UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **June 13, 2016**

DATARAM CORPORATION

(Exact name of registrant as specified in its charter)

Nevada	**001-08266**	**22-18314-09**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

777 Alexander Road, Suite 100, Princeton, NJ	**08540**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(609) 799-0071**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Forward-Looking Statements

This Current Report on Form 8-K and other written and oral statements made from time to time by us may contain so-called "forward-looking statements," all of which are subject to risks and uncertainties. Forward-looking statements can be identified by the use of words such as "expects," "plans," "will," "forecasts," "projects," "intends," "estimates," and other words of similar meaning. One can identify them by the fact that they do not relate strictly to historical or current facts. These statements are likely to address our growth strategy, financial results and development. One must carefully consider any such statement and should understand that many factors could cause actual results to differ from our forward looking statements. These factors may include inaccurate assumptions and a broad variety of other risks and uncertainties, including some that are known and some that are not. No forward looking statement can be guaranteed and actual future results may vary materially. We do not assume any obligation to update any forward-looking statement. As a result, investors should not place undue reliance on these forward-looking statements.

Item 1.01 Entry Into a Material Definitive Agreement.

On June 13, 2016, Dataram Corporation, a Nevada corporation ("we" or the "Company") entered into an Agreement and Plan of Merger (the "Merger Agreement") with its wholly owned subsidiary, Dataram Acquisition Sub, Inc., a Nevada corporation ("Acquisition Sub"), U.S. Gold Corp., a Nevada corporation ("U.S. Gold") an exploration stage company that owns certain mining leases and other mineral rights comprising the Copper King gold and copper development project located in the Silver Crown Ming District of southeast Wyoming (the "Copper King Project") and Copper King, LLC, a principal stockholder of U.S. Gold ("Copper King"). Upon closing of the transactions contemplated under the Merger Agreement (the "Merger"), U.S. Gold will merge with and into Acquisition Sub with U.S. Gold as the surviving corporation. The closing of the Merger is subject to customary closing conditions, including, among other things:

- the approval of the Company's shareholders holding a majority of the Company's outstanding voting capital to issue the Merger Consideration (as defined below) pursuant to the continued listing standards of The NASDAQ Stock Market LLC;
- the approval of the Company's shareholders holding a majority of the Company's outstanding voting capital to increase the number of shares of authorized Common Stock;
- the closing by U.S. Gold of a financing pursuant to which it receives at least $3 million in net proceeds from the sale of its securities (the "U.S. Gold Financing");
- the closing by U.S. Gold of the acquisition of certain mining claims related to a gold development project in Eureka County, Nevada (the "Keystone Project");
- the receipt by the Company of a fairness opinion with respect to the Merger and the Merger Consideration; and
- the Company's Board of Directors shall have declared, as a special dividend, a right entitling each stockholder as of a record date (which shall be no less than five business days prior to the closing of the Merger) to a proportionate ownership interest, record or beneficial, equal to their ownership interest in the Company, of certain pre-Merger Company assets or the proceeds therefrom, as, when and if the Company's Board of Directors elects to divest such assets within 18 months from the closing of the Merger.

Pursuant to the terms and conditions of the Merger Agreement, at the closing of the Merger, the holders of U.S. Gold's common stock, Series A Preferred Stock and Series B Preferred Stock will be converted into the right to receive shares of the Company's common stock, par value $0.001 per share (the "Common Stock") or, at the election of any U.S. Gold stockholder, shares of the Company's newly designated 0% Series C Convertible Preferred Stock, par value $0.001 per share (the "Series C Preferred Stock), which are convertible into shares of Common Stock (collectively, the "Merger Consideration"). The Merger Consideration shall be allocated as follows and is presented below in terms of Common Stock:

- Sixty Million (60,000,000) shares of Common Stock shall be issued to the holders of U.S. Gold's Series A Preferred Stock;

- Five Million Six Hundred Thousand One Hundred and Fifty (5,600,150) shares of Common Stock shall be issued to the holders of U.S. Gold's Series B Preferred Stock;

- Up to Forty Five Million Four Hundred and Fifty Four Thousand Five Hundred and Forty Five (45,454,545) shares of Common Stock shall be issued to holders of U.S. Gold's common stock issued in connection with the U.S. Gold Financing;

- A minimum of Four Million (4,000,000) and a maximum of Seven Million (7,000,000) shares of Common Stock and warrants to purchase up to Seven Hundred and Fifty Thousand (750,000) shares of Common Stock (or such lesser amount depending on the size of the U.S. Gold Financing) shall be issued to the placement agent in the U.S. Gold Financing;

- Five Million Five Hundred and Fifty Thousand (5,550,000) shares of Common Stock shall be issued to the holders of U.S. Gold's common stock issued in connection with the closing of the acquisition of the Keystone Project; and

- Four Million Nine Hundred and Fifty Thousand (4,950,000) shares of Common Stock shall be issued to certain incoming officers and consultants pursuant to a shareholder approved equity incentive plan of the Company (the "Management Shares").

Upon closing of the Merger and as a result of the transactions contemplated by the Merger Agreement, the Company's pre-Merger stockholders are anticipated to own between approximately 8.6% and 11.0% of the Company's outstanding Common Stock on an "as converted" basis.

Subject to certain limitations as set forth below, each holder of Series C Preferred Stock may convert the shares of Series C Preferred Stock into such number of shares of Common Stock based on a conversion ratio, the numerator of which shall be the Base Amount (defined hereafter) and denominator of which shall be the conversion price. "Base Amount" is defined, as of the applicable date of determination, the sum of (1) the aggregate stated value of the Series C Preferred Stock to be converted, plus (2) the accrued and unpaid dividends on Series C Preferred Stock.

The Company is prohibited from effecting the conversion of Series C Preferred Stock to the extent that, as a result of such conversion, the holder would beneficially own more than 4.99%, in the aggregate, of the issued and outstanding shares of the Company's Common Stock calculated immediately after giving effect to the issuance of shares of Common Stock upon the conversion of the Series C Preferred Stock (the "Maximum Percentage"). A holder may increase or decrease the Maximum Percentage by providing written notice to the Company; provided, however, that in no event shall the Maximum Percentage exceed 9.99%.

In the event of a liquidation, dissolution or winding up of the Company, each share of Series C Preferred Stock will be entitled to a per share preferential payment equal to the par value. All shares of capital stock of the Company will be junior in rank to Series C Preferred Stock with respect to the preferences as to dividends, distributions and payments upon the liquidation, dissolution and winding-up of the Company, except for the Company's Series B Convertible Preferred Stock. The holders will be entitled to receive dividends if and when declared by the Company's board of directors. In addition, the Series C Preferred Stock shall participate on an "as converted" basis, with all dividends declared on the Common Stock.

If and until it is determined that the Company is required to obtain the approval of its shareholders for the issuance of the Series C Preferred Stock in accordance with NASDAQ Stock Market Rules ("Shareholder Approval"), then the Company, until it has obtained Shareholder Approval, may not issue upon conversion of the Series C Preferred Stock, such number of shares of Common Stock, which, when aggregated with all other shares of Common Stock issued upon conversion of all Series C Preferred Stock as well as all other Common Stock issuable pursuant to the Merger Agreement, would exceed 19.99% of the shares of Common Stock issued and outstanding.

Holders of the Series C Preferred Stock will not possess any voting rights except as otherwise required by law.

At the effective time of the Merger, 15% of the Merger Consideration (excluding the Management Shares) (the "Escrow Shares") shall be delivered to an escrow agent by Copper King and shall be held pursuant to an escrow agreement to secure the Company from certain claims that may arise with respect to the representations, warranties, covenants or indemnification obligations of U.S. Gold and its properties, for a period of twelve (12) months following the closing of the Merger. The Escrow Shares are the sole remedy for indemnifiable losses payable under the Merger Agreement.

Additionally, upon closing of the Merger, the Company may divest itself of its existing pre-Merger assets, including, but not limited to, the computer memory and software businesses. The Company will consider this issue, determine if in fact such a divestiture is in the best interests of the Company and its stockholders, and review the most effective means of undertaking such a divestiture, taking into account all legal, economic and tax considerations as are appropriate. In the event of any such divestiture, ownership of the Company's existing pre-Merger assets, or the proceeds thereof, will be for the benefit of the Company's stockholders prior to consummation of the Merger.

The foregoing description of the Merger Agreement and the Merger and related transactions does not purport to be complete and is qualified in its entirety by reference to the complete text of the Merger Agreement, which is filed as Exhibit 10.1 hereto which is incorporated herein by reference.

Following the closing of the Merger, through the Company's wholly owned subsidiary, U.S. Gold, the Company intends to expand its activities to include the exploration of mineral rights.

Summary Description of U.S. Gold

U.S. Gold is an exploration stage company that owns certain mining leases and other mineral rights comprising the Copper King Project.

Copper King Project

The Copper King Project consists of certain mining leases and other mineral rights comprising the Copper King gold and copper development project located in the Silver Crown Mining District of southeast Wyoming.

Location and Access

The Copper King project is located in southeastern Wyoming, approximately 32km west of the city of Cheyenne, on the southeastern margin of the Laramie Range. The property covers about five square kilometers that include the S½ Section 25, NE¼ Section 35, and all of Section 36, T.14N., R.70W.,Sixth Principal Meridian. Access to within 1.5km of the property is provided by paved and maintained gravel roads. An easement agreement providing access for exploration and other minimal impact activities has been negotiated with Ferguson Ranch Inc. on the S½ Section 25, T14N, R70W, and the W½ Section 30, T14N, R69W. The fee for this easement is $10,000 per year, renewable each year prior to July 11.

The Copper King property covers 453 contiguous hectares (approximately five square kilometers) that include the S½ of Section 25, NE¼ Section 35, and all of Section 36, T.14N., R.70W. The project is entirely located on land owned and administered by the State of Wyoming. There are no Federal lands within or adjoining the Copper King land position. Curt Gowdy State Park lies northwest of the property, partially within Section 26. The state park's southeastern boundary is approximately 300m northwest of the property and approximately 900m northwest of the mineralized area. The Copper King property position consists of two State of Wyoming Metallic and Non-metallic Rocks and Minerals Mining Leases

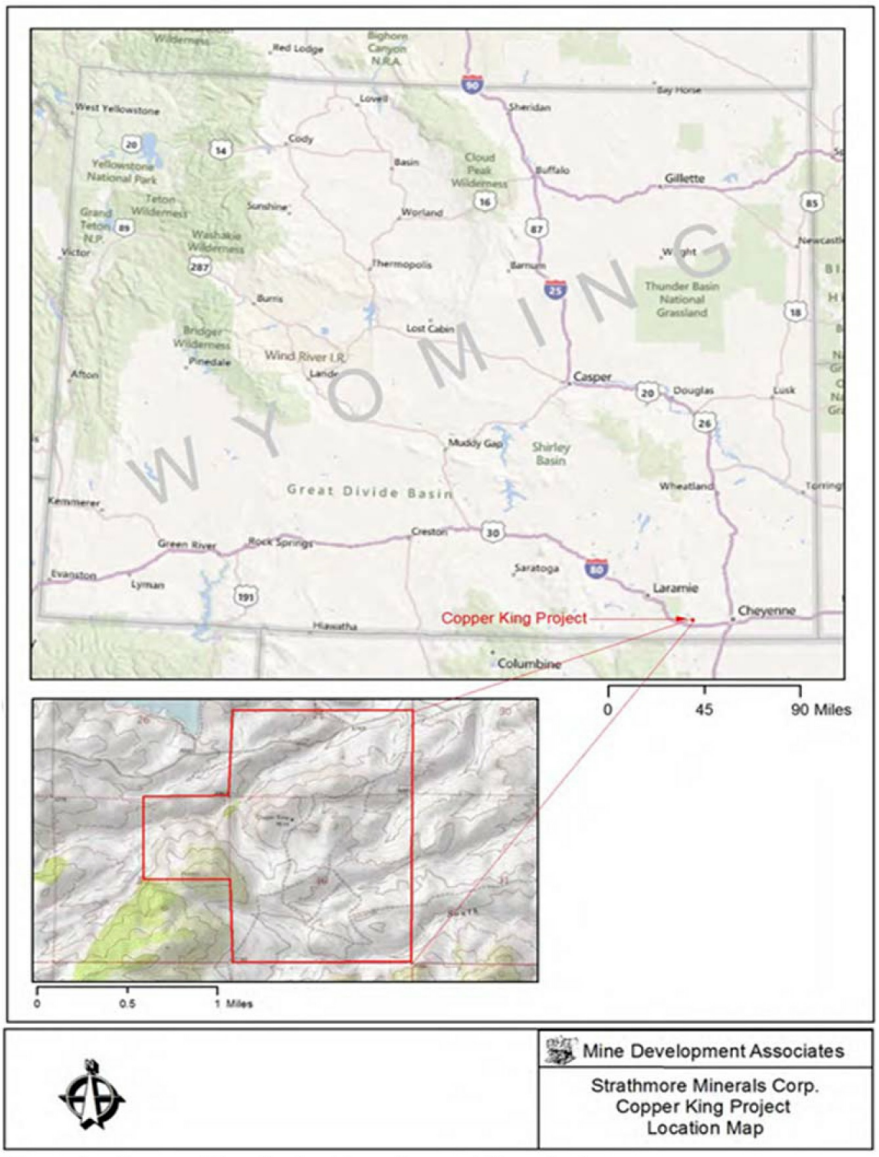

Figure 1 – Copper King Project Location and Boundaries

Title to Copper King Project

U.S. Gold's rights to the Copper King Project arise under two State of Wyoming mineral leases:

1) *State of Wyoming Mining Lease No. 0-40828*

Township 14 North, Range 70 West, 6th P.M., Laramie County, Wyoming:
Section 36: All

2) *State of Wyoming Mining Lease No. 0-40858*

Township 14 North, Range 70 West, 6th P.M., Laramie County, Wyoming:
Section 25: S/2
Section 35: NE/4

Ownership of the mineral rights remains in the possession of the State of Wyoming as conveyed to the State by the United States, evidenced by 1942 patents for Section 36, and 1989 Order confirming title to Section 25 and 35. The State of Wyoming issued Mineral Leases for the mineral rights to Wyoming Gold Mining Company, Inc. ("Wyoming Gold") in 2013 and 2014. These leases were assigned to U.S. Gold on June 23, 2014.

Lease 0-40828 was renewed in February 2013 for a second ten-year term and Lease 0-40858 was renewed for its second ten-year term in February 2014. Each lease requires an annual payment of $2.00 per acre.

The following production royalties must be paid to the State of Wyoming, although once the project is in operation, the Board of Land Commissioners has the authority to reduce the royalty payable to the State:

FOB Mine Value per Ton	Percentage Royalty
$00.00 to $50.00	5%
$50.01 to $100.00	7%
$100.01 to $150.00	9%
$150.01 and up	10%

History of Prior Operations and Exploration on the Copper King Project

Limited exploration and mining were conducted on the Copper King property in the late 1880s and early 1900s. Approximately 300 tons of material was reported to have been produced from a now inaccessible 160 ft-deep shaft with two levels of cross-cuts. A few small adits and prospect pits with no significant production are scattered throughout the property.

Since 1938, at least nine historic (pre- Strathmore Minerals Corp.) drilling campaigns by at least seven companies plus the U. S. Bureau of Mines ("USBM") have been conducted at Copper King. The current project database contains 91 drill holes totaling 37,500 ft that were drilled before Wyoming Gold acquired the property. All but six of the drill holes are within the current resource area. Other work conducted at Copper King by previous companies has included ground and aeromagnetic surveys as well as induced polarization ("IP") surveys along with geochemical sampling, geologic mapping, and a number of metallurgical studies.

Wyoming Gold conducted an exploration drill program in 2007 and 2008. Thirty-five diamond core drill holes were completed for a total of 25,500 ft. The exploration permit, 360DN, has been terminated and the bond released. The focus of that work was to confirm and potentially expand the mineralized body outlined in the previous drill campaigns, increase the geologic and geochemical database leading to the creation of the current geologic model and resource estimate, and to provide material for further metallurgical testing. The Copper King assay database for some 120 holes contains 8,357 gold assays and 8,225 copper assays. At least 10 different organizations or individuals conducted metallurgical studies on the gold-copper mineralization at the request of prior operators between 1973 and 2009. It was concluded that the process with the highest potential to yield good extractions of gold and copper would likely be flotation, followed by cyanidation of the flotation tailings. Core is stored in two public storage facilities; one is AAA in Cheyenne, Wyoming and the other is Absaroka in Dubois, Wyoming.

Geological Summary of the Copper King Project

The Copper King project is underlain by Proterozoic rocks that make up the southern end of the Precambrian core of the Laramie Range. Metavolcanic and metasedimentary rocks of amphibolite-grade metamorphism are intruded by the 1.4 billion year old Sherman Granite and related felsic rocks. Within the project area, foliated granodiorite is intruded by aplitic quartz monzonite dikes, thin mafic dikes, and younger pegmatite dikes. Shear zones with cataclastic foliation striking N60°E to N60°W are found in the southern part of the Silver Crown district, including at Copper King. The granodiorite typically shows potassium enrichment, particularly near contacts with quartz monzonite. Copper and gold mineralization occurs primarily in unfoliated to mylonitic granodiorite. The mineralization is associated with a N60°W-trending shear zone and disseminated and stockwork gold-copper deposits in the intrusive rocks. Some authors have categorized it as a Proterozoic porphyry gold-copper deposit. Hydrothermal alteration is overprinted on retrograde greenschist alteration and includes a central zone of silicification, followed outward by a narrow potassic zone, surrounded by propylitic alteration. Higher-grade mineralization occurs within a central core of thin quartz veining and stockwork mineralization that is surrounded by a zone of lower-grade disseminated mineralization. Disseminated sulfides and native copper with stockwork malachite and chrysocolla are present at the surface, and chalcopyrite, pyrite, minor bornite, primary chalcocite, pyrrhotite, and native copper are present at depth. Gold occurs as free gold.

Estimated Resources from the Technical Report dated June 20, 2012

The Copper King resource contains oxide, mixed oxide-sulfide, and sulfide rock types. At the stated cutoff grade 0.015oz AuEq/ton, approximately 80% of the resource is sulfide material with the remaining 20% split evenly between the oxide and mixed rock types. There is consistent distribution of gold and copper, albeit generally low-grade, throughout this potential open-pit deposit.

Table 1.1 Summary Tables of Copper King Resources [1]

Total Measured and Indicated Resource:

Au-equiv. Cutoff								
oz AuEq/ton	g AuEq/t	tons	tonnes	oz Au/ton	g Au/t	oz Au	% Cu	lbs Cu
0.015	0.51	59,750,000	54,200,000	0.015	0.53	926,000	0.187	223,000,000

Total Inferred Resource:

Au-equiv. Cutoff								
oz AuEq/ton	g AuEq/t	tons	tonnes	oz Au/ton	g Au/t	oz Au	% Cu	lbs Cu
0.015	0.51	15,620,000	14,170,000	0.011	0.38	174,000	0.200	62,530,000

Using the individual metal grades of each block, the AuEq grade is calculated using the following formula:

g AuEq/t = g Au/t + (2.057143 * %Cu)

This formula is based on prices of US$1000.00 per ounce gold, and US$3.00 per pound copper.

[1] Technical Report on the Copper King Project Laramie County, Wyoming, Effective Date June 20, 2012, prepared for Strathmore Minerals Corp. by Mine Development Associates, authors Paul Tietz and Neil Prenn.

Keystone Project

Location

The Keystone Project consists of two hundred eighty-four (284) unpatented lode mining claims situated in Eureka County, Nevada. The claims making up the Keystone Project are situated in Eureka County, Nevada in Sections 2-4 and 9-11, Township 23 North, Range 48 East, and Sections 22-28, and 33-36 Township 24 North, all Range 48 East of the Mount Diablo Meridian.

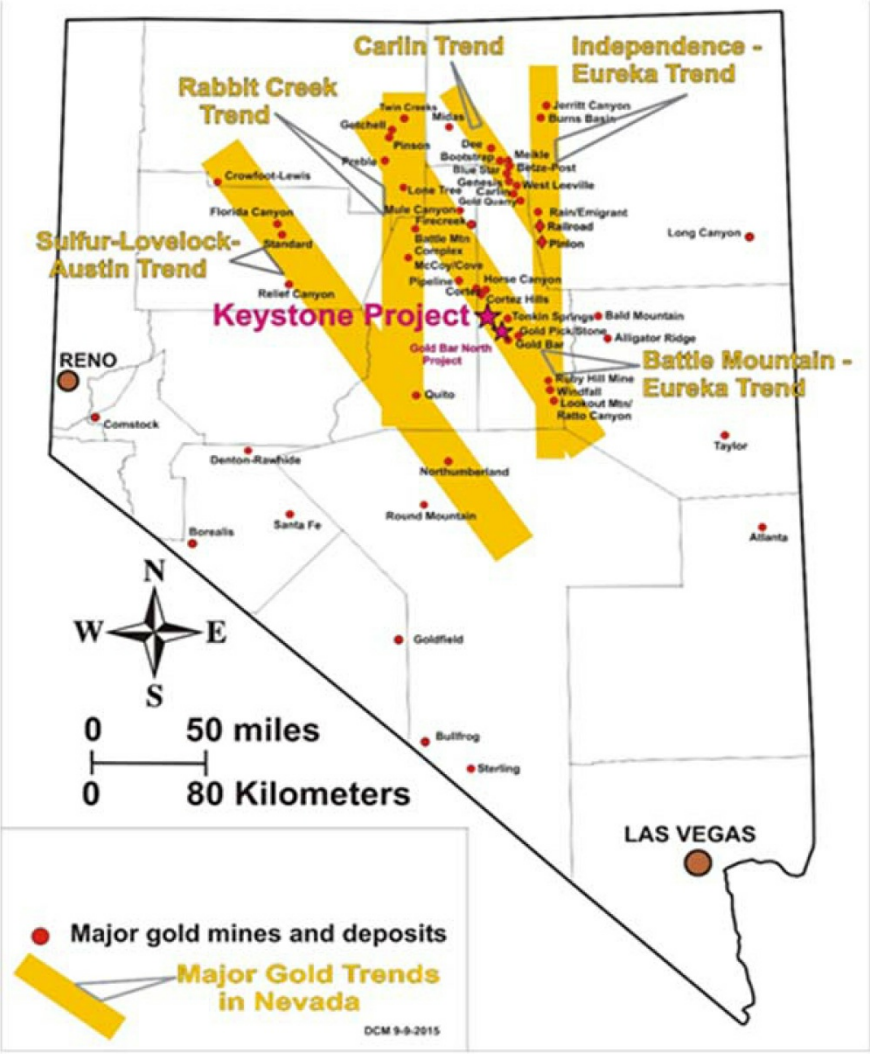

Figure 2 – Location of Keystone Project and Major Gold Trends in Nevada

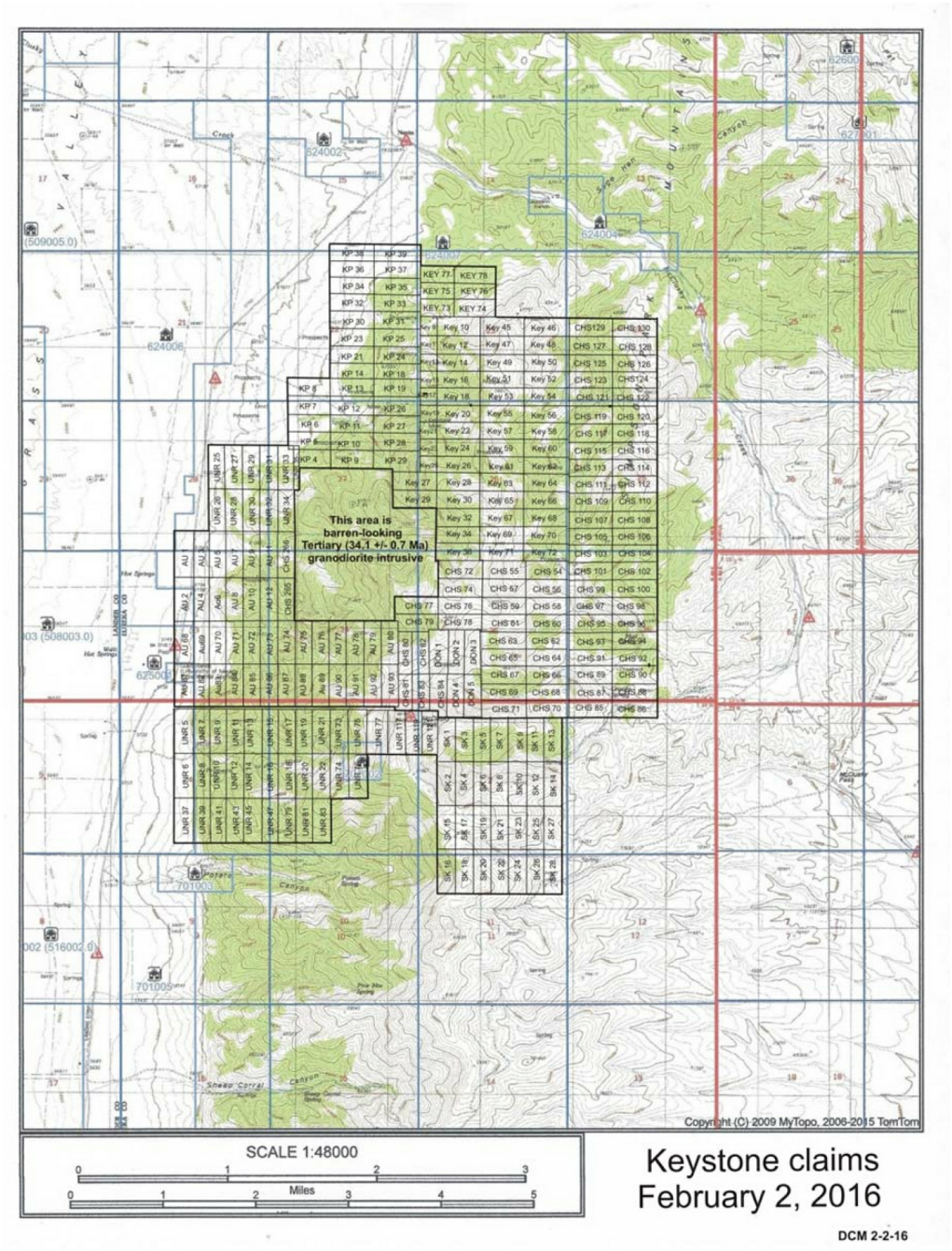

Figure 3 – Keystone Project Claim Boundaries

The Keystone Project may be accessed by improved roads. Navigation through the interior of the project is by off-road vehicle.

Title and Ownership for Keystone Project

The Keystone Project consists of unpatented mining claims located on federal land administered by the U.S. Bureau of Land Management. An annual maintenance fee of $155 per claim per year must be paid to the Nevada Bureau of Land Management by September 1 of each year, and failure to make the payment on time renders the claims void.

In addition, the State of Nevada requires the claimant to file an Affidavit and Notice of Intent to Hold in the appropriate county by November 1 of each year. However, the failure to timely record an Affidavit does not effect a forfeiture of the claims, as does the failure to pay the federal claim maintenance fees by September 1. Instead, in the event of a conflict with a junior locator, the senior claimant must prove his intent to maintain the claims. This can generally be accomplished by producing a receipt showing payment of the federal claim maintenance fees to the Bureau of Land Management.

The federal claim maintenance fees are *prospective* and are paid for the ensuing assessment year. For example, the payments made on June 29, 2015 relate to the 2015-2016 assessment year running from September 1, 2015 to September 1, 2016. By comparison, the Nevada filings are *retrospective*, describing the assessment year just ended or about to end.

Congress has extended the claim maintenance requirements through 2016. It will therefore be necessary for U.S. Gold to perform the following acts in order to maintain the claims in 2016-2017 and each year thereafter: (1) on or before September 1 of each year, U.S. Gold must pay a maintenance fee of $155.00 per claim to the Nevada State Office of the BLM, and (2) on or before November 1 of each year U.S. Gold must record an Affidavit and Notice of Intent to Hold in Eureka County.

U.S. Gold acquired the mining claims comprising the Keystone Project on May 27, 2016 from Nevada Gold Ventures, LLC ("Nevada Gold") and Americas Gold Exploration, Inc. ("Americas Gold") under the terms of the Purchase and Sale Agreement. Some of the Keystone claims are subject to pre-existing net smelter royalty ("NSR") obligations. In addition, under the terms of the Purchase and Sale Agreement, Nevada Gold retained additional NSR rights of 0.5% with regard to certain claims and 3.5% with regard to certain other claims. The unpatented mining claims comprising the Keystone Project, with applicable NSR obligations, are as follows:

1. Acquired 100% from Americas Gold; subject to a one percent (1%) net smelter return royalty ("NSR") held by Wolfpack Gold Nevada Corp.; a two percent (2.0%) NSR with respect to precious metals and one percent (1.0%) NSR with respect to all other metals and minerals held by Orion Royalty Company, LLC; and a one-half percent (0.5%) NSR to Nevada Gold

27 unpatented lode mining claims situated in Eureka County, Nevada, in Sections 33 and 34, Township 24 North, Range 48 East, and Sections 3, 4, 9, and 10, Township 23 North, Range 48 East, Mount Diablo Base Line and Meridian.

Claim Name	No. claims	BLM NMC Serial Number
UNR 5-8	4	861839-861842
UNR 9-18	10	858729-858738
UNR 19-22	4	875010-875013
UNR 37	1	861857
UNR 39	1	861859
UNR 41	1	861861
UNR 43	1	861863
UNR 45	1	861865
UNR 47	1	861867
UNR 79	1	875020
UNR 81	1	875022
UNR 83	1	875024
Total Claims	**27**	

2. Acquired 100% from Americas Gold; subject to a three and one-half percent (3.5%) NSR to Nevada Gold

13 unpatented lode mining claims situated in Eureka County, Nevada, in Sections 27, 28 and 35, Township 24 North, Range 48 East, and Sections 2 and 3, Township 23 North, Range 48 East, Mount Diablo Base Line and Meridian.

Claim Name	No. claims	BLM NMC Serial Number
UNR 73-77	5	1102663-110266
UNR 117	1	1102668
UNR 119	1	1102669
UNR 121	1	1102670
DON 1-5	5	1102658-1102662
Total Claims	**13**	

3. Acquired 100% from Nevada Gold; subject to a three and one-half percent (3.5%) NSR to Nevada Gold

28 unpatented lode mining claims situated in Eureka County, Nevada, in Sections 2 & 11, Township 23 North, Range 48 East, Mount Diablo Base Line and Meridian.

Claim Name	No. claims	BLM NMC Serial Number
SK 1-28	28	865573-865600
Total Claims	**28**	

4.Acquired 50% from Nevada Gold, 50% from Americas Gold, subject to a three and one-half percent (3.5%) NSR to Nevada Gold

216 unpatented lode mining claims, alphabetically ordered, situated in Eureka County, Nevada, in Sections 22, 23, 24, 25, 26, 27, 28, 33, 34, 35 & 36, Township 24 North, Range 48 East, Mount Diablo Base Line and Meridian.

Claim Name	No. claims	BLM NMC Serial Numbers
AU 1-12	12	1116231-1116242
AU 68-93	26	1116243-1116268
CHS 54-72	19	1116269-1116287
CHS 74	1	1116288
CHS 76-120	45	1116289-1116333
CHS 121-130	10	1118512-1118521
CHS 265-266	2	1116334-1116335
KEY 9-30	22	1116336-1116357
KEY 32	1	1116358
KEY 34	1	1116359
KEY 36	1	1116360
KEY 45-72	28	1116361-1116388
KEY #73 - #78	6	1118480-1118485
KP #4 - #8	5	1118496-1118500
KP 9-14	6	1116389-1116394
KP 18-19	2	1116395-1116396
KP 21	1	1116397
KP 23-29	7	1116398-1116404
KP #30 - #39	10	1118486-1118495
UNR 25-35	11	1118501-1118511
Total Claims	**216**	

Under the terms of the Purchase and Sale Agreement, U.S. Gold may buy down one percent (1%) of the royalty to Nevada Gold at any time through the fifth anniversary of the closing date for $2,000,000.00. In addition, U.S. Gold may buy down an additional one percent (1%) of the royalty anytime through the eighth anniversary of the closing date for $5,000,000.00.

History of Prior Operations and Exploration on the Keystone Project

No comprehensive, modern-era, model-driven exploration has ever been conducted on the Keystone Project. Newmont drilled 6 holes in the old base metal and silver Keystone mine area in 1967, and encountered low grade (+/- 0.02 opt) gold intercepts. Chevron staked the property in 1981-1983 and drilled 27 shallow drill holes, continued by an agreement with USMX that drilled an additional 19 shallow holes; significant amounts of low grade and anomalous gold were intersected, but results were considered uneconomic, and the project dropped. In 1988 and 1989, Phelps Dodge acquired a southern portion of the district and drilled 6 holes, one of which TD'd in gold mineralization, and was subsequently deepened in 1990 resulting in over 200' of low grade gold mineralization. About this time Coral Resources acquired a northern portion of the property and drilled 21 shallow holes to follow-up previous drill intercepts. 1995-1997, Golden Glacier, a junior company, acquired the north end of the district, and Uranerz a portion of the southern area; 6 holes were drilled in the north and only 2 holes in the south, respectively. The entire district was dropped by all parties.

In 2004 with the discovery of Cortez Hills and escalating gold prices, Nevada Pacific Gold, Great American Minerals (Don McDowell), and Tone Resources (Dave Mathewson) competed in claim staking the entire district. Subsequently, Don McDowell, founder of Great American Minerals approached Placer Dome (prior to Barrick acquisition) who discovered Pipeline and Cortez Hills, and who correctly recognized the Keystone district potential. Placer Dome entered into separate JV agreements with Nevada Pacific and Great American. The following year Barrick Gold bought Placer Dome and dropped all Placer Dome's Nevada exploration projects and JV's, including Keystone. In 2006, Nevada Pacific and Tone were purchased by US Gold. US Gold, now McEwen Mining, drilled 35 holes mostly near the north end of the district; targeting the range front pediment and the historic Keystone Mine.

Geological Potential of the Keystone Project

To date, a technical report has not been prepared on the Keystone Project. Keystone is positioned on the prolific Cortez gold trend, one of the world's leading gold producing regions. The Keystone Project is centered on a granitic intrusion that warped the local Paleozoic stratigraphy into a dome, allowing for exposure of highly favorable Devonian, Carboniferous (Mississippian-Pennsylvania) and Permo-Triassic rocks including key likely host rocks for mineralization, the silty carbonate strata of the Horse Creek Formation and the Wenban limestone, as well as possible sandy clastic units of the Diamond Peak Formation. The Horse Canyon and Wenban rocks are the primary host rocks at the nearby Cortez Hills Mine and Gold Rush deposit currently operated by Barrick Gold.

Certain Risk Factors Relating to U.S. Gold

If the NASDAQ Stock Market determines that the Merger with U.S. Gold and the issuance of the Merger Consideration results in a change of control of the Company, the Company may be required to submit a new application under NASDAQ's original listing standards and if such application is not approved, the Company's Common Stock may be delisted from The NASDAQ Capital Market.

In connection with the Merger, the Company will issue up to 123, 604,695 shares of Common Stock including Common Stock issuable upon conversion of its Series C Convertible Preferred Stock (excluding shares issuable upon warrants issued in connection with the Merger and the Management Consideration). The Company does not believe the issuance of the Merger Consideration will result in a change of control of the Company. NASDAQ Rule 5110(a) provides that a Company must apply for initial listing in connection with a transaction whereby a company combines with a non-NASDAQ entity, resulting in a change of control of such company and potentially allowing the non-NASDAQ entity to effectively obtain NASDAQ listing. In determining whether a change of control has occurred, NASDAQ considers all relevant factors including, changes in management, board of directors, voting power, ownership and financial structure of the Company. If The NASDAQ Stock Market determines that a change of control does in fact result from the consummation of the Merger and the issuance of the Merger Consideration and an original listing application has not been approved prior to the consummation of Merger, the Company will be in violation of NASDAQ Rule 5110(a) and the Company's Common Stock could be delisted from The NASDAQ Capital Market.

U.S. Gold is a new company with a short operating history and has a history of losses.

U.S. Gold was formed in February 2014. Its operating history consists of starting its preliminary exploration activities. U.S. Gold has no income-producing activities from mining or exploration and has already incurred losses because of the expenses it has incurred in acquiring the rights to explore its properties and starting its preliminary exploration activities. U.S. Gold incurred a net loss of $7,117 for the year ended December 31, 2015 and has not generated any revenue. U.S. Gold expects that its operating expenses and net losses will increase dramatically as it proceeds with exploration and development of the Copper King and Keystone mining projects. Exploring for gold and other minerals or resources is an inherently speculative activity. There is a strong possibility that U.S. Gold will not find any commercially exploitable gold or other deposits on its properties. Because U.S. Gold is an exploration company, it may never achieve any meaningful revenue.

Since U.S. Gold has a limited operating history, it is difficult for potential investors to evaluate its business.

U.S Gold's limited operating history makes it difficult for potential investors to evaluate its business or prospective operations. Since its formation, U.S. Gold has not generated any revenues. As an early stage company, U.S. Gold is subject to all the risks inherent in the initial organization, financing, expenditures, complications and delays inherent in a new business. Investors should evaluate an investment in U.S. Gold in light of the uncertainties encountered by developing companies in a competitive environment. U.S. Gold's business is dependent upon the implementation of its business plan. There can be no assurance that its efforts will be successful or that U.S. Gold will ultimately be able to attain profitability.

Exploring for gold is an inherently speculative business.

Natural resource exploration and exploring for gold in particular is a business that by its nature is very speculative. There is a strong possibility that U.S. Gold will not discover gold or any other resources which can be mined or extracted at a profit. Although the Copper King Project has known gold deposits, the deposits may not be of the quality or size necessary for it to make a profit from actually mining it. Few properties that are explored are ultimately developed into producing mines. Unusual or unexpected geological formations, geological formation pressures, fires, power outages, labor disruptions, flooding, explosions, cave-ins, landslides and the inability to obtain suitable or adequate machinery, equipment or labor are just some of the many risks involved in mineral exploration programs and the subsequent development of gold deposits.

U.S. Gold will need to obtain additional financing to fund its Copper King and Keystone exploration programs.

U.S. Gold does not have sufficient capital to fund its exploration programs for the Copper King Project or the Keystone Project as they are currently planned or to fund the acquisition and exploration of new properties. U.S. Gold will require additional funding to continue its planned exploration programs. Its management estimates that U.S. Gold will require up to $500,000 in order to fund the first year of planned exploration and development of the Keystone Project, with up to $2,000,000 required in order to fund plans for the second year. In addition, U.S. Gold will require up to $500,000 per year for maintenance and development of the Copper King Project. Its inability to raise additional funds on a timely basis could prevent U.S Gold from achieving its business objectives and could have a negative impact on its business, financial condition, results of operations and the value of its securities.

U.S. Gold does not know if its properties contain any gold or other minerals that can be mined at a profit.

Although the properties on which U.S. Gold has the right to explore for gold are known to have deposits of gold, there can be no assurance such deposits which can be mined at a profit. Whether a gold deposit can be mined at a profit depends upon many factors. Some but not all of these factors include: the particular attributes of the deposit, such as size, grade and proximity to infrastructure; operating costs and capital expenditures required to start mining a deposit; the availability and cost of financing; the price of gold, which is highly volatile and cyclical; and government regulations, including regulations relating to prices, taxes, royalties, land use, importing and exporting of minerals and environmental protection.

U.S. Gold is a junior gold exploration company with no mining operations and it may never have any mining operations in the future.

U.S. Gold's business is exploring for gold and other minerals. In the event that U.S Gold discovers commercially exploitable gold or other deposits, it will not be able to make any money from them unless the gold or other minerals are actually mined or all or a part of its interest is sold. Accordingly, U.S. Gold will need to find some other entity to mine its properties on its behalf, mine them itself or sell the rights to mine to third parties.

U.S Gold's business is subject to extensive environmental regulations which may make exploring for or mining prohibitively expensive, and which may change at any time.

All of U.S. Gold's operations are subject to extensive environmental regulations which can make exploration expensive or prohibit it altogether. U.S. Gold may be subject to potential liabilities associated with the pollution of the environment and the disposal of waste products that may occur as the result of exploring and other related activities on our properties. U.S. Gold may have to pay to remedy environmental pollution, which may reduce the amount of money that U.S. Gold has available to use for exploration. This may adversely affect its financial position. If U.S. Gold is unable to fully remedy an environmental problem, it might be required to suspend operations or to enter into interim compliance measures pending the completion of the required remedy. If a decision is made to mine its properties and it retains any operational responsibility for doing so, its potential exposure for remediation may be significant, and this may have a material adverse effect upon its business and financial position. U.S. Gold has not purchased insurance for potential environmental risks (including potential liability for pollution or other hazards associated with the disposal of waste products from its exploration activities). However, if U.S. Gold mines one or more of its properties and retains operational responsibility for mining, then such insurance may not be available to it on reasonable terms or at a reasonable price. All of its exploration and, if warranted, development activities may be subject to regulation under one or more local, state and federal environmental impact analyses and public review processes. It is possible that future changes in applicable laws, regulations and permits or changes in their enforcement or regulatory interpretation could have significant impact on some portion of our business, which may require our business to be economically re-evaluated from time to time. These risks include, but are not limited to, the risk that regulatory authorities may increase bonding requirements beyond its financial capability. Inasmuch as posting of bonding in accordance with regulatory determinations is a condition to the right to operate under all material operating permits, increases in bonding requirements could prevent operations even if U.S. Gold is in full compliance with all substantive environmental laws.

U.S. Gold may be denied the government licenses and permits which it needs to explore on its properties. In the event that U.S. Gold discovers commercially exploitable deposits, U.S. Gold may be denied the additional government licenses and permits which it will need to mine its properties.

Exploration activities usually require the granting of permits from various governmental agencies. For example, exploration drilling on unpatented mineral claims requires a permit to be obtained from the United States Bureau of Land Management, which may take several months or longer to grant the requested permit. Depending on the size, location and scope of the exploration program, additional permits may also be required before exploration activities can be undertaken. Prehistoric or Indian grave yards, threatened or endangered species, archeological sites or the possibility thereof, difficult access, excessive dust and important nearby water resources may all result in the need for additional permits before exploration activities can commence. As with all permitting processes, there is the risk that unexpected delays and excessive costs may be experienced in obtaining required permits. The needed permits may not be granted at all. Delays in or U.S. Gold's inability to obtain necessary permits will result in unanticipated costs, which may result in serious adverse effects upon its business.

The values of U.S. Gold's properties are subject to volatility in the price of gold and any other deposits U.S. Gold may seek or locate.

U.S. Gold's ability to obtain additional and continuing funding, and its profitability in the unlikely event it ever commences mining operations or sells the rights to mine, will be significantly affected by changes in the market price of gold. Gold prices fluctuate widely and are affected by numerous factors, all of which are beyond U.S. Gold's control. Some of these factors include the sale or purchase of gold by central banks and financial institutions; interest rates; currency exchange rates; inflation or deflation; fluctuation in the value of the United States dollar and other currencies; speculation; global and regional supply and demand, including investment, industrial and jewelry demand; and the political and economic conditions of major gold or other mineral producing countries throughout the world, such as Russia and South Africa. The price of gold or other minerals have fluctuated widely in recent years, and a decline in the price of gold could cause a significant decrease in the value of our properties, limit our ability to raise money, and render continued exploration and development of its properties impracticable. If that happens, then U.S Gold could lose its rights to its properties and be compelled to sell some or all of these rights. Additionally, the future development of its properties beyond the exploration stage is heavily dependent upon the level of gold prices remaining sufficiently high to make the development of our properties economically viable. You may lose your investment if the price of gold decreases. The greater the decrease in the price of gold, the more likely it is that you will lose money.

U.S. Gold's property titles may be challenged and it is not insured against any challenges, impairments or defects to our mineral claims or property titles. U.S. Gold has not fully verified title to its properties.

U.S. Gold's unpatented Keystone Claims were created and maintained in accordance with the federal General Mining Law of 1872. Unpatented claims are unique U.S. property interests and are generally considered to be subject to greater title risk than other real property interests because the validity of unpatented claims is often uncertain. This uncertainty arises, in part, out of the complex federal and state laws and regulations under the General Mining Law. U.S. Gold has obtained a title report on its Keystone Claims, but cannot be certain that all defects or conflicts with its title to those claims have been identified. Further, U.S. Gold has not obtained title insurance regarding its purchase and ownership of the Keystone Claims. Defending any challenges to its property titles may be costly, and may divert funds that could otherwise be used for exploration activities and other purposes. In addition, unpatented claims are always subject to possible challenges by third parties or contests by the federal government, which, if successful, may prevent us from exploiting its discovery of commercially extractable gold. Challenges to its title may increase its costs of operation or limit its ability to explore on certain portions of its properties. U.S. Gold is not insured against challenges, impairments or defects to its property titles, nor does U.S Gold intend to carry extensive title insurance in the future.

Possible amendments to the General Mining Law could make it more difficult or impossible for U.S Gold to execute its business plan.

U.S. Congress has considered proposals to amend the General Mining Law of 1872 that would have, among other things, permanently banned the sale of public land for mining. The proposed amendment would have expanded the environmental regulations to which U.S. Gold is subject and would have given Indian tribes the ability to hinder or prohibit mining operations near tribal lands. The proposed amendment would also have imposed a royalty of 8% of gross revenue on new mining operations located on federal public land, which would have applied to substantial portions of its properties. The proposed amendment would have made it more expensive or perhaps too expensive to recover any otherwise commercially exploitable gold deposits which U.S. Gold may find on its properties. While at this time the proposed amendment is no longer pending, this or similar changes to the law in the future could have a significant impact on U.S. Gold's business model.

Market forces or unforeseen developments may prevent U.S. Gold from obtaining the supplies and equipment necessary to explore for gold and other resources.

Gold exploration, and resource exploration in general, has demands for contractors and unforeseen shortages of supplies and/or equipment could result in the disruption of U.S. Gold's planned exploration activities. Current demand for exploration drilling services, equipment and supplies is robust and could result in suitable equipment and skilled manpower being unavailable at scheduled times for its exploration program. Fuel prices are extremely volatile as well. U.S. Gold will attempt to locate suitable equipment, materials, manpower and fuel if sufficient funds are available. If U.S. Gold cannot find the equipment and supplies needed for its various exploration programs, it may have to suspend some or all of them until equipment, supplies, funds and/or skilled manpower become available. Any such disruption in its activities may adversely affect its exploration activities and financial condition.

U.S. Gold may not be able to maintain the infrastructure necessary to conduct exploration activities.

U.S. Gold's exploration activities depend upon adequate infrastructure. Reliable roads, bridges, power sources and water supply are important factors which affect capital and operating costs. Unusual or infrequent weather phenomena, sabotage, government or other interference in the maintenance or provision of such infrastructure could adversely affect U.S. Gold's exploration activities and financial condition.

U.S. Gold does not carry any property or casualty insurance, however it intends to carry such insurance in the future.

U.S Gold's business is subject to a number of risks and hazards generally, including but not limited to adverse environmental conditions, industrial accidents, unusual or unexpected geological conditions, ground or slope failures, cave-ins, changes in the regulatory environment and natural phenomena such as inclement weather conditions, floods and earthquakes. Such occurrences could result in damage to its properties, equipment, infrastructure, personal injury or death, environmental damage, delays, monetary losses and possible legal liability. Investors could lose all or part of their investment if any such catastrophic event occurs. U.S. Gold does not carry any property or casualty insurance at this time, however U.S Gold intends to carry this type of insurance in the future. Even if U.S. Gold does obtain insurance, it may not cover all of the risks associated with its operations. Insurance against risks such as environmental pollution or other hazards as a result of exploration and operations are often not available to it or to other companies in its business on acceptable terms. Should any events against which U.S. Gold is not insured actually occur, U.S. Gold may become subject to substantial losses, costs and liabilities which will adversely affect its financial condition.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The exhibits listed in the following Exhibit Index are filed as part of this Current Report on Form 8-K.

Exhibit No.	Description
10.1	Agreement and Plan of Merger dated June 13, 2016

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DATARAM CORPORATION

Dated: June 13, 2016

/s/ David A. Moylan
David A. Moylan
Chief Executive Officer

Exhibit 10.1

AGREEMENT AND PLAN OF MERGER

by and among

DATARAM CORPORATION,

DATARAM ACQUISITION SUB, INC.

U.S. GOLD CORP.

AND

COPPER KING LLC

Dated as of June 13, 2016

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this " **Agreement**") is entered into as of June 13, 2016, by and among DATARAM CORPORATION, a Nevada corporation (**"Parent"**); DATARAM ACQUISITION SUB, INC., a Nevada corporation and wholly-owned subsidiary of the Parent (**"Buyer"**); U.S. GOLD CORP., a Nevada corporation (the "**Company**"); and Copper King LLC, a principal stockholder of the Company (the **"Stockholder"**). Parent, Buyer, Company and the Stockholder are each a **"Party"** and collectively, the **"Parties"** to this Agreement.

R E C I T A L S

WHEREAS, the Company is an exploration stage company that owns certain mining leases and other mineral rights comprising the Copper King gold and copper development project located in the Silver Crown Mining District of southeast Wyoming (the "**Copper King Project**") ;

WHEREAS, on May 25, 2016, the Company entered into a Purchase and Sale Agreement, as Amended and Restated agreement with Nevada Gold Ventures, LLC and Americas Gold Exploration, Inc. (the " **Keystone Agreement**") pursuant to which the Company will acquire certain mining claims related to a gold development project in Eureka County, Nevada (the "**Keystone Project**" and, together with the Copper King Project, the " **Properties**"), subject to the satisfaction of certain closing conditions as set forth in the Keystone Agreement (the "**Keystone Acquisition**");

WHEREAS, the Properties contain probable reserves and all of the Company's activities are exploratory in nature;

WHEREAS, the Stockholder owns 20,000 shares of the Company's 0% Series A Convertible Preferred Stock which are convertible into Ten Million (10,000,000) shares of the Company's Common Stock; and

WHEREAS, the Boards of Directors of each of the Parent, Buyer and the Company have each approved the acquisition of the Company by the Parent through the merger of the Company with and into the Buyer, with Company surviving such merger, upon the terms and subject to the conditions set forth in this Agreement, whereby all of the issued and outstanding shares of the capital stock and other securities of the Company will be converted into the right to receive the Merger Consideration (as defined herein).

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound the parties agree as follows:

ARTICLE I
DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided,

(a) the terms defined in this Article I have the meanings assigned to them in this Article I and include the plural as well as the singular,

(b) all accounting terms not otherwise defined herein have the meanings assigned under GAAP,

(c) all references in this Agreement to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of the body of this Agreement,

(d) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms, and

(e) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

As used in this Agreement and the schedules delivered pursuant to this Agreement, the following definitions shall apply:

"AAA Rules" has the meaning set forth in Section 9.17.

"Action" means any action, complaint, claim, charge, petition, investigation, suit or other proceeding, whether civil or criminal, in law or in equity, or before any mediator, arbitrator or Governmental Entity.

"Affiliate" means with respect to any specified Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person.

"Agreement" means this Agreement and Plan of Merger, as amended or supplemented, together with all exhibits and schedules attached or incorporated by reference.

"Approval" means any approval, authorization, consent, qualification or registration, or any waiver of any of the foregoing, required to be obtained from, or any notice, statement or other communication required to be filed with or delivered to, any Governmental Entity or any other Person.

"Articles of Merger" has the meaning set forth in Section 2.2.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in New York, New York.

"Buyer" has the meaning set forth in the preamble to this Agreement.

"Certificates" has the meaning set forth in Section 2.7.

"Claim" has the meaning set forth in Section 8.3.

"Claim Notice" has the meaning set forth in Section 8.3.

"Closing" has the meaning set forth in Section 2.12.

"Closing Date" means the date of the Closing as set forth in Section 2.12.

"Common Consideration" has the meaning set forth in Section 2.5.

"Common Share" and **"Common Shares"** have the meanings set forth in in Section 2.5.

"Common Stock" means the common stock, par value $0.001 per share, of the Parent.

"Company" has the meaning set forth in the preamble to this Agreement.

"Conditions Precedent" has the meaning set forth in Section 6.5

"Contract" means any agreement, contract, arrangement, bond, loan commitment, franchise, indemnity, indenture, instrument, lease, license or understanding, whether or not in writing.

"Effective Time" has the meaning set forth in Section 2.2.

"Encumbrance" means any claim, charge, easement, encumbrance, lease, covenant, security interest, lien, option, pledge, rights of others, or restriction (whether on voting, sale, transfer, disposition or otherwise), whether imposed by agreement, understanding, law, equity or otherwise, except for any restrictions on transfer generally arising under any applicable federal or state securities law.

"**Environmental Law**" shall mean any Law which relates to or otherwise imposes liability or standards of conduct concerning discharges, emissions, releases or threatened releases of noises, pathogens, odors, pollutants, or contaminants or hazardous or toxic wastes, substances or materials, whether as matter or energy, into air (whether indoors or out), water (whether surface or underground) or land (including any subsurface strata), or otherwise relating to their manufacture, processing, generation, distribution, use, treatment, storage, disposal, cleanup, transport or handling, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, the Resource Conservation and Recovery Act of 1976, as amended, the Toxic Substances Control Act of 1976, as amended, the Federal Water Pollution Control Act Amendments of 1972, the Clean Water Act of 1977, as amended, the National Environmental Policy Act of 1969, and any state provision analogous to any of the foregoing.

"**Escrow Agent**" means a mutually agreed to third party that is in the business of providing the escrow services similar to the services required herein.

"**Escrow Agreement**" has the meaning set forth in Section 2.10.

"**Escrow Period**" has the meaning set forth in Section 2.10.

"**Escrow Shares**" has the meaning set forth in Section 2.10.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"GAAP" means generally accepted accounting principles in the United States, as in effect from time to time.

"**General Mining Law**" means the General Mining Law of 1872, as amended.

"Governmental Entity" means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

"**Hazardous Substance**" means any material, substance, form of energy or pathogen which (a) constitutes a "hazardous substance", "toxic substance" or "pollutant", "contaminant", "hazardous material", "hazardous chemical", "regulated substance", or "hazardous waste" (as such terms are defined by or pursuant to any Environmental Law) or (b) is otherwise regulated or controlled by, or gives rise to liability under, any environmental law.

"Indemnified Party" has the meaning set forth in Section 8.3.

"Indemnifying Party" has the meaning set forth in Section 8.3.

"Intellectual Property" means all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all U.S. and foreign patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, brand names, certification marks, trade dress, logos, trade names, domain names, assumed names and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including source code, object code, diagrams, data and related documentation), (g) all other proprietary rights, (h) all copies and tangible embodiments of the foregoing (in whatever form or medium), (i) licenses, immunities, covenants not to sue and the like relating to the foregoing, and (j) any claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing.

"Knowledge" or **"Known"** shall mean the actual knowledge (without investigation) of the Stockholder, the Company, the Parent or the Buyer, as the case may be.

"Law" means any constitutional provision, statute or other law, rule, regulation, or interpretation of any Governmental Entity and any Order.

"Loss" means any action, cost, damage, disbursement, expense, liability, loss, deficiency, diminution in value, obligation, penalty or settlement of any kind or nature, whether foreseeable or unforeseeable, including but not limited to, interest or other carrying costs, penalties, legal, accounting and other professional fees and expenses incurred in the investigation, collection, prosecution and defense of claims and amounts paid in settlement, that may be imposed on or otherwise incurred or suffered by the specified Person.

"Material Adverse Effect" means, with respect to any Person, (i) a material adverse effect on the condition (financial or otherwise), business, prospects, assets, liabilities, or results of operations of such Person; or (ii) a material adverse effect on the ability of such Person to consummate the transactions contemplated by this Agreement.

"Merger" has the meaning set forth in Section 2.1.

"Merger Consideration" has the meaning set forth in Section 2.5.

"NRS" means the Nevada Revised Statutes.

"Non-Escrow Shares" has the meaning set forth in Section 2.10.

"Order" means any decree, injunction, judgment, order, ruling, assessment or writ of any Governmental Entity.

"Parent" has the meaning set forth in the preamble to this Agreement.

"Parent Indemnified Party" has the meaning set forth in Section 8.1.

"Parent Indemnifying Party" has the meaning set forth in Section 8.2.

"Parent Shares" shall mean shares of Common Stock and all shares of Parent Series C Convertible Stock, par value $0.001 per share, delivered to the stockholders of the Company as part of the Merger Consideration.

"Parent Series C Certificate of Designation" has the meaning set forth in Section 2.5.

"**Parent Series C Preferred Stock**" means the 0% Series C Convertible Preferred Stock, par value $0.001 per share, of the Parent as shall be set forth in a certificate of designation filed by the Company with the Secretary of State of the State of Nevada on or prior to the Effective Date, substantially in the form of *Exhibit A* annexed hereto.

"Person" means an association, a corporation, an individual, a partnership, a limited liability company, a trust or any other entity or organization, including a Governmental Entity.

"Pre-Closing Tax Returns" has the meaning set forth in Section 7.2.

"Preferred Consideration" has the meaning set forth in in Section 2.5.

"**Preferred Escrow Shares**" has the meaning set forth in Section 2.7.

"**Preferred Share**" and "**Preferred Shares**" have the meanings set forth in in Section 2.5.

"**Regulation D**" has the meaning set forth in Section 3.6.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Series A Preferred Stock" means the 0% Series A Convertible Preferred Stock, par value $0.0001 per share, of the Company, of which Twenty Thousand (20,000) shares are outstanding and convertible into Fifty Million (50,000,000) Common Shares.

"Series B Preferred Stock" means the 0% Series B Convertible Preferred Stock, par value $0.0001 per share, of the Company.

"Share" and **"Shares"** has the meaning set forth in Section 2.5 and includes all options, warrants or other securities convertible into Shares.

"Stockholder" has the meaning set forth in the preamble to this Agreement.

"Stockholder Indemnified Party" has the meaning set forth in Section 8.2.

"Stockholder Indemnifying Party" has the meaning set forth in Section 8.1.

"Straddle Period" has the meaning set forth in Section 7.3.

"Surviving Entity" has the meaning set forth in Section 2.1.

"Tax" (and, with correlative meaning, **"Taxes"**) means: (i) any federal, state, local or foreign net income, gross income, gross receipts, windfall profit, severance, property, production, sales, use, license, excise, franchise, escheat, employment, payroll, withholding, alternative or add-on minimum, ad valorem, value added, transfer, stamp, or environmental tax, or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or penalty, addition to tax or additional amount imposed by any governmental authority; and (ii) any liability of the Company for the payment of amounts with respect to payments of a type described in clause (i) as a result of being a member of an affiliated, consolidated, combined or unitary group, or as a result of any obligation of the Company under any Tax Sharing Arrangement or Tax Indemnity Agreement.

"Tax Claim" has the meaning set forth in Section 7.6.

"Tax Indemnity Agreement" means any written or unwritten agreement or arrangement pursuant to which the Company may be required to indemnify or reimburse another party for any liability relating to Taxes.

"Tax Period" has the meaning set forth in Section 3.7

"Tax Return" means any return, report or similar statement required to be filed with respect to any Tax (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax.

"Tax Sharing Arrangement" means any written or unwritten agreement or arrangement for the allocation or payment of Tax liabilities or payment for Tax benefits with respect to a consolidated, combined or unitary Tax Return which includes the Company.

"Threshold" has the meaning set forth in Section 8.1(c).

ARTICLE II
THE MERGER

2.1 The Merger**.** At the Effective Time and upon the terms and subject to the conditions of this Agreement, including the satisfaction of the Conditions Precedent set forth in Section 6.5 herein, and in accordance with the Chapter 92A of the NRS, the Company shall be merged with and into Buyer (the "**Merger**"). Following the Merger, (i) the Company shall continue as the surviving entity (the "**Surviving Entity**") and wholly owned subsidiary of Parent incorporated and domiciled in the State of Nevada and (ii) the separate corporate existence of the Buyer shall cease. Parent, as the sole owner of Buyer, hereby approves the Merger and this Agreement.

2.2 Effective Time**.** Subject to the terms and conditions set forth in this Agreement, on the Closing Date, Articles of Merger, substantially in the form of *Exhibit B* annexed hereto (the "**Articles of Merger**") shall be duly executed and acknowledged by Buyer and the Company and thereafter delivered to the Secretary of State of Nevada for filing. The Merger shall become effective at such time as a properly executed copy of the Articles of Merger are duly filed with the Secretary of State of Nevada, or such later time as Parent and the Stockholder may agree upon and as set forth in the Articles of Merger (the time the Merger becomes effective being referred to herein as the "**Effective Time**").

2.3 Effects of the Merger**.** The Merger shall have the effects set forth in the NRS. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of the Company and Buyer shall vest in the Surviving Entity, and all debts, liabilities and obligations of the Company and Buyer shall become the debts, liabilities and obligations of the Surviving Entity. At the Effective Time, the Surviving Entity shall be incorporated and domiciled in the State of Nevada. The parties agree to cooperate and deliver any further documentation and information as may be required by the Secretary of State of the State of Nevada to cause the Surviving Entity to be domiciled in the State of Nevada at the Effective Time or as soon as thereafter practicable.

2.4 Articles of Incorporation, Bylaws and Directors and Officers **.** The articles of incorporation of the Buyer shall, without further action, be terminated, and the articles of incorporation and bylaws of the Company in effect at the Effective Time shall be the articles of incorporation and bylaws of the Surviving Entity until amended in accordance with applicable Law. The officers and directors of the Company and the Buyer in office immediately prior to the Effective Time shall be the officers and directors of the Surviving Entity effective as of the Effective Time, as set forth on Schedule 2.4 hereto.

2.5 Conversion of Shares. At the Effective Time, by virtue of the Merger (and without any action on the part of Buyer or the Company) the shares of common stock, par value $0.0001 per share of the Company (each, a "**Common Share**" and, collectively, the " **Common Shares**") and the outstanding shares of Series A Preferred Stock and Series B Preferred Stock of the Company (each a "**Preferred Share**" and, collectively, the " **Preferred Shares**" and, together with the Common Shares, the "**Shares**") issued and outstanding immediately prior to the Effective Time shall, collectively, be converted into the right to receive the Common Consideration, or, at the election of any holder of Shares, the Preferred Consideration. The "**Common Consideration**" is the aggregate consideration consisting of shares of Common Stock. The "**Preferred Consideration**" is the aggregate consideration consisting of Parent Series C Preferred Stock, the terms of which are set forth in a certificate of designation to be filed by the Parent with the Secretary of State of the State of Nevada substantially in the form of *Exhibit A,* annexed hereto (the " **Parent Series C Certificate of Designation** "). The Preferred Consideration, together with the Common Consideration, shall hereinafter be referred to as the **"Company Stockholder Consideration"** and, together with the Management Consideration (as defined below), the "**Merger Consideration**"). The Company Stockholder Consideration shall be allocated as follows and is being presented in terms of Common Stock on an "as converted" basis but may be issued in the form of Parent Series C Preferred Stock pursuant to this Section 2.5:

(a) Holders of Common Shares of the Company not addressed in 2.5(b)-(f) below shall exchange their respective Common Shares for the Management Consideration set forth in Section 2.6 below;

(b) Sixty Million (60,000,000) shares of Common Stock shall be issued to the holders of Series A Preferred Stock;

(c) Five Million Six Hundred Thousand One Hundred and Fifty (5,600,150) shares of Common Stock shall be issued to the holders of Series B Preferred Stock;

(d) Up to Forty Five Million Four Hundred and Fifty Four Thousand Five Hundred and Forty Five (45,454,545) shares of Common Stock shall be issued to holders (the "**Company Laidlaw Investors**") of Common Shares issued in connection with the Company's private placement of up to Ten Million ($10,000,000) Dollars of the Company's securities (the "**Company Financing**") pursuant to which Laidlaw & Company (UK), Ltd. (" **Laidlaw**") served as placement agent, based on a 1:1 ratio with each Common Share of the Company held by a Company Laidlaw Investor entitled to receive one share of Common Stock. For the avoidance of doubt, less than 45,454,545 shares of Common Stock may be issued to the Company Laidlaw Investors pursuant to this section (i) in the event less than $10,000,000 is raised in the Company Financing, and (ii) depending upon the final per share pricing in the Company Financing. The parties agree that the ultimate per share price for the Company Financing must be mutually agreed to by the Boards of Directors of the Parent and the Company;

(e) A minimum of Four Million (4,000,000) shares and a maximum of Seven Million (7,000,000) shares of Common Stock shall be issued to Laidlaw based on the gross proceeds received by the Company in the Company Financing, calculated on a share for dollar basis. By way of example, if the Company receives $5 million in gross proceeds in the Company Financing, Laidlaw shall receive Five Million (5,000,000) shares of Common Stock. Notwithstanding the foregoing, provided the Company receives at least $6 million in gross proceeds from the Company Financing, Laidlaw shall be entitled to receive Seven Million (7,000,000) shares of Common Stock. Additionally, Laidlaw shall be issued warrants (the "**Laidlaw Warrants**") to purchase shares of Common Stock, in such form and with such terms and pricing as shall be mutually agreed upon between the Company and Parent prior to Closing. The number of shares of Common Stock into which the Laidlaw Warrants to be issued will be exercisable shall equal 7.5% of the total dollar amount raised in the Company Financing; and

(f) Five Million Five Hundred and Fifty Thousand (5,550,000) shares of Common Stock shall be issued to the holders of Common Shares of the Company issued in connection with the closing of the Keystone Acquisition (each, a "**Keystone Holder**") the receipt of which shall be conditioned on the receipt of a Lockup Agreement (as defined below) from each Keystone Holder.

The Company Stockholder Consideration, in the aggregate and on an "as converted" basis, shall not exceed One Hundred and Twenty Three Million, Six Hundred and Four Thousand Six Hundred and Ninety Five (123,604,695) shares of Common Stock and Laidlaw Warrants to purchase up to Seven Hundred and Fifty Thousand (750,000) shares of Common Stock.

2.6 Management Consideration. At the Effective Time, the officers and consultants of the Company set forth on *Schedule 2.6*, hereto, shall be issued Four Million Nine Hundred and Fifty Thousand (4,950,000) shares of Common Stock, in such amounts as are set forth on *Schedule 2.6* (the "**Management Shares**") pursuant to Parent's Equity Incentive Plan. The issuance of the Management Shares shall be subject to the execution by such officer or consultant of a two year lockup agreement, the form of which is attached hereto as *Exhibit C* (the "**Lockup Agreement**").

2.7 Exchange of Shares for Merger Consideration**.** At the Effective Time, the Shares issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each certificate previously evidencing any such Shares (the "**Certificates**") shall thereafter represent the right to receive only the Merger Consideration.

2.8 Buyer Common Stock**.** Each share of Buyer common stock, par value $0.001 per share, held by Parent immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the Parent, be converted into the right to receive one (1) share of common stock of the Surviving Entity.

2.9 Delivery of Certificates

(a) Delivery. At the Closing, the Parent shall deliver the Merger Consideration pursuant to Section 2.5 and Section 2.6. Upon delivery of the Merger Consideration, any certificates or book entry records of the Shares shall forthwith be cancelled.

(b) No Further Transfers. The Merger Consideration paid upon the cancellation of Shares in accordance with the terms hereof shall be deemed to have been paid in full satisfaction of all rights pertaining to such Shares. From and after the Effective Time, there shall be no further registration of transfers on the transfer books of the Surviving Entity of the Shares that were outstanding immediately prior to the Effective Time.

(c) Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent, the posting by such person of a bond in such reasonable amount as Parent may direct as indemnity against any claim that may be made against it with respect to such Certificate, Parent shall deliver in exchange for such lost, stolen or destroyed Certificate the applicable Merger Consideration with respect thereto.

2.10 Escrow. At the Effective Time, in accordance with the terms of an escrow agreement (the "**Escrow Agreement**"), substantially in the form of *Exhibit D* annexed hereto, Parent shall deliver (i) to the Escrow Agent, Merger Consideration consisting of fifteen percent (15%) of the total number of shares of capital stock of the Company constituting the Company Stockholder Consideration, which shall be deposited into escrow from the Company Stockholder Consideration issuable to the Stockholder in shares of Parent Series C Preferred Stock (the "**Escrow Shares**"); and (ii) to the stockholders of the Company, the remaining Merger Consideration (the " **Non-Escrow Shares**"). The Escrow Shares shall be available to secure any claims that may arise with respect to the representations, warranties, covenants or indemnification obligations of the Stockholder and the Company pursuant to this Agreement during the escrow period ("**Escrow Period**") of twelve (12) months following the Closing Date. In addition, to the extent the Parent or the Company obtains a new preliminary economic report

of the Copper King Project (the "**New Report**") during the Escrow Period, and the New Report shows a lower economic value for the Copper King Project then that economic value shown in that certain preliminary economic report on the Copper King Project dated August 24, 2012 and undertaken by Mine Development Associates (the "MDA Report"), then the Escrow Shares shall serve to reimburse the Parent for such decline in value, by the forfeiture of such shares, in accordance with the valuation of such Escrow Shares set forth in the Escrow Agreement. In no event shall the indemnification obligations of the Stockholder under this Agreement exceed the Escrow Shares. The Escrow Shares shall not be available for sale, transfer or other disposition by the Stockholder during the Escrow Period.

2.11 The Closing**.** Upon the terms and subject to the conditions of this Agreement, the transactions contemplated by this Agreement shall take place at a closing (the "**Closing**") to be held at the offices of Sichenzia Ross Friedman Ference LLP, at such other place or at such other time or on such other date as the Stockholder, the Company, Buyer and Parent may mutually agree upon in writing, provided that all conditions to closing have been satisfied and closing deliveries required of the parties in this Article II have been delivered (the day on which the Closing takes place being the "**Closing Date**"). The Closing may, with the consent of all parties, take place by delivering an exchange of documents by facsimile transmission or electronic mail with originals to follow by overnight mail service courier.

2.12 Closing Deliveries by the Stockholder and the Company **.** At the Closing, against delivery of, among other things, the Merger Consideration, the Stockholder shall deliver or cause to be delivered to Parent:

(a) the Certificates, if such Shares were issued in certificated form, in accordance with Section 2.9;

(b) Accredited Investor Questionnaires from all holders of Shares;

(c) All minute books, seals and other records of the Company provided that such minute books, seals and other records shall not be required to be received by Parent prior to the Closing;

(d) Certificates of the Secretary of State and the taxing authorities of the State of Nevada and the State of Wyoming dated not more than five (5) business days prior to the Closing Date, attesting to the incorporation and foreign qualification, respectively, and good standing of the Company as a corporation in its jurisdiction of incorporation and foreign corporation qualified to do business, and to the payment of all state taxes due and owing thereby;

(e) Copies, certified by the Secretary of State of Nevada, of the Articles of Incorporation of the Company, and all amendments thereto;

(f) Copies, certified by the Secretary or Assistant Secretary of the Company as of the Closing Date, of the bylaws of the Company, and all amendments thereto;

(g) a copy, certified as of the Closing Date by the Secretary or Assistant Secretary of Company, of the resolutions of the Board of Directors of the Company authorizing the Company's execution, delivery and performance of this Agreement, the consummation of the transactions contemplated herein, and the taking of all such other corporate action as shall have been required as a condition to, or in connection with the consummation of the contemplated transactions;

(h) the Escrow Agreement, duly executed by the Company and the Stockholder;

(i) the Articles of Merger duly executed by the Company; and

2.13 Closing Deliveries by Parent and Buyer At the Closing, against delivery of, among other things, the Certificates, Buyer and Parent shall deliver to the applicable holder of Shares:

(a) the Non-Escrow Shares;

(b) Certificates of the Secretary of State and the taxing authorities of the State of Nevada dated not more than five (5) business days prior to the Closing Date, attesting to the incorporation and good standing of Parent as a corporation in its jurisdiction of incorporation, and to the payment of all state taxes due and owing thereby;

(c) Copies, certified by the Secretary of State of Nevada of the Articles of Incorporation of the Parent, and all amendments thereto;

(d) a copy, certified as of the Closing Date by the Secretary or Assistant Secretary of Parent, of the bylaws of Parent and all amendments thereto and resolutions of the Board of Directors of Parent authorizing Parent's execution, delivery and performance of this Agreement, the consummation of the transactions contemplated herein, and the taking of all such other corporate action as shall have been required as a condition to, or in connection with the consummation of the contemplated transactions;

(e) Certificates of the Secretary of State and the taxing authorities of the State of Nevada dated not more than five (5) business days prior to the Closing Date, attesting to the incorporation and good standing of Buyer as a corporation in its jurisdiction of incorporation, and to the payment of all state taxes due and owing thereby;

(f) Copies, certified by the Secretary of State of Nevada of the Articles of Incorporation of Buyer, and all amendments thereto;

(g) copy, certified as of the Closing Date by the Secretary or Assistant Secretary of Buyer, of the bylaws of Buyer and all amendments thereto and resolutions of the Board of Directors of Buyer authorizing Buyer's execution, delivery and performance of this Agreement, the consummation of the transactions contemplated herein, and the taking of all such other corporate action as shall have been required as a condition to, or in connection with the consummation of the contemplated transactions;

(h) the Escrow Agreement, duly executed by the Parent and Buyer, as applicable;

(i) the Articles of Merger duly executed by the Parent and Buyer, as applicable;

(j) all approvals required for issuance of the Merger Consideration shall have been obtained including approval of the Parent's stockholders of this Agreement, the consummation of the Merger and the issuance of the Merger Consideration pursuant to NASDAQ Listing Rule 5635 and the approval of the Listing of the Additional Shares Application by The NASDAQ Stock Market relating to the listing and issuance of the Common Consideration and the Management Consideration and the shares of Common Stock issuable upon conversion of the Preferred Consideration (the "**Shareholder and NASDAQ Approvals**"); and

(k) evidence of the resignation of two members from the Board of Directors of the Parent to be determined by the Parent, the Company and the Stockholder and the evidence of appointment of three (3) designees of the Company to the Board of Directors of the Parent, to be effective on the eleventh day following the date on which the Parent meets its information obligations under the Exchange Act, including the filing and mailing of a Schedule 14f-1 related to the foregoing (the "**Schedule 14f-1**").

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF STOCKHOLDER AND THE COMPANY

The Stockholder and the Company hereby each represent and warrant as of the Closing Date to Buyer and Parent as follows:

3.1 Organization and Qualification of the Company .

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada.

(b) The Company has all necessary corporate power and authority over the assets now owned by it. The Company is licensed or qualified to do business in the State of Wyoming. The Stockholder has delivered to Buyer complete and correct copies of the charter and bylaws of the Company as in effect as of the Closing Date.

3.2 Capitalization.

(a) The authorized capital stock of the Company consists of 200,000,000 shares of common stock and 50,000,000 shares of preferred stock. As of the Effective Date, (i) 10,500,000 shares of Common Stock are issued and outstanding, (ii) 20,000 shares of preferred stock are designated as Series A Preferred Stock, convertible into an aggregate of 50,000,000 shares of common stock, and all such 20,000 shares of Series A Preferred Stock are issued and outstanding and (iii) 600,000 shares of preferred stock are designated as Series B Preferred Stock, convertible into an aggregate of 30,000,00shares of common stock, 560,015 of which are issued and outstanding.

(b) Except as set forth in Section 3.2(a), there are no shares of capital stock of the Company issued and outstanding. All of the Shares have been duly authorized and validly issued and are fully paid and non-assessable. None of the Shares were issued in violation of any preemptive rights or are subject to any preemptive rights of any Person. All of the Shares have been issued and granted in all material respects in compliance with applicable securities Laws and other requirements of Law. No legend or other reference to any Encumbrance appears upon any certificate representing the Shares, except for customary legends with respect to transfer restrictions for restricted securities under federal and state securities Laws. The holders of all capital stock of the Company are set forth on Section 3.2(a).

(c) Except as set forth in Section 3.2(a), there are no outstanding options, warrants, agreements, conversion rights, preemptive rights or other rights to subscribe for or purchase from the stockholders of the Company or the Company or any contracts or commitments providing for the issuance of, or the granting of rights to acquire, (i) any capital stock or other ownership interests of the Company, including, but not limited to the Shares; or (ii) any securities convertible into or exchangeable for any such capital stock or other ownership interests. There are no outstanding contractual obligations of any of the stockholders of the Company or the Company to transfer, issue, repurchase, redeem or otherwise acquire any outstanding shares of capital stock or other ownership interests of the Company, including, but not limited to the Shares. The Company neither owns nor has any contract, agreement or understanding to acquire, any equity securities or other securities of any Person or any direct or indirect equity or ownership interest in any other business.

3.3 Stock Ownership by Stockholder. The Stockholder has good title to, and is the sole record and beneficial owners of, the shares of Series A Preferred Stock and the shares of Series A Preferred Stock owned by the Stockholder are free and clear of any and all Encumbrances. The Stockholder is not a party to any voting trusts, stockholders agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the shares of Series A Preferred Stock owned by the Stockholder other than such which will terminate upon the consummation of the transactions contemplated by this Agreement.

3.4 Authorization; Enforceability. The execution, delivery and performance of this Agreement by the Stockholder and the Company and the consummation by the Stockholder and the Company of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of the Stockholder and the Company, respectively. This Agreement has been duly executed and delivered by the Stockholder and the Company, and assuming due authorization, execution and delivery by Buyer and Parent, this Agreement constitutes a valid and binding obligation of the Stockholder and the Company enforceable against the Stockholder and the Company in accordance with its terms, except to the extent that the enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws, or by equitable principles relating to the rights of creditors generally.

3 . 5 No Conflict; Governmental Consents. The execution, delivery and performance of this Agreement by the Stockholder and the Company do not and will not (i) violate, conflict with or result in the breach of any provision of the charter, articles of organization, bylaws or operating agreement of the Company or the Stockholder, as applicable, (ii) conflict with or violate in any material respect any Law or Order applicable to the Stockholder or, to the Knowledge of the Stockholder, the Company, or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, or result in the creation of any Encumbrance on any of the shares of Series A Preferred Stock owned by the Stockholder or on any of the other assets or properties of the Stockholder pursuant to, any note, bond, mortgage, indenture, license, permit, lease, sublease or other Contract to which the Stockholder is a party or by which any of the shares of Series A Preferred Stock owned by the Stockholder or any of such other assets or properties is bound or affected, except as would not reasonably be expected to result in a Material Adverse Effect on the Stockholder. The execution, delivery and performance of this Agreement by the Stockholder and, to the Knowledge of the Stockholder, the Company, do not and will not require any Approval or Order of any Governmental Entity.

3 . 6 Additional Stockholder Representations. (a) The Stockholder represents that it is an "accredited investor" as such term is defined in Rule 501 of Regulation D ("**Regulation D**") promulgated under the Securities Act and that the Stockholder is able to bear the economic risk of an investment in the Parent Shares. The Stockholder hereby acknowledges and represents that (i) such Stockholder has knowledge and experience in business and financial matters, prior investment experience, including investment in securities that are non-listed, unregistered and/or not traded on a national securities exchange or the Stockholder has employed the services of a "purchaser representative" (as defined in Rule 501 of Regulation D), attorney and/or accountant to read all of the documents furnished or made available by the Parent to the Stockholder to evaluate the merits and risks of such an investment on the Stockholder's behalf; (ii) the Stockholder recognizes the highly speculative nature of this investment; and (iii) the Stockholder is able to bear the economic risk that the Stockholder hereby assumes.

(b) The Stockholder understands that the Parent Shares have not been registered under the Securities Act by reason of a claimed exemption under the provisions of the Securities Act that depends, in part, upon such Stockholder's investment intention. In connection with the foregoing, the Stockholder hereby represents that the Stockholder is purchasing the Parent Shares for the Stockholder's own account for investment and not with a view toward the resale or distribution to others. The Stockholder, if an entity, further represents that it was not formed for the purpose of purchasing the Parent Shares. The Stockholder understands and hereby acknowledges that the Company is under no obligation to register any of the Parent Shares under the Securities Act or any state securities or "blue sky" laws.

(c) The Stockholder and the Company on behalf of each other stockholder of the Company, consents to the placement of a legend on any certificate or other document evidencing the Parent Shares that such Parent Shares have not been registered under the Securities Act or any state securities or "blue sky" laws and setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement. The Stockholder and the Company are aware that the Parent will make a notation in its appropriate records with respect to the restrictions on the transferability of such Parent Shares. The legend to be placed on each certificate shall be in form substantially similar to the following:

"[NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN][THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN] REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES

3 . 7 Taxes. During the period beginning on the date of inception through and including the Closing Date (such period, the "**Tax Period**"):

(a) All Tax Returns required to be filed by or with respect to the Company in respect of the Tax Period have been timely filed, and, to the Knowledge of the Stockholder, all such Tax Returns are complete and correct in all material respects. The Company has paid (or there has been paid on its behalf) all Taxes, whether shown on any Tax Returns, that are due from or with respect to it for the periods covered by such Tax Returns and have made all required estimated payments of Tax sufficient to avoid any penalties for underpayment.

(b) To the Knowledge of the Stockholder, no claim has been made, in respect to the Tax Period, by an authority in a jurisdiction where the Company does not file a Tax Return that the Company may be subject to taxation in that jurisdiction and no basis exists for any such claim. There is no proposed assessment and no audit, examination, suit, investigation or similar proceeding pending or to the Knowledge of the Stockholder, proposed or threatened with respect to Taxes of the Company for the Tax Period and, to the Knowledge of the Stockholder, no basis exists therefor.

3.8 Litigation; Compliance with Laws.

(a) To the Knowledge of the Stockholder, there is no Action pending or threatened against or affecting any of the Company or its respective assets.

(b) Neither the Stockholder nor the Company are (i) in violation of any applicable Law or (ii) subject to or in default with respect to any Order to which any of them, or any of their respective properties or assets (owned or used), is subject. To the Knowledge of the Stockholder, the Company, since inception, has been in compliance with each Law that is or was applicable to it or use of any of its assets, except as would not reasonably be expected to result in a Material Adverse Effect on the Company.

(c) Neither the Stockholder nor, to the Knowledge of the Stockholder, the Company, has received either in its own capacity or as a representative of the Company, since inception, any notice or other communication (whether oral or written) from any Governmental Entity or any other Person regarding (i) any actual, alleged, possible, or potential violation of, or failure to comply with, any Law or (ii) any actual, alleged, possible, or potential obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action of any nature, except as would not reasonably be expected to result in a Material Adverse Effect on the Company.

3.9 No Brokers or Finders. No agent, broker, finder, or investment or commercial banker, or other Person or firm engaged by or acting on behalf of the Stockholder, the Company, or any of their respective Affiliates, in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement, is or will be entitled to any brokerage or finder's or similar fee or other commission as a result of this Agreement or such transactions.

3.10 Mining Law Compliance. To the Knowledge of the Stockholder, the Company (and its subsidiaries) is compliant with applicable state and federal mining statutes, including the General Mining Law of 1872, as amended, the Nevada Revised Statutes and the Wyoming Statutes. The Company represents and warrants that: (1) the unpatented mining claims which are a part of the Properties have been located and appropriate record made thereof in compliance with the laws of the United States and the laws of the State of Nevada, (2) the claim maintenance fees have been paid for the year beginning on September 1 prior to the effective date of this Agreement and appropriate record made thereof; (3) there is no claim of adverse mineral rights affecting the Properties, (4) subject to the paramount interest of the United States, the Company controls the full undivided possessory title to the unpatented mining claims which are a part of the Properties, and (5) the Company's possessory right to the unpatented mining claims which are a part of the Properties is free and clear of all liens and encumbrances.

3.11 Intellectual Property Rights. To the Knowledge of the Stockholder, the Company does not own or have the rights to any Intellectual Property.

3.12 Environmental Matters.

(a) To the Company's Knowledge, the Company is operating the Properties in material compliance with all applicable Environmental Laws;

(b) The Company has not, and, to Company's Knowledge, no other person has, used, stored, disposed of, released or managed (whether by act or omission) any Hazardous Substances in a manner that could reasonably be expected to result in the owner or operator of the Properties incurring any material liability or expense;

(c) The Company has not received any written notice from any governmental body that the Company is in violation of any Environmental Law in connection with its operation of the Properties; and

(d) The Company is not subject to any pending or, to the Company's Knowledge, threatened Action in connection with the Properties involving a demand for damages, injunctive relief, penalties or other potential liability with respect to a violation of any Environmental Law or release of any Hazardous Substance.

3.13 Mine Safety Disclosures. The Company represents and warrants that it has not received any citations, orders, or notices from the Mine Safety and Health Administration or the Federal Mine Safety and Health Review Commission which would, if the Company were a publicly reporting corporation, require disclosure under Item 104 of Regulation S-K.

3.14 Indebtedness and Other Contracts. Except as set forth on Schedule 3.14 annexed hereto, neither the Company nor any of its subsidiaries, (i) has any outstanding Indebtedness (as defined below), (ii) is a party to any contract, agreement or instrument, the violation of which, or default under which, by the other party(ies) to such contract, agreement or instrument could reasonably be expected to result in a Material Adverse Effect, (iii) is in violation of any term of, or in default under, any contract, agreement or instrument relating to any Indebtedness, except where such violations and defaults would not result, individually or in the aggregate, in a Material Adverse Effect, or (iv) is a party to any contract, agreement or instrument relating to any Indebtedness, the performance of which, in the judgment of the Company's officers, has or is expected to have a Material Adverse Effect. For purposes of this Agreement: (x) "**Indebtedness**" of any Person means, without duplication (A) all indebtedness for borrowed money, (B) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (including, without limitation, "capital leases" in accordance with generally accepted accounting principles) (other than trade payables entered into in the ordinary course of business), (C) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (D) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (E) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (F) all monetary obligations under any leasing or similar arrangement which, in connection with generally accepted accounting principles, consistently applied for the periods covered thereby, is classified as a capital lease, (G) all indebtedness referred to in clauses (A) through (F) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, claim, lien, tax, right of first refusal, pledge, charge, security interest or other encumbrance upon or in any property or assets (including accounts and contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness, and (H) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (A) through (G) above; (y) "**Contingent Obligation**" means, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto.

3.15 Disclosure**.** To the Knowledge of the Stockholder all factual information (taken as a whole) heretofore or contemporaneously requested by Parent or Buyer (or their financial advisor) and furnished to Parent or Buyer by or on behalf of Stockholder and the Company or their representatives for purposes of or in connection with this Agreement or the transactions contemplated herein was materially true and accurate on the date as of which such information is dated and the Stockholder does not believe such factual information is materially incomplete in any respect. By way of example, and not as a limitation, Stockholder has no reason to believe the information contained in the MDA Report is not true and correct in all material respects.

ARTICLE IV
INTENTIONALLY OMITTED

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PARENT

Parent and Buyer jointly and severally represent and warrant to the Company and the Stockholder as of the Closing Date and agree as follows:

5.1 Organization and Authority of Parent and Buyer .

(a) Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and the execution, delivery and performance of this Agreement by the Parent and the consummation by Parent of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Parent. The Parent Shares to be issued to the stockholders of the Company as part of the Merger Consideration have been duly authorized by all necessary corporate action on the part of Parent and, upon receipt of the Shares from the stockholders of the Company, if such Shares are certificated, at the Effective Time, will be validly issued, fully paid and non-assessable. This Agreement has been duly executed and delivered by Parent, and assuming due authorization, execution and delivery by the Stockholder, the Company and Buyer, this Agreement constitutes a valid and binding obligation of Parent enforceable against Parent in accordance with its terms, except to the extent that the enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws, or by equitable principles relating to the rights of creditors generally.

(b) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and the execution, delivery and performance of this Agreement by the Buyer and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and assuming due authorization, execution and delivery by the Stockholder, the Company and the Parent, this Agreement constitutes a valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except to the extent that the enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws, or by equitable principles relating to the rights of creditors generally.

(c) Buyer does not own, operate or lease any properties and was created solely for purposes of the transactions contemplated by this Agreement. The Buyer has delivered to the Stockholder and the Company complete and correct copies of the charter and bylaws of the Buyer as in effect as of the Closing Date.

(d) The Parent has good title to, and is the sole record and beneficial owner of, 100% of the issued and outstanding shares of the Buyer and such shares are free and clear of any and all Encumbrances. The Parent is not a party to any voting trusts, stockholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the shares of the Buyer owned by the Parent other than such which will terminate upon the consummation of the transactions contemplated by this Agreement.

5.2 Capitalization.

(a) The authorized capital stock of the Parent consists of 54,000,000 shares of Common Stock and 5,000,000 shares of preferred stock. As of the date hereof, after giving effect to the Merger and the consummation of the transactions contemplated hereby, the capitalization of the Parent will be as set forth on Schedule 5.2 hereof. All of the outstanding shares of Common Stock and all of the outstanding shares of Parent's preferred stock have been duly authorized and validly issued and are fully paid and non-assessable. None of the outstanding shares of Common Stock or Parent preferred stock were issued in violation of any preemptive rights or is subject to any preemptive rights of any Person. No legend or other reference to any Encumbrance will appear upon any certificate representing the Merger Consideration, except for customary legends with respect to transfer restrictions for restricted securities under federal and state securities Law.

(b) Except as set forth in the Parent's filings with the SEC, there are no outstanding options, warrants, agreements, conversion rights, preemptive rights or other rights to subscribe for or purchase from the Parent, or any plans, contracts or commitments providing for the issuance of, or the granting of rights to acquire, (i) any capital stock or other ownership interests of the Parent, including, but not limited to the Parent Shares; or (ii) any securities convertible into or exchangeable for any such capital stock or other ownership interests. Except as set forth in the Parent's filings with the SEC, there are no outstanding contractual obligations or plans of the Parent to transfer, issue, repurchase, redeem or otherwise acquire any outstanding shares of capital stock or other ownership interests of the Parent. There are no outstanding bonds, debentures, notes or other indebtedness of Parent having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter on which holders of shares of Parent common stock may vote.

(c) The authorized capital stock of the Buyer consists of Three Thousand (3,000) shares of common stock and no shares of preferred stock. As of the date hereof, there are One Thousand (1,000) shares of common stock outstanding, 100% of which are held by the Parent. All of the shares of Buyer common stock, have been duly authorized and validly issued and are fully paid and non-assessable. None of the outstanding shares of Buyer's common stock, were issued in violation of any preemptive rights or is subject to any preemptive rights of any Person.

(d) There are no outstanding options, warrants, agreements, conversion rights, preemptive rights or other rights to subscribe for or purchase from the Buyer, or any plans, contracts or commitments providing for the issuance of, or the granting of rights to acquire, (i) any capital stock or other ownership interests of the Buyer, including, but not limited to the Buyer shares; or (ii) any securities convertible into or exchangeable for any such capital stock or other ownership interests. There are no outstanding contractual obligations or plans of the Buyer to transfer, issue, repurchase, redeem or otherwise acquire any outstanding shares of capital stock or other ownership interests of the Buyer. There are no outstanding bonds, debentures, notes or other indebtedness of Buyer having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter on which holders of shares of Buyer common stock may vote.

5.3 Litigation; Compliance with Laws.

(a) To the Knowledge of the Buyer, there is no Action pending or threatened against or affecting the Buyer or any of its assets.

(b) Except as set forth in the Parent's filings with the SEC, to its Knowledge, neither the Parent nor the Buyer is in violation of any applicable Law or, to the Knowledge of the Parent or the Buyer, subject to or in default with respect to any Order to which it, or its properties or assets (owned or used), is subject except as would not reasonably be expected to result in a Material Adverse Effect on the Parent or Buyer, as the case may be. To the Knowledge of the Buyer, at all times since inception, Buyer has been in compliance with each Law that is or was applicable to it or to the conduct or operation of its business or the ownership or use of any of its assets, except as would not reasonably be expected to result in a Material Adverse Effect on the Buyer.

(c) To the Knowledge of the Parent and except as may be set forth in the Parent's filings with the SEC, there is no Action pending or threatened against or affecting the Parent or any of its assets.

5 . 4 No Conflict; Governmental Consents (a) The execution, delivery and performance of this Agreement by the Parent and Buyer do not and will not (i) violate, conflict with or result in the breach of any provision of the charter or by-laws of the Parent or Buyer, (ii) conflict with or violate in any material respect any Law or Order applicable to any of the Parent or Buyer, or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, or result in the creation of any Encumbrance on any of the assets or properties of the Parent or Buyer pursuant to, any note, bond, mortgage, indenture, license, permit, lease, sublease or other Contract to which the Parent or Buyer is a party or by which any of its assets or properties is bound or affected, except as would not reasonably be expected to result in a Material Adverse Effect on the Parent or Buyer.

(b) Except for the listing of the Common Consideration, the Management Consideration and the shares of Common Stock issuable upon conversion of the Preferred Consideration with The NASDAQ Capital Market, if required, the execution, delivery and performance of this Agreement by the Parent does not and will not require any Approval or Order of any Governmental Entity.

5.5 SEC Reporting. Parent has filed all forms, reports, statements, certifications and other documents (including all exhibits, amendments and supplements thereto) required to be filed by it with the SEC pursuant to the Exchange Act or other applicable United States federal securities Laws. None of the Parent's subsidiaries is required to file periodic reports with the SEC. To the Parent's Knowledge, no investigation by the SEC with respect to the Parent or any of its subsidiaries is pending or threatened.

5.6 Officer and Directors. To the Parent's Knowledge, none of the officers or directors of Parent or any of its subsidiaries: (i) has been convicted of any felony or misdemeanor or named as a subject of a criminal proceeding within the past ten (10) years (excluding traffic violations and other minor offenses but including in connection with the purchase or sale of any security, involving the making of a false filing with the SEC, or arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, or investment adviser); (ii) is subject to any order, judgment, or decree of any court of competent jurisdiction temporarily or preliminarily enjoining or restraining, or is subject to any order, judgment, or decree of any court of competent jurisdiction, entered within the past five (5) years, permanently enjoining or restraining such person from engaging in or continuing any conduct or practice in connection with the purchase or sale of any security, involving the making of a false filing with the SEC, or arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, or investment adviser; (iii) is subject to an order of the SEC entered pursuant to Sections 15(b), 15B(a), or 15B(c) of the Exchange Act, or Section 203(e) or (f) of the Investment Advisers Act of 1940; (iv) is suspended or expelled from membership in, or suspended or barred from association with a member of, a national securities exchange registered under Section 6 of the Exchange Act or a national securities association registered under Section 15A of the Exchange Act for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade; or (v) is subject to a United States Postal Service false representation order entered under 39 U.S.C. Section 3005 within the past five (5) years or is subject to a restraining order or preliminary injunction entered under 39 U.S.C. Section 3007 with respect to conduct alleged to have violated 39 U.S.C. Section 3005.

5 . 7 No Brokers or Finders. Except as set forth on Schedule 5.7, no agent, broker, finder, or investment or commercial banker, or other Person or firm engaged by or acting on behalf of any of the Parent, the Buyer, or any of their respective Affiliates, in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement, is or will be entitled to any brokerage or finder's or similar fee or other commission as a result of this Agreement or such transactions.

5 . 8 Disclosure**.** To the Knowledge of the Parent and the Buyer all factual information (taken as a whole) heretofore or contemporaneously requested by Stockholder or the Company and furnished to the Stockholder or the Company by or on behalf of the Parent or the Buyer or its representatives for purposes of or in connection with this Agreement or the transactions contemplated herein was materially true and accurate on the date as of which such information is dated and neither the Parent nor the Buyer believes such factual information is materially incomplete in any respect

ARTICLE VI
ADDITIONAL AGREEMENTS

6.1 Assumption of Risk by Parent and Buyer; No Reliance.

(a) Each of Parent and Buyer, on behalf of themselves and their respective officers, directors, stockholders and affiliates hereby acknowledge and agree that: (i) it has had sufficient opportunity to conduct and has conducted a thorough due diligence investigation of the Company and the Properties prior to the date hereof; (ii) the representations and warranties set forth in Article III are, subject to the limited recourse set forth in Articles VII and VIII, for informational purposes only, and, except as set forth in Articles VII and VIII, shall not give rise to any Claim in any manner (including, without limitation, breach of contract); and (iii) it is sophisticated in business transactions of the nature contemplated by this Agreement and understands the risks of engaging in a such a transaction with limited representations and warranties made by the Stockholder and limited recourse for breach thereof.

(b) Each of Parent and Buyer, on behalf of themselves and their respective officers, directors, stockholders and affiliates, hereby acknowledge and agree that (i) neither the Company nor the Stockholder or their respective Affiliates or representatives has made or makes any representation or warranty, express or implied, relating to the Company or the Properties or assets or otherwise except for those representations and warranties expressly set forth in Article III and (ii) no Person has been authorized by the Stockholder to make any representation or warranty relating to the Company or its assets or otherwise in connection with the Merger, and if made, such statement must not be relied upon as having been authorized by the Company or the Stockholder.

6.2 **Notices and Consents**. Each of the Stockholder and Parent agree that, in the event any Approval necessary to preserve the Company's assets (including the Properties) is not obtained prior to the Closing, the Stockholder will, subsequent to the Closing, on the reasonable request of Parent and at Parent's sole cost and expense, cooperate with the Surviving Entity and Parent in attempting to obtain such Approval as promptly thereafter as practicable.

6.3 Taking of Necessary Action; Further Action **.** If, at any time after the Closing Date, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Entity with full right, title and possession to all assets (including the Properties), property, rights, privileges, powers and franchises of the Company, the officers and directors of the Surviving Entity are fully authorized in the name of the Surviving Entity or otherwise to take and will take, all such actions at Parent's expense.

6.4 **Stockholder's Obligation to Close .** The Stockholder's obligation to close the transaction set forth in this Agreement is expressly made subject to the satisfaction of the following conditions:

(a) Parent shall have obtained the requisite shareholder approval for the issuance of the Merger Consideration and the consummation of the Merger; and

(b) Receipt by stockholders of the Company of the Non-Escrow Shares and receipt by the Escrow Agent of the Escrow Shares.

6.5 Conditions Precedent. The Closing of the Merger and related transactions or actions contemplated by this Agreement are expressly subject to and contingent upon the satisfaction of the following conditions precedent (the "Conditions Precedent"):

(a) Parent shall have obtained Stockholder and NASDAQ Approval;

(b) Parent shall have received approval from the NASDAQ Capital Market of an additional listing application covering the Merger Consideration, if required;

(c) the filing by the Parent of the Schedule 14f-1;

(d) the Company shall have closed the Keystone Acquisition;

(e) the Company shall have closed the Company Financing and received at least Three Million Dollars ($3,000,000) in net proceeds from the sale of its securities;

(f) delivery of a fairness opinion issued to Parent relating to the Company, the Properties and the Merger Consideration in customary form;

(g) Parent shall have obtained the requisite approval of holders of its voting capital to increase the number of authorized shares of its Common Stock to Two Hundred Million (200,000,000) shares from Fifty Four Million (54,000,000) shares;

(h) Immediately preceding the Closing Date, the Parent shall not have more than 12,141,327 shares of Common Stock outstanding on a fully diluted basis;

(i) The representations and warranties of the Company and the Stockholder contained in this Agreement shall have been true and correct in all material respects on the date of this Agreement (except whether such representations are qualified by material or material adverse effect, which shall be true and correct in all respects) and shall be true and correct as of the Closing Date as if made on the Closing Date and the Company and the Stockholder shall have performed, satisfied and complied in all respects with the covenants, agreements and conditions required to be performed, satisfied or complied with by the Company and the Stockholder in connection with the consummation of the transactions contemplated by this Agreement at or prior to the Closing Date and the Company shall deliver a certificate, executed by its Chief Executive Officer, dated as of the Closing Date, certifying that the foregoing is true; and

(j) The Board of Directors of Parent shall have declared as a special dividend a right entitling each stockholder as of the Record Date (as defined below) to a proportionate ownership interest, record or beneficial, equal to their ownership interest in the Parent, of the Parent Assets (as defined below) or the proceeds therefrom, as, when and if the Board of Directors of the Parent elects to divest such Parent Assets within eighteen (18) months of the Closing Date. The record date of such special dividend (the "Record Date") will be no less than five (5) business days prior to the Closing Date.

6.6 Further Assurances. Parent, Buyer and the Stockholder shall (and Parent shall cause the Surviving Entity to) provide reasonable cooperation to each other and their professional auditors with respect to any audit, legal or tax inquiries or procedures following the Closing Date including, without limitation, in order to permit Parent to have prepared, at its sole cost and expense, audited financial statements as required for filing with the SEC.

6.7 Legal Representation. Parent and Buyer, on the one hand, and the Company and the Stockholder, on the other hand, hereto acknowledge that they have been represented by independent legal counsel in the preparation of this Agreement. Parent, the Company, the Stockholder and Buyer each hereby explicitly waive any conflict of interest and other allegations that it/they have not been represented by its own counsel.

6.8 Financial Matters. At the Closing Date, all intercompany obligations recorded on the books and records of the Parties, due and owing from the Company to Stockholder, or from Stockholder to the Company shall be cancelled. All bank accounts of the Company shall be maintained and any balances on the date hereof shall be conveyed and transferred to Buyer and the Surviving Entity by virtue of the Merger.

6.9 Company Financial Statements. The Company shall, not later than 20 days after execution of this Agreement, deliver to the Parent its financial statements for the prior two (2) fiscal years (or since inception) audited by a PCAOB firm and unaudited financial statements for any interim period as well as pro forma financial statements of the post-Merger balance sheet of the Parent and the Surviving Entity, on a consolidated basis, and such additional information as is required for the Parent's preliminary proxy statement on Schedule 14A (the "**Proxy Statement**") relating to the approval by the Parent's stockholders of this Agreement, the Merger, the issuance of the Merger Consideration and Management Consideration and the transactions contemplated hereby and thereby and the related Current Reports on Form 8-K required in connection with the Closing of the Merger.

6.10 **Existing Parent Assets.** The Parties acknowledge that it may be in the best interests of both the Parent and its stockholders that the Parent, after Closing of the Merger, divest itself of the existing pre-Merger assets which directly support its memory products and solutions business. These assets include computer memory products, design and engineering services, contract and flexible manufacturing solutions, simulation labs, financial programs, buyback / trade-in / trade-up programs, software tools and solutions, related intellectual property and customer lists. It further includes but is not limited its four business lines and associated brands and trademarks which support and provide complimentary solutions to the market (namely Princeton Memory, Micro Memory Bank (MMB), MemoryStore.com, 18004Memory.com). These are collectively referred to as the "**Parent Assets**". The Parties agree that between the date hereof and the Closing Date they will consider this issue, determine if in fact such a divestiture is in the best interests of the Parent and its stockholders, and review the most effective means of undertaking such a divestiture, taking into account all legal, economic and tax considerations as are appropriate. The parties further agree that in the event of any such divestiture, ownership of the Parent Assets, or the proceeds thereof, will be for the benefit of the stockholder of the Parent prior to consummation of the Merger.

ARTICLE VII
TAX MATTERS

7 . 1 Conveyance Taxes**.** Parent and Buyer shall pay and be solely responsible for any transfer or gains, sales, use, transfer, value added, stock transfer, and stamp taxes, any transfer, recording, registration, and other fees, and any similar Taxes which become payable in connection with the transactions contemplated by this Agreement, and shall file such applications and documents as shall permit any such Tax to be assessed and paid on or prior to the Closing Date in accordance with any available pre-sale filing procedure. Each party hereto shall execute and deliver all instruments and certificates necessary to enable the other party or parties to comply with the foregoing.

7 . 2 Pre-Closing Tax Returns . The Company shall timely prepare and file all Tax Returns of the Company required to be filed by the Company with respect to a period ending on or before the Closing Date (each such Tax Return, a "**Pre-Closing Tax Return** "). Parent and Buyer shall cause the Company to execute and timely file any Pre-Closing Tax Return prepared in accordance with this Section 7.2 that will be filed after the Closing Date. The cost of preparing all Pre-Closing Tax Returns shall be paid by the Company and/or the Stockholder. All such Pre-Closing Tax Returns shall be prepared and filed in a manner consistent with the past practice of the Company unless otherwise required by applicable Law. The Stockholder, the Buyer and the Parent will cooperate in good faith in connection with the exchange of information necessary for the preparation of all Pre-Closing Tax Returns.

7.3 Straddle Period. The Parent and Buyer shall timely prepare or cause to be prepared and file or cause to be filed any Tax Returns of the Company required to be filed by the Company, as the case may be, with respect to a period beginning before the Closing Date and ending after the Closing Date (a "**Straddle Period**") relating to Taxes a portion of which is owed by the Company and the Stockholder with respect to any pre-closing tax period or portion thereof ("**Straddle Period Returns**"). All Straddle Period Returns shall be prepared and filed in a manner consistent with the past practice of the Company unless otherwise required by applicable Law. The Stockholder shall have the right to review and comment on each Straddle Period Return prior to the filing of such return. The Stockholder, Parent and the Buyer agree to consult and resolve in good faith any issues and comments arising as a result of the review of each Straddle Period Return, and mutually to consent to filing as promptly as possible to each Straddle Period Return. The cost of preparing all Straddle Period Returns shall be paid by the Parent or the Buyer.

7.4 Last Day of Taxable Period. If the Company is permitted under any applicable foreign, state or local income tax Law to treat the Closing Date as the last day of a taxable period of the Company, the Stockholder and the Parent and Buyer shall treat (and cause their respective Affiliates to treat) the Closing Date as the last day of such taxable period (*i.e.*, a deemed closing of the books for Tax purposes). For all purposes under this Agreement, in the case of Taxes that are payable with respect to any Straddle Period, the portion of any such Tax that is allocable to the portion of the period ending on the close of the Closing Date shall be, in the case of Taxes that are based upon or related to income or receipts, be equal to the amount which would be payable if the taxable year ended on the Closing Date.

7.5 Tax Cooperation. The Stockholder, the Parent and the Buyer shall, upon written request of the other, (i) each provide the other with such assistance as may be reasonably requested by any of them in connection with the preparation of any Tax Return, audit, or other examination by any taxing authority or judicial or administrative proceedings relating to liability for Taxes or such returns, (ii) each retain and provide the other with any records or other information that may be relevant to such Tax Returns, audit or examination, proceeding, or determination, and (iii) each provide the other with any final determination of any such audit or examination, proceeding, or determination that affects any amount required to be shown on any such Tax Returns. Without limiting the generality of the foregoing, the Buyer and Parent shall retain until the applicable statues of limitations (including any extensions) have expired, copies of all Pre-Closing Tax Returns and Straddle Period Returns, supporting work schedules, and other records or information that may be relevant to such returns, and shall not destroy or otherwise dispose of any such records without first providing the Stockholder with a reasonable opportunity to review and copy the same. Each party shall bear its own expenses in complying with the foregoing provisions.

7.6 Required Notification. The Buyer shall promptly notify the Stockholder in writing upon receipt by the Buyer or any of its Affiliates of notice of any audits, examinations, adjustments or assessments relating to Taxes with respect to any Pre-Closing Tax Returns and any Straddle Period Returns, and with respect to amounts which would be paid by the Stockholder or for which any of the Buyer or its Affiliates may be entitled to receive indemnity under this Agreement (each, a "**Tax Claim**"). The Stockholder, in its sole discretion, may contest such Tax Claim in any permissible forum and shall otherwise have the sole right at their sole expense to direct, control and settle any administrative or judicial proceedings relating to such Tax Claim, provided that (i) the Stockholder notifies the Buyer in writing within twenty (20) days (or if a response to such Tax Claim is required within thirty (30) days and the Internal Revenue Service (or any other applicable state or local tax authority) refuses to grant an extension of at least ten (10) days, fifteen (15) days; provided that the Buyer shall be required to use reasonable efforts to obtain such an extension) of the Buyer's notification of the Stockholder of such Tax Claim of their intent to exercise their right to direct, control, and settle such Tax Claim, (ii) the Buyer shall be entitled to participate at its sole expense in such administrative or judicial proceedings and (iii) to the extent any settlement of any such proceeding is reasonably expected to increase any Tax to the Buyer or its Affiliates in respect of any Tax not indemnified under this Agreement by the Stockholder at the time of such settlement, the Stockholder may not settle any such proceeding without the prior written consent of the Buyer.

ARTICLE VIII
INDEMNIFICATION

8.1 Obligations of Stockholder

(a) Indemnification by Stockholder. Subject to the limitations set forth this Section 8.1 and otherwise in this Article VIII, the Stockholder (the "**Stockholder Indemnifying Party**"), agree to indemnify and hold harmless Parent, the Surviving Entity and their respective directors, officers and Affiliates and their successors and assigns (each a "**Parent Indemnified Party**") from and against any and all Losses of the Parent Indemnified Parties, to the extent directly or indirectly resulting or arising from or based upon:

(i) breach of any representation or warranty set forth in Article III; and

(ii) all Taxes to the extent resulting from or relating to the ownership, management or use of and the operation of the Company prior to and including the Closing Date.

(b) Intentionally Omitted.

(c) Limitations on Liability. The obligations of the Stockholder under this Section 8.1 shall be subject to the following limitations:

(i) The Stockholder shall not have any liability to any Parent Indemnified Party with respect to Losses arising out of any of the matters referred to in Section 8.1(a), until such time as the amount of all such liability shall collectively exceed $10,000 (the "**Threshold**"), whereupon the Losses exceeding the Threshold shall be payable by the Stockholder;

(ii) Parent waives, on behalf of itself and any Parent Indemnified Party, any right to multiply actual damages or recover consequential, indirect, special, punitive or exemplary damages (including, without limitation, damages for lost profits or loss of business opportunity) arising in connection with or with respect to the indemnification provisions hereof or any right to recovery from any source other than the Escrow Shares. For the avoidance of doubt, the Stockholder's indemnification obligation is limited to the Escrow Shares.

(iii) In no event shall the Stockholder's aggregate liability to any Indemnified Party under Section 8.1 exceed the after tax amount of such Claim and all Claims shall be net of any insurance proceeds reasonably expected to be received in respect of Losses subject to such Claim. The Parent Indemnified Parties shall use all reasonable efforts to collect any amounts available under applicable insurance policies with respect to Losses subject to a Claim.

8.2 Obligations of Parent. Parent, Buyer and the Surviving Entity (collectively, the "**Parent Indemnifying Parties**") agree to indemnify and hold harmless the Stockholder and its agents, representatives and Affiliates and its successors and assigns (each, a "**Stockholder Indemnified Party**") from and against any and all Losses of the Stockholder Indemnified Party, directly or indirectly, as a result of, or based upon or arising from:

(a) the ownership, management and operation of the Company and the Surviving Entity after the Closing Date, except (a) to the extent any such Losses are subject to indemnification by the Stockholder pursuant to Section 8.1 or (b) to the extent any such Losses are the result of fraud committed by the Stockholder; and

(b) Buyer shall not have any liability to the Stockholder Indemnified Party with respect to Losses arising out of any of the matters referred to in Section 8.2, until such time as the amount of all such liability shall collectively exceed the Threshold, whereupon the Losses exceeding the Threshold shall be payable by Buyer. Also, in no event shall Buyer's aggregate liability under Section 8.2 exceed the after-tax amount of such Claims.

8.3 Procedure. A Stockholder Indemnified Party or a Parent Indemnified Party (each, an "**Indemnified Party**") shall give the Parent Indemnifying Party or Stockholder Indemnifying Party (each, an "**Indemnifying Party**"), as applicable, notice (a "**Claim Notice**") of any matter which an Indemnified Party has determined has given or could reasonably give rise to a right of indemnification under this Agreement (a "**Claim**"), within forty-five (45) days of such determination; provided, however, that any failure of the Indemnified Party to provide such Claim Notice shall not release the Indemnifying Party from any of its obligations under this Article VIII except to the extent the Indemnifying Party is materially prejudiced by such failure and shall not relieve the Indemnifying Party from any other obligation or liability that it may have to any Indemnified Party otherwise than under this Article VIII except to the extent the Indemnifying Party is materially prejudiced by such failure. Upon receipt of the Claim Notice, the Indemnifying Party shall be entitled to assume and control the defense of such Claim at its expense if it gives notice of its intention to do so to the Indemnified Party within ten (10) Business Days of the receipt of such Claim Notice from the Indemnified Party; provided, however, that (i) Indemnified Party must approve of the selection of legal counsel by Indemnifying Party, which approval shall not be unreasonably withheld, delayed or conditioned and (ii) if there exists or is reasonably likely to exist a conflict of interest that would make it inappropriate in the judgment of the Indemnified Party, in its reasonable discretion, for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its own counsel, in each jurisdiction for which the Indemnified Party determines counsel is required, at the expense of the Indemnifying Party. In the event the Indemnifying Party exercises the right to undertake any such defense against any such Claim as provided above, the Indemnified Party shall cooperate with the Indemnifying

Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party's expense, all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably required by the Indemnifying Party. Similarly, in the event the Indemnified Party is, directly or indirectly, conducting the defense against any such Claim, the Indemnifying Party shall cooperate with the Indemnified Party in such defense and make available to the Indemnified Party, at the Indemnifying Party's expense, all such witnesses, records, materials and information in the Indemnifying Party's possession or under the Indemnifying Party's control relating thereto as is reasonably required by the Indemnified Party. No such Claim may be settled by the Indemnifying Party without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned so long as (a) there is no payment or other consideration required of the Indemnified Party and (b) such settlement does not require or otherwise involve any restrictions on the conduct of Business by the Indemnified Party.

8.4 Survival.

(a) The representations and warranties of the Stockholder and Parent contained in this Agreement, including the Exhibits and the Schedules to this Agreement, shall survive the Closing until the first (1st) anniversary of the Closing Date. An Indemnifying Party is not required to make any indemnification payment hereunder unless a Claim is delivered to the Indemnifying Party on or before 5:00 p.m. ET of the one year anniversary of the Closing Date, except with respect to Claims of fraud committed by the Indemnifying Party.

(b) Any matter as to which a Claim has been asserted by a Claim Notice to the other party that is pending or unresolved at the end of any applicable limitation period shall continue to be covered by this Article VIII notwithstanding any applicable statute of limitations (which the parties hereby waive) until such matter is finally terminated or otherwise resolved by the parties under this Agreement or by a final, nonappealable judgment of a court of competent jurisdiction and any amounts payable hereunder are finally determined and paid.

8.5 Notice by Indemnifying Party. The Indemnifying Party agrees to notify the Indemnified Party of any liabilities, claims or misrepresentations, breaches or other matters covered by this Article VIII upon discovery or receipt of notice thereof (other than such claims from the Indemnified Party).

8.6 Exclusive Remedy. Other than rights to equitable relief, to the extent available under applicable law, each of the parties acknowledges and agrees that the sole and exclusive remedy for any Losses arising from Claims described in Sections 8.1 and 8.2 or any other Claims of every nature arising in any manner in connection with this Agreement, shall be indemnification in accordance with this Article VIII.

8.7 Mitigation. Prior to the resolution of any Claim for indemnification under this Agreement, the Indemnified Party shall utilize all commercially reasonable efforts, consistent with normal past practices and policies and good commercial practice, to mitigate such Losses.

8.8 Consequential and Other Damages. No party shall be liable for any lost profits or consequential, special, punitive, indirect or incidental Losses or damages in connection with this Agreement.

ARTICLE IX
MISCELLANEOUS

9.1 Amendments; Waivers. This Agreement and any schedule or exhibit attached hereto may be amended only by agreement in writing of all parties. No waiver of any provision nor consent to any exception to the terms of this Agreement or any agreement contemplated hereby shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

9.2 Exclusivity. Subject to any fiduciary obligations applicable to its boards of directors, the Company shall not (and shall not cause or permit any of their affiliates to) engage in any discussions or negotiations with any person or take any action that would be inconsistent with this Agreement or the transactions contemplated hereby. The Company shall notify the Parent immediately if any person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

9.3 Intentionally Omitted.

9.4 Schedules; Exhibits; Integration. Each schedule and exhibit delivered pursuant to the terms of this Agreement shall be in writing and shall constitute a part of this Agreement, although schedules need not be attached to each copy of this Agreement. This Agreement, together with such schedules and exhibits, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

9.5 Governing Law This Agreement, the legal relations between the parties and any Action, whether contractual or non-contractual, instituted by any party with respect to any matter arising between the parties, including but not limited to matters arising under or in connection with this Agreement, such as the negotiation, execution, interpretation, coverage, scope, performance, breach, termination, validity, or enforceability of this Agreement, shall be governed by and construed in accordance with the internal laws of the State of New York without reference to principles of conflicts of laws. Subject to the provisions of Section 9.17, the parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of New York and the Federal Courts of the United States of America located within the Eastern or Southern District of New York with respect to any matter arising between the parties, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or thereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties

hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a New York State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in any manner as may be permitted by applicable Law, shall be valid and sufficient service thereof. With respect to any particular action, suit or proceeding arising between the parties, including but not limited to matters arising under or in connection with this Agreement, venue shall lie solely in any New York County or any Federal Court of the United States of America sitting in the Eastern or Southern District of New York.

9.6 No Assignment**.** Neither this Agreement nor any rights or obligations under it are assignable without the express written consent of the Stockholder and Parent.

9.7 Headings**.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

9.8 Counterparts**.** This Agreement and any amendment hereto or any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different parties in separate counterparts. All of such counterparts shall constitute one and the same agreement (or other document) and shall become effective (unless otherwise provided therein) when one or more counterparts have been signed by each party and delivered to the other party.

9.9 Publicity and Reports**.** The Stockholder and Parent shall coordinate all publicity relating to the transactions contemplated by this Agreement and, except as required by Law, no party shall issue any press release, publicity statement or other public notice relating to this Agreement, or the transactions contemplated by this Agreement, without obtaining the prior consent of each of the Stockholder and Parent.

9.10 Parties in Interest**.** This Agreement shall be binding upon and inure to the benefit of each party, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any party to this Agreement.

9.11 Notices**.** Any notice or other communication hereunder must be given in writing and (a) delivered in person, (b) transmitted by facsimile or (c) mailed by certified mail, postage prepaid, return receipt requested as follows:

If to **PARENT** or **BUYER**, addressed to:

DATARAM CORPORATION
777 Alexander Road, Suite 100
Princeton, New Jersey 08540
Attn: Chief Executive Officer

Facsimile: (609) 799-6734

With a copy to:

Sichenzia Ross Friedman Ference LLP
61 Broadway, 32nd Floor
New York, New York 10006
Attn: Harvey Kesner, Esq.

If to **STOCKHOLDER**, addressed to the addresses set forth on the signature page hereto.

If to the **COMPANY**, addressed to:

U.S. GOLD CORP.
P.O. Box 2092
Elko, NV 89803

Attn: Chief Executive Officer

Facsimile:

With a copy to:

Laxague Law, Inc.
1 East Liberty, Suite 600
Reno, Nevada 89501
Attn: Joseph Laxague, Esq.

or to such other address or to such other person as either party shall have last designated by such notice to the other party. Each such notice or other communication shall be effective (i) if given by facsimile, when transmitted to the applicable number so specified in (or pursuant to) this Section 9.11 and an appropriate answerback is received, (ii) if given by mail, three (3) days after such communication is deposited in the mails by certified mail, return receipt requested, with postage prepaid and addressed as aforesaid or (iii) if given by any other means, when actually delivered at such address.

9.12 Remedies; Waiver**.** To the extent permitted by Law, all rights and remedies existing under this Agreement are cumulative to and not exclusive of, any rights or remedies otherwise available under applicable Law. No failure on the part of any party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

9.13 Attorney's Fees**.** In the event of any Action by any party to enforce against another party a right or claim, each party shall pay its own fees, costs and expenses incurred in such Action, and no arbitrator shall have authority to make an award of attorney's fees in contravention of this provision. Attorney's fees incurred in enforcing any final judgment in respect of this Agreement are recoverable as a separate item.

9.14 Severability**.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any Governmental Entity, the remaining provisions of this Agreement to the extent permitted by Law shall remain in full force and effect; provided that the essential terms and conditions of this Agreement for all parties remain valid, binding and enforceable. In event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes hereof. To the extent permitted by Law, the parties hereby to the same extent waive any provision of Law that renders any provision hereof prohibited or unenforceable in any respect.

9.15 Entire Agreement. This Agreement constitutes and includes that entire agreement of the parties with reference to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof. No promise or representation of any kind has been made to any of the parties to this Agreement by any other party or parties to this Agreement or anyone acting for any of such parties, except as is expressly stated in this Agreement.

9.16 Time is of the Essence**.** Time is of the essence in interpreting and enforcing this Agreement.

9.17 Arbitration**.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by binding arbitration administered before one arbitrator by the American Arbitration Association under its Commercial Arbitration Rules in effect on the date of this Agreement (herein the **"AAA Rules"**), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the AAA Rules and shall be a neutral and impartial lawyer with excellent academic and professional credentials (i) who is or has been practicing law for at least fifteen (15) years, specializing in general commercial litigation or general corporate and commercial matters and (ii) who has both training and experience as an arbitrator and is generally available to serve as an arbitrator. The arbitration shall be governed by the arbitration law of the Federal Arbitration Act and shall be held in the City of New York, County of New York.

9.18 **Expenses.** All fees and expenses incurred by any party hereto shall be paid by such party.

9.19 Disclosures. Each exception stated in the Schedules attached hereto shall be deemed to be disclosed under any Section of Article III or Article V specifically identified therein and any other Section or Sections to which such disclosure relates.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

PARENT:

DATARAM CORPORATION

By: /s/ David A. Moylan
Name: David A. Moylan
Title: Chief Executive Officer

BUYER:

DATARAM ACQUISITION SUB, INC.

By: /s/ David A. Moylan
Name: David A. Moylan
Title: Chief Executive Officer

COMPANY:

U.S. GOLD CORP.

By: /s/ David Rector
Name: David Rector
Title: Chief Operating Officer

STOCKHOLDER:

COPPER KING LLC

By: /s/ John Stetson
Name: John Stetson
Title: Managing Member