

Official Record

Recording requested By
GEORGE MARCANTONIO

Lincoln County - NV
Leslie Boucher - Recorder

Fee: \$45.00

Page 1 of 7

RPTT:

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Book- 256 Page- 0424



APN _____

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APN _____

MINING LEASE
Title of Document

Affirmation Statement

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number of any person or persons. (Per NRS 239B.030)

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number of a person or persons as required by law: _____
(State specific law)

George Marcantonio
Signature Title

GEORGE MARCANTONIO
Print

Date

Grantees address and mail tax statement:
GEORGE MARCANTONIO
BOX 324
PIOCHE NEV.

MINING LEASE

THIS MINING LEASE AGREEMENT MADE AND ENTERED INTO on this 8th day of June, 2010, by and between OFOR Silver LLC (hereinafter referred to as Lessor) and George Marcantonio (hereinafter referred to as Lessee).

In consideration of \$1,000.00 and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Lessor does hereby grant, demise and let exclusively unto the Lessee for the duration and purposes herein specified, all of Lessor's right, title and interest in and to the following described mining property, including all appurtenant right, hereinafter referred to as the Leased Premises.

For leased Premises description, see Exhibit A attached hereto and made part hereof.

I. EXCLUSIVE RIGHTS GRANTED

- 1.1 The leased Premises are hereby leased exclusively to Lessee and its successors in interest for the following purposes, all or any of which may be performed by Lessee in such a manner and at such times as Lessee may determine in its absolute discretion, subject to the terms hereof.
 - a. Exploring and prospecting for, developing, mining, excavating, leaching, milling, processing, smelting, whether by open pit, underground, strip mining, solution mining, heap leaching, or any other method deemed desirable by Lessee in its sole discretion, all minerals, ores, valuable rocks, rare earths, and materials of all kinds, including mine dumps and tailings, (hereinafter referred to as Leased Substances).
 - b. Processing, concentration, beneficiating, treating, milling, smelting, shipping, selling and otherwise disposing of the Leased Substances and receiving the proceeds of such sale.
 - c. Erecting, constructing, maintaining, using and operation in and on the Leased Premises such building, structures, machinery, facilities, and equipment as Lessee deems necessary and
 - d. Engaging in any other activity that the Lessee deems reasonable and necessary to achieve the foregoing purposes.

II. TERMS OF LEASE

2.1 The term of this Mining Lease will be one year from the effective date set forth above and may be renewed by Lessee for successive one year periods upon the same terms and provisions set forth herein, or relinquished by the Lessee as provided herein. Lessee shall give Lessor written notice of each renewal at least thirty days prior to the expiration of the respective term. Lessee shall have the right to renew the lease period for multiple years by payment in advance of \$1000.00 (One Thousand) dollars for each successive year of the lease.

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III. PRODUCTION ROYALTY

- 3.1 In addition to the consideration set forth herein, Lessee shall pay Lessor a twelve percent (12%) Net Smelter Royalty on all mineral bearing ores.
- 3.2 Payment of the Royalty shall be made not more than 45 days after the close of the month during which the payment is received from the smelter or buyer on which the Royalty is calculated.
- 3.3 Net Smelter returns shall mean the amount of money received by the Lessee from the sale of a Leased Substance to a smelter, refinery, or other buyer after the deduction of costs of transportation to a point of sale and costs of any concentration of Leased Substances prior to delivery to the smelter, refinery or other buyer, and less the deduction of all costs, penalties, or charges required by said smelter, refinery, or other buyer to be paid by the Lessee as a condition of sale. In the event a Leased Substance is sold to any buyer other than a smelter, all costs incurred by Lessee after mining for processing or treating such substances, including refining, shall be deductible as costs.
- 3.4 All Leased Substances which the Lessee chooses to market shall be marketed at the best terms reasonably obtainable at the time of sale.

IV. INSPECTION, REPORTS AND RECORDS

- 4.1 Lessor or its duly authorized agent or representatives shall be permitted to enter into or upon the Leased Premises for the purpose of inspection at all reasonable times during business hours, after 48 hours advance notice, in writing to Lessee. Lessor shall enter upon the Leased Premises at Lessor's own risk and so as not to hinder the operation of Lessee, and hold harmless Lessee from any damage, claim or demand arising from the entry or inspection by Lessor on the Leased Premises or its approaches.
- 4.2 The books and records of Lessee insofar as they relate to the operations on the Leased Premises pursuant to this Mining Lease shall be open to inspection by Lessor or Lessor's representative at the expense of the Lessor, during regular business hours, after the satisfaction of notice requirements outlined above.

V. DATA ON THE PROPERTY

- 5.1 Upon execution of this Mining Lease, Lessor will provide Lessee with access to all data concerning the Leased Premises then in possession of Lessor or its agents. Lessee shall have right to make and remove copies of all such data at Lessee's expense. Lessee may only remove original documents with written consent of Lessor.

VI. PROTECTION FROM LIENS, DAMAGES AND LIABILITY

Lessee shall keep the Leased Premises free and clear of liens for labor done or performed or materials furnished on or for the development or operation of the Leased Premises under this Mining Lease. Lessee shall not be considered in breach of this provision so long as the Lessee, in

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good faith, contests the validity of and liens or claims against the Leased Premises.

6.2 Lessee shall use and occupy the Leased Premises at its own risk, and hereby releases Lessor, to the full extent provided by law, from all claims of every kind and nature, including claims for loss of life, personal or bodily injury, or property damage except as otherwise excluded herein.

6.3 Lessor hereby indemnifies and holds harmless from and against any claim by the Environmental Protection Agency (EPA), or any other similar state agency based solely on past mining contamination or violations. In the event the EPA or other similar agency brings suit against Lessee as a person in chain of title, Lessor further agrees to defend any such suit on Lessee's behalf.

VII. COMPLIANCE WITH LAW

In conducting its operations hereunder, Lessee will cause all work and development to be done in a careful and miner-like manner, and Lessee will comply with the terms and provisions of laws governing its operations under this Mining Lease.

VIII. TERMINATION BY LESSEE

8.1 Lessee shall have the right to terminate this Mining Lease at any time and to surrender the Leased Premises to Lessor by giving Lessor written notice thereof at least 30 days prior to the stated date of termination.

8.2 In the event of termination, all sums theretofore paid to Lessor by Lessee shall be retained by Lessor, and all obligations of Lessee to make payments and perform any other obligation set forth in this Mining Lease shall terminate.

8.3 In the event of termination, Lessee, upon request by Lessor, shall make, execute, acknowledge, and deliver to Lessor a written relinquishment of this Mining Lease in recordable form.

IX. REPRESENTATIONS AND WARRANTIES

9.1 Each party represents and warrants each others that: it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement:

9.2 the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or its constating documents.

9.3 OFOR SILVER represents and warrants to and covenants with George Marcantonio that:
(a) each of the 3 Claims described in Schedule "A" are owned by OFOR SILVER and are presently in good standing under the applicable laws of Nevada and are free and clear of all liens, charges and encumbrances;

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(b) OFOR SILVER has the exclusive right to enter into this Agreement and to dispose of the claims in accordance with the terms of this agreement.

X. NOTIFICATION BY PARTIES

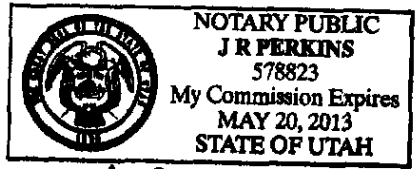
10.1 Any notifications to parties to this Mining Lease shall be deemed delivered if done so in writing to the following addresses of the parties.

George Marcantonio
P. O. Box 324
Roche N. V.
89043
312-590-7752

Boyd Knight Manager
OFOR SILVER LLC
9232 Tanya Avenue
West Jordan, Utah 84088
801-565-1467

XI. SIGNATURES

Executed this 7th day of June 2010



George Marcantonio
Lessee, George Marcantonio

JR Perkins

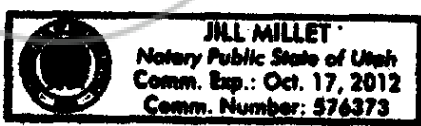
Boyd Knight
Lessor, Boyd Knight Manager OFOR SILVER

Witnesseth _____

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 7 DAY OF June 2010

JR Millet
NOTARY PUBLIC

MY COMMISSION EXPIRES Oct. 17, 2012
for Boyd Knight





June 8,
2010

Addendum to Lease Agreement

OPTION TO PURCHASE

OFOR SILVER LLC, Lessor is the owner of three (3) patented mining claims totaling approximately 60 acres in Lincoln County Nevada known as The Summit, patent 3996, Roadside patent 3997 and Sam Tilden patent 3998.

George Marcantonio, Lessee is granted the option to purchase the above mining claims for a total price of \$90,000 (ninety thousand) payable as follows. \$15,000. (fifteen thousand) down and \$15,000. per year until paid in full by the end of the sixth year.

The option to purchase can be executed at anytime during the time the lease agreement is in effect. If the option to purchase is executed before the end of the lease agreement the purchase price will be reduced by the amount of the yearly lease if the lease price of \$1000.00 has been paid in full to the Lessor.

Boyd Knight
Boyd Knight OFOR SILVER Seller

Date June 8, 2010

George Marcantonio
George Marcantonio Buyer

Date June 8, 2010

X
WITNESSETH Jane Lavelady



Exhibit A

Boyd Knight June 8, 2010

NEVADA PARK MINES CO., GRANTOR of Lincoln County, State of Nevada, hereby Quit-Claims to OFOR SILVER, LLC, GRANTEE for the sum of Ten and no/100 (\$10.00) DOLLARS and other good and valuable consideration the following described patented mining claim in Lincoln County, State of Nevada:

Sections 16, 17, 20 and 21, Township 7 North., R. 68. East, Roadside Claim, 20.34 acres.

Patent No. 3996	May 27, 1880	20.34 Acres	F.H. Knight
Patent No. 3997	May 27, 1880	20.34 Acres	J.N.Curtis
Patent No. 3998	May 27, 1880	20.34 Acres	J.C. Henderson

WITNESS the hand of said Grantor, this ___ day of June, 2005.

NEVADA PARK MINES CO.
GRANTOR

STATE OF UTAH)
) :ss.
COUNTY OF SALT LAKE)

On the ___ day of June, 2005, personally appeared before me Boyd Knight, the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same on behalf of Nevada Park Mines Co.

Notary Public
Residing at _____