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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

June 10, 2010
Date

Grantees address and mail tax statement:

GEORGE MARCANTONIO
Box 324
PiOche, NEV. 89043



June 10, 2010

MINING LEASE

THIS MINING LEASE AGREEMENT MADE AND ENTERED INTO on this 10 day of JUNE, 2010, by and between FRANK C. HULSE (hereinafter referred to as Lessor) and George Marcantonio (hereinafter referred to as Lessee).

In consideration of one dollar (\$1.00) 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 rights, 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 operating in and on the Leased Premises such buildings, 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. TERM OF LEASE

- 2.1 The term of this Mining Lease shall be 3 years from the effective date set forth above and may be renewed by Lessee for successive 3 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.



12%
NOT 8%
S.M.

III. PRODUCTION ROYALTY

- 3.1 In addition to the consideration set forth herein, Lessee shall pay Lessor a eight percent (8%) 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 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 cost, 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 representative 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 operations 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 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

- 6.1 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 any 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

- 7.1 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 obligation 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. NOTIFICATIONS BY PARTIES

- 9.1 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
Proche, Nev.
89043
312-590-7752

FRANK C. HULSE
P.O. Box 510
147 Harmon Street
Proche Nev 89043
775 962 5262



X. SIGNATURES

Executed this 10th day of June 2010

George Marcantonio, Lessee

And

[Signature]
Lessor

Witnesseth: Jane. Sevens

Frank Heise interest only.

MINERS DELIGHT LOT #38

GREAT EASTERN LOT #39

BLUE BIRD PAT #1209250 SURVEY #4843

ELLA SURVEY #4843

ALL IN LINCOLN COUNTY NEVADA

x George Marcantonio

[Signature] B.M.