

ABOT MINING CO.

Quarterly Reporting Obligations (Update)

Part A **General Company Information**

Item 1 **The exact name of the issuer and its predecessor (if any).**

ABOT MINING CO.

Item 2 **The address of the issuer's principal executive offices.**

13920 Moorpark St. #201
Sherman Oaks, CA 91423
Phone: 818-302-0100

Item 3 **The jurisdiction(s) and date of the issuer's incorporation or organization.**

Year of Incorporation: 1957
Jurisdiction of Incorporation: Idaho

Part B **Share Structure**

Item 4 **The exact title and class of securities outstanding.**

As of June 30, 2012:
Common stock – 995,000,000 shares authorized and 814,337,072 shares issued and outstanding
Preferred Stock - 1 shares authorized and 1 share outstanding
Trading symbol: ABOT
Cusip number: 003734100

Item 5 **Par or stated value and description of the security.**

Par value per common stock is \$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.

Item 6 **The number of shares or total amount of the securities outstanding for each class of securities authorized.**

Common stock

- (i) Period ending June 30, 2012
- (ii) 995,000,000 shares of common stock authorized

- (iii) 814,337,072 shares of common stock issued and outstanding
- (iv) 160,852,366 number of shares of common stock in the public float
- (v) The number of beneficial shareholders of common stock is 1
- (vi) There are 1,647 shareholders of record of common stock

Preferred Stock

- (vii) Period Ended June 30, 2012
- (viii) 1 Share issued authorized and outstanding

Item 7 **The name and address of the transfer agent.**
Columbia Stock Transfer Company
601 E. Seltice Way Suite 202
Post Falls, ID, 83854
Phone: 208-664-3544
www.columbiastock.com
This transfer Agent is registered under the Exchange Act

Part C **Business Information**

Item 8 **The nature of the issuer's business**
A. Business Development. Describe the development of the issuer and material events during the last three years so that a potential investor can clearly understand the history and development of the business. If the issuer has not been in business for three years, provide this information for any predecessor company. This business development description must also include:

Abot Mining Co. ("Abot Mining") is an independent exploration company with a primary focus on acquiring, developing and participating in semi-precious mineral properties.

Abot Mining is currently focused on an aggressive growth strategy that includes the acquisition of small to mid-tier target properties with significant recoverable reserve potential. We aim to maintain a diversified portfolio view of mining projects, which shall include a balance mix of safe, secure investments with immediate cash flow potential and those higher risk exploration projects that offer greater potential rewards.

1. the form of organization of the issuer (e.g., corporation, partnership, limited liability company, etc.); **Corporation**
2. the year that the issuer (or any predecessor) was organized; **1957**
3. the issuer's fiscal year end date; **December 31**
4. whether the issuer (or any predecessor) has been in bankruptcy, receivership or any similar proceeding; **No**
5. any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets; **No**

6. any default of the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the issuer to make payments; **No**
 7. any change of control; **Yes**
 8. any increase of 10% or more of the same class of outstanding equity securities; **Yes**
 9. any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization; **No**
 10. any delisting of the issuer's securities by any securities exchange or deletion from the OTC Bulletin Board; and **No**
 11. any current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition, or operations and any current, past or pending trading suspensions by a securities regulator. State the names of the principal parties, the nature and current status of the matters, and the amounts involved. **No**
- B. Business of Issuer. Describe the issuer's business so a potential investor can clearly understand it. To the extent material to an understanding of the issuer, please also include the following:

Company is a US based mining company engaged in the exploration, discovery and production of precious and semi-precious metals and metal properties.

The Company is currently focused on an aggressive growth strategy that includes the acquisition of small to mid-tier target properties with significant growth potential. The Company aim to maintain a diversified portfolio view of mining projects, which shall include a balance mix of safe, secure investments with immediate cash flow potential and those higher risk exploration projects that offer greater potential rewards.

Major exploration companies generally focus their attention and resources toward the exploration and production of mature semi-precious metals properties that possess significant proven and probable reserves. The recent favorable economics of the commodities market have improved as prices have risen substantially, providing ample opportunities for smaller independent companies such as Abot Mining to acquire and exploit smaller precious and semi-precious mineral properties worldwide.

Abot Mining along with Rising Star S.A. de C.V., a Mexican Corporation ("Operating/JV Partner"), plans on developing its gold, silver and copper Aztlan 8B Mining Project ("Aztlan 8B") in the State of Nayarit in the Tecuala Mining District on the west coast of Mexico. The Tecuala Mining District is considered a widely mineralized area and identified as a major deposit of gold

and other minerals. The area around the Aztlan 8B has been extensively explored and is currently being mined by several known junior mining companies and geological institutions.

1. the issuer's primary and secondary SIC Codes; **1044**
2. if the issuer has never conducted operations, is in the development stage, or is currently conducting operations; **Issuer is currently conducting operations through its JV Partner in Mexico.**
3. whether the issuer is or has at any time been a "shell company" **No;**
4. the names of any parent, subsidiary, or affiliate of the issuer, and its business purpose, its method of operation, its ownership, and whether it is included in the financial statements attached to this disclosure statement; **N/A**
5. the effect of existing or probable governmental regulations on the business; **The Company does not foresee any substantial changes that could adversely affect the business of the Company at this time.**
6. an estimate of the amount spent during each of the last two fiscal years on research and development activities, and, if applicable, the extent to which the cost of such activities are borne directly by customers; **None.**
7. costs and effects of compliance with environmental laws (federal, state and local); **The Company is currently in compliance with all material environmental regulations applicable to its exploration activities. Existing and possible future environmental legislation, regulations and actions could cause additional expense, capital expenditures, restrictions and delays, the extent of which cannot be currently predicted. Before production can commence on any properties, the Company must obtain regulatory and environmental approvals. We will incur costs (as part of our normal operating expenses) to be in compliance with these regulations.**
8. the number of total employees and number of full-time employees. **The company currently does not have any full-time employees and relies solely upon the services of its officer and director, industry consultants, and independent contractor labor to assist with operations.**

Item 9 The nature of products or services offered

- A. principal products or services, and their markets; **Abot Mining along with its Operating/JV Partner plans on developing its gold, silver and copper Aztlan 8B Mining Project ("Aztlan 8B) in the State of Nayarit in the Tecuala Mining District on the west coast of Mexico. The Tecuala Mining District is considered a widely mineralized area and identified as a major deposit of gold and other minerals. The area around the Aztlan 8B has been extensively explored and is currently being mined by several known junior mining companies and geological institutions.**

Abot Mining also intends to continue to explore, evaluate and test the adjacent property to the south of Aztlan 8B as recently concluded civil engineering work on the Aztlan 8B indicated that the mineral deposit may extend beyond the strike zone.

Abot Mining is also evaluating and negotiating off-take agreements on sales & purchase of gold and silver ores with its Operating/JV Partner. Subject to and conditioned upon required funding and production agreement with various mills in the region, Abot Mining initially intends to do a trial run of up to 1,000 tons of ore.

- B. distribution methods of the products or services; The Company does not predetermine distribution methods; it will be subject to individual claims and logistics related to specific property.**
- C. status of any publicly announced new product or service; None.**
- D. competitive business conditions, the issuer's competitive position in the industry, and methods of competition; The Company operates in a highly competitive industry and has to compete for licenses, exploratory prospects and producing properties. The Company's competitors include international gold producers, most of them are larger, have greater resources for raising capital, and have more technologically advanced production facilities. The intensity of competition, combined with the cyclicity and unpredictability of gold markets, results in significant variations in economic performance, which may have a material adverse effect on the Company's business, future revenues, financial condition, results of operations or prospects.**
- E. sources and availability of raw materials and the names of principal suppliers; The exploration field is highly competitive. The Company competes with private and public companies in all facets of the exploration business, including suppliers of commodities and fuel to industrial, commercial and individual customers. Numerous independent exploration companies, exploration syndicates actively seek out and bid for mineral prospects and properties as well as for the services of third-party providers, such as drilling and trucking companies, upon which we rely.**

Many of these companies not only explore for, produce and market commodities, but also carry out refining operations and market the resultant products on a worldwide basis. A substantial number of our competitors have longer operating histories and greater financial and personnel resources than we do. In addition, competitive conditions may be substantially affected by various forms of exploration legislation and regulation considered from time to time by the governments of the world, as well as factors that we cannot control, including political conditions, overall levels of supply and demand for commodities, and the markets for synthetic fuels and alternative energy sources.

- F. dependence on one or a few major customers; N/A.**

- G. patents, trademarks, licenses, franchises, concessions, royalty agreements or labor contracts, including their duration; and **N/A.**
- H. the need for any government approval of principal products or services and the status of any requested government approvals. **The company is required to obtain governmental approval on all its exploration properties. In addition to Federal legislation each state has separate regulations that govern land tenure, production rates, and environmental protection among other matters.**

Item 10 The nature and extent of the issuer's facilities

We do not own any real property. The Company has been provided office space by its majority stockholder at no cost. The management determined that such cost is nominal and did not recognize the rent expense in its financial statements.

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.

Part D Management Structure and Financial Information

Item 11 The name of the chief executive officer, members of the board of directors, as well as control persons.

A1. Imran Firoz, President, Director of Abot Mining

A business history of Mr. Firoz follows:

Mr. 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 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 including but not limited to Chairman of Latimer Lighting Corporation (USA) from December 2010 till present, Country Head of HBG Holdings (Saudi Arabia) from October 2008 until October 2009, Chairman of Sasco Global Investments (Canada) from December 2007 until January 2009 and Chairman of Mascon UAE LLC (UAE) from August 2007 until December 2007. From Feb 2011 to December 2011, Mr. Firoz worked as an interim CEO/CFO of XnE, Inc.

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 40 years old.

1. Full name; Imran Firoz
2. Business address; 13920 Moorpark St #201, Sherman Oaks, CA 91423
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; 5,000 per month
6. Number and class of the issuer's securities beneficially owned by each such person.
None

B. Legal/Disciplinary History. Please identify whether any of the foregoing persons have, in the last five years, been the subject of: None in the last five years.

C. Disclosure of Family Relationships: None

D. Disclosure of Related Party Transactions: None

E. Conflicts of Interest: There are no current conflicts of interest among any officers or board members.

A2. Morris Rafi, Director of Abot Mining

For the last five years Mr. Rafi has acted as an attorney, restaurant owner/investor, and real estate developer. He passed the California state bar in February of 2003, and has been working with different attorneys in the fields of contracts law, real estate law and

personal injury law. In January of 2009, he opened a restaurant, which is located in downtown LA. He is also involved with purchasing foreclosure properties which might need to be fixed-up and putting it back on the market. With respect education, he graduated from UCLA in 1996 with a degree in social studies and economics, took the LSAT and got accepted to Pepperdine Law School in Malibu and graduated from Southern California Institution of Law in 2001.

7. Full name; Morris Rafi
8. Business address; 13920 Moorpark St #201, Sherman Oaks, CA 91423
9. Employment history (which must list all previous employers for the past 5 years, positions held, responsibilities and employment dates); See Bio
10. Board memberships and other affiliations; California State Bar
11. Compensation by the issuer None;
12. Number and class of the issuer's securities beneficially owned by each such person.
650,000,000 Common Shares or 79.82%

Item 12 Financial information for the issuer's most recent fiscal period.

**ABOT MINING CO.
BALANCE SHEETS
(UNAUDITED)**

	June 30, 2012	December 31, 2011
Assets:		
Current Assets		
Cash and Cash Equivalents	\$ 6,107	\$ 25
Accounts Receivable	275,000	275,000
Investment	1,500,000	1,500,000
Prepaid Interest	-	-
Total Current Assets	1,781,107	1,775,025
Fixed Assets-net	-	-
Total Assets	\$ 1,781,107	\$ 1,775,025
 Liabilities and Stockholders' Deficit:		
Current Liabilities		
Accounts Payable and Accrued Expenses	57,011	50,100
Note Payable	445,000	450,000
Total Current Liabilities	502,011	500,100
Related Party Debt	20,970	-
Total Liabilities	522,981	500,100
Stockholders' Equity:		
Common Stock Yet to be Issued	1,000,000	1,000,000
Preferred Stock, Par Value \$0.0001 1 share authorized and 1 share issued and outstanding respectively	-	-
Common Stock, \$.0001 par value, 995,000,000 shares authorized, 814,337,072 and 991,837,072 shares issued and outstanding respectively	81,434	99,184
Common Stock Subscribed	(65,000)	(83,500)
Additional Paid in Capital	940,500	885,000
Accumulated Deficit	(698,808)	(625,759)
Total Stockholders' Equity	1,258,126	1,274,925
Total Liabilities and Stockholders' Equity	\$ 1,781,107	\$ 1,775,025

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

**ABOT MINING CO.
STATEMENT OF OPERATIONS**

	For the Three Months Ended June 30		For the Six Months Ended June 30	
	2012	2011	2012	2011
Revenues	\$ -	\$ -	\$ -	\$ -
Costs of Services				
Gross Margin	-	-	-	-
Expenses				
Officer Salary	15,000	-	30,000	-
General and Administrative	6,948	-	11,799	-
Operating Expenses	21,948	-	41,799	-
Operating Income (Loss)	(21,948)	-	(41,799)	-
Other Income (Expense)				
Finance Charge	-	-	(31,250)	-
Net Loss Before Taxes	(53,198)	-	(73,049)	-
Income and Franchise Tax	-	-	-	-
Net Loss	\$ (53,198)	-	\$ (73,049)	\$ -
EPS, Basic & Diluted	\$ (0.00)	\$ (0.00)	\$ (0.00)	\$ (0.00)
Weighted Avg. Shares O/S	932,670,405	6,837,078	962,253,743	6,837,078

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

ABOT MINING CO.
STATEMENTS OF CASH FLOWS
SIX MONTHS ENDED JUNE 30,

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Loss for the Period	\$ (73,049)	\$ -
Shares Issued	-	-
Adjustments to reconcile net loss to net cash provided by operating activities:		
Financing Costs	31,250	-
Changes in Operating Assets and Liabilities		
Increase in Accounts Payable	6,911	-
(Increase) Decrease in Inventory	-	-
Decrease (Increase) in Loan to Shareholder	-	-
Net Cash Used in Operating Activities	(34,888)	-
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of Property and Equipment	-	-
Net cash provided by Investing Activities	-	-
CASH FLOWS FROM FINANCING ACTIVITIES:		
Cash Received for Common Stock	25,000	
Proceeds from Related Party	20,970	-
Reduction of Debt	(5,000)	-
Net Cash Provided by Financing Activities	40,970	-
Net (Decrease) Increase in Cash	6,082	-
Cash at Beginning of Period	25	-
Cash at End of Period	\$ 6,107	\$ -
<u>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</u>		
Cash paid during the year for:		
Interest	-	-
Franchise and Income Taxes	-	-
<u>SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:</u>		
A/P 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
JANUARY 1, 2012 TO JUNE 30, 2012

	Common Shares	Common Stock	Additional Paid in Capital	Common Stock Subscribed And Yet to be Issued	Retained Deficit	Total
Balance January 1, 2012	991,837,072	\$ 99,184	\$ 885,000	\$ 916,500	\$ (625,759)	\$ 1,274,925
Shares Redeemed	(185,000,000)	(18,500)	-	18,500	-	-
Shares issued for cash	7,500,000	750	55,500	-	-	56,250
	-	-	-	-	-	-
Net loss for the period	-	-	-	-	(73,049)	(73,049)
Balance June 30, 2012	814,337,072	\$ 81,434	\$ 940,500	\$ 935,000	\$ 698,808)	\$ 1,258,126

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

**ABOT MINING CO.
NOTES TO UNAUDITED FINANCIAL STATEMENTS
FOR THE PERIOD ENDED**

JUNE 30, 2012

NOTE 1 – ORGANIZATION AND DESCRIPTION OF BUSINESS

Abot Mining Co. (the “Company”) was incorporated under the laws of the state of Idaho in 1957. The Company is an independent exploration company with a primary focus on acquiring, developing and participating in semi-precious mineral properties.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The Company’s financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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. Actual results could differ from those estimates.

Management further acknowledges that it is solely responsible for adopting sound accounting practices, establishing and maintaining a system of internal accounting control and preventing and detecting fraud. The Company's system of internal accounting control is designed to assure, among other items, that 1) recorded transactions are valid; 2) valid transactions are recorded; and 3) transactions are recorded in the proper period in a timely manner to produce financial statements which present fairly the financial condition, results of operations and cash flows of the Company for the respective periods being presented

Use of estimates

The preparation of financial statements in conformity with 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. Significant estimates include the estimated useful lives of property and equipment. Actual results could differ from those estimates.

Cash equivalents

The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Fair value of financial instruments

The Company follows paragraph 825-10-50-10 of the FASB Accounting Standards Codification for disclosures about fair value of its financial instruments and paragraph 820-10-35-37 of the FASB Accounting Standards Codification (“Paragraph 820-10-35-37”) to measure the fair value of its financial instruments. Paragraph 820-10-35-37 establishes a framework for measuring fair value in accounting principles generally accepted in the United States of America (U.S. GAAP), and expands disclosures about fair value measurements. To increase consistency and comparability in fair value measurements and related disclosures, Paragraph 820-10-35-37 establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three (3) broad levels. The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The three (3) levels of fair value hierarchy defined by Paragraph 820-10-35-37 are described below:

- Level 1 Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.
- Level 2 Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.
- Level 3 Pricing inputs that are generally observable inputs and not corroborated by market data.

The carrying amount of the Company's financial assets and liabilities, such as cash, prepaid expenses and accrued expenses approximate their fair value because of the short maturity of those instruments. The Company's notes payable approximate the fair value of such instruments based upon management's best estimate of interest rates that would be available to the Company for similar financial arrangements at December 31, 2011.

The Company does not have any assets or liabilities measured at fair value on a recurring or a non-recurring basis.

Equipment

Equipment is recorded at cost. Expenditures for major additions and betterments are capitalized. Maintenance and repairs are charged to operations as incurred. Depreciation of equipment is computed by the straight-line method (after taking into account their respective estimated residual values) over the assets estimated useful life of three (3) or seven (7) years. Upon sale or retirement of equipment, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is reflected in statements of operations.

Impairment of long-lived assets

The Company follows paragraph 360-10-05-4 of the FASB Accounting Standards Codification for its long-lived assets. The Company's long-lived assets, which includes computer equipment is reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable.

The Company assesses the recoverability of its long-lived assets by comparing the projected undiscounted net cash flows associated with the related long-lived asset or group of long-lived assets over their remaining estimated useful lives against their respective carrying amounts. Impairment, if any, is based on the excess of the carrying amount over the fair value of those assets. Fair value is generally determined using the asset's expected future discounted cash flows or market value, if readily determinable. If long-lived assets are determined to be recoverable, but the newly determined remaining estimated useful lives are shorter than originally estimated, the net book values of the long-lived assets are depreciated over the newly determined remaining estimated useful lives.

The Company determined that there were no impairments of long-lived assets as of June 30, 2012.

Commitments and contingencies

The Company follows subtopic 450-20 of the FASB Accounting Standards Codification to report accounting for contingencies. Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated.

Revenue recognition

The Company follows paragraph 605-10-S99-1 of the FASB Accounting Standards Codification for revenue recognition. The Company will recognize revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the product has been shipped or the services have been rendered to the customer, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured.

Income taxes

The Company follows Section 740-10-30 of the FASB Accounting Standards Codification, which requires recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are based on the differences between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the fiscal year in which the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance to the extent management concludes it is more likely than not that the assets will not be realized. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the fiscal years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the Statements of Income and Comprehensive Income in the period that includes the enactment date.

The Company adopted section 740-10-25 of the FASB Accounting Standards Codification (“Section 740-10-25”) with regards to uncertainty income taxes. Section 740-10-25 addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under Section 740-10-25, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than fifty percent (50%) likelihood of being realized upon ultimate settlement. Section 740-10-25 also provides guidance on de-recognition, classification, interest and penalties on income taxes, accounting in interim periods and requires increased disclosures. The Company had no material adjustments to its liabilities for unrecognized income tax benefits according to the provisions of Section 740-10-25.

Net income (loss) per common share

Net income (loss) per common share is computed pursuant to section 260-10-45 of the FASB Accounting Standards Codification. Basic net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. Diluted net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock and potentially outstanding shares of common stock during the period. The weighted average number of common shares outstanding and potentially outstanding common shares assumes that the Company incorporated as of the beginning of the first period presented.

There were no potentially dilutive shares outstanding as of June 30, 2012.

Cash flows reporting

The Company adopted paragraph 230-10-45-24 of the FASB Accounting Standards Codification for cash flows reporting, classifies cash receipts and payments according to whether they stem from operating, investing, or financing activities and provides definitions of each category, and uses the indirect or reconciliation method (“Indirect method”) as defined by paragraph 230-10-45-25 of the FASB Accounting Standards Codification to report net cash flow from operating activities by adjusting net income to reconcile it to net cash flow from operating activities by removing the effects of (a) all deferrals of past operating cash receipts and payments and all accruals of expected future operating cash receipts and payments and (b) all items that are included in net income that do not affect operating cash receipts and payments. The Company reports the reporting currency equivalent of foreign currency cash flows, using the current exchange rate at the time of the cash flows and the effect of exchange rate changes on cash held in foreign currencies is reported as a separate item in the reconciliation of beginning and ending balances of cash and cash equivalents and separately provides information about investing and financing activities not resulting in cash receipts or payments in the period pursuant to paragraph 830-230-45-1 of the FASB Accounting Standards Codification.

Advertising Costs

The Company expenses the cost of advertising and promotional materials when incurred. Total Advertising costs were \$0 for 2012 and 2011.

Subsequent events

The Company follows the guidance in Section 855-10-50 of the FASB Accounting Standards Codification for the disclosure of subsequent events. The Company will evaluate subsequent events through the date when the financial statements were issued. Pursuant to ASU 2010-09 of the FASB Accounting Standards Codification, the Company as an SEC filer considers its financial statements issued when they are widely distributed to users, such as through filing them on EDGAR.

Recently issued accounting pronouncements

The following accounting standards were issued as of December 26, 2011:

ASU 2010-06, Fair Value Measurements and Disclosures (Topic 820) – Improving Disclosures about Fair Value Measurements.

This ASU affects all entities that are required to make disclosures about recurring and nonrecurring fair value measurements under FASB ASC Topic 820, originally issued as FASB Statement No. 157, *Fair Value Measurements*. The ASU requires certain new disclosures and clarifies two existing disclosure requirements. The new disclosures and clarifications of existing disclosures are effective for interim and annual reporting periods beginning after December 15, 2009, except for the disclosures about purchases, sales, issuances, and settlements in the roll forward of activity in Level 3 fair value measurements. Those disclosures are effective for fiscal years beginning after December 15, 2010, and for interim periods within those fiscal years.

ASU 2011-04, Fair Value Measurement (Topic 820) – Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs

This ASU supersedes most of the guidance in Topic 820, although many of the changes are clarifications of existing guidance or wording changes to align with IFRS 13. In addition, certain amendments in ASU 2011-04 change a particular principle or requirement for measuring fair value or disclosing information about fair value measurements. The amendments in ASU 2011-04 are effective for public entities for interim and annual periods beginning after December 15, 2011.

NOTE 3 – GOING CONCERN

As reflected in the accompanying financial statements, the Company had an accumulated deficit of \$698,808 at June 30, 2012 and had a net loss of \$73,049 for the six months then ended.

While the Company is attempting to commence operations and generate revenues, the Company's cash position may not be significant enough to support the Company's daily operations. Management intends to raise additional funds by way of a public or private offering. Management believes that the actions presently being taken to further implement its business plan and generate revenues provide the opportunity for the Company to continue as a going concern. While the Company believes in the viability of its strategy to generate revenues and in its ability to raise additional funds, there can be no assurances to that effect. The ability of the Company to continue as a going concern is dependent upon the Company's ability to further implement its business plan and generate revenues.

The financial statements do not include any adjustments that might be necessary if the Company is unable to

NOTE 4 – INVESTMENT

The Company has entered into an agreement described in note 9 below, 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 \$445,000 and cash which was paid of \$55,000.

NOTE 5 – NOTE PAYABLE

The company is obligated under the option agreement described in note 9 to pay \$445,000 by July 1, 2012 for its interest in the Mexican property. This option has now been extended to October 31, 2012.

NOTE 6 – RELATED PARTY TRANSACTIONS

The Company has the following related party transactions:

At June 30, 2012 the Company is obligated under amounts advance termed Long Term Debt for \$20,970 to shareholders. Terms indicate repayment in over 1 year without interest.

Included in Accounts Payable and Accrued Expenses is an amount owed to its officer of \$8,012 and the Statement of Operations includes \$30,000 for officer salary for the six months ended June 30, 2012.

Free office space from its majority stockholder and Chief Executive Officer

The Company has been provided office space by its majority stockholder and 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.

NOTE 7 – STOCKHOLDERS' EQUITY

Preferred Stock

The Company has authorized and issued 1 share of stock.

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 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 June 2012 the Company issued 7,500,000 shares for an investment of \$25,000. The company has recognized a financing cost of \$31,250 which represents the difference in the issuance price from the fair market price of the stock on the date of issuance to the price offered for the investment.

Free office space from its majority stockholder and Chief Executive Officer

The Company has been provided office space by its majority stockholder and 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

NOTE 8 – OPTION AGREEMENT

On December 6, 2011 the Company entered into an agreement with Rising Star Mining whereby Rising Star granted an option to the Company to acquire a 50% interest certain mineral claims in Mexico. 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 \$55,000 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 October 31, 2012.

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, 2011 and 2010:

	December 31, 2011	December 31, 2010
Deferred Tax Assets – Non-current:		
NOL Carryover	\$ 625,759	\$25,684
Less valuation allowance	(625,759)	(\$25,684)
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, 2011 and 2010 due to the following:

	2011	2010
Book Income	\$ (600,075)	(25,000)
Meals and Entertainment	-	-
Stock for Services	-	-
Accrued Payroll	5,000	-
Valuation allowance	595,075	25,000
	\$ -	\$ -

At December 31, 2011, the Company had net operating loss carry forwards of approximately \$625,759 that may be offset against future taxable income from the year 2012 to 2032. No tax benefit has been reported in the December 31, 2011 financial statements since the potential tax benefit is offset by a valuation allowance of the same amount.

Due to the change in ownership provisions of the Tax Reform Act of 1986, net operating loss carry forwards for Federal Income tax reporting purposes are subject to annual limitations. Should a change in ownership occur, net operating loss carry forwards may be limited as to use in future years.

NOTE 9 – SUBSEQUENT EVENTS

Management has evaluated subsequent events pursuant to the requirements of ASC Topic 855 and has determined that no material subsequent events exist.

Item 13 **Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.**

**ABOT MINING CO.
BALANCE SHEETS
(UNAUDITED)**

	<u>December 31, 2011</u>	<u>December 31, 2010</u>
Assets		
Current assets		
Cash and cash equivalents	\$ 25	\$ -
Account receivable	275,000	125,000
Investment	1,500,000	-
Security Deposits	-	-
Total assets	\$ 1,775,025	\$ 125,000
Liabilities and Stockholders' Deficit:		
Current liabilities:		
Note Payable	\$ 450,000	\$ 150,000
Accrued expenses	50,100	-
Total current liabilities	500,100	150,000
Total liabilities	500,100	150,000
Stockholders' Equity (Deficit)		
Common Stock Yet to be issued	1,000,000	-
Series A preferred stock, \$.0001 par value, 1 share authorized, 1 shares issued and outstanding, respectively	-	-
Common stock, 995,000,000 shares authorized, par value \$.0001, 991,837,078 and 6,837,078 shares issued and outstanding, respectively	99,184	684
Common Stock Subscribed	(83,500)	-
Additional Paid in Capital	885,000	
Accumulated Deficit	(625,759)	(25,684)
Total Stockholders' Equity (Deficit):	1,274,925	(25,000)
Total liabilities and stockholders' Equity (Deficit)	\$ 1,775,025	\$ 125,000

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

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

	2011	2010
Revenue	\$150,000	\$125,000
Total Revenue	-	-
Operating expenses:		
Consulting	-	150,000
Advertising and Promotion	-	-
Stock for Services	-	-
General and Administrative	75	-
Total operating expenses	75	-
Profit (Loss) from operations	75	(25,000)
Financing Cost	750,000	-
Profit (Loss)	(600,075)	(25,000)
Net (loss) per share from Operations	0.00	(0.00)
Common shares outstanding	418,597,188	6,837,078
Net (loss) per share	\$(0.00)	\$(0.00)

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

ABOT MINING CO
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31,

	<u>2011</u>	<u>2010</u>
Cash flows from operating activities		
Net (Loss) for the period	\$(600,075)	\$(25,000)
Shares issued	900,000	-
Adjustments to reconcile net (loss) to net cash (used) by operating activities:		
Depreciation	-	-
Common stock issued for investment	1,000,000	-
Changes in operating assets and liabilities:		
Increase in Security Deposits, receivables	(150,000)	(125,000)
Increase (Decrease) on Accrued Expenses	50,100	-
Net cash (used) by operating activities	1,200,025	(150,000)
Cash flows from investing activities		
Purchase of investment	(1,500,000)	-
Net cash (used) by investing activities	(1,500,000)	-
Cash Flows from financing Activities:		
Increase in Notes Payable	300,000	-
Proceeds from common stock	-	-
Net cash provided by financing activities	300,000	-
Net increase (decrease) in cash	25	(150,000)
Cash – beginning	0	150,000
Cash – ending	\$25	0

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

ABOT MINING CO.
STATEMENT OF STOCKHOLDERS' EQUITY
JANUARY 1, 2010 TO DECEMBER 31, 2011

	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 January 1, 2010	6,837,078	684	1	-	-	(684)	-	-	-
Net Loss for the year						(25,000)			-
Bal. December 31, 2010	6,837,078	684	1	-		(25,684)		-	(25,000)
Shares issued for debt	150,000,000	15,000			885,000				900,000
Shares issued for cash	835,000,000	83,500						(83,500)	-
Shares yet to be issued							1,000,000		1,000,000
Net Loss for the year						(600,075)			(600,075)
Bal. December 31, 2011	991,837,078	99,184	1	-	885,000	(625,759)	1,000,000	(83,500)	1,274,925

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

ABOT MINING CO.
NOTES TO UNAUDITED FINANCIAL STATEMENTS
FOR THE YEARS ENDED
DECEMBER 31, 2011 AND 2010

NOTE 1 – ORGANIZATION AND DESCRIPTION OF BUSINESS

Abot Mining Co. (the “Company”) was incorporated under the laws of the state of Idaho in 1957. The Company is an independent exploration company with a primary focus on acquiring, developing and participating in semi-precious mineral properties.

NOTE 2 – PREPARATION OF FINANCIAL STATEMENTS

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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. Actual results could differ from those estimates.

Management further acknowledges that it is solely responsible for adopting sound accounting practices, establishing and maintaining a system of internal accounting control and preventing and detecting fraud. The Company's system of internal accounting control is designed to assure, among other items, that 1) recorded transactions are valid; 2) valid transactions are recorded; and 3) transactions are recorded in the proper period in a timely manner to produce financial statements which present fairly the financial condition, results of operations and cash flows of the Company for the respective periods being presented.

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Cash and cash equivalents

The Company considers all cash on hand and in banks, including accounts in book overdraft positions, certificates of deposit and other highly- liquid investments with maturities of three months or less, when purchased, to be cash and cash equivalents.

B. Fixed Assets

Fixed assets are recorded at cost. Major renewals and improvements are capitalized, while maintenance and repairs are expensed when incurred.

C. Research and development expenses

Research and development expenses are charged to operations as incurred. For the year ended December 31, 2010 zero was incurred with zero being incurred in 2009. These expenses are categorized as general and administrative expenses in the statement of operations.

D. Advertising expenses

Advertising and marketing expenses are charged to operations as incurred. For the year ended December 31, 2011 zero was incurred and in 2010 zero.

E. Stock-based compensation

We follow ASC 718-10, "Stock Compensation", which addresses the accounting for transactions in which an entity exchanges its equity instruments for goods or services, with a primary focus on transactions in which an entity obtains employee services in share-based payment transactions. ASC 718-10 requires measurement of the cost of employee services received in exchange for an award of equity instruments based on the grant-date fair value of the award (with limited exceptions). Incremental compensation costs arising from subsequent modifications of awards after the grant date must be recognized. The Company has not adopted a stock option plan and has not granted any stock options. The Company granted stock awards, at par value, to its officers, directors and advisors for services rendered in its formation. Accordingly, stock-based compensation has been recorded to date.

F. Income Taxes

Income taxes are provided in accordance with Codifications topic 740, “Income Taxes”, which requires an asset and liability approach for the financial accounting and reporting of income taxes. Current income tax expense (benefit) is the amount of income taxes expected to be payable (receivable) for the current year. A deferred tax asset and/or liability is computed for both the expected future impact of differences between the financial statement and tax bases of assets and liabilities and for the expected future tax benefit to be derived from tax loss and tax credit carry forwards. Deferred income tax expense is generally the net change during the year in the deferred income tax asset and liability. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be “more likely than not” realized in future tax returns. Tax rate changes and changes in tax law are reflected in income in the period such changes are enacted.

G. Earnings (loss) per share

Basic earnings (loss) per share are computed by dividing the net income (loss) by the weighted-average number of shares of common stock and common stock equivalents (primarily outstanding options and warrants). Common stock equivalents represent the dilutive effect of the assumed exercise of the outstanding stock options and warrants, using the treasury stock method. The calculation of fully diluted earnings (loss) per share assumes the dilutive effect of the exercise of outstanding options and warrants at either the beginning of the respective period presented or the date of issuance, whichever is later. As of the balance sheet dates the Company had no outstanding warrants.

H. Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States (“GAAP”) requires management to make estimates and assumptions that affect (i) the reported amounts of assets and liabilities, (ii) the disclosure of contingent assets and liabilities known to exist as of the date the financial statements are published, and (iii) the reported amount of net sales and expenses recognized during the periods presented. Adjustments made with respect to the use of estimates often relate to improved information not previously available. Uncertainties with respect to such estimates and assumptions are inherent in the preparation of financial statements; accordingly, actual results could differ from these estimates.

These estimates and assumptions also affect the reported amounts of revenues, costs and expenses during the reporting period. Management evaluates these estimates and assumptions on a regular basis. Actual results could differ from those estimates.

NOTE 4 – RECENT ACCOUNTING PRONOUNCEMENTS

In February 2010, the FASB issued Accounting Standards Update (“ASU”) No. 2010-09, “Amendments to Certain Recognition and Disclosure Requirements” (“ASU 2010-09”), which is included in the FASB Accounting Standards Codification (the “ASC”) Topic 855 (Subsequent Events). ASU 2010-09 clarifies that an SEC filer is required to evaluate subsequent events through the date that the financial statements are issued. ASU 2010-09 is effective upon the issuance of the final update and did not have a significant impact on the Company’s financial statements.

In June 2009, the FASB issued guidance now codified as ASC 105, “Generally Accepted Accounting Principles” as the single source of authoritative accounting principles recognized by the FASB to be applied by nongovernmental entities in the preparation of financial statements in conformity with U.S. GAAP, aside from those issued by the SEC. ASC 105 does not change current U.S. GAAP, but is intended to simplify user access to all authoritative U.S. GAAP by providing all authoritative literature related to a particular topic in one place. The adoption of ASC 105 did not have a material impact on the Company’s financial statements, but did eliminate all references to pre-codification standards.

The Company has implemented all new accounting pronouncements that are in effect and that may impact its financial statements and does not believe that there are any other new accounting pronouncements that have been issued that might have a material impact on its financial position or results of operations.

NOTE 5 – INVESTMENT

The Company has entered into an agreement described in note 9 below, 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.

NOTE 6 – NOTE PAYABLE

The company is obligated under the option agreement described in note 9 to pay \$450,000 by July 1, 2012 for its interest in the Mexican property.

NOTE 7 – STOCKHOLDERS' EQUITY

Preferred Stock

The Company has authorized and issued 1 share of stock.

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 March of 2011 the Company issued 150,000,000 shares of stock to convert debt of \$150,000. The company has recognized a finance charge on this transaction equal to the difference between the market price of the stock of \$.0006 and the conversion price of \$.001 or \$750,000.

In May of 2011 the Company issued 185,000,000 shares for cash of \$18,500. The cash has yet to be received.

In September 2011 the Company issued 650,000,000 shares of stock for cash of \$65,000. The Cash has yet to be received.

Free office space from its majority stockholder and Chief Executive Officer

The Company has been provided office space by its majority stockholder and 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.

NOTE 8 – CONVERTIBLE DEBT

In December of 2009 the Company received a loan in the form of a convertible debt for \$150,000. Terms indicate the debt can be converted at par without interest after twelve months.

In March of 2011 this debt was converted to stock as described in note 5.

NOTE 9 – OPTION AGREEMENT

On December 6, 2011 the Company entered into an agreement with Rising Star Mining whereby Rising Star granted an option to the Company to acquire a 50% interest certain mineral claims in Mexico. 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 \$50,000 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.

Item 14 Beneficial Owners.

The following table sets forth, as of June 30, 2012, information about the beneficial ownership of our capital stock with respect to each person known Abot Mining to own beneficially more than 5% of the outstanding capital stock, each director and officer, and all directors and officers as a group.

Name & Address ⁽¹⁾	Number of Shares Beneficially Owned	Class	Percentage of Class ⁽²⁾
Morris Rafi, Director	650,000,000	Common	79.82%
All Directors & Officers (1 person)	650,000,000	Common	79.82%

⁽¹⁾ Unless noted otherwise, the address for all persons listed is c/o the Company at 13920 Moorpark St. #201 Sherman Oaks, CA 91423

⁽²⁾ The above percentages are based on 814,337,072 shares of common stock outstanding as of June 30, 2012

Item 15 The name, address, telephone number, and email address of each of the following outside providers that advise the issuer on matters relating to the operations, business development and disclosure:

1. Investment Banker
None
2. Promoters
None
3. Counsel
Ken Bart
Bart and Associates, LLC
1357 S. Quintero Way
Aurora, CO 80017
Phone: (720)-226-7511
Email: kbart@kennethbartesq.com
4. Accountant or Auditor
Corso and Company 572 Shasta Drive Encinitas CA 92024 310 488 7019
5. Public Relations Consultant(s)
None
6. Investor Relations Consultant
None
7. Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure statement - the information shall include the telephone number and email address of each advisor.
None

Item 16 Management's Discussion and Analysis or Plan of Operation.

A. Nature of business

Abot Mining is a company domiciled in the state of Idaho. The Company's shares are publicly traded in the United States on the OTC Pink Sheets. The Company engages in the exploration, discovery and production of precious and semi-precious metals and metal properties.

The Company along with its Operating/JV Partner plans on developing its gold, silver and copper Aztlan 8B Mining Project ("Aztlan 8B") in the State of Nayarit in the Tecuala Mining District on the west coast of Mexico. The Tecuala Mining District is considered a widely mineralized area and identified as a major deposit of gold and other minerals. The area around the Aztlan 8B has been extensively explored and is currently being mined by several known junior mining companies and geological institutions.

The Company has an exclusive option to the owner/JV Partner (Optionee) to acquire a 50% interest in and to the Aztlan 8B Property subject to Company complying with obligations in the Option Agreement on or before July 1, 2012. On August 1, 2012 the Company signed the second Option Agreement Extension to increase the term period of the previous Option Agreement Extension from July 1, 2012 to October 31, 2012.

The Company has not, and does not in the near future, expect to generate any operating income from its project. Mineral exploration is highly speculative due to a number of significant risks, including the possible failure to discover mineral deposits that are sufficient in quantity and quality to justify mining activities.

Additional work will be undertaken in order to determine if any economic deposits occur on any of the Company's Aztlan 8B Property. The ongoing exploration of the Company's Aztlan 8B is dependent upon the Company's ability to obtain additional financing through the joint venturing of projects, debt financing, equity financing or other means. In future, such sources of financing may not be available on acceptable terms, if at all.

The Company has, however, been successful in the past in raising the required capital from various ventures to fund its basic operating and exploration activities. The Company intends raising additional capital during the course of its 2012 financial year in order to be able to settle its obligations with respect to the Option Agreement and to fund other mining and corporate activities.

Operational Overview

During the period under review, the Company continued to focus its exploration efforts predominantly in Aztlan 8B Mining Project ("Aztlan 8B") and nearby properties in the State of Nayarit in the Tecuala Mining District on the west coast of Mexico.

The directors are not aware of any legal proceedings or other material conditions that may impact on the Company's ability to continue its exploration activities, other than the ability to raise additional financing as noted above.

Assay Results

The area around the Aztlan 8B has been extensively explored and is currently being mined by several known junior mining companies and geological institutions. According to our Operating/JV Partner, past surface trench testing by other mining companies and qualified/competent persons have revealed deposits of placer and epithermal gold deposits, where overall bulk sample feed grade ranged from 0.20 g/t to 39.00 g/t. These tests were conducted across outcroppings of silicified volcanic breccias.

The Company along with its Operating/JV Partner plans to continue focusing its recent work program on trenching, which is specifically focused in two areas where previously work was conducted. The first area where trench was completed and tested was by WIM Minerals in the early 1990's. The trench was 50 ft long and approximately 12 ft deep. The samples obtained had values as high as 28 g of gold per ton. The second area consisted of a wide area of epithermal deposition where trenching was completed by Servicio Geologico Mexicano (Mexican Geological Service) under the sponsorship of the Government of Mexico.

Many of the outcrops and ore deposits tested by the lake on the Aztan 8B property contain values as high as 100 g per ton. The Company's goal is to further expand trenching activities in both regions and to internally confirm and update these historic findings with more specific results.

B. Financial Review for period ending June 30, 2012

Results from Operating Activities: The loss from operating activities for the six months ended June 30, 2012 increased by \$41,799 compared to the prior year. This increase results mainly from the officer salary and general and administrative expenses.

Loss before income tax: The before income tax for the six months ended June 30, 2012 increased by \$73,049 compared to the prior year. This increase results mainly from the officer salary and general and administrative expenses.

Current Assets: The Company's cash and cash equivalents increased to \$6,107 for period ended June 30, 2012 compared to \$25 for period ended December 31, 2011 which reflects the normal operational outflows offset by nominal interest received on cash deposits.

Current Liabilities: The Company's current liabilities increased to \$502,011 for period ended June 30, 2012 compared to \$500,100 for period ended December 31, 2011 which reflects the increase in net accounts payable and accrued expenses of \$1,911 for period ended June 30, 2012.

Commitments: The Company is obligated under the option agreement described in note 9 to pay \$445,000 by July 1, 2012 for its interest in the Aztlan 8B property. On August 1, 2012 the Company signed the second Option Agreement Extension to increase the term period of the previous Option Agreement Extension from July 1, 2012 to October 31, 2012.

Litigation: There are no legal or arbitration proceedings in which the Company is or has been engaged, which may have or have had, a material effect on the Company's financial position.

Dividends: No dividends were declared or paid by the Company during the period under review (January 1, 2011 to December 31, 2011, Nil and January 1, 2012 to June 30, 2012, Nil).

Basis of Preparation: See Note 4.

There have been no changes to the composition of the Company. There has been no reclassification or correction of errors and no changes in accounting estimates. No material related party transactions have been identified, apart from those disclosed under "subsequent events".

Subsequent Events

On December 6, 2011 the Company entered into an agreement with Rising Star Mining whereby Rising Star granted an option to the Company to acquire a 50% interest certain mineral claims in Mexico. 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 \$50,000 of the money, terms and has stock to be issued of 20,000,000 shares.

Effective December 28, 2011, Morris Rafi resigned as the President, Chief Executive Officer, Chief Financial Officer, and Secretary of Abot Mining (the "Company"). Prior to Mr. Rafi's resignation, Imran Firoz was appointed as the director and Mr. Firoz became the President, Chief Executive Officer, Chief Financial Officer, and Secretary of the Company. Mr. Rafi remained as the director of the Company.

Rising Star and the Company extended the agreement and terms to July 1, 2012 by signing the first Option Agreement Extension. Further, On August 1, 2012 the Company signed the second Option Agreement Extension to increase the term period of the previous Option Agreement Extension from July 1, 2012 to October 31, 2012.

On May 13, 2012, the Company and Vane Minerals plc ("VANE") entered into a cooperation and confidentiality agreement to provide framework for subsequent project-specific agreements to be entered into on a case by case basis between the Company, VANE and any parties introduced by the Company to VANE. VANE is an explorer and developer of copper and uranium projects in North America. The Company is supported by revenues from its producing silver/gold operations in Mexico. More information on VANE can be obtained from company's website www.vaneminerals.com.

Forward Looking Statements

Any statements made in this Disclosure which are not historical facts contain certain forward-looking statements; as such term is defined in the Private Security Litigation Reform Act of 1995, concerning potential developments affecting the business, prospects, financial condition and other aspects of the company to which this Disclosure pertains. The actual results of the specific items described in this Disclosure, and the company's operations generally, may differ materially from what is projected in such forward-looking statements. Although such statements are based upon the best judgments of management of the company as of the date of this Disclosure, significant deviations in magnitude, timing and other factors may result from business risks and uncertainties including, without limitation, the company's dependence on third parties, general market and economic conditions, technical factors, the availability of outside capital, receipt of revenues and other factors, many of which are beyond the control of the company. The company disclaims any obligation to update information contained in any forward-looking statement. This Disclosure shall not be deemed a general solicitation.

C. Off-Balance Sheet Arrangements.

No Off-Balance Sheet arrangements.

Part E Issuance History

Item 17 List of securities offerings and shares issued for services in the past two years.

March of 2011: Issuance of 150,000,000 shares for debt of \$150,000

May of 2011: Issuance of 185,000,000 shares for cash to be received of \$18,500

September of 2011: Issuance of 650,000,000 for cash to be received of \$65,000

In June of 2012, 185,000,000 shares issued to Morris Rafi were redeemed.

June of 2012: Issuance of 7,500,000 for cash receipt of \$25,000

Part F Exhibits

Item 18 Material Contracts.

See attached EXHIBIT A.

Item 19 **Articles of Incorporation and Bylaws**
See attached EXHIBIT B.

Item 20 **Purchases of Equity Securities by the Issuer and Affiliated Purchasers.**
None.

Item 21 **Issuer's Certifications.**
See attached EXHIBIT C.

EXHIBIT A

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-publicly 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

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:

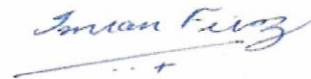
1. The Parties agree to extend the term of the Agreement to July 1, 2012, which shall be from the Extension Effective Date to July 1, 2012.
2. The following provisions in the Agreement may be amended with effect from the Extension Effective Date:
 - a) The Optionee shall make best efforts to deliver to the Optionor as per Section 4 of the Agreement, Grant & Exercise Option, 4(a), 4(b) (i), and 4(b) (ii) on or before July 1, 2012.
 - b) The Option Extension Agreement may be terminated in accordance to Section 8 of the Agreement, Termination of Option on or after July 1, 2012.
 - c) Upon signing of this Option Extension Agreement, the notice of termination issued by Optionor, dated April 6, 2012 shall be made null and void.
 - d) 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).
 - e) 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")

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:

1. 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.
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) on or before October 31, 2012.
 - b) The Option Extension Agreement may be terminated in accordance to Section 8 of the Agreement, Termination of Option on or after October 31, 2012.
 - 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")

August 1, 2012



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

(the "Optionee")

August 1, 2012

**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.

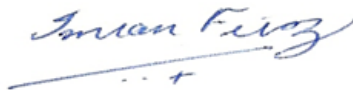
However, should either or both parties desire to continue the Agreement beyond the term, such extension of validity or any alterations to it shall be requested in writing to extend or alter the Agreement.

ARTICLE XII: TERMINATION

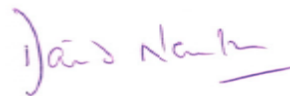
This Agreement and all parties' obligations hereunder may be terminated by ABOT or VANE for any reason upon giving to the respective other party four (4) weeks notice thereof in order to avoid any inconvenience or damages that may arise.

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.

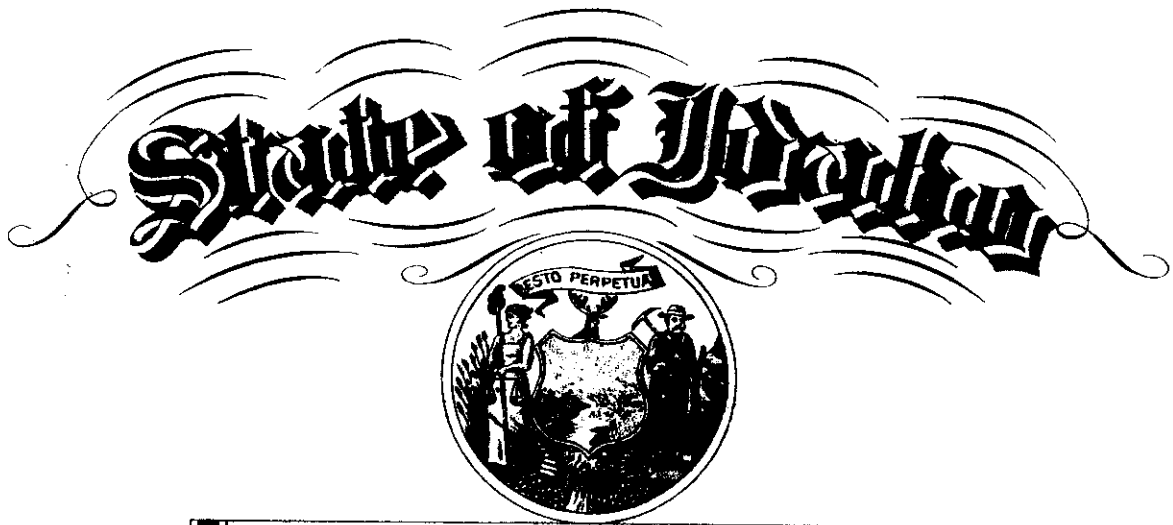


(IMRAN FIROZ, PRESIDENT)
Abot Mining Co. (ABOT.PK)
13920 Moorpark Street #201
Sherman Oaks, CA 91423



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

EXHIBIT B Articles of Incorporation



Department of State.

CERTIFICATE OF INCORPORATION

JAS. H. YOUNG

I, JAS. H. YOUNG, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the original of the articles of incorporation of

ABOT MINING COMPANY

was filed in the office of the Secretary of State on the 11th day of February A.D. One Thousand Nine Hundred Fifty-seven and duly recorded on Film No. 97 of Record of Domestic Corporations, of the State of Idaho, and that the said articles contain the statement of facts required by Section 30-103, Idaho Code.

I FURTHER CERTIFY, That the persons executing the articles and their associates and successors are hereby constituted a corporation, by the name hereinbefore stated, for Perpetual existence from the date hereof, with its registered office in this State located at Wallace in the County of Shoshone

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State.

Done at Boise City, the Capital of Idaho, this 11th day of February A.D., 1957 .

Secretary of State.

ARTICLES OF INCORPORATION

of the

ABOT MINING COMPANY

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned citizens of the United States of America, each over the age of twenty-one years, do hereby voluntarily associate ourselves together for the purpose of forming a domestic corporation under and by virtue of the laws of the State of Idaho, and we do hereby make, sign, acknowledge and file these Articles of Incorporation as follows:

I.

That the name of this corporation is and shall be
ABOT MINING COMPANY.

II.

The purposes for which this corporation is formed are:

To acquire by appropriation, discovery, location, lease, license, grant, bond, option, devise, purchase, agreement or otherwise, and to hold, own, possess, enjoy, develop, mine, work, operate and exploit gold, silver, lead, zinc, copper and any other lode or placer mines or deposits, tunnels, mining and tunneling property, and any right, title or interest therein, and also such lands, mills, mill sites, tunnel sites, buildings, constructions, plants, appliances, equipments, fixtures, machinery, discoveries, improvements, inventions, patents, patent rights, dumps and dump rights, ditches, flumes, pipes and pipe lines, reservoirs, water, ditch and reservoir rights or priorities, railways, tramways, right-of-way easements,

appurtenances, privileges, franchises and other property rights, real or personal, as may be deemed by the Directors for the time being of said corporation to be necessary or desirable for the practical working, development, mining, exploitation or enjoyment of all or any of the corporation's property, acquired or to be acquired.

To purchase, construct, lease or otherwise acquire, operate, maintain and repair milling, concentration, reduction, smelting, refining works for the treatment, reduction, smelting or refining, for hire or otherwise, of metalliferous or other ores, and the extraction or concentration of the metals contained therein.

To purchase, erect, lease or otherwise acquire, maintain and operate buildings, machinery, constructions, works and plants for the sampling and treatment of metalliferous or other ores. To buy, reduce, smelt, mill, sell and generally deal in all kinds of ores, concentrates, tailings, mill or smelter products, bullion, metals and minerals, either on its own account or on commission or otherwise for other persons or corporations.

To acquire by appropriation, location, purchase, lease or otherwise, water and water rights, ditches and ditch rights and water priorities and apply the same to beneficial uses, and to purchase or construct, operate and maintain ditches and flumes for the distribution of water for irrigation, sanitary, domestic and other uses.

To acquire by location, lease, contract, grant, purchase, conveyance or otherwise, and to own, hold, possess and enjoy any rights, title or interest in or to any lands, tenements, hereditaments, appurtenances, mill sites, water or ditch rights, rights-of-way, franchises, easements or other property, real or personal incident, necessary or desirable in the opera-

tion of milling plants or machinery for the smelting, reducing, refining or treatment of ores or minerals, or the extraction of any ore or mineral therefrom or from any object of operation referred to herein.

To purchase, construct, lease or otherwise acquire and operate and maintain buildings, constructions, flumes, machinery, appliances, equipments, fixtures, easements and appurtenances for generating electricity for lighting and the distribution of power and for other purposes.

To maintain transmission lines for the purpose of distributing electricity; to furnish electricity for power and lighting purposes; to sell, deliver and distribute the same and to maintain, equip, hold, own, possess and enjoy all appliances incident or necessary thereto.

To manufacture, purchase or otherwise acquire, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in and deal with goods, wares, and merchandise, and real and personal property of every class and description.

To acquire, and pay for in cash, stocks or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liability of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage, or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses, and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock of, or any bonds, securities or evidence of indebtedness created by any other corporation or corporations organized under the laws of this state or any other state, country, nation or government, and while the owner thereof to exercise all the rights, powers and privileges of ownership.

To issue bonds, debentures or obligations of this corporation from time to time, for any of the objects or purposes of the corporation, and to secure the same by mortgage, pledge, deed or trust, or otherwise.

To purchase, hold, sell and transfer the shares of its own capital stock; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital; and provided, further, that shares of its own capital stock belonging to it shall not be voted directly or indirectly.

To have one or more officers, to carry on all or any of its operations and business and without restriction or limit as to amount, to purchase or otherwise acquire, hold, own, mortgage, sell, convey, or otherwise dispose of real and personal property of every class and description in any of the States, Districts, Territories, colonies or possessions of the United States, and in any and all foreign countries, subject to the laws of such State, District, Territory, Colony, Possession or Country.

In general, to carry on any other business in connection with the foregoing, whether manufacturing or otherwise, and to have and exercise all the powers conferred by the laws of Idaho upon corporations formed under the laws of said State,

and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The foregoing clauses shall be construed both as objects and powers; and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of the corporation.

III.

The corporate existence of this Corporation shall be perpetual.

IV.

That the registered office and the principal place where the business of said corporation is to be transacted is in the City of Wallace, County of Shoshone, State of Idaho.

V.

That the amount of capital stock of this corporation shall be ONE MILLION DOLLARS (\$1,000,000.00) divided into TEN MILLION SHARES (10,000,000) of the par value of 10 cents each.

VI.

The corporate powers of this Corporation shall be vested in a Board of Directors which shall consist of at least five and not more than nine Directors, as may be determined from time to time by the By-Laws.

VII.

The capital stock of this corporation shall be common stock, all of which stock is assessable.

VIII.

Names, Postoffice Address and Number of Shares subscribed by each of the incorporators is as follows:

<u>Names:</u>	<u>Postoffice Address:</u>	<u>Shares:</u>
Henry L. Day	Wallace, Idaho	100
Wray D. Farmin	Spokane, Washington	100
Roy W. Anno	Wallace, Idaho	100
L. J. Randall	Wallace, Idaho	100
Leo G. Kraemer	Wallace, Idaho	100

IX.

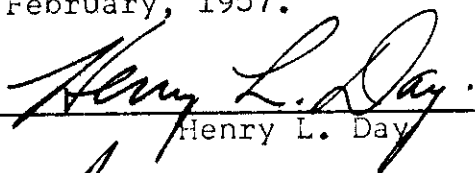
In addition to the power conferred upon the shareholders by law to make, amend or repeal the By-Laws, the Directors shall have the power to repeal and amend the By-Laws, and adopt new By-Laws, but such powers may be exercised only by a majority of the whole Board of Directors.

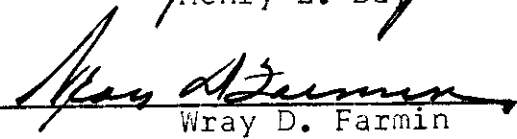
X.

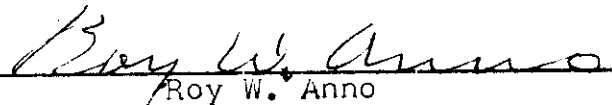
A director or officer of the Corporation shall not, in the absence of actual fraud be disqualified by his office from dealing or contracting with the Corporation, either as vendor, purchaser or otherwise; and, in the absence of actual fraud, no transaction or contract of the Corporation shall be void or voidable by reason of the fact that any Director or officer or any firm of which any Director or officer is a shareholder, officer or Director, is in any way interested in such transaction or contract; provided such transaction or contract is or shall be authorized, ratified or approved either (1) by a vote of the majority of a quorum of the Board of Directors or of the Executive Committee, if any, counting in for the purpose of determining the existence of such majority or quorum any Director when present who is so interested or who is a member of a firm so interested or who is a shareholder, officer or Director of a corporation so interested; or (2) at a stockholders' meeting by a vote of the majority of the shares of stock of the Corporation represented at such meeting and then entitled to vote, or (3) by writing or writings signed by a majority of the outstanding shares of stock of the Corporation then entitled to vote or by writing or writings signed by a majority of such holders, which shall have the same force and effect as though such authorization, ratification or approval were made by all the stockholders; and no Director or officer

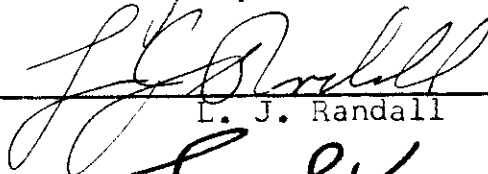
shall be liable to account to the Corporation for any profits realized by him from or through any such transaction or contract of the Corporation authorized, ratified or approved as aforesaid, by reason of the fact that he or any firm of which he is a member or any corporation of which he is a shareholder, officer or director was interested in such transaction. Nothing in this paragraph contained shall create any liability in the events above mentioned, or prevent the authorization, ratification or approval of such contracts or transactions in any other manner permitted by law, or invalidate or make voidable any contract or transaction which would be valid without reference to the provisions of this paragraph.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of this 6th day of February, 1957.


Henry L. Day


Wray D. Farmin


Roy W. Anno


L. J. Randall


Leo G. Kraemer

STATE OF IDAHO }
County of Shoshone } ss.

On this 6th day of February, 1957, before me, the under-
signed Notary Public in and for the State of Idaho, personally
appeared HENRY L. DAY, ROY W. ANNO, L. J. RANDALL and LEO G. KRAEMER,
known to me to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my notarial seal the day and year in this certificate first
above written.


Notary Public in and for the State
of Idaho, Residing in Wallace, Idaho

STATE OF WASHINGTON }
County of Spokane } ss.

On this 4 day of February, 1957, before me, the under-
signed Notary Public in and for the State of Washington, person-
ally appeared WRAY D. FARMIN, known to me to be the person whose
name is subscribed to the within instrument, and acknowledged
to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my notarial seal the day and year in this certificate first above
written.



Notary Public in and for the State
of Washington, Residing Spokane

EXHIBIT B 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 depositories 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 depositories 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.

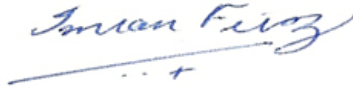
EXHIBIT C

CERTIFICATION

I, Imran Firoz, certify that:

1. I have reviewed this disclosure statement of Abot Mining Co.;
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: July 31, 2012

A handwritten signature in blue ink that reads "Imran Firoz". The signature is written in a cursive style and is positioned above a horizontal line.

(IMRAN FIROZ)
President and Secretary
(Principal Executive Officer and Principal Financial Officer)