to Seller the following for the Assets known collectively as AutoClaim App:

Buyer shall issue to Seller or his nominees Eighteen Million Four Hundred Thousand (18,400,000) shares of Series A Preferred Stock of Buyer with a 1 for 100 conversion and a 1 for 10,000 voting right representing 92% of the issued and outstanding Series A Preferred Stock.

Section 3**. CLOSING.**

3.1 **Date of Closing.** The closing of the transaction (the Closing) shall be held at Irvine, California or such other place as the parties may agree on or before May 27, 2015 subject to any extension by section 3.2 below. At the Closing, Sellers shall assign and transfer to Buyer evidence of owner ship in Seller, right and title to all assets, and all equity in Seller free and clear of all liens and encumbrances. Buyer shall provide all stock certificates in proper format subject to the terms of this agreement.

3.2 **Extension of Closing.** Notwithstanding the provisions of Section 3.1 to the contrary, Buyer shall be entitled to an extension of the Closing date of up to Fifteen (15) days.

3.3 **Effective Date Cooperation.** The parties acknowledge that from the date of the Letter of Intent through the Closing and after the Effective Date, cash may be received by one party but belong to another party and/or trade payables and receivables may be paid by one party yet be the responsibility of another party. The parties agree to cooperate, document on the running accounting statement any such monies, credits and /or debits, and give the non-receiving party notice, within fifteen (15) days, of receipt of any post Effective Date cash or accrual of any trade payables by a party for which payment is due to or from a party. Upon such reconciliation, either party owing money to another party shall pay the amount owed within fifteen (15) days of said reconciliation.

Section 4**. REPRESENTATIONS AND WARRANTIES OF SELLER**

In order to induce the Buyer to enter into this Agreement and the transactions contemplated hereby, Sellers, hereby represent and warrant to the Buyer as follows:

4.1 **Authority.** Sellers have full power and authority to enter into and perform their obligations under this Agreement. This Agreement constitutes, and all assignments, agreements and other instruments and documents to be executed and delivered by Sellers in connection with this Agreement will constitute, Seller's legal, valid and binding obligations, enforceable against Sellers in accordance with their respective terms.

4.2 **Ownership.** Seller is the true and lawful beneficial and record owner/managers of all of Seller and Seller has good and marketable title thereto, free and clear of claims, pledges, liens, security interests, charges or other encumbrances. Seller has full right and power and authority to sell, transfer and deliver title. Upon delivery of the Preferred and Common shares at Closing as contemplated in this Agreement, Seller will transfer to the Buyer valid and marketable title thereto.
4.3 **Financial Statements.** Other than as set forth and as disclosed herein Seller makes no representations regarding the financial conditions, business or affairs of Seller.

4.4 **No Subsidiaries.** Seller does not own, either directly or indirectly, or have any investment in, own, or otherwise control, any corporation or other entity, or is a party to any partnership agreement, joint venture, or similar agreement.

4.5 **Other Business Names.** Seller and their predecessors and any companies acquired by or merged into them have not used any other business names in the past calendar year.

4.6 **Sites.** Seller has complied in all material respects with all municipal, state and federal statutes, ordinances, rules and regulations applicable to its respective business, included but not limited to, zoning, building, environmental and occupational, safety and health regulations.

4.7 **Leases.** Seller is not in default under any lease or subject to obtaining neither necessary consent nor will they be in default as a result of the execution of this Agreement or closing of the transactions contemplated hereby.

4.8 **Tangible Personal Property.** Seller is not in default under any such equipment leases and is not aware of any fact which, with notice and/or passage of time, would constitute such a default.

4.9 **Intangible Personal Property.** Seller has not received written notice of any claims or demands with respect to items of intangible personal property, and to Seller's best knowledge, there are no claims or demands against Seller with respect to any of such items of intangible personal property. No proceedings have been instituted, or are pending against Seller, or to the knowledge of Seller, have been threatened against Seller to challenge the rights of Seller with respect to any such assets. Seller has not received written notice of any claims or demands relating to their right to use all trade names, trade secrets, or customer lists which they have used or which they are now using in connection with the business transacted by Seller. Seller has the unrestricted right to use, free from any rights or claims of others, all trade names, trade secrets, and customer lists which it has used or which it is now using in connection with its business.

4.10 **Assets and Inventory.** As of the Effective Date, Seller will have good and marketable title in and to all of its assets and inventory, which is or will be free and clear of any security interests, consignments, liens, judgments, encumbrances, restrictions, or claims of any kind, other than as expressly provided in this Agreement.

4.11 **Current Employees and Employment Practices.** Seller represents that all employees of Seller are employees at will. No employment discrimination or unfair labor practice, charge or complaint against Seller has been filed, nor to the knowledge of Seller, is threatened to be filed with any court, agency or other entity having jurisdiction over Seller. To the knowledge of Seller, Seller has not been threatened by any former employee with any suit alleging wrongful termination or other discriminatory wrongful or tortuous conduct in connection with the employment relationship. None of the employees of Seller are represented by any labor organization or to the knowledge of Seller is there currently any union organizing activities with respect to such employees, nor has there been any such organizing activity within the past one (1) year. Seller has not engaged in any collective bargaining or similar agreement with any labor organization.

4.12 **Insurance. Seller** shall deliver prior to closing original or copies of any and all insurance policies which Seller has in effect covering itself or its employees, officers or directors, inventory, and equipment. Seller has had general liability insurance policies in full force and effect from the date Seller was formed through the Effective Date as part of the coverage afforded under a policy written to Seller.

4.13 **Compliance with Applicable Laws.** Seller represents that Seller is in compliance in all material respects with all federal, state, county, municipal, and governmental agency, laws, ordinances, rules, regulations, judgments, orders or decrees applicable to the conduct of its business or to the assets owned, used, or occupied by Seller, and have not received notice or advice to the contrary. Neither this Agreement nor the consummation of the transactions contemplated herein will (a) violate an order, writ, injunction, statute, rule or regulation applicable to Seller or (b) require the consent, approval, authorization or permission of or the filing with or the notification of any federal, state, local or foreign government agency except that necessary to comply with the laws rules and regulations of the State of Arizona, and the United States.

4.14 **Environmental Compliance.**

Seller represents that:

(a)Seller is not in violation of any federal, state or local laws, statutes, codes, ordinances, rules, regulations, permits or orders relating to or addressing the environment, heath, waste or safety (collectively, "Environmental Laws"), which shall include, but not be limited to, the use, handling or disposal of the record keeping, notification and recording requirements respecting any pollutant, hazardous substance, radioactive substance, toxic substance, solid waste, hazardous waste, medical waste, radioactive waste, special waste, petroleum or petroleum derived substance or waste, asbestos, or any hazardous or toxic constituent thereof (collectively "Hazardous Substance") or work place or worker safety and health, nor have they received any written notices alleging that they are in violation of any such Environmental Laws; nor are they subject to any administrative or judicial proceeding alleging any violation of any such Environmental Laws, federal, state or local laws, statutes, codes, ordinances, rules, regulations, permits relating to the environment, health, medical waste or safety.

(b) There is no pending lawsuit or administrative proceeding or, to Seller's knowledge, threatened claim alleging that Seller is liable under any Environmental Law, including, without limitation, any Environmental Law related to the on-site or off-site disposal of Hazardous Substances. Seller has not received written notice from any person, including but not limited to any federal, state, or local governmental agency, alleging that Seller is liable under any applicable Environmental Law, including without limitation, any Environmental Law, related to the on-site or off-site disposal of Hazardous Substances.

(c) To Seller's knowledge, there have been no releases, spills or discharges of Hazardous Substances on or underneath any of the real property leased by Seller which are the responsibility of Seller, and Seller has not disposed of Hazardous Substances on, at or under such properties.

4.15 **Taxes.** Seller represents that no assessments or additional tax liabilities (including all federal, state and local taxes, charges, penalties and interest) have been proposed or to the best of Sellers knowledge threatened against Seller or any of its assets, and Seller has not executed any waiver of the statute of limitations on the assessment or collection of such tax liabilities. There are no federal, state or local tax liens upon any of Seller assets other than inchoate liens for taxes not yet due and payable. There is no pending, to the Sellers knowledge, threatened audits against Seller. All current tax returns for Seller have been timely filed and are complete and accurate. All returns, declarations, reports, estimates, information returns and statements ("Returns") required to be filed under any federal, state, local or foreign authority by Sellers have been filed and were in all material respects (and, as to Returns not yet due and filed on the date hereof, will be) true, complete, correct and filed on a timely basis. All taxes due and owing, or required to be withheld or collected by Sellers have been fully paid. Seller has adequate reserves to pay all taxes not yet due, including any taxes resulting from the transactions contemplated hereunder.

Except as may be required by the Internal Revenue Service (or state taxing authority) to clearly reflect the income or loss of Seller or any members of its consolidated group, Seller will not take any action or fail to take any action that could have the effect of reducing the amount of any net operating loss or other tax attribute attributable to Seller pursuant to the Code or any similar law of any other taxing jurisdiction, including, without limitation, the filing of any amended return or the reattribution of any net operating losses or similar items from Seller, or any affiliate of Seller.

4.16 **Litigation**. Seller represents that there are no actions, suits or proceedings pending or to their knowledge threatened against Seller which materially affect the ability of Seller to perform under this Agreement.

Section 5**. LIMITATIONS ON REPRESENTATIONS AND WARRANTIES.**

5.1 **Limitations on Representations and Warranties.** The Seller shall not be deemed to have made to Buyer any representation or warranty other than those expressly made by the Seller hereof. Without limiting the generality of the foregoing, and notwithstanding any otherwise express representations and warranties made by the Seller hereof, Seller makes no representation or warranty to Buyer with respect to:

(a) any projections, estimates, or budgets heretofore delivered to or made available to Buyer of future revenues, expenses or expenditures or future results of operations; or

(b) except as expressly covered by a representation and warranty contained in Sellers Representations hereof, any other information of documents (financial or otherwise) made available to Buyer or its counsel, accountants or advisors with respect to Seller; notwithstanding the foregoing, the Sellers shall be liable if Sellers has knowingly furnished any other information or documents to Buyer which is materially incomplete or materially false.

5.2 **Due Diligence Investigation.** Buyer acknowledges that:

(a) Buyer will and does have the opportunity to visit with Seller and meet with the managing representatives of Seller to discuss the business and the assets, liabilities, financial condition, cash flow and operations of the business; and all materials and information requested by Buyer shall be provided to Buyer to Buyers reasonable satisfaction.

(b) Buyer acknowledges that it will make its own independent examination, investigation, analysis and evaluation of Seller. The Seller acknowledges that the Buyer will have full and complete access to all of the books, records and assets of Seller and the opportunity to personally inspect the assets, operations and talk with the personnel employed by Seller to the extent it has desired to do so with respect to this transaction.

(c) Buyer acknowledges that it will undertaken such due diligence, as time is of the essence, (including but not limited to a review of the assets, liabilities, books, records and contracts of Seller) as Buyer deems adequate, including that described above.

Section 6**. REPRESENTATIONS AND WARRANTIES OF BUYER**

In order to induce the Seller to enter into this Agreement and the transactions contemplated hereby, Buyer hereby represents and warrants to Seller as follows:

6.1 **Company Organization and Authority.** Buyer is a corporation formed under the State of Idaho and has full power and authority to conduct Buyer's business as now conducted and to enter into and perform Buyer's obligations under this Agreement. This Agreement constitutes, and all agreements and other instruments and documents to be executed and delivered by Buyer will constitute, Buyer's legal, valid law binding obligations, enforceable against Buyer in accordance with their respective terms.

Buyer, by Buyer's authorized representative's signature in whom authority rest to bind the Buyer hereto, has authorized the execution and delivery of this Agreement, the documents of transfer and assignment contemplated hereby and the consummation of all the transactions contemplated herein and the performance of all obligations of Buyer pursuant to this Agreement.

Section 7. **COVENANTS AND AGREEMENTS OF SELLERS AND BUYER**

7.1 **Accounting; Cooperation of Parties.** Buyer will assist Seller in the production of information for the preparation of financial statements and tax returns of Buyer that may become due of for which a taxing authority requires information with respect to this transaction.

Section 8**. DELIVERIES OF SELLER AT CLOSING**

The Seller shall deliver the following at the Closing:

8.1 **Evidence of Ownership.** Seller will deliver to the Buyer duly endorsed documents transferring ownership with respect to title of assets of Seller.

8.2 **Consents and Approvals**. Seller shall have obtained all consents and approvals required for the transfer of such ownership to the Buyer.

8.3 **Sellers Documents.** The Seller shall have caused to be delivered to Buyer, at or before Closing, the following:

(a) A list of all assets owned by Seller along with intellectual property owned by Seller being delivered to Buyer.

8.4 **Other Assurances.** The Seller shall have delivered to the Buyer such other and further certificates, assurances and documents as Buyer may reasonably request in order to evidence the accuracy of the representations and warranties made pursuant to Seller's Representations, the performance of covenants

and agreements to be performed by Sellers at or prior to the Closing, and the fulfillment of the conditions to Buyer's obligation.

Section 9**. DELIVERIES OF BUYER AT CLOSING**

The Buyer shall deliver the following at Closing:

9.1 **Issuance of Stock Certificates.** The Buyer shall issue the Preferred A and Common Stock Certificates as payment of the Purchase Price in the manner described in this Agreement.

9.2 **Resolution of Board of Directors**. Buyer shall deliver to the Seller the Agreed Board of Directors Resolution authorizing the acquisition of Sellers Assets and the appointment of Seller's nominees to the Board of Directors of Buyer.

9.3 **Execution of Convertible Notes**. The Buyer shall execute the Convertible Promissory Note in favor of Seller.

9.2 **Other Assurances.** The Buyer shall have delivered to the Seller such other and further certificates, assurances and documents as Sellersmay reasonably request in order to evidence the accuracy of the representations and warranties made pursuant to Buyers Representations, and, the performance of covenants and agreements to be performed by Buyer at or prior to the Closing, and the fulfillment of the conditions to Seller's obligations.

Section 10. **INDEMNIFICATION**

In addition to the indemnities included elsewhere in this Agreement, the parties hereto agree to indemnify and hold each other harmless as follows:

10.1 **Indemnification by Seller.** The Seller agrees to indemnify and hold the Buyer harmless at all times after the date of this Agreement from, against and in respect of:

(a) Any and all loss, liability, damage or deficiency resulting from any misrepresentation, breach of warranty or non-fulfillment of any covenants or agreements on the part of the Sellers contained herein or in any certificate or document furnished by the Sellers pursuant hereto and any loss or damage resulting from any claims, litigations, actions, suits, proceedings, judgments, counsel fees, costs and expenses incident to such misrepresentation, breach or non-fulfillment.

10.2 **Indemnification by the Buyer.** The Buyer agrees to indemnify and hold the Sellers harmless at all times after the date of this Agreement from and against any and all loss, liability, damage or deficiency resulting from (i) any misrepresentation, breach of warranty or non-fulfillment of any covenants or agreements on the part of the Buyer contained herein or in any certificate or document furnished by the Buyer pursuant hereto and any loss or damage resulting from any claims, litigation, actions, suits, proceedings, judgments, counsel fees, costs and expenses incident to such misrepresentations, breach or non-fulfillment; and (ii) all liabilities arising out of or in connection with the operation of Seller after the Effective Date.

10.3 **Third Party Claims.** Should any claim be made by a person not a party to this Agreement with respect to any matter to which the foregoing indemnity relates, the party against whom such claim is asserted (the "Indemnified Party") within a reasonable period of time, shall give written notice to the other party (the "Indemnifying Party") of any such claim, and the Indemnifying Party shall thereafter defend or settle any such claim, at its sole expense, on its own behalf and with counsel of its selection. In such defense

or settlement of any claims, the Indemnified Party shall cooperate with the Indemnifying Party to the maximum extent reasonably possible. Any payment resulting from such defense or settlement, together with the total expense thereof, shall be binding on Sellers and Buyer for the purpose of this paragraph.

10.4 **Settlement**. Notwithstanding **t**he foregoing, should any claim be made by a person not a party to this Agreement with respect to any matter to which the foregoing indemnity relates, the Indemnified Party, on not less than thirty (30) days' notice to the Indemnifying Party, may make settlement of such claim, and such settlement shall be binding on the Indemnifying Party and the Indemnified Party for the purpose of third party claims; provided, however, that if within said thirty (30) day period the Indemnifying Party shall have requested the Indemnified Party not to settle such claim and to deny such claim at the expense of the Indemnifying Party, the Indemnified Party will promptly comply and the Indemnifying Party shall have the right to defense on its own behalf with counsel of its selection. Any payment or settlement resulting from such claim, together with the total expense thereof, shall be binding on Seller and Purchaser for the purpose of this paragraph.

10.5 **Mediation.** In the event of any claim or dispute between the parties arising out of this Agreement, the parties agree to resolve any such dispute or disagreement by submitting such dispute first to mediation pursuant to the following procedures:

The parties shall mediate any dispute or disagreement upon the written demand of any party with a mediator chosen by mutual agreement of all parties in disagreement, pursuant to the following terms and conditions. In the event the parties to the mediation are unable to agree on a mediator each party shall appoint one mediator and the two appointed mediators shall appoint a third.

(a) **Best Efforts.** The parties agree to use their best efforts to resolve their dispute by mediation before proceeding to other means.

(c) **Fess and Costs.** The fees and costs of the mediation shall conform to the then current fee schedule of AMA. Fees and costs of the mediation shall be borne equally by Purchaser and the Seller and each party shall pay its own professional fees and costs regardless of the mediation decision.

Section 11**. FURTHER ASSURANCES; ACCESS AND INFORMATION; CONDITIONS PRECEDENT**

11.1 **Further Assurances.** The Seller and Buyer all hereby covenant and agree that at any time and from time to time they will promptly execute and deliver to the others such further instruments and documents and take such further action as the parties may from time to time reasonably request in order to further carry out the intent and purpose of this Agreement. Sellers and Buyer agree to execute and complete any and all Exhibits and supply any and all documentation necessary to complete the Agreement on or before Closing Date of this Agreement. Buyer and Seller agree to cooperate in the filing of applications, permits, forms, licenses, governing authority approvals, SEC filings, and any other documentation otherwise necessary to meet the Parties obligations under this Agreement and specifically the first sentence of this paragraph**.**

11.2 **Access and Information.** Buyer and its agents, attorneys, accountants and representatives have had full access to the respective properties, affairs, books, records, contracts and documents of Seller, including, without limitation, all contracts, leases, evidence of indebtedness and audit work papers of the internal auditors of the respective businesses, as Buyer has reasonably requested. Until the Closing, Buyer shall not disclose and shall cause its agents, attorneys, accountants and representatives not to disclose to any other party any confidential data or information secured, and, if the Closing does not occur as herein provided, Buyer will promptly return at Buyer's expense, all books, records and other documents and papers obtained and all copies thereof.

11.3 **Conditions Precedent.** The obligations of the Sellers and Buyer to consummate the transactions contemplated by this Agreement are subject to the following conditions precedent:

(a) Approval of the material terms of this Agreement by the Board of Directors of Buyer;

(b) Any regulatory SEC or other state approval.

(c) In addition to the Certificates, Buyer has all operating authority, licenses, franchises, permits, certificates, consents, rights and privileges, as are necessary or appropriate to the operation of its business as now conducted and proposed to be conducted and which the failure to possess would have a material adverse effect on the assets, operations or financial condition of Quintessence.

(d) It is mutually and collectively agreed between all parties to this Agreement that;

(1) Any measure of lapse, interruption, and or impairments of any Licenses, material trademark, service mark, copyright, trade name, or any application with respect thereto, and any paragraph of this Agreement, may at the discretion of the Buyer constitute a suspension and or termination of this entire Agreement.

(2) The parties hereto agree that the suspension and or termination of this Agreement is subject to the free will, and or right, and or obligation of either Sellers, Buyer to cure any and all lapse, interruption, and or impairments within a "reasonable business period." This Agreement will be acknowledged as suspended, and not terminated, upon notice to all parties by the party intended to cure, together with any overt act to cure. Such notice to cure and lapse of time will constitute an adjustment of any time or calendar date period accordingly. Such notice constitutes the beginning of the "Reasonable Business Period".

(3) Anything herein or elsewhere in this Agreement to the contrary and or notwithstanding, a failure to cure in the "Reasonable Business Period", terminates this agreement at the option of the Buyer by operation of this section and clause, without further acts except that of notice, of any kind, to any party of this Agreement, and thereupon by operation of this paragraph terminated without future or past obligations or liability of any party.

Section 12**. NATURE AND SURVIVAL OF REPRESENTATIONS**

12.1 All representations, warranties, and agreements made by the Sellers in this Agreement, except as otherwise expressly stated, and shall survive the Closing and any investigation at any time made by or on behalf of the Sellers as follows:

(1) The representations, warranties and covenants contained in Sections 4.1 and 4.2 hereof shall survive forever;

(2) The representations, warranties, and covenants contained in Section 4.16 hereof shall survive for a period of six (6) months following the expiration of the relevant statue of limitations;

(3) The representations, warranties and covenants relating to all liabilities retained by Sellers or not specifically assumed by Buyer shall survive forever; and

(4) All other representations, warranties and covenants made hereunder by Sellers shall be effective for a period of twelve (12) calendar months following the Effective Date. Within said twelve calendar month period, Buyer must provide written notice to the Sellers of the breach of any representation, warranty or covenant, pursuant to which Buyer asserts a claim stating with particularity all material facts then known to Purchaser relating to such claim.

Section 13**. MISCELLANEOUS**

13.1 **THIRD PARTY BENEFICIARY.** Sellers and or Buyer, and or its successors and assigns are intended to be direct third-party beneficiaries of the covenants contained in this Agreement and may enforce the same in their own respective names, as applicable.

13.2 **NOTICES; ADDRESSES.** All notices, requests, demands, and other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid, addressed as follows:

To Sellers: Shahan Ohanessian – 225 S Lake Avenue, Suite 300 - Pasadena, CA 91101

To Buyer: ABOT Mining Co. – 301 Simplicity Avenue – Irvine, CA 92620

13.3 **Expenses.** Except as otherwise provided herein, the parties hereto shall pay all of their own expenses relating to the transactions contemplated herein this Agreement of which shall include, without limitations, the fees and expenses of their respective legal counsel and financial advisors.

13.4 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.5 **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13.6 **Assigns/Assignments.** This Agreement shall be binding upon and inure to the benefit of the parties hereto any and all successors, assigns, or other successors in interest of the Buyer, AS and the Sellers.

13.7 **Public Announcement.** No party will make any public announcements with respect to this transaction without the approval of the other parties, except as otherwise required by law, and SEC Rules and Regulations.

13.8 **Confidentiality.** Except to the extent the parties agree or are required by law to make information public, the parties agree to keep the terms of this Agreement confidential and not to disclose the contents of this Agreement to any party other than employees of a party who agree to maintain such confidentiality and the professional advisors and representatives of the parties.

13.9 **Remedies.** In the event that any party defaults or fails to perform any of the conditions or obligations of such party under this Agreement or any other agreement, document or instrument executed in connection with this Agreement, or in the event that any such party's representations or warranties contained herein or in any such other agreement, document or instrument are not true and correct as of the date hereof and as of the Closing, the other parties shall be entitled to exercise any and all rights and remedies available to them by or pursuant to this Agreement or at law or in equity, including specific performance.

13.10 **Captions.** The captions and headlines set forth in this Agreement are for convenience of reference only and shall not be constructed as part of this Agreement.

13.11 **Merger Clause.** This Agreement contains the final, complete and exclusive statement of the agreement between the parties with respect to the transactions contemplated herein and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are merged herein.

13.12 **Amendments.** No change, amendment, qualification or cancellation hereof shall be effective unless in writing and executed by all of the parties hereto by their duly authorized officers.

13.13 **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California.

13.14 **Force Majeure**. Neither party hereto shall be responsible for damages caused by the delay or failure to perform in whole or in part hereunder or noncompliance with any of the terms hereof when such delay, failure or noncompliance is caused by or results from acts of God, earthquakes, fires, floods, perils of sea, wars (declared or undeclared), terrorist acts, strikes, riots or any other causes beyond the control of the party who is in default or who is unable to comply with the terms of this Agreement, whether or not similar to those enumerated.

13.15 **Pronouns.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties require.

IN WITNESS WHEREOF, Sellers and Buyer have executed this Agreement the day and year first above written.

Shahan Ohanessian
("Seller")

/s/ Shahan Ohanessian
By: _____
Shahan Ohanessian

For ABT Mining Co., Inc.
("Buyer")

/s/ Imran Firoz
By: _____
Imran Firoz
President

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into this May 27, 2015 **by and between**:

SHAHAN OHANESSIAN (referred to hereafter as "Seller"),

AND:

ABT MINING CO., INC. a Idaho corporation ("Buyer").

WHEREAS:

Buyer agrees to acquire under the terms specified herein the right, title, interest, and benefit of proprietary technology known as "AutoClaim Domain" from Seller, also known as Technology Rights; and

WHEREAS:

Buyer also agrees to acquire all powers and privileges of the AutoClaim Domain including but not limited to make, have made, use, or sell under patent law; to copy, adapt, distribute, display, and perform under copyright law; and to use and disclose under trade secret law, also known as Distribution Rights embodied in or comprising the AutoClaim Domain.; and

WHEREAS:

Buyer agrees to acquire the business model, all United States and foreign patents and patents application, all trade secrets, know-how, confidential or proprietary information, all trademarks, service marks and trade names, all market research and information, contact lists, marketing materials, business plans, notes, documents and other intellectual property rights and legal protections in every and all countries and jurisdictions owned or claimed by Seller, also known as Proprietary and Intellectual Property Rights.

NOW THEREFORE, the Parties agree to the following:

DEFINITIONS:

1. "**Business Day**" shall mean any calendar day (other than Saturday and Sunday) on which the banks in New York City, New York USA are open for and conducting business.

2. "**Reasonable Business Period**" shall mean that period of time necessary to complete any act or action that a reasonable person in the conduct of a commercial enterprise would require in the venue the act is required to be preformed, subject to unforeseen delays, TIME IS OF THE ESSENCE emphasized.

3. "**Due Diligence Period**" shall apply to the calendar period following the date that the Letter of Intent was fully executed by the parties hereto and concluding the day of the Closing.

4. "**Effective Date**" Shall mean the transaction contemplated herein shall be effective as of 12:01 a.m. on the date of Closing.

NOW, THEREFORE, in consideration of the acknowledgements, promises, mutual covenants herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. **PURCHASE AND SALE.** Seller agrees to sell all their interest to Buyer, and Buyer agrees to purchase all the Seller's interest from Sellers subject to the terms and conditions contained herein, as follows:

(a) Buyer agrees to acquire under the terms specified herein the right, title, interest, and benefit of proprietary technology known as "AutoClaim Domain" from Seller, also known as AutoClaim Domain Rights; and

(b) Buyer also agrees to acquire all powers and privileges of the AutoClaim Domain including but not limited to make, have made, use, or sell under patent law; to copy, adapt, distribute, display, and perform under copyright law; and to use and disclose under trade secret law, also known as Distribution Rights embodied in or comprising the AutoClaim Domain.; and

(c) Buyer agrees to acquire the business model, all United States and foreign patents and patents application, all trade secrets, know-how, confidential or proprietary information, all trademarks, service marks and trade names, all market research and information, contact lists, marketing materials, business plans, notes, documents and other intellectual property rights and legal protections in every and all countries and jurisdictions owned or claimed by Seller, also known as Proprietary and Intellectual Property Rights.

Section 2. **PURCHASE PRICE.** Buyer agrees to pay to Seller the following for the Assets known collectively as AutoClaim Domain:

Buyer shall issue an additional 150,000,000 shares of Buyer's common stock to Seller and/or his nominees.

Buyer shall pay Seller a total of Five Hundred Thousand Dollars ($500,000.00) which shall be in the form of a Convertible Promissory Note for the Domain name known as www.autoclaim.com. Upon payment in full of the $500,000.00 Seller shall convey to Buyer the right and title to the www.autoclaim.com domain name.

Section 3. **CLOSING.**

3.1 **Date of Closing.** The closing of the transaction (the Closing) shall be held at Irvine, California or such other place as the parties may agree on or before May 27, 2015 subject to any extension by section 3.2 below. At the Closing, Sellers shall assign and transfer to Buyer evidence of owner ship in Seller, right and title to all assets, and all equity in Seller free and clear of all liens and encumbrances. Buyer shall provide all stock certificates in proper format subject to the terms of this agreement.

3.2 **Extension of Closing.** Notwithstanding the provisions of Section 3.1 to the contrary, Buyer shall be entitled to an extension of the Closing date of up to Fifteen (15) days.

3.3 **Effective Date Cooperation.** The parties acknowledge that from the date of the Letter of Intent through the Closing and after the Effective Date, cash may be received by one party but belong to another party and/or trade payables and receivables may be paid by one party yet be the responsibility of another party. The parties agree to cooperate, document on the running accounting statement any such monies, credits and /or debits, and give the non-receiving party notice, within fifteen (15) days, of receipt of any post Effective Date cash or accrual of any trade payables by a party for which payment is due to or from a party. Upon such reconciliation, either party owing money to another party shall pay the amount owed within fifteen (15) days of said reconciliation.

Section 4**. REPRESENTATIONS AND WARRANTIES OF SELLER**

In order to induce the Buyer to enter into this Agreement and the transactions contemplated hereby, Sellers, hereby represent and warrant to the Buyer as follows:

4.1 **Authority.** Sellers have full power and authority to enter into and perform their obligations under this Agreement. This Agreement constitutes, and all assignments, agreements and other instruments and documents to be executed and delivered by Sellers in connection with this Agreement will constitute, Seller's legal, valid and binding obligations, enforceable against Sellers in accordance with their respective terms.

4.2 **Ownership.** Seller is the true and lawful beneficial and record owner/managers of all of Seller and Seller has good and marketable title thereto, free and clear of claims, pledges, liens, security interests, charges or other encumbrances. Seller has full right and power and authority to sell, transfer and deliver title. Upon delivery of the Preferred and Common shares at Closing as contemplated in this Agreement, Seller will transfer to the Buyer valid and marketable title thereto.
4.3 **Financial Statements.** Other than as set forth and as disclosed herein Seller makes no representations regarding the financial conditions, business or affairs of Seller.

4.4 **No Subsidiaries.** Seller does not own, either directly or indirectly, or have any investment in, own, or otherwise control, any corporation or other entity, or is a party to any partnership agreement, joint venture, or similar agreement.

4.5 **Other Business Names.** Seller and their predecessors and any companies acquired by or merged into them have not used any other business names in the past calendar year.

4.6 **Sites.** Seller has complied in all material respects with all municipal, state and federal statutes, ordinances, rules and regulations applicable to its respective business, included but not limited to, zoning, building, environmental and occupational, safety and health regulations.

4.7 **Leases.** Seller is not in default under any lease or subject to obtaining neither necessary consent nor will they be in default as a result of the execution of this Agreement or closing of the transactions contemplated hereby.

4.8 **Tangible Personal Property.** Seller is not in default under any such equipment leases and is not aware of any fact which, with notice and/or passage of time, would constitute such a default.

4.9 **Intangible Personal Property.** Seller has not received written notice of any claims or demands with respect to items of intangible personal property, and to Seller's best knowledge, there are no claims or demands against Seller with respect to any of such items of intangible personal property. No proceedings have been instituted, or are pending against Seller, or to the knowledge of Seller, have been threatened against Seller to challenge the rights of Seller with respect to any such assets. Seller has not received written notice of any claims or demands relating to their right to use all trade names, trade secrets, or customer lists which they have used or which they are now using in connection with the business transacted by Seller. Seller has the unrestricted right to use, free from any rights or claims of others, all trade names, trade secrets, and customer lists which it has used or which it is now using in connection with its business.

4.10 **Assets and Inventory.** As of the Effective Date, Seller will have good and marketable title in and to all of its assets and inventory, which is or will be free and clear of any security interests, consignments, liens, judgments, encumbrances, restrictions, or claims of any kind, other than as expressly provided in this Agreement.

4.11 **Current Employees and Employment Practices.** Seller represents that all employees of Seller are employees at will. No employment discrimination or unfair labor practice, charge or complaint against Seller has been filed, nor to the knowledge of Seller, is threatened to be filed with any court, agency or other entity having jurisdiction over Seller. To the knowledge of Seller, Seller has not been threatened by any former employee with any suit alleging wrongful termination or other discriminatory wrongful or tortuous conduct in connection with the employment relationship. None of the employees of Seller are represented by any labor organization or to the knowledge of Seller is there currently any union organizing activities with respect to such employees, nor has there been any such organizing activity within the past one (1) year. Seller has not engaged in any collective bargaining or similar agreement with any labor organization.

4.12 **Insurance. Seller** shall deliver prior to closing original or copies of any and all insurance policies which Seller has in effect covering itself or its employees, officers or directors, inventory, and equipment. Seller has had general liability insurance policies in full force and effect from the date Seller was formed through the Effective Date as part of the coverage afforded under a policy written to Seller.

4.13 **Compliance with Applicable Laws.** Seller represents that Seller is in compliance in all material respects with all federal, state, county, municipal, and governmental agency, laws, ordinances, rules, regulations, judgments, orders or decrees applicable to the conduct of its business or to the assets owned, used, or occupied by Seller, and have not received notice or advice to the contrary. Neither this Agreement nor the consummation of the transactions contemplated herein will (a) violate an order, writ, injunction, statute, rule or regulation applicable to Seller or (b) require the consent, approval, authorization or permission of or the filing with or the notification of any federal, state, local or foreign government agency except that necessary to comply with the laws rules and regulations of the State of Arizona, and the United States.

4.14 **Environmental Compliance.**

Seller represents that:
(a)Seller is not in violation of any federal, state or local laws, statutes, codes, ordinances, rules, regulations, permits or orders relating to or addressing the environment, heath, waste or safety (collectively, "Environmental Laws"), which shall include, but not be limited to, the use, handling or disposal of the record keeping, notification and recording requirements respecting any pollutant, hazardous substance, radioactive substance, toxic substance, solid waste, hazardous waste, medical waste, radioactive waste, special waste, petroleum or petroleum derived substance or waste, asbestos, or any hazardous or toxic constituent thereof (collectively "Hazardous Substance") or work place or worker safety and health, nor have they received any written notices alleging that they are in violation of any such Environmental Laws; nor are they subject to any administrative or judicial proceeding alleging any violation of any such Environmental Laws, federal, state or local laws, statutes, codes, ordinances, rules, regulations, permits relating to the environment, health, medical waste or safety.

(b) There is no pending lawsuit or administrative proceeding or, to Seller's knowledge, threatened claim alleging that Seller is liable under any Environmental Law, including, without limitation, any Environmental Law related to the on-site or off-site disposal of Hazardous Substances. Seller has not received written notice from any person, including but not limited to any federal, state, or local governmental agency, alleging that Seller is liable under any applicable Environmental Law, including without limitation, any Environmental Law, related to the on-site or off-site disposal of Hazardous Substances.

(c) To Seller's knowledge, there have been no releases, spills or discharges of Hazardous Substances on or underneath any of the real property leased by Seller which are the responsibility of Seller, and Seller has not disposed of Hazardous Substances on, at or under such properties.

4.15 **Taxes.** Seller represents that no assessments or additional tax liabilities (including all federal, state and local taxes, charges, penalties and interest) have been proposed or to the best of Sellers knowledge threatened against Seller or any of its assets, and Seller has not executed any waiver of the statute of limitations on the assessment or collection of such tax liabilities. There are no federal, state or local tax liens upon any of Seller assets other than inchoate liens for taxes not yet due and payable. There is no pending, to the Sellers knowledge, threatened audits against Seller. All current tax returns for Seller have been timely filed and are complete and accurate. All returns, declarations, reports, estimates, information returns and statements ("Returns") required to be filed under any federal, state, local or foreign authority by Sellers have been filed and were in all material respects (and, as to Returns not yet due and filed on the date hereof, will be) true, complete, correct and filed on a timely basis. All taxes due and owing, or required to be withheld or collected by Sellers have been fully paid. Seller has adequate reserves to pay all taxes not yet due, including any taxes resulting from the transactions contemplated hereunder.

Except as may be required by the Internal Revenue Service (or state taxing authority) to clearly reflect the income or loss of Seller or any members of its consolidated group, Seller will not take any action or fail to take any action that could have the effect of reducing the amount of any net operating loss or other tax attribute attributable to Seller pursuant to the Code or any similar law of any other taxing jurisdiction, including, without limitation, the filing of any amended return or the reattribution of any net operating losses or similar items from Seller, or any affiliate of Seller.

4.16 **Litigation**. Seller represents that there are no actions, suits or proceedings pending or to their knowledge threatened against Seller which materially affect the ability of Seller to perform under this Agreement.

Section 5**. LIMITATIONS ON REPRESENTATIONS AND WARRANTIES.**

5.1 **Limitations on Representations and Warranties.** The Seller shall not be deemed to have made to Buyer any representation or warranty other than those expressly made by the Seller hereof. Without limiting the generality of the foregoing, and notwithstanding any otherwise express representations and warranties made by the Seller hereof, Seller makes no representation or warranty to Buyer with respect to:

(a) any projections, estimates, or budgets heretofore delivered to or made available to Buyer of future revenues, expenses or expenditures or future results of operations; or

(b) except as expressly covered by a representation and warranty contained in Sellers Representations hereof, any other information of documents (financial or otherwise) made available to Buyer or its counsel, accountants or advisors with respect to Seller; notwithstanding the foregoing, the Sellers shall be liable if Sellers has knowingly furnished any other information or documents to Buyer which is materially incomplete or materially false.

5.2 **Due Diligence Investigation.** Buyer acknowledges that:

(a) Buyer will and does have the opportunity to visit with Seller and meet with the managing representatives of Seller to discuss the business and the assets, liabilities, financial condition, cash flow and operations of the business; and all materials and information requested by Buyer shall be provided to Buyer to Buyers reasonable satisfaction.

(b) Buyer acknowledges that it will make its own independent examination, investigation, analysis and evaluation of Seller. The Seller acknowledges that the Buyer will have full and complete access to all of the books, records and assets of Seller and the opportunity to personally inspect the assets, operations and talk with the personnel employed by Seller to the extent it has desired to do so with respect to this transaction.

(c) Buyer acknowledges that it will undertaken such due diligence, as time is of the essence, (including but not limited to a review of the assets, liabilities, books, records and contracts of Seller) as Buyer deems adequate, including that described above.

Section 6**. REPRESENTATIONS AND WARRANTIES OF BUYER**

In order to induce the Seller to enter into this Agreement and the transactions contemplated hereby, Buyer hereby represents and warrants to Seller as follows:

6.1 **Company Organization and Authority.** Buyer is a corporation formed under the State of Idaho and has full power and authority to conduct Buyer's business as now conducted and to enter into and perform Buyer's obligations under this Agreement. This Agreement constitutes, and all agreements and other instruments and documents to be executed and delivered by Buyer will constitute, Buyer's legal, valid law binding obligations, enforceable against Buyer in accordance with their respective terms.

Buyer, by Buyer's authorized representative's signature in whom authority rest to bind the Buyer hereto, has authorized the execution and delivery of this Agreement, the documents of transfer and assignment contemplated hereby and the consummation of all the transactions contemplated herein and the performance of all obligations of Buyer pursuant to this Agreement.

Section 7. **COVENANTS AND AGREEMENTS OF SELLERS AND BUYER**

7.1 **Accounting; Cooperation of Parties.** Buyer will assist Seller in the production of information for the preparation of financial statements and tax returns of Buyer that may become due of for which a taxing authority requires information with respect to this transaction.

Section 8**. DELIVERIES OF SELLER AT CLOSING**

The Seller shall deliver the following at the Closing:

8.1 **Evidence of Ownership.** Seller will deliver to the Buyer duly endorsed documents transferring ownership with respect to title of assets of Seller.

8.2 **Consents and Approvals**. Seller shall have obtained all consents and approvals required for the transfer of such ownership to the Buyer.

8.3 **Sellers Documents.** The Seller shall have caused to be delivered to Buyer, at or before Closing, the following:

(a) A list of all assets owned by Seller along with intellectual property owned by Seller being delivered to Buyer.

8.4 **Other Assurances.** The Seller shall have delivered to the Buyer such other and further certificates, assurances and documents as Buyer may reasonably request in order to evidence the accuracy of the representations and warranties made pursuant to Seller's Representations, the performance of covenants

and agreements to be performed by Sellers at or prior to the Closing, and the fulfillment of the conditions to Buyer's obligation.

Section 9**. DELIVERIES OF BUYER AT CLOSING**

The Buyer shall deliver the following at Closing:

9.1 **Issuance of Stock Certificates.** The Buyer shall issue the Preferred A and Common Stock Certificates as payment of the Purchase Price in the manner described in this Agreement.

9.2 **Resolution of Board of Directors**. Buyer shall deliver to the Seller the Agreed Board of Directors Resolution authorizing the acquisition of Sellers Assets and the appointment of Seller's nominees to the Board of Directors of Buyer.

9.3 **Execution of Convertible Notes**. The Buyer shall execute the Convertible Promissory Note in favor of Seller.

9.2 **Other Assurances.** The Buyer shall have delivered to the Seller such other and further certificates, assurances and documents as Sellersmay reasonably request in order to evidence the accuracy of the representations and warranties made pursuant to Buyers Representations, and, the performance of covenants and agreements to be performed by Buyer at or prior to the Closing, and the fulfillment of the conditions to Seller's obligations.

Section 10. **INDEMNIFICATION**

In addition to the indemnities included elsewhere in this Agreement, the parties hereto agree to indemnify and hold each other harmless as follows:

10.1 **Indemnification by Seller.** The Seller agrees to indemnify and hold the Buyer harmless at all times after the date of this Agreement from, against and in respect of:

(a) Any and all loss, liability, damage or deficiency resulting from any misrepresentation, breach of warranty or non-fulfillment of any covenants or agreements on the part of the Sellers contained herein or in any certificate or document furnished by the Sellers pursuant hereto and any loss or damage resulting from any claims, litigations, actions, suits, proceedings, judgments, counsel fees, costs and expenses incident to such misrepresentation, breach or non-fulfillment.

10.2 **Indemnification by the Buyer.** The Buyer agrees to indemnify and hold the Sellers harmless at all times after the date of this Agreement from and against any and all loss, liability, damage or deficiency resulting from (i) any misrepresentation, breach of warranty or non-fulfillment of any covenants or agreements on the part of the Buyer contained herein or in any certificate or document furnished by the Buyer pursuant hereto and any loss or damage resulting from any claims, litigation, actions, suits, proceedings, judgments, counsel fees, costs and expenses incident to such misrepresentations, breach or non-fulfillment; and (ii) all liabilities arising out of or in connection with the operation of Seller after the Effective Date.

10.3 **Third Party Claims.** Should any claim be made by a person not a party to this Agreement with respect to any matter to which the foregoing indemnity relates, the party against whom such claim is asserted (the "Indemnified Party") within a reasonable period of time, shall give written notice to the other party (the "Indemnifying Party") of any such claim, and the Indemnifying Party shall thereafter defend or settle any such claim, at its sole expense, on its own behalf and with counsel of its selection. In such defense

or settlement of any claims, the Indemnified Party shall cooperate with the Indemnifying Party to the maximum extent reasonably possible. Any payment resulting from such defense or settlement, together with the total expense thereof, shall be binding on Sellers and Buyer for the purpose of this paragraph.
10.4 **Settlement**. Notwithstanding **t**he foregoing, should any claim be made by a person not a party to this Agreement with respect to any matter to which the foregoing indemnity relates, the Indemnified Party, on not less than thirty (30) days' notice to the Indemnifying Party, may make settlement of such claim, and such settlement shall be binding on the Indemnifying Party and the Indemnified Party for the purpose of third party claims; provided, however, that if within said thirty (30) day period the Indemnifying Party shall have requested the Indemnified Party not to settle such claim and to deny such claim at the expense of the Indemnifying Party, the Indemnified Party will promptly comply and the Indemnifying Party shall have the right to defense on its own behalf with counsel of its selection. Any payment or settlement resulting from such claim, together with the total expense thereof, shall be binding on Seller and Purchaser for the purpose of this paragraph.

10.5 **Mediation.** In the event of any claim or dispute between the parties arising out of this Agreement, the parties agree to resolve any such dispute or disagreement by submitting such dispute first to mediation pursuant to the following procedures:

The parties shall mediate any dispute or disagreement upon the written demand of any party with a mediator chosen by mutual agreement of all parties in disagreement, pursuant to the following terms and conditions. In the event the parties to the mediation are unable to agree on a mediator each party shall appoint one mediator and the two appointed mediators shall appoint a third.

(a) **Best Efforts.** The parties agree to use their best efforts to resolve their dispute by mediation before proceeding to other means.

(c) **Fess and Costs.** The fees and costs of the mediation shall conform to the then current fee schedule of AMA. Fees and costs of the mediation shall be borne equally by Purchaser and the Seller and each party shall pay its own professional fees and costs regardless of the mediation decision.

Section 11**. FURTHER ASSURANCES; ACCESS AND INFORMATION; CONDITIONS PRECEDENT**

11.1 **Further Assurances.** The Seller and Buyer all hereby covenant and agree that at any time and from time to time they will promptly execute and deliver to the others such further instruments and documents and take such further action as the parties may from time to time reasonably request in order to further carry out the intent and purpose of this Agreement. Sellers and Buyer agree to execute and complete any and all Exhibits and supply any and all documentation necessary to complete the Agreement on or before Closing Date of this Agreement. Buyer and Seller agree to cooperate in the filing of applications, permits, forms, licenses, governing authority approvals, SEC filings, and any other documentation otherwise necessary to meet the Parties obligations under this Agreement and specifically the first sentence of this paragraph**.**

11.2 **Access and Information.** Buyer and its agents, attorneys, accountants and representatives have had full access to the respective properties, affairs, books, records, contracts and documents of Seller, including, without limitation, all contracts, leases, evidence of indebtedness and audit work papers of the internal auditors of the respective businesses, as Buyer has reasonably requested. Until the Closing, Buyer shall not disclose and shall cause its agents, attorneys, accountants and representatives not to disclose to any other party any confidential data or information secured, and, if the Closing does not occur as herein provided, Buyer will promptly return at Buyer's expense, all books, records and other documents and papers obtained and all copies thereof.

11.3 **Conditions Precedent.** The obligations of the Sellers and Buyer to consummate the transactions contemplated by this Agreement are subject to the following conditions precedent:

(a) Approval of the material terms of this Agreement by the Board of Directors of Buyer;

(b) Any regulatory SEC or other state approval.

(c) In addition to the Certificates, Buyer has all operating authority, licenses, franchises, permits, certificates, consents, rights and privileges, as are necessary or appropriate to the operation of its business as now conducted and proposed to be conducted and which the failure to possess would have a material adverse effect on the assets, operations or financial condition of Quintessence.

(d) It is mutually and collectively agreed between all parties to this Agreement that;

(1) Any measure of lapse, interruption, and or impairments of any Licenses, material trademark, service mark, copyright, trade name, or any application with respect thereto, and any paragraph of this Agreement, may at the discretion of the Buyer constitute a suspension and or termination of this entire Agreement.

(2) The parties hereto agree that the suspension and or termination of this Agreement is subject to the free will, and or right, and or obligation of either Sellers, Buyer to cure any and all lapse, interruption, and or impairments within a "reasonable business period." This Agreement will be acknowledged as suspended, and not terminated, upon notice to all parties by the party intended to cure, together with any overt act to cure. Such notice to cure and lapse of time will constitute an adjustment of any time or calendar date period accordingly. Such notice constitutes the beginning of the "Reasonable Business Period".

(3) Anything herein or elsewhere in this Agreement to the contrary and or notwithstanding, a failure to cure in the "Reasonable Business Period", terminates this agreement at the option of the Buyer by operation of this section and clause, without further acts except that of notice, of any kind, to any party of this Agreement, and thereupon by operation of this paragraph terminated without future or past obligations or liability of any party.

Section 12**. NATURE AND SURVIVAL OF REPRESENTATIONS**

12.1 All representations, warranties, and agreements made by the Sellers in this Agreement, except as otherwise expressly stated, and shall survive the Closing and any investigation at any time made by or on behalf of the Sellers as follows:

(1) The representations, warranties and covenants contained in Sections 4.1 and 4.2 hereof shall survive forever;

(2) The representations, warranties, and covenants contained in Section 4.16 hereof shall survive for a period of six (6) months following the expiration of the relevant statue of limitations;

(3) The representations, warranties and covenants relating to all liabilities retained by Sellers or not specifically assumed by Buyer shall survive forever; and

(4) All other representations, warranties and covenants made hereunder by Sellers shall be effective for a period of twelve (12) calendar months following the Effective Date. Within said twelve calendar month period, Buyer must provide written notice to the Sellers of the breach of any representation, warranty or covenant, pursuant to which Buyer asserts a claim stating with particularity all material facts then known to Purchaser relating to such claim.

Section 13**. MISCELLANEOUS**

13.1 **THIRD PARTY BENEFICIARY.** Sellers and or Buyer, and or its successors and assigns are intended to be direct third-party beneficiaries of the covenants contained in this Agreement and may enforce the same in their own respective names, as applicable.

13.2 **NOTICES; ADDRESSES.** All notices, requests, demands, and other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid, addressed as follows:

To Sellers: Shahan Ohanessian – 225 S Lake Avenue, Suite 300 - Pasadena, CA 91101

To Buyer: ABT Mining Co., Inc. – 301 Simplicity Avenue – Irvine, CA 92620

13.3 **Expenses.** Except as otherwise provided herein, the parties hereto shall pay all of their own expenses relating to the transactions contemplated herein this Agreement of which shall include, without limitations, the fees and expenses of their respective legal counsel and financial advisors.

13.4 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.5 **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13.6 **Assigns/Assignments.** This Agreement shall be binding upon and inure to the benefit of the parties hereto any and all successors, assigns, or other successors in interest of the Buyer, AS and the Sellers.

13.7 **Public Announcement.** No party will make any public announcements with respect to this transaction without the approval of the other parties, except as otherwise required by law, and SEC Rules and Regulations.

13.8 **Confidentiality.** Except to the extent the parties agree or are required by law to make information public, the parties agree to keep the terms of this Agreement confidential and not to disclose the contents of this Agreement to any party other than employees of a party who agree to maintain such confidentiality and the professional advisors and representatives of the parties.

13.9 **Remedies.** In the event that any party defaults or fails to perform any of the conditions or obligations of such party under this Agreement or any other agreement, document or instrument executed in connection with this Agreement, or in the event that any such party's representations or warranties contained herein or in any such other agreement, document or instrument are not true and correct as of the date hereof and as of the Closing, the other parties shall be entitled to exercise any and all rights and remedies available to them by or pursuant to this Agreement or at law or in equity, including specific performance.

13.10 **Captions.** The captions and headlines set forth in this Agreement are for convenience of reference only and shall not be constructed as part of this Agreement.

13.11 **Merger Clause.** This Agreement contains the final, complete and exclusive statement of the agreement between the parties with respect to the transactions contemplated herein and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are merged herein.

13.12 **Amendments.** No change, amendment, qualification or cancellation hereof shall be effective unless in writing and executed by all of the parties hereto by their duly authorized officers.

13.13 **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California.

13.14 **Force Majeure**. Neither party hereto shall be responsible for damages caused by the delay or failure to perform in whole or in part hereunder or noncompliance with any of the terms hereof when such delay, failure or noncompliance is caused by or results from acts of God, earthquakes, fires, floods, perils of sea, wars (declared or undeclared), terrorist acts, strikes, riots or any other causes beyond the control of the party who is in default or who is unable to comply with the terms of this Agreement, whether or not similar to those enumerated.

13.15 **Pronouns.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties require.

IN WITNESS WHEREOF, Sellers and Buyer have executed this Agreement the day and year first above written.

Shahan Ohanessian
("Seller")

/s/ Shahan Ohanessian
By: _____
Shahan Ohanessian

For ABT Mining, Co., Inc.
("Buyer")

/s/ Imran Firoz
By: _____
Imran Firoz
President

OPTION AGREEMENT

THIS AGREEMENT made as of the 6th day of December, 2011 at Los Angeles, California

BETWEEN:

Rising Star Mining
Calle Paseo De Los Artistas 1180
Colonia Colinas De La Normal C.P. 44270
Guadalajara, Jalisco Mexico
(collectively referred to as the "Optionor")

OF THE FIRST PART

AND:
Abot Mining Co.
13920 Moorpark Street #201
Sherman Oaks, CA 91423
(the "Optionee")

OF THE SECOND PART

WHEREAS:
A. The Optionor is the owner of Mexican Mineral Claims known as Aztlan B, (the Property), located in Nayarit, Mexico; ATTACHED AS SCHEDULE A.

B. The Optionor has agreed to grant an exclusive option to the Optionee to acquire a 50% interest in and to the Property on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and provisos herein contained, THE PARTIES HERETO AGREE AS FOLLOWS:

DEFINITIONS 1. For the purposes of this Agreement, the following words and phrases shall have the following meanings, namely:

"Commencement of Commercial Production" means:

if a mill is not located on the Property, the last day of a period of 30 consecutive days during which ore or other products has been shipped from the Property on a reasonably regular basis for the purpose of earning revenues, but any period of time during which ore, concentrate or other products is shipped from the Property for testing purposes, or during which milling operations are undertaken as initial tune-up, shall not be taken into account in determining the date of Commencement of Commercial Production;

"Exchange" means the OTC Pink Sheets and such other stock exchanges on which the Optionee's shares may be listed;

"Exploration Expenditures" means the sum of:

i. all costs of maintenance of the Property, all expenditures on the exploration and development of the Property, and all other costs and expenses of whatsoever kind or nature incurred or chargeable by the Optionee with respect to the exploration and development of the Property and the placing of the Property

into commercial production; and

"Option" means the option to acquire a 50% interest in and to the Property and the Property Rights as provided in this Agreement;

"Option Period" means the period from the date of this Agreement to and including the date of exercise or termination of the Option;

"Property" means the mineral applications, mineral exploration licenses, permits and claims as described in Schedule "A" hereto, including any replacement or successor applications, mineral exploration licenses, permits, claims and all mining leases and other mining interests derived from any of the foregoing. Any reference herein to any mineral application, mineral exploration license, permit and claim comprising the Property includes any mineral leases or other interests into which such mineral application, mineral exploration license, permit, claim may have been converted;

"Property Rights" means all applications, licenses, permits, easements, rights-of-way, certificates and other approvals obtained by either of the parties either before or after the date of this Agreement and necessary for the exploration of the Property, or for the purpose of placing the Property into production or continuing production therefrom;

"Shares" means common shares in the capital of the Optionee to be issued to the Optionor pursuant to the exercise of the Option.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE OPTIONOR

2. The Optionor represents and warrants to and covenants with the Optionee, with the knowledge that the Optionee relies upon same in entering into this Agreement, that:

(a) The Optionor is legally entitled to hold the Property and the Property Rights and will remain so entitled until the interest of the Optionor in the Property which is subject to the Option has been duly transferred to the Optionee as contemplated hereby;

(b) The Optionor is, and at the time of each transfer to the Optionee of an interest in the mineral claims comprising the Property pursuant to the exercise of the Option it will be, the recorded holder and sole beneficial owner of all of the Property and the Property Rights free and clear of all liens, charges, claims of others and adverse interests of any nature or kind, and no taxes or rentals are or will be due in respect of any of the Property or the Property Rights;

(c) the mineral applications, mineral exploration licenses, permits, claims comprising the Property and the Property Rights have been, to the best of the Optionor's knowledge and belief, duly and validly located and recorded pursuant to the laws of the jurisdiction in which the Property is situate and are in good standing with respect to all filings, fees, taxes, assessments, work commitments or other conditions on the date hereof and until the dates set opposite the respective names thereof in Schedule "A" hereto;

(d) there are not any adverse claims or challenges against or to the ownership of or title to any of the Property or the Property Rights, and there are no outstanding agreements or options or other rights to acquire or purchase the Property or the Property Rights or any portion thereof, and no person other than the Optionor, pursuant to the provisions hereof, has any royalty or other interest whatsoever in production from any of the Property or the Property Rights;

(e) it has duly obtained all third party consents and authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transactions herein

contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of any indenture, agreement or other instrument whatsoever to which the Optionor is a party or by which it is bound or to which it or the Property may be subject;

(f) no proceedings are pending for, and the Optionee is unaware of any basis for, the institution of any proceedings leading to, the placing of the Optionor in bankruptcy or subject to any other laws governing the affairs of insolvent persons; and

g) The representations and warranties contained in this section are provided for the exclusive benefit of the Optionee, and a breach of any one or more thereof may be waived by the Optionee in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty, and the representations and warranties contained in this section shall survive the execution of this Agreement and of any transfers, assignments, deeds or further documents respecting the Property.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE OPTIONEE

3. The Optionee represents and warrants to and covenants with the Optionor, with the knowledge that the Optionor relies upon same in entering into this Agreement, that:

a) it has been duly incorporated, amalgamated or continued and validly exists as a corporation in good standing

b) it is lawfully authorized to hold mineral applications, mineral exploration licenses, permits, claims and real property under the laws of the jurisdiction in which the Property is situate;

c) it has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of the Articles or the constating documents of the Optionee or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which the Optionee is a party or by which it is bound or to which it or the Property may be subject;

d) no proceedings are pending for, and the Optionee is unaware of any basis for, the institution of any proceedings leading to, the dissolution or winding up of the Optionee or the placing of the Optionee in bankruptcy or subject to any other laws governing the affairs of insolvent corporations;

The representations and warranties contained in this section are provided for the exclusive benefit of the Optionor and a breach of any one or more thereof may be waived by the Optionor in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty, and the representations and warranties contained in this section shall survive the execution hereof.

GRANT AND EXERCISE OF OPTION

4. The Optionor hereby grants to the Optionee the sole and exclusive right and option to acquire a 50% interest in and to the Property, free and clear of all charges, encumbrances, claims and adverse interests of any nature or kind, The Option may be exercised by:

(a) Share Issuances

(i) 20,000,000 shares issued immediately to Optionor or Optionor’s designate

(b) Work commitments

The Optionee incurring Exploration Expenditures on the Property as follows:

i. Total expenditures of $150,000 within 45 days of the Exchange Acceptance of this Agreement;

ii. Total expenditures of $300,000 within the period of 3 months after the Exchange Acceptance of this Agreement;

The Optionee may elect to accelerate the expenditures on the Property at their discretion. The Optionee agrees that the Optionor's 50% interest shall be "carried thru" to the feasibility stage and that the Optionor is not required to provide any additional funding to advance this property to the feasibility stage. The Optionee shall retain the right of first refusal to acquire the Optionor's 50% interest at any time up to the two years anniversary of the Exchange Acceptance of this Agreement. In the event that the Optionor receives an offer from a third party to purchase the Optionor's 30% interest, the Optionor shall give written notice to the Optionee of the receipt of the offer and the Optionee shall have thirty business days to either match such an offer or allow the Optionor to vend the 50% interest to a third party. If the Optionor fails to acquire the 50% by the second anniversary of the Exchange Acceptance of this Agreement, the Optionor shall be free to vend the 50% interest to any interested third parties.

Upon completion of the payments and deliveries in section 4, the Option shall be deemed exercised without further notice or act by the Optionee, and 50% undivided right, title and interest in and to the Property shall vest in the Optionee, free and clear of all liens, charges, encumbrances, claims and adverse interests of any nature or kind. The Optionee shall register and transfer title at the Optionee's expense.

TRANSFER OF PROPERTY

5. Concurrently with the full exercise of this Agreement, the Optionor shall deliver to the Optionee duly executed transfers in registerable form of the appropriate interest in the Property which shall be acquired by the Optionee upon exercise of the Option.

The Optionee shall be entitled to record such transfers at its own cost with the appropriate government office to effect legal transfer of such interest in the Property into the name of the Optionee.

RIGHT OF ENTRY

6. Throughout the Option Period, the directors and officers of the Optionee and its servants, agents and independent contractors, shall have the sole and exclusive right in respect of the Property to:

a) enter thereon;

b) have exclusive and quiet possession thereof;

c) do such prospecting, exploration, development and other mining work thereon and thereunder as the Optionee in its sole discretion may determine advisable;

d) bring upon and erect upon the Property such buildings, plant, machinery and equipment as the Optionee may deem advisable; and

e) remove there from and dispose of reasonable quantities of ores, minerals and metals for the purposes of obtaining assays or making other tests.

OBLIGATIONS OF THE OPTIONOR DURING OPTION PERIOD

7. During the Option Period the Optionor shall:

a) maintain in good standing those mineral applications, mineral exploration licenses, permits and claims comprising the Property by the doing and filing of assessment work, by the payment of taxes and rentals, and the performance of all other actions which may be necessary in that regard and in order to keep such mineral applications, mineral exploration licenses, permits and claims free and clear of all liens and other charges arising from the Optionor's activities thereon except those at the time contested in good faith by the Optionor; The Optionor agrees that the Optionee's 50% interest shall be carried thru to the feasibility stage and that the Optionor will expend 100% of the costs required to maintain the claims in good standing;

b) duly record all exploration work carried out on the Property by the Optionee as assessment work;

c) permit the Optionee, or their representative duly authorized in writing, at their own risk and expense, to visit and inspect the Property at all reasonable times and intervals, and to inspect the data obtained by the Optionor as a result of its operations thereon, provided always that the Optionor and their representatives shall abide by the rules and regulations laid down by the Optionor relating to matters of safety and efficiency in its operations and, notwithstanding, the Optionor shall be under no liability to the Optionee or their representatives for any personal injury, including death, or any damage to property other than such as might be occasioned by or through any gross negligence on the part of the Optionor, its servants or agents;

d) do all work on the Property in a good and workmanlike fashion and in accordance with all applicable laws, regulations, orders and ordinances of any governmental authority;

e) indemnify and save the Optionee harmless in respect of any and all costs, claims, liabilities and expenses arising out of the Optionor's activities on the Property

f) permit the Optionee, at their own expense, reasonable access to the results of the work done on the Property during the last completed calendar year; and

g) deliver to the Optionee, forthwith upon receipt thereof, copies of all reports, maps, assay results and other technical data compiled by or prepared at the direction of the Optionor with respect to the Property.

The Optionee acknowledges and agrees that all information provided by the Optionor to it shall be treated on a confidential basis unless and until such information is publicly disclosed by the Optionor. Without limiting the foregoing, the Optionee shall not directly or indirectly disclose to any other person, shall take all necessary steps to prevent accidental disclosure of, and shall not make use for his own purpose, any such non-publically disclosed information. The Optionee acknowledges and agrees that it is solely responsible for compliance with applicable securities and other laws relating to such information.

TERMINATION OF OPTION

8. Prior to the exercise of the Option and upon the occurrence of the following events, the Optionor may terminate the Option by the Optionor giving written notice of such termination to the Optionee:

a) upon the Optionee failing to incur or make when due any payment or issuance of Shares which must be made or issued in exercise of the Option;

The Optionee may terminate this Agreement at any other time by the Optionee giving written notice of such termination to the Optionor.

FORCE MAJEURE

9. If the Optionee or Optionor is at any time either during the Option Period or thereafter prevented or delayed in complying with any provisions of this Agreement by reason of strikes, lock- outs, labour shortages, power shortages, fuel shortages, fires, wars, acts of God, governmental regulations restricting normal operations, shipping delays or any other reason or reasons, other than lack of funds, beyond the control of the Optionee or Optionor, the time limited for the performance by the parties of their obligations hereunder shall be extended by a period of time equal in length to the period of each such prevention or delay, but nothing herein shall discharge the parties from its obligations.

The parties shall give prompt notice to each other of each event of force majeure and upon cessation of such event shall furnish to the opposite party with notice to that effect together with particulars of the number of days by which the obligations of the party hereunder have been extended by virtue of such event of force majeure and all preceding events of force majeure.

After the Commencement of Commercial Production, the Optionor shall work, mine and operate the Property during such time or times as the Optionor in its sole judgment considers such operations to be profitable. The Optionor may suspend or curtail operations, both before and after Commencement of Commercial Production, during periods when the products derived from the Property cannot be profitably sold at prevailing prices or if an unreasonable inventory thereof, in the Optionor's sole judgment, has accumulated or would otherwise accumulate.

GOVERNING LAW AND ARBITRATION

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and the parties hereby irrevocably attorn to the jurisdiction of the courts of such Province.

All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom shall be referred to and finally resolved by arbitration under the rules of the applicable governing body in jurisdiction defined in this agreement.

TERMINATION OF MINING OPERATIONS

11. The Optionor may permanently discontinue mining operations on the Property at any time after the Commencement of Commercial Production when in its opinion no further mining operations can be economically carried out thereon. At such time, the Optionor shall dispose of all mining plant and equipment used on the Property, effect all reclamation work as required by law, and otherwise dispose of the Property as it thinks fit. Any bona fide purchaser of the Property, dealing at arm's length, after termination of mining operations on the Property shall take the Property free and clear of all claims by the Optionee.

NOTICES

12. Each notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered or faxed (with electronic confirmed receipt) to such party at the address for such party specified above. The date of receipt of such notice, demand or other communication shall be the date of delivery or facsimile transmission if delivered or faxed during normal business hours on a regular business day, and the next business day if delivered or faxed after normal business hours or on a day other than a regular business day. Either party may at any time and from time to time notify the other party in writing of a change of address and the new address to which notice shall be given to it thereafter until further change.

GENERAL

13. This Agreement shall supersede and replace any other agreement or arrangement, whether oral or written, heretofore existing between the parties in respect of the subject matter of this Agreement.

No consent or waiver expressed or implied by either party in respect of any breach or default by the other in the performance by such other of its obligations hereunder shall be deemed or construed to be a consent to or a waiver of any other breach or default.

The parties shall promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance and do such further and other acts which may be reasonably necessary or advisable to carry out fully the intent of this Agreement or to record wherever appropriate the respective interest from time to time of the parties in the Property.

This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

Time shall be of the essence in this Agreement.

Wherever the neuter and singular is used in this Agreement it shall be deemed to include the plural, masculine and feminine, as the case may be.

Any reference in this Agreement to currency shall be deemed to be US currency.

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

Rising Star

Per: _____
Authorized Signatory

DANE PETERSON
Print Name

President
Title

Abot Mining Inc

Per: _____
Authorized Signatory

Morris Rafi
Print Name

_____
Title

Addendum to an Option Agreement for Aztlan B, (the Property), located in Nayarit, Mexico

This document is in reference to an OPTION AGREEMENT dated 6th day of December, 2011, between Rising Star Mining, as Optionor, and Abot Mining Co., as Optionee, collectively known as "Parties".

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and/or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

4. GRANT AND EXERCISE OF OPTION is modified as follows:

(b) Work commitments

The Optionee incurring Exploration Expenditures on the Property as follows:

i. Total expenditures of $100,000 within 14 days from the date funds are requested by Optionor for exploration and production cost for Aztlan B, (the Property), located in Nayarit, Mexico;

ii. None.

The Optionee may elect to accelerate the expenditures on the Property at their discretion. The Optionee agrees that the Optionors 50% interest shall be "carried thru" to the feasibility stage and that the Optionor is not required to provide any additional funding to advance this property to the feasibility stage. The Optionee shall retain the right of first refusal to acquire the Optionor's 50% interest at any time up to the two years anniversary of the Exchange Acceptance of this Agreement. In the event that the Optionor receives an offer from a third party to purchase the Optionors 50% interest, the Optionor shall give written notice to the Optionee of the receipt of the offer and the Optionee shall have thirty business days to either match such an offer or allow the Optionor to vend the 50% interest to a third party. If the Optionor fails to acquire the 50% by the second anniversary of the Exchange Acceptance of this Agreement, the Optionor shall be free to vend the 50% interest to any interested third parties.

Upon completion of the payments and deliveries in section 4, the Option shall be deemed exercised without further notice or act by the Optionee, and 50% undivided right, title and interest in and to the Property shall vest in the Optionee, free and clear of all liens, charges, encumbrances, claims and adverse interests of any nature or kind. The Optionee shall register and transfer title at the Optionee's expense.

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

Signature _____

Print Name Imran Firoz, President, Abot Mining Date: 12/26/12

Signature _____

Print Name Dane Peterson, President, Rising Star Mining Date: 12/26/12

OPTION AGREEMENT EXTENSION

This agreement is made effective as of December 26, 2012 (Extension Effective Date), and is agreed by and between Rising Star Mining, as Optionor, and Abot Mining Co., as Optionee, collectively known as "Parties".

WHEREAS, the Parties entered into an Option Agreement ("Agreement") on the 6th day of December, 2011.

WHEREAS, the Parties agree to extend the term of the Agreement in accordance with the terms of the Agreement as well as the terms provided herein.

The Parties hereby agree as follows:

1. The Parties agree to extend the term of the Agreement to June 30, 2013, which shall be from the Extension Effective Date to June 30, 2013.

2. The following provisions in the Agreement may be amended with effect from the Extension Effective Date:

a) The Optionee shall make best efforts to deliver to the Optionor as per Section 4 of the Agreement, Grant & Exercise Option, 4(a), 4(b) (i), and 4(b) (ii).

b) The Option Extension Agreement may be terminated in accordance to Section 8 of the Agreement in writing, Termination. If the Option Agreement is not terminated in writing by June 30, 2013, then it will be automatically renewed for the next three months until a written notice is received by Parties.

c) This Option Extension Agreement binds and benefits both Parties.

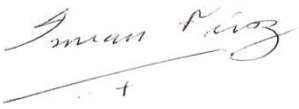
d) All other terms and conditions of the Agreement remain unchanged.

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



(Dane Peterson)
President
Rising Star Mining
Calle Paseo De Los Artistas 1180
Colonia Colinas De La Normal C.P. 44270
Guadalajara, Jalisco Mexico

(the "Optionor")



(Imran Firoz)
President
Abot Mining Co.
6303 Owensmouth Avenue,
10th Floor, Woodland Hills
CA 91367

(the "Optionee")

OPTION AGREEMENT EXTENSION

This agreement is made effective as of October 11, 2012 (Extension Effective Date), and is agreed by and between Rising Star Mining, as Optionor, and Abot Mining Co., as Optionee, collectively known as "Parties".

WHEREAS, the Parties entered into an Option Agreement ("Agreement") on the 6th day of December, 2011.

WHEREAS, the Parties agree to extend the term of the Agreement in accordance with the terms of the Agreement as well as the terms provided herein.

The Parties hereby agree as follows:

3. The Parties agree to extend the term of the Agreement to December 31, 2012, which shall be from the Extension Effective Date to December 31, 2012.

4. The following provisions in the Agreement may be amended with effect from the Extension Effective Date:

e) The Optionee shall make best efforts to deliver to the Optionor as per Section 4 of the Agreement, Grant & Exercise Option, 4(a), 4(b) (i), and 4(b) (ii).

f) The Option Extension Agreement may be terminated in accordance to Section 8 of the Agreement in writing, Termination. If the Option Agreement is not terminated in writing by December 31, 2012, then it will be automatically renewed for the next three months until a written notice is received by Parties.

g) This Option Extension Agreement binds and benefits both Parties.

h) All other terms and conditions of the Agreement remain unchanged.

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

(Dane Peterson)
President
Rising Star Mining
Calle Paseo De Los Artistas 1180
Colonia Colinas De La Normal C.P. 44270
Guadalajara, Jalisco Mexico
(the "Optionor")

October 11, 2012

(Imran Firoz)
President
Abot Mining Co.
13920 Moorpark Street #201
Sherman Oaks, CA 91423

(the "Optionee")

October 11, 2012

OPTION AGREEMENT EXTENSION

This agreement is made effective as of July 1, 2012 (Extension Effective Date), and is agreed by and between Rising Star Mining, as Optionor, and Abot Mining Co., as Optionee, collectively known as "Parties".

WHEREAS, the Parties entered into an Option Agreement ("Agreement") on the 6th day of December, 2011.

WHEREAS, the Parties agree to extend the term of the Agreement in accordance with the terms of the Agreement as well as the terms provided herein.

The Parties hereby agree as follows:

5. The Parties agree to extend the term of the Agreement to October 31, 2012, which shall be from the Extension Effective Date to October 31, 2012.

6. The following provisions in the Agreement may be amended with effect from the Extension Effective Date:

i) The Optionee shall make best efforts to deliver to the Optionor as per Section 4 of the Agreement, Grant & Exercise Option, 4(a), 4(b) (i), and 4(b) (ii) on or before October 31, 2012.

j) The Option Extension Agreement may be terminated in accordance to Section 8 of the Agreement, Termination of Option on or after October 31, 2012.

k) This Option Extension Agreement binds and benefits both Parties.

l) All other terms and conditions of the Agreement remain unchanged.

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

(Dane Peterson)
President
Rising Star Mining
Calle Paseo De Los Artistas 1180
Colonia Colinas De La Normal C.P. 44270
Guadalajara, Jalisco Mexico
(the "Optionor")

August 1, 2012

(Imran Firoz)
President
Abot Mining Co.
13920 Moorpark Street #201
Sherman Oaks, CA 91423

(the "Optionee")

August 1, 2012

OPTION AGREEMENT EXTENSION

This agreement is made effective as of April 6 2012 (Extension Effective Date), and is agreed on May 8th, 2012 by and between Rising Star Mining, as Optionor, and Abot Mining Co., as Optionee, collectively known as "Parties".

WHEREAS, the Parties entered into an Option Agreement ("Agreement") on the 6th day of December, 2011.

WHEREAS, the Parties agree to extend the term of the Agreement in accordance with the terms of the Agreement as well as the terms provided herein.

The Parties hereby agree as follows:

7. The Parties agree to extend the term of the Agreement to July 1, 2012, which shall be from the Extension Effective Date to July 1, 2012.

8. The following provisions in the Agreement may be amended with effect from the Extension Effective Date:

m) The Optionee shall make best efforts to deliver to the Optionor as per Section 4 of the Agreement, Grant & Exercise Option, 4(a), 4(b) (i), and 4(b) (ii) on or before July 1, 2012.

n) The Option Extension Agreement may be terminated in accordance to Section 8 of the Agreement, Termination of Option on or after July 1, 2012.

o) Upon signing of this Option Extension Agreement, the notice of termination issued by Optionor, dated April 6, 2012 shall be made null and void.

p) This Option Extension Agreement binds and benefits both Parties. This document, including the attached Agreement (dated December 6, 2011) and notice of termination (dated April 6, 2012).

q) All other terms and conditions of the Agreement remain unchanged.

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

(Dane Peterson)
President
Rising Star Mining
Calle Paseo De Los Artistas 1180
Colonia Colinas De La Normal C.P. 44270
Guadalajara, Jalisco Mexico

(the "Optionor")

(Imran Firoz)
President
Abot Mining Co.
13920 Moorpark Street #201
Sherman Oaks, CA 91423

(the "Optionee")

ABOT MINING CO. – VANE MINERALS plc
COOPERATION & CONFIDENTIALITY AGREEMENT

DATE: Effective upon signature

PARTIES: Abot Mining Co. (hereinafter referred as "ABOT"), having respective address at
13920 Moorpark Street #201
Sherman Oaks, CA 91423
and
VANE Minerals plc (hereinafter referred as "VANE"), having respective address at
Metic House, Ripley Drive, Normanton, West Yorkshire, WF6 1QT

AGREEMENT: This cooperation and confidentiality agreement is entered into to provide framework for subsequent project-specific agreements to be entered into on a case by case basis between ABOT, VANE and any parties introduced by ABOT to VANE.

REGARDING: Projects in Mexico, including but not limited to the region of Nayarit, Mexico.

RECITALS:

WHEREAS VANE initiated the contact on and around May 13, 2012 with ABOT to evaluate possible business opportunities in Nayarit, Mexico.

WHEREAS Both parties believe that, prior to exploring all business opportunities in Mexico, it is appropriate to sign a non-exclusive cooperation agreement (hereinafter referred as "Agreement").

WHEREAS Both parties desire to enter into an Agreement and business collaboration relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, consultants, JV partners, co-ventures, trading partners, agents and other associated organizations.

WHEREAS Both parties wish to enter into this Agreement to define certain parameters that are bound by a duty of Confidentiality and Non-Disclosure terms with respect to proprietary information including but not limited to sources, projects, JV Partners, contacts, processes, geological reports, and other such information.

NOW THEREFORE, in consideration of progress of the discussions between ABOT and VANE, the mutual promises, assertions, and covenants herein and other good and valuable considerations, **THE PARTIES HEREBY AGREE AS FOLLOWS**:

ARTICLE I: COOPERATION

For the purpose of this clause, the expression "Cooperation" shall mean in the present contract any agreement or arrangement made or proposed to be made between ABOT and VANE for the cooperation on mutually agreed business opportunities in Mexico.

ABOT shall introduce its ongoing and potential projects, JV Partner(s), key business contacts (hereinafter referred as "COUNTERPARTY"), and other opportunities to VANE.

VANE acknowledges its preparedness and capabilities to invest, explore, and develop mining projects, and enter into other similar mining contracts subject to and conditioned upon acceptance of mutually agreed terms between VANE, ABOT and respective COUNTERPARTY.

ARTICLE II: CONFIDENTIALITY

Both parties shall keep confidential in front of unrelated third parties any and all information provided by one party to the other or otherwise acquired, unless required by the law or for reporting purposes.

Any disclosure of information by either party to unrelated third parties shall be authorized in advance by the respective other party.

Either party to this Agreement shall on request from the other return any documents or items connected with the disclosure and shall not retain any unauthorized copies or likeness.

Both parties agree that they will maintain complete confidentiality regarding each others business sources and/or their Affiliates and will disclose such business sources only to the signatory parties of this Agreement in order to develop business.

This confidentiality clause shall remain in force for a period of two (2) years after the parties have concluded active discussions.

This confidentiality clause does not apply to any information in the public domain or which the receiving party can show was either already lawfully in their possession prior to its disclosure by the other party or acquired without the involvement, either directly or indirectly, of the disclosing party.

ARTICLE III: PROFIT SHARING

Once both parties have a clear understanding of each business opportunity and the specific commercial objectives, procedures and the terms of the potential Project, ABOT and VANE will define in advance and agree on the economic and compensation formula for each single project, including allocations for and payments to third parties.

If any of the undersigned parties agree to pay a commission or fee related to a completed transaction to anyone else without having obtained the respective other party's consent in advance, then such commission or fee shall not reduce the pre-agreed profit sharing.

Both parties agree that they are responsible for the costs associated with their personnel, consultant, representatives, and agents, and promise each other not to hold the other party liable for such out-of-pocket expenses.

ARTICLE IV: INDEMNIFICATION

The parties hereto agree to indemnify and hold harmless the other party hereto, including its respective affiliates and their respective directors, officers, employees, and agents (each such party being an "Indemnified Party") from and against any and all losses, claims, actions, suits, proceeds, damages, liabilities, or expenses of whatever nature or kind,

including any investigation expenses incurred by any indemnified party, to which an indemnified party may become subject by reason of the terms and conditions of this Agreement.

This indemnify will not apply in respect of an indemnified party in the event and to the extent that a court of competent jurisdiction in a final judgment shall determine that the indemnified party was grossly negligent or guilty of wilful misconduct.

ARTICLE V: LEGAL PROCEEDINGS

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho and the parties hereby irrevocably agree to the jurisdiction of the courts of such Province.

All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom shall be referred to and finally resolved by arbitration under the rules of the applicable governing body in the jurisdiction defined in this agreement.

ARTICLE VI: FORCE MAJEURE

In case of conditions of impossibility of full or partial fulfilment by any PARTY of his obligations under the Agreement, namely: of any reason, being outside the reasonable control of the Parties, including but not limited to, fires, floods, earthquakes, strikes, covering the number of companies in the industry or the industry as the whole, war (declared or undeclared), rebellions, disorders, civil war or disobedience, - the date of performance shall be extended to the corresponding time, during which such conditions shall take place.

Shall the conditions continue for more than six months, any of the Parties shall have the right to refuse further performance of obligations under the Agreement, and in such case, none of the Parties shall have the right to compensation by the other Party for possible losses.

The Party, for whom the impossibility of the performance of obligations under the Agreement shall occur, shall be obliged to inform the other Party by no later than ten days from the moment of occurrence of such force-majeure conditions.

ARTICLE VII: AGREEMENT NOT TO CIRCUMVENT

“The Parties” agree not to circumvent or attempt to circumvent this agreement in an effort to gain remunerations or considerations to the benefit of the one or more of “The parties” while excluding the other or agree to benefit to any other party.

ARTICLE VIII: NOT PARTNERSHIP AGREEMENT

This agreement in no way shall be construed as being an agreement of partnership and none of “The Parties” shall have any claim against any separate dealing, venture or assets of any other party or shall any party be liable for any other.

ARTICLE IX: TRANSMISSION OF THIS AGREEMENT

The transmission of this agreement through telefax, email, facsimile or any similar programs shall be legal and binding.

ARTICLE X: NOTICES

Each notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered or faxed (with electronic confirmed receipt) to such party at the address for such party specified above.

The date of receipt of such notice, demand or other communication shall be the date of delivery or facsimile transmission if delivered or faxed during normal business hours on a regular business day, and the next business day if delivered or faxed after normal business hours or on a day other than a regular business day.

Either party may at any time and from time to time notify the other party in writing of a change of address and the new address to which notice shall be given to it thereafter until further change.

ARTICLE XI: TERM

The duration of this Agreement shall be valid as long as any of the jointly pursued and structured business transaction endures, which means, that the stipulations of this Agreement will remain valid until the closure of the last business between ABOT, VANE or COUNTERPARTY introduced by ABOT to VANE.

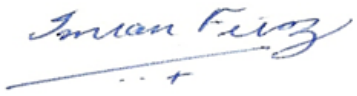
However, should either or both parties desire to continue the Agreement beyond the term, such extension of validity or any alterations to it shall be requested in writing to extend or alter the Agreement.

ARTICLE XII: TERMINATION

This Agreement and all parties' obligations hereunder may be terminated by ABOT or VANE for any reason upon giving to the respective other party four (4) weeks notice thereof in order to avoid any inconvenience or damages that may arise.

AGREE AND ATTESTED

The respective representative who is signing below guarantees that he/she is duly empowered by his/her respectively named company to enter into and be bound by the commitments and obligations contained herein either as an individual, a corporate body or on behalf of a corporate body.





(IMRAN FIROZ, PRESIDENT)
Abot Mining Co. (ABOT.PK)
13920 Moorpark Street #201
Sherman Oaks, CA 91423

(DAVID NEWTON, CEO)
Vane Minerals plc
Metic House, Ripley Drive,
Normanton, West Yorkshire,
WF6 1QT

November 14, 2012

To,
Rising Star Mining
Calle Paseo De Los Artistas 1180
Colonia Colinas De La Normal C.P. 44270
Guadalajara, Jalisco Mexico

Attn: Dane Peterson, President

Re: Silver Tailings Purchase & Processing Agreement with Rollovers & Extensions

Dear Mr. Peterson:

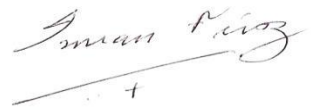
The purpose of this Silver Tailings Purchasing & Processing Agreement ("Agreement") is to set forth the terms and conditions pursuant to which Abot Mining Co., an Idaho corporation ("Company" or "ABOT") will enter into an Agreement with Rising Star Mining or its affiliates, a Mexican corporation (collectively known as "Seller" or "Rising Star") to purchase and process Tailings and to market and sell end products (silver and gold) to buyers.

For additional consideration and profit sharing clause as defined in Article 6.4 of the Agreement, Rising Star shall be responsible for processing, marketing and sale of refined product that is extracted from the Tailings.

The **Agreement** is consummated pursuant to the terms of a formal legally binding agreement as executed below by both parties, whereby both parties execute their respective responsibilities and duties as necessary to achieve the most efficient results.

If you agree to the Agreement (below), please return, by fax or email, a signed copy of this Agreement to the undersigned no later than November 14, 2012, after which time this Agreement will expire if not so accepted.

Very truly yours,



(Imran Firoz, President)

Silver Tailings Purchasing & Processing Agreement

THIS AGREEMENT is made and entered into as of the 14th day of November, 2012, by and between, **Abot Mining Co.**, an Idaho incorporated company with its office at 6303 Owensmouth Avenue, 10th Floor, Woodland Hills, CA 91367 hereinafter called "Company" or "ABOT" and **Rising Star Mining and its affiliates**, a Mexican company with offices at Calle Paseo De Los Artistas 1180, Colonia Colinas De La Normal C.P. 44270, Guadalajara, Jalisco Mexico, hereinafter called "Seller".

WHEREAS Seller has the full legal authority to market and sell Silver & Gold Tailings and desires to sell to Company such tailings (collectively known as the "Tailings");

WHEREAS Company desires to purchase such Tailings on the terms and conditions set out below;

WHEREAS for additional consideration and profit sharing, Seller has agreed to make necessary arrangements for processing, marketing and sale of the concentrate or refined product that is extracted from Tailings.

NOW, THEREFTAILINGS, in consideration of the covenants and agreements hereinafter contained, Company and Seller do hereby agree as follows:

1. **SALE**

Seller agrees to sell and Company agrees to purchase Tailings on the terms and conditions herein set forth.

2. **PRODUCT SOLD AND PURCHASED**

The Tailings to be sold and purchased pursuant to this Agreement shall be produced by Seller from those certain Properties described in Schedule "A" hereto. The quantity of Tailings to be sold shall be the total quantity of Tailings shipped by Seller to the Production Facility to be agreed between parties during the term of this Agreement set forth in Section 8(a).

3. **QUALITY OF TAILINGS**

(a) Company shall not be obligated to purchase any Tailings Lot (defined below) not having an average grade of Gold, Au < 0.33 g and Silver, Ag < 500 g.

(b) Seller will not knowingly deliver and will be subject to the payment reductions as set out between the Seller and the Production Facility that will include but not limited to the extent of moisture content, impurities (non-Tailings material), size of Tailings, etc.

(c) If the Tailings are rejected by the Production Facility for nonconforming, the Seller shall be responsible for all charges including but not limited to removing, storing, sampling, analyzing, loading, transporting, and disposing of such Tailings and/or materials.

(d) The Company shall not be responsible for the return of nonconforming Tailings and for any expenses and charges for handling, loading, preparing, transporting, storing, and caring for nonconforming Tailings or non-Tailings material, plus those charges which may be assessed pursuant to this Agreement.

(e) If Tailings is discovered to be nonconforming, or non-Tailings material is discovered, Company shall be responsible only for its employees', agents', subcontractors', or invitees' negligence with respect to such Tailings or material. Seller shall defend, indemnify and hold harmless Company from and against all other claims, liability, loss or damage, including without limitation, any cost, expense or attorney's fees arising out of or relating to nonconforming Tailings or non-Tailings material. The obligations of Seller in this regard shall apply notwithstanding the obligations of Company set forth elsewhere in this Agreement; and Company's obligations in this Agreement do not apply to the extent that the claims or demands arise out of nonconforming Tailings or non-Tailings material supplied by Seller.

4. DELIVERY OF TAILINGS TO THE PRODUCTION FACILITY

(a) All deliveries of Tailings shall be made to the Production Facility as per the processing agreement between the Seller and the Production Facility, at Seller's own cost and expense, by rear-dump or side dump truck no larger than thirty (30) ton, gross weight as determined from the certified truck scales at the Production Facility. The exact schedule of deliveries shall be arranged with the Production Facility Manager, or designee, so that deliveries will be made at times convenient for the receipt thereof. Any Tailings rejected by the Production Facility under this Agreement shall be deemed not to have been delivered for purpose of this Paragraph.

(b) Seller shall arrange for the transportation of the Tailings to the Production Facility through a qualified transportation subcontractor, and shall ensure that the transportation subcontractor shall comply with all applicable federal and state transportation regulations. Delivery to the Production Facility shall comply with all Production Facility receiving requirements.

(c) Co-Title to and all risk of loss of or damage to any Tailings, all minerals contained therein and all tailings resulting therefrom shall pass to Company upon payment by Company to Seller of the Payment referred to in Paragraph 6.2 with respect to such Tailings. Seller assumes the risk of storing Tailings at Seller's Production Facility prior to passage of title under the preceding sentence.

5. SAMPLING AND ASSAY

(a) Sampling and analysis of Tailings shall be in accordance with standard practice in the Gold/Silver industry in the United States, or other methods and standards as mutually agreed between Company and Seller.

6. PURCHASE PRICE & PROFIT SHARING

6.1 Tailings Lot

Seller shall notify company as outlined in Article 19, in writing, or verbally promptly followed in writing, at the time Seller decides to close, that is, set the size of each lot of Tailings, hereafter referred to in this Agreement as "Tailings Lot". Tailings Lot must be a minimum of one hundred and fifty (150) tons.

6.2 Amount of Payment

Subject to the provisions of this Agreement, Seller shall be paid, and Company hereby agrees to pay start-up cost equal to twenty-five thousand ("$25,000" or the "Payment") upon signing of the Agreement.

6.3 Frequency and Time of Payments for Tailings

The Company has paid the Seller advance monies equal to one thousand five hundred dollars ($1,500, the "Advance").

The remaining balance payment of $23,500 shall be made as requested by the Seller.

6.4 Profit Sharing

Commencing on the effective date and ending upon termination of the Agreement, all profits or losses to the Agreement shall be allocated on the following basis at the conclusion of each and every run of the Tailings:

- Rising Star/Seller 85% of Net Recovery
- ABOT/Company 15% of Seller's Net Recovery

The Company has an option to increase its profit sharing to up to 15% by paying an additional amount of $50,000 within forty-days (45) from the date of this Agreement, not to exceed past January 21, 2013.

Profit shall be defined as (proceeds from the sale of silver and gold – adjustments). Each party shall be responsible for payment of their respective local, state and federal taxes.

7. COMPLIANCE WITH LAWS

Seller shall comply with all laws, ordinances, governmental rules and regulations, whether federal, state or local, permits and licenses applicable to the mining, transportation and sale of the Tailings hereunder.

8. TERM AND TERMINATION

(a) This Agreement shall have a term of one year commencing on the date hereof.

(b) Notwithstanding any provision to the contrary in this Agreement, in the event that either party shall fail to comply with the terms herein set forth, or any of them, the other party may notify such party of its default or failure, and if such party shall fail to correct said default or failure within thirty (30) days after service of such notice, the first party may then forthwith terminate this Agreement without further notice and without prejudice to any other right or remedy which the first party may have.

(c) Notwithstanding any provision to the contrary in this Agreement, either party may terminate this Agreement if the other party becomes insolvent, fails to pay its debts as they become due, makes a general assignment to its creditors, files a petition or other action in bankruptcy or has a petition or other action filed against it seeking to declare it bankrupt, which has not been remedied or stayed within a period of ten (10) Business Days, or goes into liquidation or has a receiver appointed.

9. TAXES

Seller shall be responsible for the payment of and shall pay all governmental taxes, excises and/or charges in Mexico (except those based upon net income of Company) that may accrue, during the term hereof on account of this Agreement, or that may arise from the mining, severance from the ground, production, sale or transportation of any Tailings delivered hereunder. Seller shall be responsible for any such taxes, excises, and charges that Company may be required to pay and Seller shall indemnify Company in full for any such taxes, excess charges or royalties that Company may be required to pay in Mexico.

10. REPRESENTATIONS AND WARRANTIES

10.1 Company Representations and Warranties. Company will represent and warrant to Seller, among other standard representations and warrants, that, as of the Closing:

(i) Company will have no liabilities, contingent or otherwise, in excess of those set forth in its filings with the OTC Markets, other than payment of legal, accounting, consulting and other fees associated with the Agreement.

(ii) Company will be validly existing under the laws of the state of its incorporation, have the proper corporate authority to enter into this Agreement and the transactions contemplated thereby, and have received all consents and approvals necessary to consummate the transactions contemplated by this Agreement;

(iii) This Agreement and the transactions contemplated thereby will not violate the terms or provisions of any law, court order, or agreement to which Company is governed or bound;

10.2 Seller Representations and Warranties. Seller will represent and warrant to the Company that, as of the Closing:

(i) Seller will be validly existing under the laws of the state/country of its formation, has the proper authority and power of attorney to all Tailings currently stockpiled on the Properties and all Tailings to be sold to Company, and to enter into the Agreement and the transactions contemplated thereby, and has received all consents and approvals necessary to consummate the transactions contemplated by this Agreement;

(ii) This Agreement and the transactions contemplated thereby will not violate the terms or provisions of any law, court order, or agreement to which the Seller is governed or bound;

(iii) Seller further represents and warrants that it will have paid, satisfied and discharged, or arranged for the payment, satisfaction and discharge of all royalties on Tailings production from the premises, and that all Tailings delivered hereunder will be free from all liens, security interests, royalties, and encumbrances.

(iv) To the extent Company is required to satisfy or discharge any royalty, lien or other encumbrance owed by Seller, Company may, in addition to any and all remedies available under law and equity, reimburse itself from payments due Seller hereunder. Seller further represents, warrants and certifies that all Tailings sold by Seller to Company hereunder was or will be produced by conventional mining from the Properties and, upon request of Company, Seller shall provide a written certification to the Company.

11. GOVERNING LAW, DISPUTE RESOLUTION, AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the conflicts of laws principles thereof. All disputes, controversies or claims ("Disputes") arising out of or relating to this Agreement shall in the first instance be the subject of a meeting between a representative of each party who has decision-making authority with respect to the matter in question. Should the meeting either not take place or not result in a resolution of the dispute within twenty (20) business days following notice of the dispute to the other party, then the dispute shall be resolved in a binding arbitration proceeding, in accordance with the international rules of the American

Arbitration Association, to be held in (i) Los Angeles, California, if the proceedings are initiated by the Company or (ii) Nayarit, Mexico, if the proceedings are initiated by the Seller. The parties agree that a panel of one arbitrator shall be required, who shall be fluent in English. The arbitrator may award attorneys' fees and other arbitration related expense, as well as pre- and post-judgment interest on any award of damages, to the prevailing party, in its sole discretion.

12. CONFIDENTIALITY

Each party agrees to keep confidential any information obtained by it from the other party in connection with its investigations or otherwise in connection with these transactions and, if such transactions are not consummated, to return to the other party any documents and copies thereof received or obtained by it in connection with the proposed transactions. Further, except as and to the extent required by law or as required by Company's OTC Markets ongoing disclosure obligations which is reported on quarterly and annual basis, without the prior written consent of the other party, Company and Seller shall not make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a possible transaction among the parties or any of the terms, conditions or other aspects of the transaction proposed in this Agreement.

If a party is required by law to make any such disclosure, it must first provide to the other party the content of the proposed disclosure, the reasons that such disclosure is required by law and the time and place that the disclosure will be made. Notwithstanding the foregoing, the parties hereto agree that Company will prepare press releases to report the execution of this Agreement and material update during the term of this Agreement, which report shall be subject to the prior approval of the other party, which approval will not to be unreasonably withheld.

13. NATURE OF RELATIONSHIP

Seller shall act and represent itself as being completely independent from Company and not as an agent, employee partner or joint venture of or with Company or any of Company's affiliates.

14. SURVIVAL OF OBLIGATIONS

The obligations, representations and warranties of each party to the other, which are to be performed after termination, shall survive the termination of this Agreement regardless of the cause of termination, including without limitation, the obligations, representations and warranties contained in Sections 3, 6, 9, 10, 11, 12, 15, 16, and 20 of this agreement.

15. COMPLETE AGREEMENT AND AMENDMENT

This Agreement constitutes the full and complete understanding of the parties with respect to the subject matter hereof and supersedes any prior agreement, oral or written, relating thereto. This Agreement shall not be amended except in writing, signed by both parties, unless otherwise provided for within this Agreement. The parties hereto agree that any amendments that may be necessary to achieve or maintain compliance with any regulatory program that may apply to the subject of this Agreement shall be make as soon as practicable, provided, however, either party may elect to terminate this Agreement rather than agree to any amendment unless such amendment applies to Tailings already processed at the Production Facility, in which case the necessary amendment shall be made.

16. HOLD HARMLESS

Seller agrees to indemnify, defend and hold Company harmless from and against any and all claims, demands or causes of action of any person, firm or corporation claiming any right, title or interest in or to Seller's Properties, the Tailings or the proceeds of sale thereof. In the event that any person, firm or corporation other than Seller shall make a claim or demand on Company for all or any part of the purchase price payable to Seller hereunder, Company shall have the right to retain all amounts which thereafter become due to Seller hereunder until Seller shall have furnished to Company a decree of a court of competent jurisdiction, or other evidence satisfactory to Company, establishing the right of Seller to receive payment of said amounts and determining that the third person firm or corporation making claim therefore is not entitled to receive any portion of the same.

17. COUNTERPARTS

This Agreement may be executed (in either original or facsimile form) in one or more counterparts, all of which taken together shall for all purposes constitute an Agreement, binding on the parties, and each party hereby covenants and agrees to execute all duplicates or replacement counterparts of this Agreement as may be required.

18. MISCELLANEOUS

(a) Notwithstanding any provision to the contrary in this Agreement, neither party shall be liable for any incidental, punitive, consequential or special damages covered by or resulting from any breach hereof by the other party. In this Agreement, the following terms shall have the following meanings:

(i) "Business Day" shall mean a day other than a Saturday, Sunday or legal holiday in the state of California; and

(ii) "ton" shall mean a dry ton avoirdupois.

(b) Any paragraph, sentence or clause of this Agreement held to be unenforceable or void for any reason, is severable and shall not affect the remaining portions of this Agreement.

(c) The captions or headings found herein are solely for the convenience of the parties and are not a part of this Agreement.

(d) This Agreement shall be governed by and construed under the laws of the State of California.

19. NOTICES

Except as expressly set out herein, all notices or instructions required to be given under the terms hereof shall be in writing and validly served, given or made if mailed by certified mail in any U.S. Post Office with postage prepaid, delivered by hand, courier or facsimile, and if intended for Seller, addressed to Seller at:

Rising Star Mining
Calle Paseo De Los Artistas 1180
Colonia Colinas De La Normal C.P. 44270
Guadalajara, Jalisco Mexico
Tel: + 52 331.142.3673, E: arena28@live.com

or, if intended for Company, addressed to Company at:

Abot Mining Co.
6303 Owensmouth Avenue | 10th Floor
Woodland Hills | CA 91367
T: +1 818.302.0100, E: info@abotmining.com

Each party may designate by notice in writing a new address and additional addresses to which such notice shall be mailed.

20. FORCE MAJEURE

(a) All obligations of either party hereunder shall be suspended while, but only so long as, and to the extent that such party is prevented from complying with such obligations in whole or in part as a result of any event of force majeure as defined herein.

(b) An event of force majeure shall mean any act or event beyond the reasonable control and without the fault or negligence of Seller or Company and affecting the Seller's mining operations with respect to Tailings to be delivered hereunder or affecting the Production Facility and continuing for more than thirty (30) days, including in either case, but not limited to, any act, delay or failure to act on the part of any governmental authority (such as, for example, and not by way of limitation, enactment of legislation, promulgation of orders and adoption of rules, regulations, failure to issue necessary permits, licenses or approvals, or the like, so long as the party involved has diligently attempted to obtain such permits, licenses or approvals), acts of God, fire, surface flood, windstorm, and other damage from the elements (exclusive of usual winter conditions causing temporary work stoppages), explosion or major equipment breakdown, mine disasters, major accidents, labor disturbances such as strikes or work stoppages, blockades, delays in transportation or car shortages, unavailability of electrical power, fuel, supplies or necessary equipment, and Production Facility shutdowns for rehabilitation or modification, but specifically excluding normal increases in the cost of mining and the effects of changes in the prices of gold and silver, and normal risks of mining and production. Any strike, lockout or other labor dispute shall be deemed to be beyond the reasonable control of and without the fault or negligence of Seller or Company and nothing herein shall be deemed to obligate Seller or Company to forestall or settle any such labor disturbance against its will.

(c) Prompt notice of the occurrence of any event of force majeure shall be given by the affected party to the other, together with an estimate of the effect of such occurrence on deliveries or production, as the case may be, and the expected duration thereof. The party prevented from complying with its obligations shall use all reasonable efforts and exercise diligence in its endeavor to remove or overcome such event of force majeure, provided that if the periods of force majeure affecting performance of this Agreement in whole or in part by Seller shall exceed, in the aggregate, during the term hereof, ninety (90) days, which days need not be consecutive, this Agreement and all obligations hereunder shall terminate, at the option of Company, and be of no further force or effect.

21. SUCCESSORS AND ASSIGNS

The terms and provisions of this Agreement shall be binding upon and endure to the benefit of the parties hereto and their successors and permitted assigns.

22. ASSIGNMENT

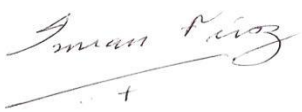
Notwithstanding any provision to the contrary in this Agreement, neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party hereto without the prior written consent of the other party. Any attempted assignment or transfer by a party hereto, except as aforesaid without the other party's written consent shall be without force and effect. Notwithstanding the forgoing, either party may assign its rights hereunder to a bank or other financial institution or lender in connection with a financing by such party, or Company may assign its rights hereunder to one or more of its affiliates.

23. PAYMASTER

Company and Seller will execute a separate Paymaster Agreement, where the Seller or mutually agreed third party shall act as the Paymaster to remit the appropriate payments as per Article 6.4 to each party pursuant to their respective banking coordinates within three banking days of receipt and clearance of proceeds received from the sale of concentrate in the receiving bank.

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

Accepted and Agreed by Company: **ABOT Mining Co**.



By: _____
Imran Firoz, President

Accepted and Agreed by Seller: **Rising Star Mining**



By: _____ Dated: November 14, 2012
Dane Peterson, President

Schedule "A"

Description of Properties

Name of Tailings: Pueblo Project in Sinaloa

Gold & Silver Ore
Processing Agreement

THIS AGREEMENT is made and entered into as of the 15th day of May, 2014, by and between, **Abot Mining Co.**, an Idaho incorporated company with its office at 301 Simplicity, Irvine, CA 92620 hereinafter called "Company" or "ABOT" and **Minera Manos Del Rey. S.A. DE C.V.**, a Mexican company with offices at Municipo de Toliman, El Rodeo, Jalisco, Mexico, CP 49750, hereinafter called "Operator".

WHEREAS Company has agreed to provide start-up funding and Ore for the processing of the Ore on the terms and conditions set out below;

WHEREAS for additional consideration and profit sharing, the Operator has agreed to make necessary arrangements for processing, marketing and sale of the concentrate or refined product that is extracted from the Ore.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, Company and Operator do hereby agree as follows:

24. FINANCING

Company agrees to provide funding for start-up for the processing of Ore on the terms and conditions herein set forth.

25. SALE

The Company agrees to provide and source Ore from its Mexican Joint Venture Partner on the terms and conditions herein set forth.

26. PROCESSING

Operator agrees to provide processing, marketing and sale of the concentrate or refined product that is extracted from the Ore on the terms and conditions herein set forth.

27. SUPPLY OF ORE

The Ore provided pursuant to this Agreement shall be arranged by the Company from its Mexican Joint Venture Partner or from third parties as per the discretion of the Company. The quantity of Ore to be provided shall be the total quantity of Ore shipped to the processing facility of the Operator as agreed between parties during the term of this Agreement.

28. QUALITY OF ORE

(f) Parties have agreed not to process any Ore (defined below) that has an average grade below of Gold, Au < 5 g per ton of ore and Silver, Ag < 35 g per ton of ore.

(g) The Operator will fully vet, confirm and approve the quality of the Ore at the source before the Ore is shipped to the Processing Facility.

(h) Once the Ore is approved by the Operator, the Company shall not be responsible for the return of nonconforming Ore and for any expenses and charges for handling, loading, preparing, transporting, storing, and caring for nonconforming Ore or non-ore material, plus those charges which may be assessed pursuant to this Agreement.

(i) If Ore is discovered to be nonconforming, or non-ore material is discovered after the approval of the Ore by the Operator, Company shall be responsible only for its employees', agents', subcontractors', or invitees' negligence with respect to such Ore or material. Operator shall defend,

indemnify and hold harmless Company from and against all other claims, liability, loss or damage, including without limitation, any cost, expense or attorney's fees arising out of or relating to nonconforming Ore or non-ore material.

29. DELIVERY OF ORE TO THE PROCESSING UNIT

(d) All deliveries of Ore shall be made to the Processing Unit of the Operator by rear-dump or side dump truck no larger than twenty (20) ton, gross weight as determined and agreed by the Operator. The exact schedule of deliveries shall be arranged with the Operator, so that deliveries will be made at times convenient for the receipt thereof. Any Ore rejected by the Operator under this Agreement shall be deemed not to have been delivered for purpose of this Paragraph.

(e) The Operator shall arrange for the transportation of the Ore to the Processing Unit through a qualified transportation subcontractor, and shall ensure that the transportation subcontractor shall comply with all applicable federal and state transportation regulations. Delivery to the Processing Unit shall comply with all Processing Unit receiving requirements.

30. SAMPLING AND ASSAY

(b) Sampling and analysis of Ore shall be in accordance with standard practice in the Gold/Silver industry in the United States, or other methods and standards as mutually agreed between Company and Operator.

31. PROFIT SHARING

8.1 Ore Lot

An Ore Lot must be a minimum of two hundred (200) tons and a maximum of one thousand (1,000) tons.

8.2 Profit Sharing

Commencing on the effective date and ending upon termination of the Agreement, all profits or losses to the Agreement shall be allocated on the following basis at the conclusion of each and every run of the Ore:

- ABOT/Company 34%
- Minera Manos Del Rey/Operator 66%

Profit shall be defined as (proceeds from the sale of concentrate to refinery minus any adjustments as agreed between Company and Operator, such as payment of start-up cost, loan and other similar items).

Each party shall be responsible for payment of their respective local, state and federal taxes.

32. COMPLIANCE WITH LAWS

All parties shall comply with all laws, ordinances, governmental rules and regulations, whether federal, state or local, permits and licenses applicable to the mining, transportation and sale of the Ore hereunder.

33. TERM AND TERMINATION

(d) This Agreement shall have a term of one year commencing on the date hereof.

(e) Notwithstanding any provision to the contrary in this Agreement, in the event that either party shall fail to comply with the terms herein set forth, or any of them, the other party may notify such party of its default or failure, and if such party shall fail to correct said default or failure within thirty (30)

days after service of such notice, the first party may then forthwith terminate this Agreement without further notice and without prejudice to any other right or remedy which the first party may have.

(f) Notwithstanding any provision to the contrary in this Agreement, either party may terminate this Agreement if the other party becomes insolvent, fails to pay its debts as they become due, makes a general assignment to its creditors, files a petition or other action in bankruptcy or has a petition or other action filed against it seeking to declare it bankrupt, which has not been remedied or stayed within a period of ten (10) Business Days, or goes into liquidation or has a receiver appointed.

34. TAXES

Operator shall be responsible for the payment of and shall pay all governmental taxes, excises and/or charges in Mexico (except those based upon net income of Company) that may accrue, during the term hereof on account of this Agreement, or that may arise from the mining, severance from the ground, production, sale or transportation of any Ore delivered hereunder. Operator shall be responsible for any such taxes, excises, and charges that Company may be required to pay and Operator shall indemnify Company in full for any such taxes, excess charges or royalties that Company may be required to pay in Mexico.

35. REPRESENTATIONS AND WARRANTIES

12.1 Company Representations and Warranties. Company will represent and warrant to Operator, among other standard representations and warrants, that, as of the Closing:

(iv) Company will have no liabilities, contingent or otherwise, in excess of those set forth in its filings with the OTC Markets, other than payment of legal, accounting, consulting and other fees associated with the Agreement.

(v) Company will be validly existing under the laws of the state of its incorporation, have the proper corporate authority to enter into this Agreement and the transactions contemplated thereby, and have received all consents and approvals necessary to consummate the transactions contemplated by this Agreement;

(vi) This Agreement and the transactions contemplated thereby will not violate the terms or provisions of any law, court order, or agreement to which Company is governed or bound;

12.2 Operator Representations and Warranties. Operator will represent and warrant to the Company that, as of the Closing:

(v) Operator will be validly existing under the laws of the state of its incorporation, have the proper corporate authority to enter into this Agreement and the transactions contemplated thereby, and have received all consents and approvals necessary to consummate the transactions contemplated by this Agreement;

(vi) This Agreement and the transactions contemplated thereby will not violate the terms or provisions of any law, court order, or agreement to which the Operator is governed or bound.

36. GOVERNING LAW, DISPUTE RESOLUTION, AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without giving effect to the conflicts of laws principles thereof. All disputes, controversies or claims ("Disputes") arising out of or relating to this Agreement shall in the first instance be the subject of a meeting between a representative of each party who has decision-making authority with respect to the matter in question. Should the meeting either not take place or not result in a resolution of the dispute within twenty

(20) business days following notice of the dispute to the other party, then the dispute shall be resolved in a binding arbitration proceeding, in accordance with the international rules of the American Arbitration Association, to be held in (i) Los Angeles, California, if the proceedings are initiated by the Company or (ii) Nayarit, Mexico, if the proceedings are initiated by the Operator. The parties agree that a panel of one arbitrator shall be required, who shall be fluent in English. The arbitrator may award attorneys' fees and other arbitration related expense, as well as pre- and post-judgment interest on any award of damages, to the prevailing party, in its sole discretion.

37. CONFIDENTIALITY

Each party agrees to keep confidential any information obtained by it from the other party in connection with its investigations or otherwise in connection with these transactions and, if such transactions are not consummated, to return to the other party any documents and copies thereof received or obtained by it in connection with the proposed transactions. Further, except as and to the extent required by law or as required by Company's OTC Markets ongoing disclosure obligations which is reported on quarterly and annual basis, without the prior written consent of the other party, Company and Operator shall not make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a possible transaction among the parties or any of the terms, conditions or other aspects of the transaction proposed in this Agreement.

If a party is required by law to make any such disclosure, it must first provide to the other party the content of the proposed disclosure, the reasons that such disclosure is required by law and the time and place that the disclosure will be made. Notwithstanding the foregoing, the parties hereto agree that Company will prepare press releases to report the execution of this Agreement and material update during the term of this Agreement, which report shall be subject to the prior approval of the other party, which approval will not to be unreasonably withheld.

38. NATURE OF RELATIONSHIP

Operator shall act and represent itself as being completely independent from Company and not as an agent, employee partner or joint venture of or with Company or any of Company's affiliates.

39. SURVIVAL OF OBLIGATIONS

The obligations, representations and warranties of each party to the other, which are to be performed after termination, shall survive the termination of this Agreement regardless of the cause of termination, including without limitation, the obligations, representations and warranties contained in Sections 3, 6, 9, 10, 11, 12, 15, 16, and 20 of this agreement.

40. COMPLETE AGREEMENT AND AMENDMENT

This Agreement constitutes the full and complete understanding of the parties with respect to the subject matter hereof and supersedes any prior agreement, oral or written, relating thereto. This Agreement shall not be amended except in writing, signed by both parties, unless otherwise provided for within this Agreement.

41. HOLD HARMLESS

Operator agrees to indemnify, defend and hold Company harmless from and against any and all claims, demands or causes of action of any person, firm or corporation claiming any right, title or interest in or to Operator's properties.

42. COUNTERPARTS

This Agreement may be executed (in either original or facsimile form) in one or more counterparts, all of which taken together shall for all purposes constitute an Agreement, binding on the parties, and each

party hereby covenants and agrees to execute all duplicates or replacement counterparts of this Agreement as may be required.

43. MISCELLANEOUS

(e) Notwithstanding any provision to the contrary in this Agreement, neither party shall be liable for any incidental, punitive, consequential or special damages covered by or resulting from any breach hereof by the other party. In this Agreement, the following terms shall have the following meanings:

(iii) "Business Day" shall mean a day other than a Saturday, Sunday or legal holiday in the state of Idaho; and

(iv) "ton" shall mean a dry ton avoirdupois.

(f) Any paragraph, sentence or clause of this Agreement held to be unenforceable or void for any reason, is severable and shall not affect the remaining portions of this Agreement.

(g) The captions or headings found herein are solely for the convenience of the parties and are not a part of this Agreement.

(h) This Agreement shall be governed by and construed under the laws of the State of Idaho.

44. NOTICES

Except as expressly set out herein, all notices or instructions required to be given under the terms hereof shall be in writing and validly served, given or made if mailed by certified mail in any U.S. Post Office with postage prepaid, delivered by hand, courier or facsimile, and if intended for Company, addressed to Company at:

Abot Mining Co.
301 Simplicity
Irvine, CA 92620
T: +1 818.302.0100
E: info@abotmining.com

or, if intended for Operator, addressed to Operator at:

Minera Manos Del Rey
Municipo de Toliman, CP 49750
El Rodeo, Jalisco, Mexico
T: +52.341.436.6778
E: rwn1bob@yahoo.com

Each party may designate by notice in writing a new address and additional addresses to which such notice shall be mailed.

45. FORCE MAJEURE

(d) All obligations of either party hereunder shall be suspended while, but only so long as, and to the extent that such party is prevented from complying with such obligations in whole or in part as a result of any event of force majeure as defined herein.

(e) Prompt notice of the occurrence of any event of force majeure shall be given by the affected party to the other, together with an estimate of the effect of such occurrence on deliveries or production, as the

case may be, and the expected duration thereof. The party prevented from complying with its obligations shall use all reasonable efforts and exercise diligence in its endeavor to remove or overcome such event of force majeure, provided that if the periods of force majeure affecting performance of this Agreement in whole or in part by Operator shall exceed, in the aggregate, during the term hereof, ninety (90) days, which days need not be consecutive, this Agreement and all obligations hereunder shall terminate, at the option of Company, and be of no further force or effect.

46. SUCCESSORS AND ASSIGNS

The terms and provisions of this Agreement shall be binding upon and endure to the benefit of the parties hereto and their successors and permitted assigns.

47. ASSIGNMENT

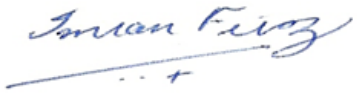
Notwithstanding any provision to the contrary in this Agreement, neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party hereto without the prior written consent of the other party. Any attempted assignment or transfer by a party hereto, except as aforesaid without the other party's written consent shall be without force and effect. Notwithstanding the forgoing, either party may assign its rights hereunder to a bank or other financial institution or lender in connection with a financing by such party, or Company may assign its rights hereunder to one or more of its affiliates.

48. PAYMASTER

Company and Operator will execute a separate Paymaster Agreement, where the Operator or mutually agreed third party shall act as the Paymaster to remit the appropriate payments as per Article 8.2 to each party pursuant to their respective banking coordinates within three banking days of receipt and clearance of proceeds received from the sale of concentrate in the receiving bank.

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

Accepted and Agreed by Company: **ABOT Mining Co**.



By: _____
Imran Firoz, President

Accepted and Agreed by Operator: **Minera Manos Del Rey**

By: Robert Neatherlin
Robert Neatherlin, President

EXHIBIT B – ARTICLES OF INCORPORATION AND BYLAWS

By-Laws of Abot Mining Co.

ARTICLE I OFFICES
The principal office of the corporation will be located at:

ARTICLE II SHAREHOLDERS

SECTION 1: ANNUAL MEETINGS
The annual meeting of the shareholders will be held on the First day of July in each year, beginning with the year, at the hour of 3:00 o'clock p.m. for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

If the day fixed for the annual meeting is a legal holiday in the State of Idaho, such meeting will be held on the next succeeding business day. If the election of Directors is not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors will cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

SECTION 2: SPECIAL MEETINGS
Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chief Executive Officer or by the Board of Directors and must be called by the Chief Executive Officer at the request of the holders if not less than one-tenth of all the outstanding shares of the corporation entitled to vote are at the meeting.

SECTION 3 PLACE OF MEETING
The Board of Directors may designate any place, either within or without the State of Idaho as the place of meeting for any annual or special meeting of shareholders. If no designation is made, the place of meeting will be the principal office of the corporation.

SECTION 4 NOTICE OF MEETING
Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, must be delivered not less than ten or more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the Chief Executive Officer, or the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice will be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at the Shareholder's address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

SECTION 5 QUORUM
A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, will constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum must be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION 6 PROXIES
At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by the Shareholder's duly authorized attorney in fact. Such proxy must be filed with the Secretary of the corporation before or at the time of the meeting. No proxy will be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

SECTION 7 VOTING OF SHARE
Subject to the provisions of Section 9, each outstanding share entitled to vote will be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

SECTION 8 INFORMAL ACTION BY SHAREHOLDER

Any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting of a consent in writing, setting forth the action so taken, must be signed by shareholders owning a majority of the Company's issued and outstanding common stock with respect to the subject matter thereof.

ARTICLE III BOARD OF DIRECTORS

SECTION 1 GENERAL POWERS
The business and affairs of the corporation will be managed by its Board of Directors.

SECTION 2 NUMBER, TENURE, AND QUALIFICATIONS
The number of Directors of the corporation must be at least one but not more than nine. Each director will hold office until the next annual meeting of shareholders and until the Director's successor has been elected and qualified.

SECTION 3 REGULAR MEETINGS
A regular meeting of the Board of Directors will be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Idaho, for the holding of additional regular meetings without other notice than such resolution.

SECTION 4 SPECIAL MEETINGS
Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place either within or without the State of Idaho as the place for holding any special meeting of the Board of Directors called by them.

SECTION 5 NOTICE
Notice of any special meeting must be given at least four days previously thereto by written notice delivered personally or mailed to each Director at their customary business address. If mailed, such notice will be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at a meeting will constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

SECTION 6 QUORUM
A majority of the number of Directors fixed by Section 2 of this Article III will constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 7 MANNER OF ACTING
The act of the majority of the Directors present at a meeting at which a quorum is present will be the act of the Board of Directors.

SECTION 8 VACANCIES
Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy will be elected for the unexpired term of the predecessor in office.

SECTION 9 COMPENSATION
By resolution of the Board of Directors, the Directors may be paid their expenses, if any, for attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the

Board of Directors. No such payment may preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

SECTION 10 PRESUMPTION OF ASSENT
A Director of the corporation who is present at a meeting of the Board of Directors, at which action on any corporate matter is presumed to assent to the action taken unless the Director's dissent will be entered in the minutes, of the meeting or unless the Director will file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or will forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent will not apply to a Director who voted in favor of such action.

SECTION 11 EXECUTIVE COMMITTEE
The Board of Directors, by resolution adopted by the majority of the Directors fixed by the by-laws, may designate a committee of not less than two Directors which committee, in absence of a resolution of the Board of Directors limiting or restricting its authority will have and may exercise all of the authority of the Board of Directors in the management of all business and affairs of the corporation, except the Executive Committee may not fill vacancies in the Board of Directors or amend these by-laws. The Board of Directors may at any time remove any member of the Executive Committee with or without cause and may terminate or in any way in its sole discretion limit or restrict the authority of the Executive Committee. The Committee will keep a record of its proceedings and report such proceedings to the Board of Directors.

ARTICLE IV OFFICERS

SECTION 1 NUMBER
The officers of the corporation will be a Chief Executive Officer, one or more Vice Presidents (the number thereof, if any, to be determined by the Board of Directors), a Secretary, and a Chief Financial Officer, each of who will be elected by the Board of Directors. Any officers may be held by the same person, including the offices of Chief Executive Officer and Secretary.

SECTION 2 ELECTION AND TERM OF OFFICE
The officers of the corporation to be elected by the Board of Directors will be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers is not held at such meeting, such election will be held as soon thereafter as conveniently may be. Each officer will hold office until a successor has been duly elected and qualified or until the Officer's death or until the Officer has resign or has been removed in the manner hereinafter provided.

SECTION 3 REMOVAL
Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors, whenever in its judgment the best interests of the corporation would be served thereby, but such removal will be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent will not of itself create contract rights.

SECTION 4 VACANCIES
A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5 CHIEF EXECUTIVE OFFICER
The Chief Executive Officer will be the principal executive officer of the corporation and, subject to the control of the Board of Directors, will in general supervise and control all of the business and affairs of the corporation. The Chief Executive Officer, when present, will preside at all meetings of the shareholders and of the Board of Directors. The Chief Executive Officer may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, and in general perform all duties incident to the office of Chief Executive Officer and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6 THE VICE PRESIDENT
In the absence of the Chief Executive Officer or in the event of the Chief Executive Officer's death, inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) perform the duties of the Chief Executive Officer, and when so acting have all the powers of and be subject to all the restrictions upon the Chief Executive Officer. Any Vice President may sign, with the Secretary or an Assistant Secretary, certificates for shares of the corporation; and perform such other duties as from time to time may be assigned to the Vice President by the Chief Executive Officer or by the Board of Directors.

SECTION 7 THE SECRETARY
The Secretary will: (a) keep the minutes of the shareholders' and of the Board of Directors' meetings in one or more books provided for the purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each shareholder furnished to the Secretary by such shareholder; (e) sign with the Chief Executive Officer, or a Vice President, certificates for shares of the corporation, the issuance of which has been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Chief Executive Officer or by the Board of Directors.

SECTION 8 THE CHIEF FINANCIAL OFFICER
The Chief Financial Officer will (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositaries as selected in accordance with the provisions of Article V of these by-laws; and (c) in general perform all of the duties incident to the office of the Chief Financial Officer and such other duties as from time to time may be assigned to the Chief Financial Officer by the Chief Executive Officer or by the Board of Directors.

SECTION 9 SALARIES
The salaries of the officers will be fixed from time to time by the Board of Directors and no officer may be prevented from receiving such salary by reason of the fact that the officer is also a Director of the corporation.

ARTICLE V CONTRACTS, LOANS, CHECKS, AND DEPOSITS

SECTION 1 CONTRACTS
The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2 LOANS
No loans may be contracted on behalf of the corporation and no evidences of indebtedness may be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3 CHECKS, DRAFTS, ETC.
All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation must be signed by such officer or officers, agent or agents, of the corporation and in such manner as from time to time determined by resolution of the Board of Directors.

SECTION 4 DEPOSITS
All funds of the corporation not otherwise employed will be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositaries as the Board of Directors may select.

ARTICLE VI CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1 CERTIFICATES FOR SHARES
Certificates representing shares of the corporation will be in such form as determined by the Board of Directors. Such certificates will be signed by the Chief Executive Officer or a Vice President and by the Secretary or an Assistant Secretary. All certificates for shares will be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, will be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer will be canceled and no certificates will be issued until the former certificate for a like number of shares has been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

SECTION 2 TRANSFER OF SHARES
Transfer of shares of the corporation will be made only on the stock transfer books of the corporation by the holder of record thereof or by a legal representative, who must furnish proper evidence of authority to transfer, or by an attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation will be deemed by the corporation to be the owner thereof for all purposes.

ARTICLE VII FISCAL YEAR
The fiscal year of the corporation will begin on the first day of January and end on the 31st day of December.

ARTICLE VIII DIVIDENDS
The Board of Directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law.

ARTICLE IX SEAL
The Board of Directors may provide a corporate seal which will be circular in form and have inscribed thereon the name of the corporation and conditions provided by law.

ARTICLE X WAIVER OF NOTICE
Whenever any notice is required to be given to any shareholder or director of the corporation under the provisions of these by-laws or under the provisions of the articles of incorporation or under the provisions of the laws of the State of Idaho, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, will be deemed equivalent to the giving of such notice.

ARTICLE XI AMENDMENTS
These by-laws may be altered, amended or repealed and new by-laws may be adopted by majority vote of the Board of Directors at any regular of special meeting of the Board of Directors, or by a majority vote of the outstanding shares. The foregoing initial by-laws of the corporation were adopted by the Board of Directors on this day _____