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**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): October 13, 2017

**U.S. GOLD CORP.**

(Exact name of registrant as specified in its charter)

Nevada  
(State or other jurisdiction  
of incorporation)

1-8266  
(Commission  
File Number)

22-18314-09  
(IRS Employer  
Identification No.)

1910 E. Idaho Street, Suite 102-Box 604, Elko, NV 89801  
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (800) 557-4550

(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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**Item 2.01. Completion of Acquisition or Disposition of Assets.**

On October 13, 2017, U.S. Gold Corp., a Nevada corporation (the “Company”) entered into a stock purchase agreement (the “Purchase Agreement”) with Leading Testing Laboratories, Inc. *dba* LTL Group (the “Purchaser”) pursuant to which it sold 100% of the issued and outstanding common stock of Dataram Memory, its wholly owned subsidiary, to the Purchaser in consideration for a cash payment of Nine Hundred Thousand Dollars (\$900,000).

Global Alliance Securities acted as a financial advisor in the transaction. Net proceeds, after payment of expenses associated with Dataram Memory, will be distributed on a pro rata basis to the Company’s shareholders of record on May 8, 2017, as previously disclosed in the Registration Statement/prospectus on Form S-4 (File No. 333-215385), declared effective by the Securities and Exchange Commission on March 7, 2017 (the “Registration Statement”).

As disclosed in the Registration Statement, the costs of the transaction to be deducted from the purchase price to determine the net proceeds shall include:

1. Sale costs (including applicable legal and accounting fees tied directly to the sale), the Company’s investment banker and broker commissions tied directly to the sale, employee bonuses paid specifically in connection with the sale of the assets;
2. Costs incurred by a third party administrator overseeing / managing the sale of the assets, if any. This shall not include the costs of the Company’s employee’s managing the legacy business;
3. Legacy business employee benefits triggered solely by the sale of the legacy assets, such as employee severance;
4. Debt repayment of the legacy business by the Company, if required as a condition of sale; and
5. Shareholder distribution costs for special dividend.

Net proceeds are estimated to be approximately \$286,500 after deducting costs associated with the legacy Dataram Memory business and the sale thereof including \$142,500 for legal and accounting expenses, \$74,000 for financial advisory fees, \$261,400 for repayment of outstanding indebtedness related to Dataram Memory, \$10,000 for paying agent expenses and \$125,000 reserved for payments to be made in connection with legacy litigation settlement. The Company will update its disclosure regarding the final net proceeds amount as soon as such numbers are available.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

Effective October 17, 2017, Anthony M. Lougee resigned as the Company’s Chief Financial Officer. Mr. Lougee’s resignation was not the result from any disagreement with the Company, any matter related to the Company’s operations, policies or practices, the Company’s management or the Board. Additionally, David Moylan no longer serves in any capacity with the Company or its subsidiaries effective October 31, 2017.

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## **Item 7.01 Regulation FD Disclosure**

The Company has made available a presentation about its business, a copy of which is filed as Exhibit 99.1 to this Current Report on Form 8-K (the “Report”) and is hereby incorporated by reference.

The information contained in the presentation is summary information that should be considered in the context of the Company’s filings with the Securities and Exchange Commission and other public announcements the Company may make by press release or otherwise from time to time. The presentation speaks as of the date of this Report. While the Company may elect to update the presentation in the future to reflect events and circumstances occurring or existing after the date of this Report, the Company specifically disclaims any obligation to do so.

The presentation contains forward-looking statements, and as a result, investors should not place undue reliance on these forward-looking statements.

The information set forth in this Report, including without limitation the presentation, is not deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as may be expressly set forth by specific reference in such a filing.

## **Item 9.01 Financial Statements and Exhibits.**

10.1 [Stock Purchase Agreement dated October 13, 2017](#)

99.1 [U.S. Gold Corp. Presentation October 2017](#)

99.2 [Press Release](#)

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## 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.

**U.S. GOLD, INC.**

Dated: October 19, 2017

*/s/ Edward M. Karr*

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Edward M. Karr  
Chief Executive Officer

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## STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the "Agreement") is made and entered into this 13<sup>th</sup> day of October, 2017 ("Effective Date"), by and between Leading Testing Laboratories, LLC (Doing Business As "LTL Group"), a Texas limited liability company ("Buyer") with its office at 20823 Park Row Dr., Suite 28C, Katy TX 77449, and U.S. Gold Corp. ("Seller"), a Nevada corporation with its address at 1910 E. Idaho Street, Suite 102, Elko, Nevada 89801. Buyer and Seller are collectively referred to herein as the "Parties" or "Party" when referred to individually.

WHEREAS, the Seller is the sole record owners and holder of all of the issued and outstanding shares of the capital stock (hereinafter referred to as "Shares") of Dataram Memory (the "Corporation"), a Nevada corporation with an address at 777 Alexander Rd. Ste. 100, Princeton, NJ 08540.

WHEREAS, the Corporation has issued outstanding 1,000 shares of common stock, owned by Seller, which are 100% of the issued and outstanding shares of capital stock of the Corporation;

WHEREAS, Buyer desires to purchase the Shares from the Seller, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Corporation's Shares aforementioned, it is hereby agreed as follows:

### 1. PURCHASE AND SALE.

(a) Subject to the terms and conditions hereinafter set forth, at the closing, the Seller shall sell, convey, transfer, and deliver to the Buyer the Shares, and the Buyer shall purchase from the Seller the Shares in consideration of the purchase price set forth in this Agreement. The Seller represents and warrants that the certificate representing the Shares shall be duly endorsed and authorized for such transfer. The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at Sichenzia Ross Ference Kesner, LLP, 1185 Sixth Avenue, Suite 3700, New York, NY 10036 on or prior to 11:59 a.m., October 15, 2017 (the "Closing Date"), time being of the essence. Upon Buyer's full payment for the Shares on or before the Closing Date, Buyer shall obtain the full and complete ownership of the Corporation.

(b) As total consideration for the purchase and sale of the Shares, pursuant to this Agreement, the Buyer shall pay to the Seller the sum of Nine Hundred Thousand Dollars (\$900,000.00), such total consideration to be referred to in this Agreement as the "Purchase Price". The Buyer and the Seller agree that the Purchase Prices is based on that as of the Closing Date, the net working capital of the Corporation will be greater than \$250,000 as indicated in Exhibit G; and the Purchase Price shall be reduced by the



difference between the net working capital as of the Closing Date and the \$250,000, provided the net working capital as of the Closing Date is less than \$250,000.

The Purchase Price shall be paid as follows:

- i) First Payment: Buyer and Seller acknowledge payment of a non-refundable \$50,000 earnest money deposit paid by Buyer to the Seller pursuant to the Term Sheet dated September 25, 2017 constitutes part of the payment of the Purchase Price.
- ii) Second Payment: Buyer and Seller acknowledge payment of the \$250,000 to the escrow account as stipulated in the Escrow Agreement dated October 2, 2017 constitutes the part of the payment of the Purchase Price.
- iii) Final Payment: The \$600,000 to be paid by Buyer to the Seller on or before the Closing Date, provided, however, if the Closing Date is after October 15, 2017 as agreed by the Parties in writing after execution of this Agreement, the total purchase price shall be \$1,000,000 and the Final Payment shall be adjusted to \$700,000.

(c) To the extent that the net working capital (as set forth on Exhibit G) is less than \$250,000 on the Closing Date, the foregoing subparagraph (b) provides for adjustment of the Purchase Price; and in the event that such net working capital is less than \$250,000 on the Closing Date, Seller shall be responsible for payment of: (1) the salaries and benefits to employees for their services on and prior to the Closing Date; and (2) the fees of contractors and service providers for their services and products for all periods on and prior to the Closing Date, provided, however, that the sum of (A) all such required payments and (B) the actual amount of net working capital on the Closing Date, shall not exceed \$250,000 in total.

## 2. REPRESENTATIONS AND WARRANTIES.

**REPRESENTATIONS AND WARRANTIES OF THE SELLER.** SELLER HEREBY MAKES THE FOLLOWING REPRESENTATIONS AND WARRANTIES TO THE BUYER (EACH OF THE REPRESENTATIONS AND WARRANTIES HEREIN IS QUALIFIED IN ITS ENTIRETY BY THE INFORMATION AND DISCLOSURES CONTAINED IN THE FILINGS AND REPORTS MADE BY THE SELLER PRIOR TO THE CLOSING DATE WITH THE SECURITIES AND EXCHANGE COMMISSION);

(a) Seller is a company duly organized, validly existing and in good standing under the laws of the State of Nevada, and is duly qualified to do business as a foreign corporation in the states of Pennsylvania and New Jersey and has the corporate power and authority to sell the Shares pursuant to this Agreement.

(b) Seller owns the Shares free and clear of all any and all liens, claims, encumbrances, preemptive rights, right of first refusal and adverse interests of any kind.



(c) Seller has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and otherwise to carry out Seller's obligations hereunder. No consent, approval or agreement of any individual or entity is required to be obtained by the Seller in connection with the execution and performance by the Seller of this Agreement or the execution and performance by the Seller of any agreements, instruments or other obligations entered into in connection with this Agreement. Neither the Seller nor the Corporation is a party to any agreement, written or oral, creating rights in respect to the Corporation's Shares in any third person or relating to the voting of the Corporation's Shares.

(d) This Agreement has been duly executed and delivered by the Seller. This Agreement constitutes, or shall constitute when executed and delivered, a valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by other equitable principles of general application.

(e) There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any agency, court or tribunal, foreign or domestic, or, to the Seller's knowledge, threatened against the Seller or any of Seller's properties, that if unfavorably determined, would have a material adverse effect on the business or operations of the Corporation. There is no judgment, decree or order against the Seller that could prevent, enjoin, alter or delay any of the transactions contemplated by this Agreement.

(f) There are no material claims, actions, suits, proceedings, inquiries, labor disputes or investigations pending or, to the Seller's knowledge, threatened against the Seller or any of its assets, at law or in equity or by or before any governmental entity or in arbitration or mediation. No bankruptcy, receivership or debtor relief proceedings are pending or, to the Seller's knowledge, threatened against the Seller and/or the Corporation.

(g) No person is entitled to receive a finder's fee from Seller in connection with this Agreement as a result of any action taken by the Buyer or Seller pursuant to this Agreement, and Seller agrees to indemnify and hold harmless Buyer, its officers, directors and affiliates, in the event of a breach of the representation and warranty herein this Agreement. The representation and warranty herein this Agreement survive the Closing.

(h) To the best of its knowledge the material service contracts, insurance policies, purchase orders, and other on-going agreements and arrangements related to the operation of the Corporation will continue to remain valid and enforceable despite the change of ownership of the Corporation, except as otherwise set forth in any such agreement(s) that have been provided to Buyer or reviewed prior to the Closing Date.



(i) Seller has provided the Buyer with accurate, adequate and complete information and documents listed in Exhibit A as to the Corporation, its businesses, operations, finances, assets and liabilities, for Buyer to evaluate the value of the Corporation's Shares. Except as expressly disclosed in Exhibit A, to Seller's best knowledge, there has not been and there does not currently exist any condition or event or arrangement, and no condition or event or arrangement is reasonably expected to occur, that would, directly or indirectly, subject the Corporation to any material debts, liability, legal action, claim and government investigation arising out of or in connection with the operation of the Corporation.

(j) The Corporation's Financial Statements fairly present the Corporation's financial position of as of the respective dates thereof and the results of operations and cash flows of the Corporation during the periods covered thereby since October 31, 2016; The Corporation's Financial Statements have been prepared in accordance with Generally Accepted Accounting Principles ("GAAP") applied on a consistent basis throughout the periods covered; The Corporation has filed with the appropriate taxing authorities all tax returns required to be filed by the Corporation and all such tax returns were correct and complete in all material respects and the Corporation has paid all taxes due and payable by it.

(k) The Corporation is, and at all times has been, in material compliance with all applicable laws and regulations applicable to Corporation, other than any laws or regulations that, individually or in the aggregate, would not have a material adverse effect on the business or operations of Corporation, taken as a whole.

(l) Except as expressly set forth on Exhibit B, to Seller's best knowledge, there has not been and there does not currently exist any condition or event or arrangement, and no condition or event or arrangement is reasonably expected to occur, that would subject, directly or indirectly the Corporation to any debts, liability, legal action, claim and government investigation arising out of or in connection with the operation of the Corporation, not previously disclosed to Buyer prior to the Closing Date.

(m) Prior to the Closing Date, Seller will use its best efforts to cause the management of the Corporation to conduct the business of the Corporation in the ordinary course consistent with current practice; Seller will cause the Corporation not to directly or indirectly engage in any material transaction (or in any series of transactions which, when taken together, are material) in respect of the Corporation that is outside the ordinary course of business;

(n) The Corporation has maintained and maintains in full force and effect all material licenses, certificates, and permits for its normal business operations, which, if unavailable, would have a material adverse effect on the business or operations of the Corporation.

(o) Since August 31, 2017, the date for the financial statements presented to the Buyer, until the Closing Date, there is no and shall not have occurred any Material Adverse Effect (as defined below). Material Adverse Effect means any event,



condition, change, occurrence, development, circumstance, effect or state of facts that, individually or in the aggregate: (a) prevents or would reasonable be expected to prevent Seller from consummating the transactions contemplated by this Agreement or performing its obligations under this Agreement, or (b) is or would reasonably be expected to be materially adverse to the assets, liabilities, properties, operations, business, condition (financial or otherwise) or results of operations of the Corporation, taken as whole.

(p) On the Closing Date upon payment of the Purchase Price to Seller by Buyer, Buyer shall acquire 100% of the total outstanding shares in the Corporation and 100% of the voting rights of the outstanding shares in the Corporation.

(q) Exhibit C contains a list of all the material assets of the Corporation; all of the assets including without limitation the equipment, machines, computers, systems, contents, vehicles, tools, parts, objects, and other tangible and intangible properties of the Corporation associated with Corporation's business operation are free and clear of all security interests, liens, encumbrances, and other charges except for such liens, encumbrances, and charges as have previously been disclosed to Buyer; all such assets, inventory and equipment are as is where is and Corporation makes no representation or warranty as to the condition of such assets, inventory and equipment and Buyer has made a complete and thorough due diligence investigation thereof and has determined that all of the assets, inventory and equipment are in good condition, functional and operational and suitable for the purposes of Buyer.

(r) The Corporation owns, is licensed under, or otherwise possesses legally enforceable rights to use all patents, trade secrets, inventions, trademarks, trade names, service marks, trade dress rights, Internet domain names, copyrights, and any applications and registrations therefore, technology, know-how, computer software programs or applications, and tangible or intangible proprietary information or materials that are used in and material to the business of the Corporation, as currently conducted. Exhibit D of this Agreement sets forth all United States patents, patent applications, trademark, service mark and copyright applications and registrations, and Internet domain name registrations owned by the Corporation.

(s) No claims with respect to (1) the right of the Corporation to use or to sell, license or make available to any person any products or services of the Corporation, or any of the patents, patent applications, registered and material unregistered trademarks, trade names, service marks, registered copyrights, and any applications therefore or trade secrets owned by the Corporation (collectively, the "Target Intellectual Property Rights"); or (2) Target Third-Party Intellectual Property Rights, are, to the actual knowledge of the Sellers, currently pending or threatened by any person against the Corporation, that if adversely determined could be material to the Corporation taken as a whole.

(t) Seller warrants and represents that (1) the Corporation has provided all material the information and documents related to the employment relationship and arrangement of all of the employees in the Corporation; and (2) All



employees' employment with the Corporation is at will and the Corporation can terminate the employment with anyone of the employees without cause, without compensation, at any time during such employment, except for those conditions listed in the employment agreements with Nicholas Bukaczyk and Virginia Barnila.

(u) Prior to the Closing Date, The Corporation has assumed the rights and obligations as stated in the Agreement of Conveyance, Transfer and Assignment of Assets and Assumptions of Obligations dated May 16, 2017 without additional terms conditions from any third party; and to the Corporation's knowledge, the Corporation owned by the Buyer after the Closing Date, will continue to successfully assume the rights and obligations as stated in the Agreement of Conveyance, Transfer and Assignment of Assets and Assumptions of Obligations dated May 16, 2017, without additional terms conditions from any third party on and following the Closing Date.

(v) To the extent permitted by applicable laws, the Seller, agrees, not to be involved in, directly or indirectly, any business activities that could compete with the business of the Corporation within three (3) years after the Closing Date in the state of Nevada, Pennsylvania, and New Jersey.

(w) As of September 30, 2017, the Corporation is not party to any litigation.

**3. REPRESENTATIONS AND WARRANTIES OF THE BUYER. BUYER HEREBY MAKES THE FOLLOWING REPRESENTATIONS AND WARRANTIES TO THE SELLER AND CORPORATION:**

(a) Buyer is a company duly organized, validly existing and in good standing under the laws of the State of Texas and has the corporate power and authority to purchase the Shares pursuant to this Agreement.

(b) Buyer has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and otherwise to carry out Buyer's obligations hereunder. No consent, approval or agreement of any individual or entity is required to be obtained by the Buyer in connection with the execution and performance by the Buyer of this Agreement or the execution and performance by the Buyer of any agreements, instruments or other obligations entered into in connection with this Agreement.

(c) This Agreement has been duly executed and delivered by the Buyer. This Agreement constitutes, or shall constitute when executed and delivered, a valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by other equitable principles of general application.



(d) There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any agency, court or tribunal, foreign or domestic, or, to the Buyer's knowledge, threatened against the Buyer or any of Buyer's properties, that if unfavorably determined, would have a material adverse effect on the business or operations of the Buyer. There is no judgment, decree or order against the Buyer that could prevent, enjoin, alter or delay any of the transactions contemplated by this Agreement.

(e) There are no material claims, actions, suits, proceedings, inquiries, labor disputes or investigations pending or, to the Buyer's knowledge, threatened against the Buyer or any of its assets, at law or in equity or by or before any governmental entity or in arbitration or mediation. No bankruptcy, receivership or debtor relief proceedings are pending or, to the Buyer's knowledge, threatened against the Buyer.

(f) No person is entitled to receive a finder's fee from Buyer in connection with this Agreement as a result of any action taken by the Buyer or Seller pursuant to this Agreement, and Buyer agrees to indemnify and hold harmless Seller, its officers, directors and affiliates, in the event of a breach of the representation and warranty. This representation and warranty shall survive the Closing.

#### 4. Conditions for Closing.

Seller and Buyer agree that the Closing must be conditioned upon the occurrence of all the events as follows:

(1) Retention of Employees: None of the material employees identified as such in Exhibit E (exclusive of David Moylan and Anthony Lougee) shall have ceased to be employed by the Corporation, or shall have expressed an intention to terminate his or her employment with the Corporation or to decline to accept employment with the Buyer, prior to the Closing; and not more than 10% of the individuals identified in Exhibit F shall have ceased to be employed by the Corporation or shall have expressed an intention to terminate their employment with the Corporation or to decline to accept employment with the Buyer, prior to the Closing.

(2) Each of the representations and warranties made by Seller in this Agreement shall have been accurate in all respects as of the date of this Agreement, and shall be accurate in all respects as of the Closing Date as if made on the Closing Date.

(3) Seller, and the Corporation shall have performed each of its obligations required to be performed by it under this Agreement.

(4) From the date of this Agreement to the Closing Date, there has not been any material adverse change in the business, financial condition or results of operations of the Corporation, taken as a whole.

#### 5. CLOSING



(i) At Closing, Buyer shall pay the Purchase Price to Seller and Seller shall provide Buyer with:

(a) a duly executed written consent of the shareholder and directors of the Corporation approving the sale of the Shares to the Buyer and the consummation of the transactions contemplated herein;

(b) written resignations of the director(s) of the Corporation existing immediately prior to the Closing;

(c) certificate of good standing of Corporation;

(d) all approvals and consents of the third parties on Seller's sales of Shares to Buyer, if any; and

(e) share certificate(s) evidencing the duly transfer of all the Shares into the name of Buyer.

(ii) At Closing, Seller shall and shall cause the Corporation to, execute all the documents and provide prompt assistance necessary for Buyer to change current signatory representing Corporation in the bank(s) and to appoint Buyer's representative as authorized signatory for Corporation in the bank(s) on the date of Closing.

## **8. MISCELLANEOUS.**

(a) Entire Agreement. This Agreement constitutes the entire agreement of the parties, superseding and terminating any and all prior or contemporaneous oral and written agreements, understandings or letters of intent between or among the parties with respect to the subject matter of this Agreement. No part of this Agreement may be modified or amended, nor may any right be waived, except by a written instrument which expressly refers to this Agreement, states that it is a modification or amendment of this Agreement and is signed by the parties to this Agreement, or, in the case of waiver, by the party granting the waiver. No course of conduct or dealing or trade usage or custom and no course of performance shall be relied on or referred to by any party to contradict, explain or supplement any provision of this Agreement, it being acknowledged by the parties to this Agreement that this Agreement is intended to be, and is, the complete and exclusive statement of the Agreement with respect to its subject matter. Any waiver shall be limited to the express terms thereof and shall not be construed as a waiver of any other provisions or the same provisions at any other time or under any other circumstances.

(b) Severability. If any section, term or provision of this Agreement shall to any extent be held or determined to be invalid or unenforceable, the remaining sections, terms and provisions shall nevertheless continue in full force and effect.

(c) Notices. All notices provided for in this Agreement shall be in writing signed by the party giving such notice, and delivered personally or sent by



overnight courier, mail or messenger against receipt thereof or sent by registered or certified mail, return receipt requested, or by facsimile transmission or similar means of communication if receipt is confirmed or if transmission of such notice is confirmed by mail as provided in this Subsection (c). Notices shall be deemed to have been received on the date of personal delivery or telecopy or attempted delivery.

(d) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to agreements executed and to be performed wholly within such State, without regard to any principles of conflicts of law. By execution and delivery of this Agreement, each of the parties hereby (i) irrevocably consents and agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought in the federal or state courts located in the County of New York in the State of New York; (ii) irrevocably submits to and accepts the jurisdiction of said courts, (iii) waives any defense that such court is not a convenient forum, and (iv) consent to any service of process made either (x) in the manner set forth in Section 8(i) of this Agreement (other than by telecopier), or (y) any other method of service permitted by law.

(e) Waiver of Jury Trial. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF ANY SUIT, ACTION OR PROCEEDING TO ENFORCE THIS AGREEMENT OR ANY OTHER ACTION OR PROCEEDING WHICH MAY ARISE OUT OF OR IN ANY WAY BE CONNECTED WITH THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS.

(f) Parties to Pay Own Expenses. Each of the parties to this Agreement shall be responsible and liable for its own expenses incurred in connection with the preparation of this Agreement, the consummation of the transactions contemplated by this Agreement and related expenses.

(g) Successors. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns; provided, however, that neither party may assign this Agreement or any of its rights under this Agreement without the prior written consent of the other party.

(h) Further Assurances. Each party to this Agreement agrees, without cost or expense to any other party, to deliver or cause to be delivered such other documents and instruments as may be reasonably requested by any other party to this Agreement in order to carry out more fully the provisions of, and to consummate the transaction contemplated by, this Agreement.

(i) Facsimile and Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may also be executed via facsimile, which shall be deemed an original.

(j) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties with the advice of counsel to express their mutual intent, and no rules of strict construction will be applied against any party.

(k) Headings. The headings in the Sections of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

(g) Termination by Mutual Agreement. This Agreement may be terminated at any time by mutual consent of the parties hereto, provided that such consent to terminate is in writing and is signed by all of the parties hereto, provided, however, upon such termination Buyer acknowledges shall not be entitled to return or repayment of the earnest money deposit.

**[The Remainder of this page is Intentionally Left Blank.  
Signature Page Follows.]**

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

**SELLER:**

\_\_\_\_\_  
Edward M. Karr  
President and CEO

\_\_\_\_\_  
Date

**BUYER**

\_\_\_\_\_  
Paul Nie  
President

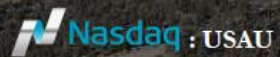
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Date







U.S. focused gold exploration and development company  
advancing high potential projects in Nevada and Wyoming



Autumn 2017

# Forward Looking Statements

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Although U.S. Gold Corp. has attempted to identify important factors that could cause actual results to differ materially, there're other factors that cause results not to be as anticipated, estimated or intended. There can be no assurance that such statements will prove to be accurate as actual results and future events could differ materially from those anticipated in such statements. U.S. Gold Corp. disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, other than as required by applicable law. Accordingly, readers should not place undue reliance on forward-looking statements of U.S. Gold Corp. should be considered highly speculative. The following is a description of U.S. Gold Corp.'s sampling methodology, chain of custody, quality control and quality assurance procedures applicable to the Company's drill results contained in this Presentation, save and except for historical results.



# Cautionary Note to U.S. Investors Concerning Mineral Resources

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We may use certain terms on this website, such as "measured," "indicated," or "inferred" mineral resources, which are defined in Canadian Institute of Metallurgy guidelines, the guidelines widely followed to comply with Canadian National Instrument 43-101-- Standards of Disclosure for Mineral Projects ("NI 43-101"). We advise U.S. investors that these terms are not recognized by the United States Securities and Exchange Commission (the "SEC"). The estimation of measured and indicated resources involves greater uncertainty as to their existence and economic feasibility than the estimation of proven and probable reserves under the SEC's disclosure rules. Under U.S. standards, mineralization may not be classified as a "reserve" unless the determination has been made that the mineralization could be economically and legally produced or extracted at the time the reserve determination is made. Mineral resources that are not mineral reserves do not have demonstrated economic viability. U.S. investors are cautioned not to assume that measured or indicated mineral resources will be converted into reserves. Inferred mineral resources have a high degree of uncertainty as to their existence and their economic and legal feasibility. It cannot be assumed that all or any part of an inferred mineral resource exists, or is economically or legally viable. Under Canadian rules, estimates of "inferred mineral resources" may not form the basis of feasibility studies, pre-feasibility studies or other economic studies, except in prescribed cases, such as in a preliminary economic assessment under certain circumstances. Disclosure of "contained ounces" in a resource is permitted disclosure under Canadian regulations; however, the SEC normally only permits issuers to report mineralization that does not constitute "reserves" by SEC standards as in place tonnage and grade without reference to unit measures.





# U.S. Gold Corp. Overview

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# U.S. Gold Corp. Overview

Advancing high potential projects with the seasoned team to execute

## Exploration Assets

### Keystone / Gold Bar North - NV

- ❖ North Central NV located properties next to some of the biggest mines in North America
- ❖ District-scale opportunity with multiple and major gold deposit discovery characteristics
- ❖ Located on the prolific Cortez Gold Trend, one of the world's most highly-prospective mineral trends
  - 10 miles south of Barrick's Cortez Hills Mine Complex
- ❖ Projects identified and recently consolidated by Nevada exploration Geologist Dave Mathewson, a founder of Gold Standard Ventures who helped discover its Railroad project

## Near Term Production Potential

### Copper King Project – WY\*

- ❖ Advanced Exploration and Development property
- ❖ Mining friendly location in the Silver Crown Mining District of southeast Wyoming
- ❖ Historic NI 43-101 Technical Report and Preliminary Economic Assessment (PEA) prepared by Mine Development Associates in 2012 shows the following resource:
  - 926,000 Measured and Indicated oz Au and 223mm lbs Cu
  - 174,000 Inferred oz Au, 62.5mm lbs Cu
  - \$159.5 million Net Present Value (NPV) at \$1,100/oz Au and \$3.00/lb Cu

\* The estimates contained in the paragraph above are not recognized by the United States Securities and Exchange Commission. See "Cautionary Note to U.S. Investors Concerning Mineral Resources – p3." Amounts shown reflect the estimated in situ resource and do not include adjustments for metal recoveries. The above resource estimate was prepared on behalf of a predecessor owner in 2012 and may not be consistent with an estimate prepared using current metals prices.





# Keystone / Gold Bar North Overview

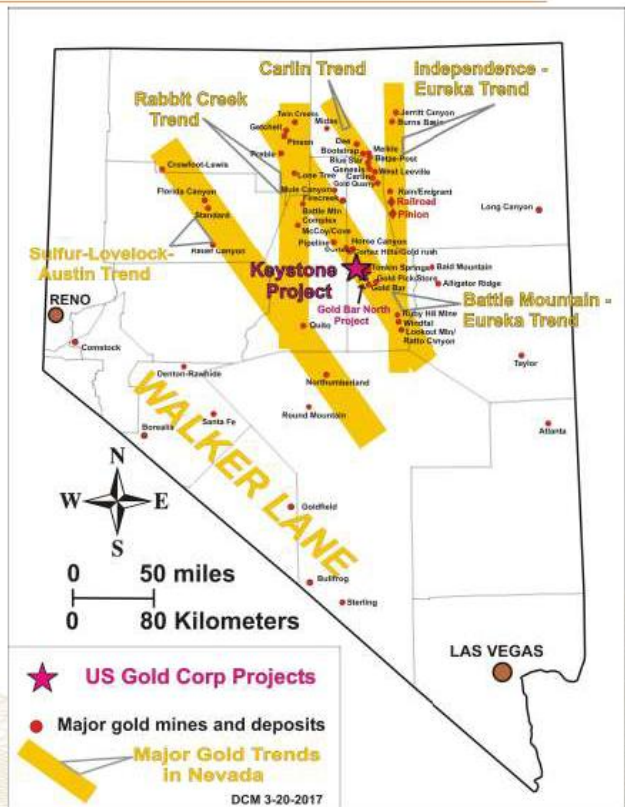
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# Keystone /GBN Location & Overview

- ❖ Keystone Gold District is located in “Nevada Elephant Country” within a large mining and processing infrastructure that includes numerous >20 million ounce gold deposits, and Nevada has produced a total of more than 245 million ounces of gold
- ❖ The project geology is an under-explored Tertiary (34.1+/-0.7 Ma) intrusive-centered, domed, permissive carbonate lower-plate window in heart of Nevada gold country
- ❖ Strong, widespread gold and pathfinder soil and rock geochemistry, especially arsenic and zinc, indicate a very large epithermal gold system is present
- ❖ Systematic modern-day, model-driven exploration has never been conducted on the property
- ❖ A district-wide, 2800 station, detailed gravity survey recently completed and interpreted

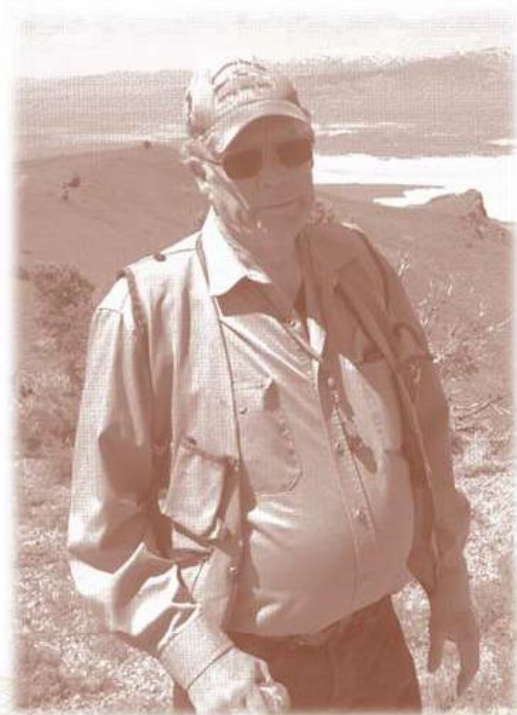




# Keystone – Mathewson's Latest Exploration Target

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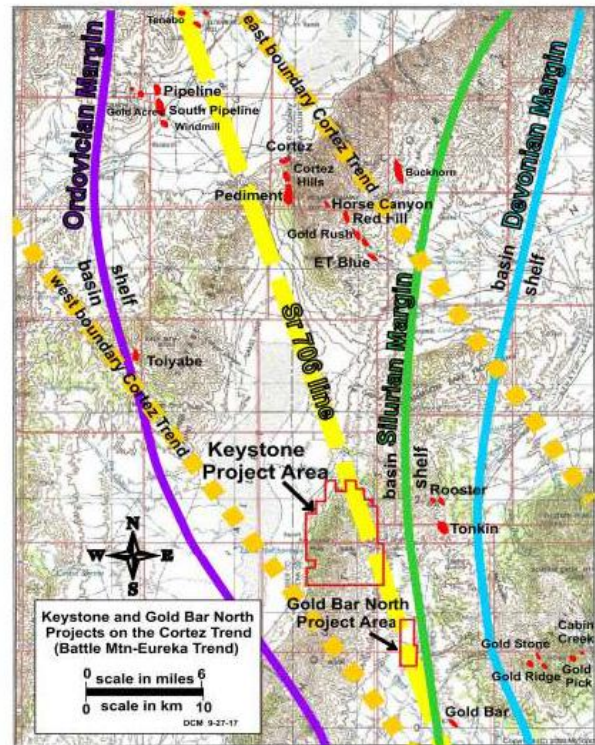
- ❖ Dave Mathewson is a geologist-explorer with a 50 year career and 35 years of exploration experience in Nevada alone
- ❖ Notable discoveries made by Mathewson while Head of Newmont Nevada's Exploration team from 1989 through 2001 include:
  - Tess
  - Northwest Rain
  - Saddle and South Emigrant in the Rain mining district
- ❖ From 1999-2001, Mathewson-led team made important deposit extension discoveries at Newmont's Gold Quarry and Mike deposits
- ❖ Most recently Mathewson's team work at Gold Standard Ventures (GSV) led to the consolidation of the Railroad-Pinion district and the discoveries of the North Bullion, Sylvania, and Bald Mountain deposits



# Keystone / GBN - Cortez Trend Locations

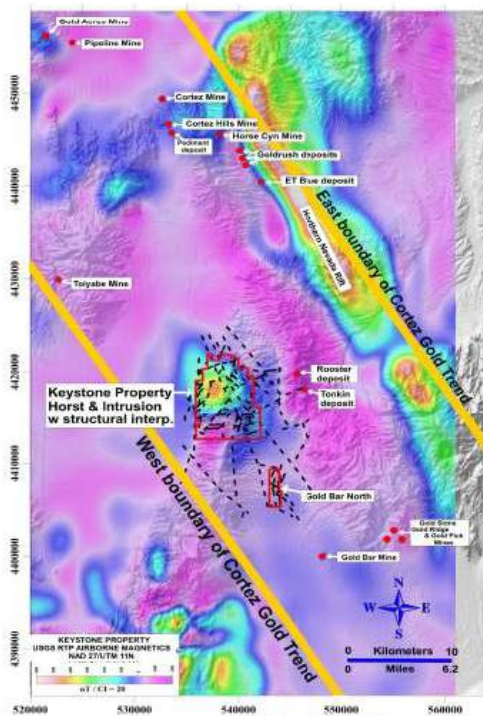
## Prime Nevada Locations In The Heart Of The Famed Cortez Gold Trend

- ❖ The Keystone property position controls the entire district-scale opportunity and comprises approximately 20 square miles (>12,000 acres) of mining claims
- ❖ The NNW-trending Sr .706 line likely represents a major right-lateral crustal suture favorable for development and emplacement of a gold-bearing hydrothermal system and gold deposits
- ❖ The Keystone and Gold Bar North properties occurs along a strong north-northwest trending gravity and magnetics linear that also includes the Gold Bar deposit to the southeast
- ❖ The host rocks at Keystone include Devonian Horse Canyon and Wenban limestone formations, hosts to the Pipeline, Cortez, Cortez Hills, Red Hill, and Goldrush deposits to the north
- ❖ Similar to Barrick's deposits to the north, an evident orthogonally intersecting NNW and ENE structural pattern is expressed at Keystone and Gold Bar North





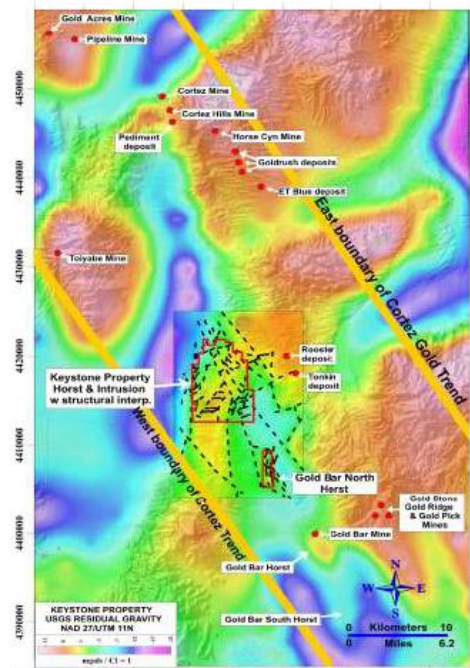
# Keystone / GBN - Cortez Trend Locations



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Keystone Project in context  
of Airborne Magnetics  
and Cortez Gold Trend

DCM  
10-05-2017



**U.S. GOLD**  
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Keystone Project in context  
of USGS Residual and detailed  
Project Gravity and Cortez Gold Trend

DCM  
10-05-2017

**U.S. GOLD**  
CORP

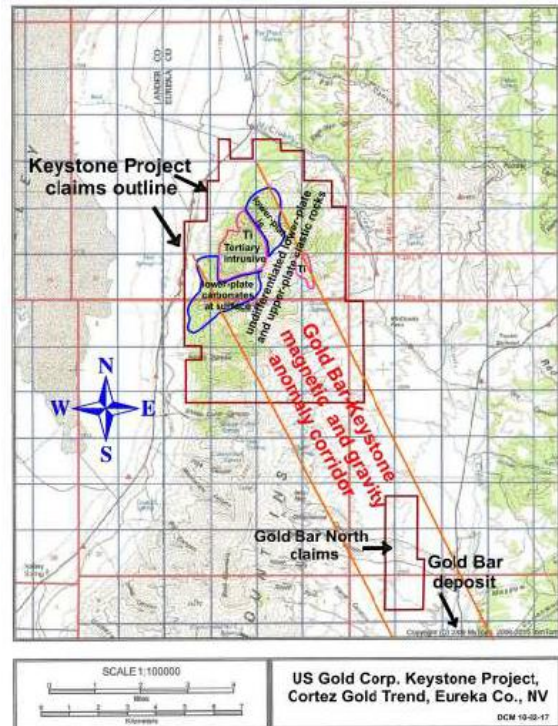
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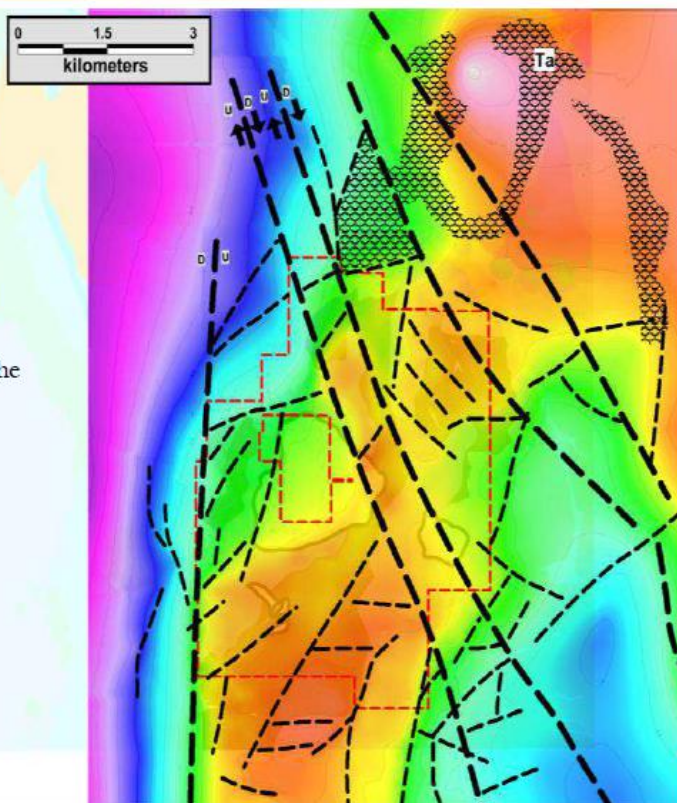
# Keystone Project Highlights

- ❖ Keystone Gold District's initial target is >1 million ounces of gold and Project potential is > 10 million ounces of gold
- ❖ High grade and thick intercepts of gold have been encountered in the generally very shallow historical drilling, examples:
  - K-5A 475-575' 100' 0.015 opt Au
  - WK-81-1 0-60' 60' 0.010 opt Au
  - WK-81-15 100-120' 20' 0.048 opt Au
  - WK-88-2 70-250' 180' 0.015 opt Au
  - WK-88-6 5-25' 20' 0.051 opt Au
  - 89-2/90-1 410-695 285' 0.016 opt Au
- ❖ Target depths at Keystone are indicated to be shallow to moderate depth
- ❖ Data strongly suggest large gold-bearing mineral system with potential for high quality Carlin type gold deposits exists



# Keystone 2016 Field Exploration Update

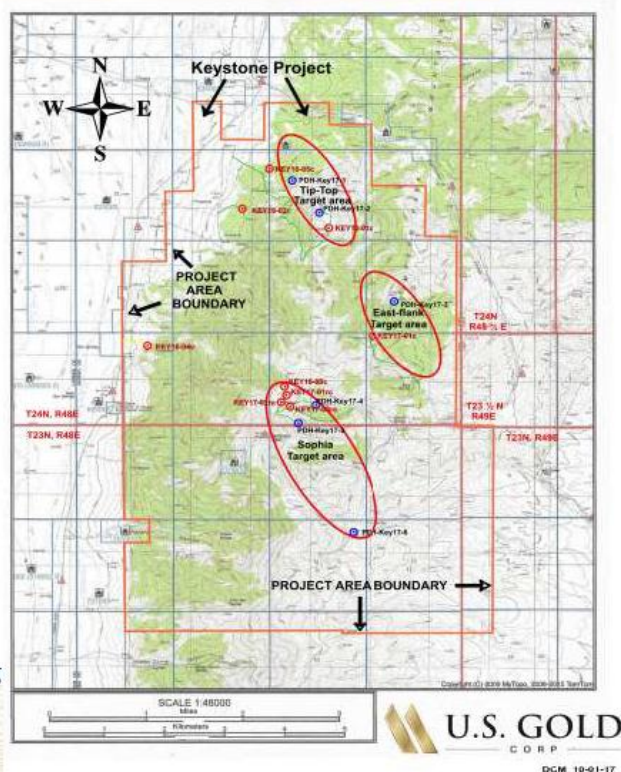
- ❖ Commenced digital organization and map representation program led by Joe Laravie
- ❖ Engaged Tom Chapin as Senior Consulting Geologist
  - Mapping geology of entire district in detail
- ❖ Completed property wide gravity survey in July, 2016
  - Led by Jim Wright of Wright Geophysics
  - Also, incorporated Nevada-Pacific IP survey data and Placer Dome 2004-05 CSAMT and gravity data
  - Results show similarity to Cortez district geology and the potential to host similar major gold deposits
  - New gravity data helped define 2016 drill targets
- ❖ Staked additional claims
  - 71 additional claims staked in August by Rangefront Geological Services in summer 2016
  - These additional claims staked were based upon the interpretations from the gravity survey
- ❖ Started permitting process for initial multiple 5 acre disturbance sites – commenced drilling end Oct, 2016





# Keystone 2016-17 Field Exploration Update

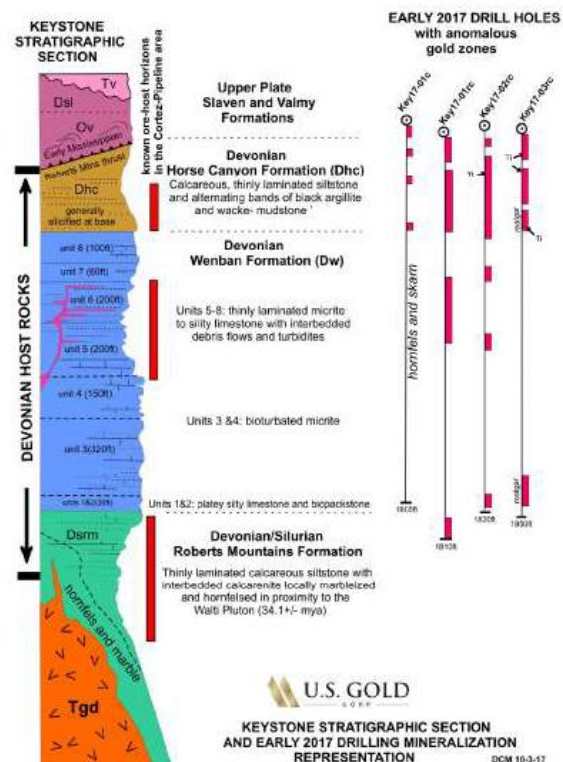
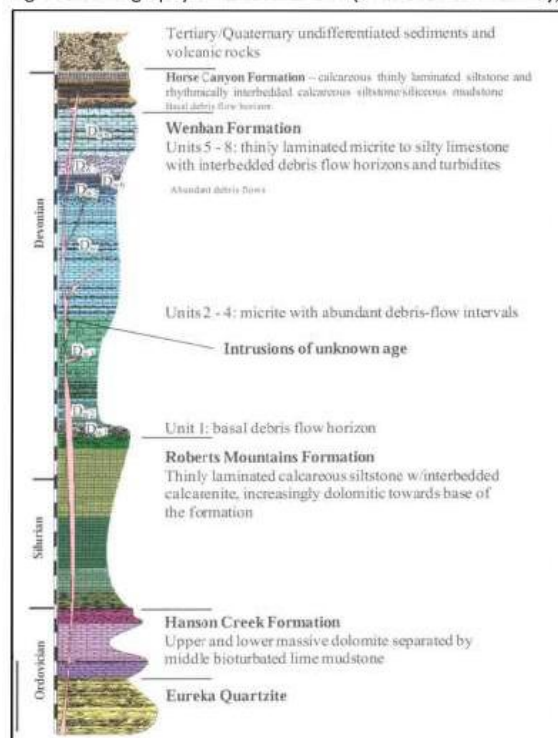
- ❖ Drill targets identified by summer 2016 field exploration program
- ❖ Initial targets selected by Dave Mathewson and Tom Chapin
- ❖ NOIs granted in October, 2016
  - Bond posted in October, 2016
  - Contracted with Titan Drilling and National Drilling
  - Roads and drill pads completed in summer 2016
  - 2 Core rigs deployed to Keystone
  - Drilling commenced end of October, 2016
  - Drilled 5 core holes in 2016
- ❖ Drilled last core hole – KEY17-01c in June, 2017
- ❖ All 2016 / 2017 core scout drill holes were for information purposes as deep core drilling has never been done in the history of Keystone
- ❖ Staked additional 102 claims in March, 2017
- ❖ 2017 exploration activities include an additional 3 hole drilling program targeted around KEY16-03c





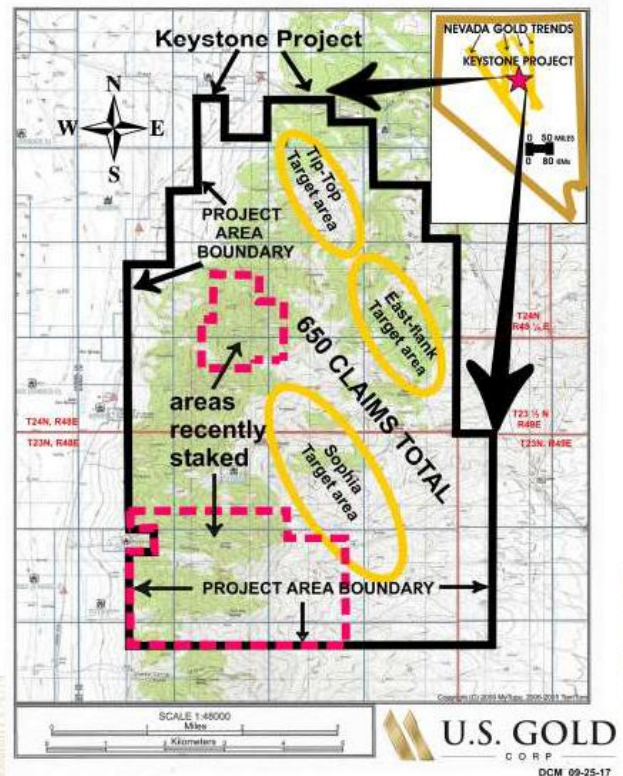
# Keystone 2017 Drilling Stratigraphy

Figure 1-Stratigraphy of the Cortez area (after Creel and Bradley, 2013)



# Keystone 2017 Field Exploration Update

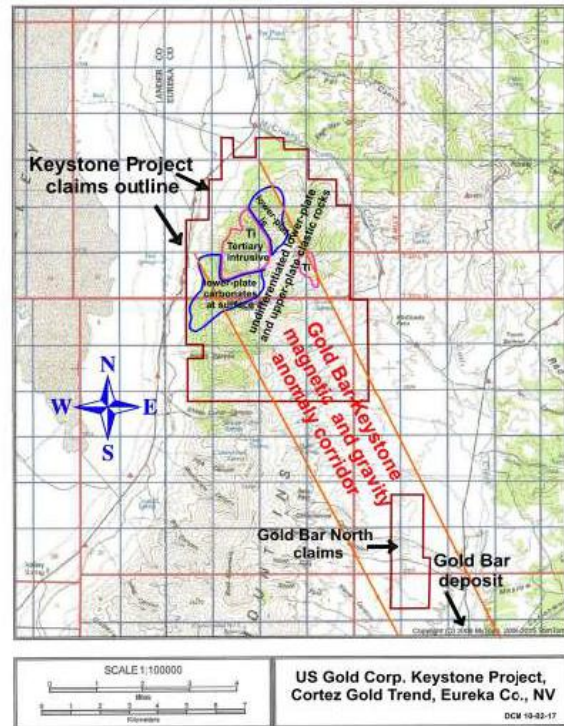
- ❖ USGC staked 122 new claims in September, 2017
- ❖ Newly staked area comprises 2400 acres – 3.75 square miles
- ❖ Keystone project now has 650 total claims
  - Total area controlled approximately 20 square miles
  - US Gold controls 100% of district
- ❖ These new US Gold claims were staked on the basis of assessment of geophysical data and drilling data acquired and assessed by US Gold in 2016 and 2017
- ❖ The three vertical holes completed in summer 2017 provided new, important information regarding gold-bearing host stratigraphy and lithological information, and also important potential deposit model information
- ❖ US Gold drilled one more scout-type informational core hole in June, 2017
- ❖ An EA (Environmental Assessment) for the purpose of an expanded exploration program through an exploration POO (Plan of Operations) has commenced with the assistance and leadership of AMEC Foster/Wheeler





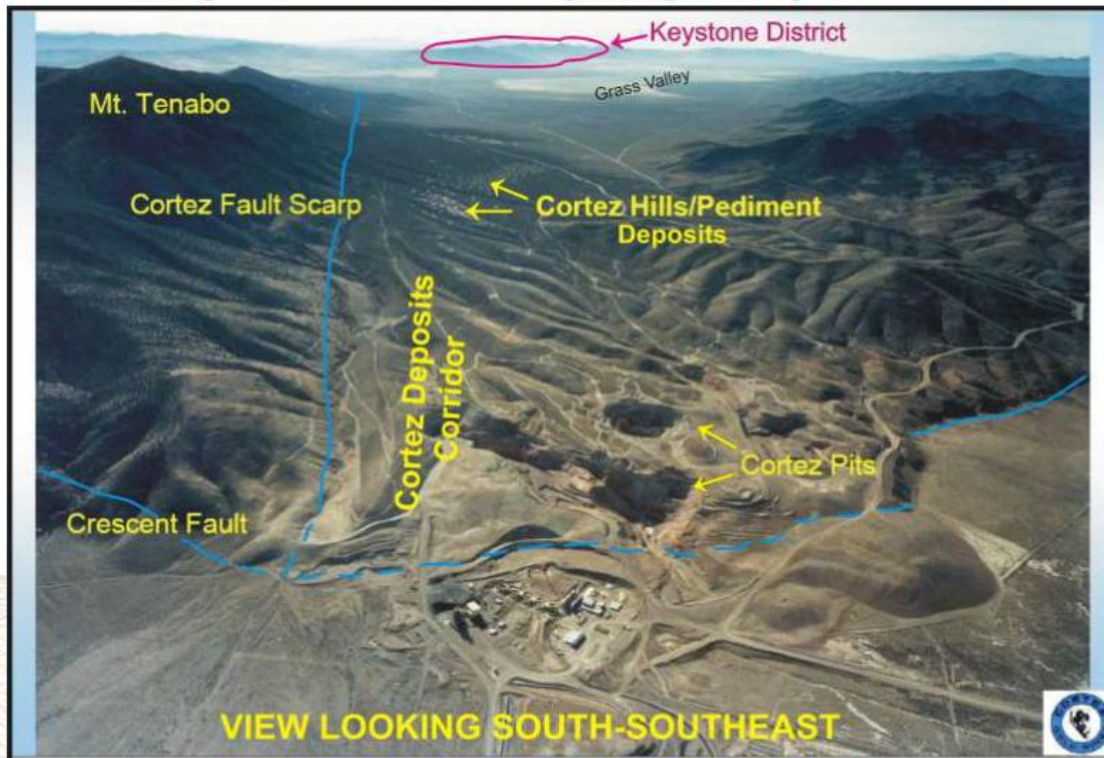
# Gold Bar North Overview

- ❖ U.S. Gold Corp. acquired Gold Bar North (GBN) on June 30, 2017 from Dave Mathewson
- ❖ GBN is 49 unpatented lode mining claims
- ❖ Regional data show a clear linear gravity and magnetic connection of Gold Bar North to both Keystone and the Gold Bar horst which hosts the Gold Bar gold deposit to the south
- ❖ Apparent strong regional structural tie-in of GBN with Keystone to the North and the Gold Bar deposit to the South
- ❖ Gold Bar North represents a horsted, shallow target opportunity within permissive Devonian host rocks that correlate with the same permissive calcareous-siltstone Devonian Horse Canyon and limestone Wenban Formations that are exposed and are currently being drilled at Keystone
- ❖ U.S. Gold Corp. plans on advancing GBN in 2017 through:
  - Permitting
  - Advanced mapping and geophysics
  - Drill target identification
  - Drilling



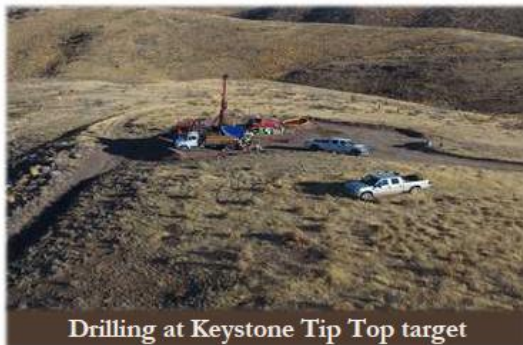
# Keystone View from Barrick's Cortez Mine

Cortez Mine has proven reserves >11m oz of gold; expected to produce 1m oz in 2017

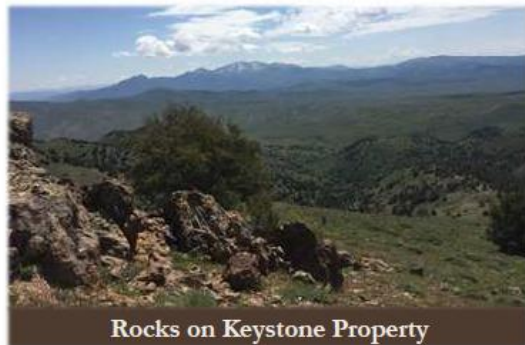




## Keystone / GBN Project Photos



Drilling at Keystone Tip Top target



Rocks on Keystone Property



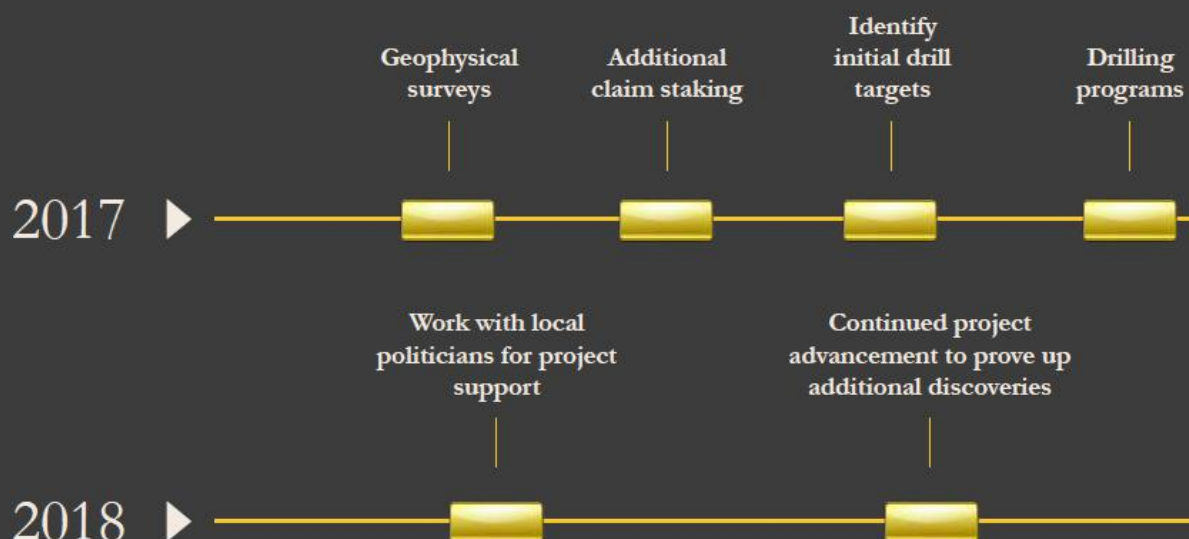
Dave Mathewson on Keystone



Gold Bar North

# Keystone / GBN Exploration Plans

- ❖ Continue exploration programs with team led and managed by Dave Mathewson
- ❖ Increase exploration and development of the projects building upon this program in 2018







# Copper King Project Overview

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# Copper King Project Overview

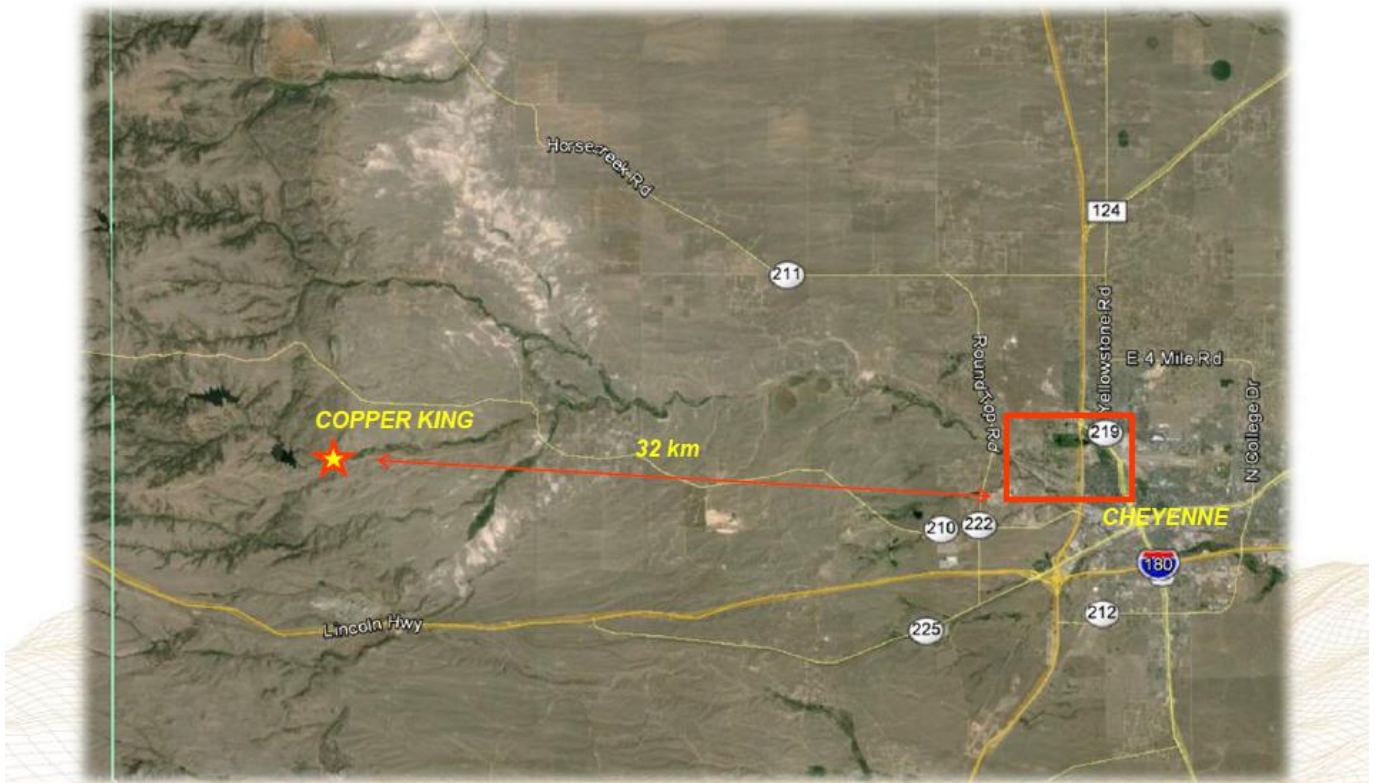
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- ❖ Copper King is a development stage gold and copper project located in southeast Wyoming, 20 miles west of Cheyenne
- ❖ There has been extensive historical exploration of the Copper King Project. Since 1938, at least nine historic drilling campaigns by seven companies plus the U.S. Bureau of Mines have been conducted, with drilling by five different operators since 1970 confirming the mineralization
- ❖ Copper King's deposit is open in several directions, signifying additional exploration upside to its current gold resource
- ❖ The Copper King project is located entirely on state land, making for a more streamlined permitting process to put the project into future production



# Copper King Project Location



# Copper King Project Overview\*

On August 24, 2012, Mine Development Associates (MDA) prepared an updated technical report and Preliminary Economic Assessment (PEA) for Strathmore Minerals Corp. showing the below metrics:

Class	Au Cutoff		Cu Cutoff	tons	tonnes	oz Au/ton	g Au/t	oz Au	% Cu	lbs Cu
	oz Au/ton	g Au/t	% Cu							
Measured	0.009	0.32	0.103	15,130,000	13,730,000	0.018	0.62	272,000	0.198	60,120,000
Indicated	0.009	0.30	0.111	44,620,000	40,480,000	0.014	0.48	654,000	0.182	162,880,000
Class	Au Cutoff		Cu Cutoff	tons	tonnes	oz Au/ton	g Au/t	oz Au	% Cu	lbs Cu
	oz Au/ton	g Au/t	% Cu							
Inferred	0.008	0.26	0.136	15,620,000	14,170,000	0.011	0.38	174,000	0.200	62,530,000

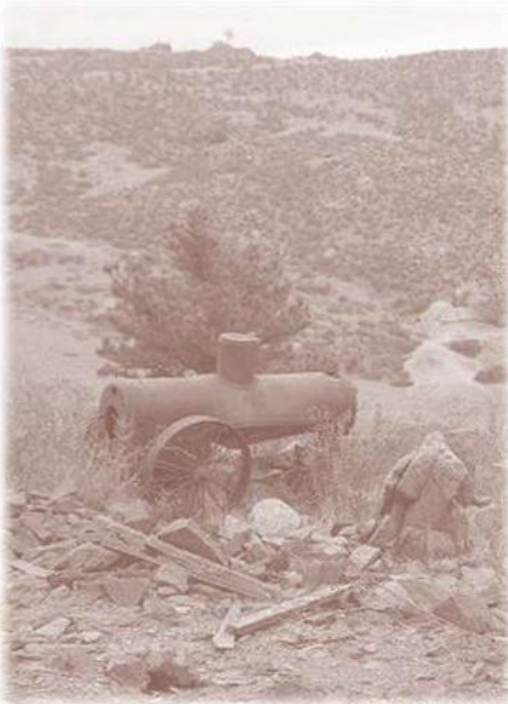
## Summary of Copper King Pre-Tax Economic Results •

Base Case	
Gold price (US\$/ounce)	\$1,100
Copper Price (US\$/lb)	\$3.00
Net Cash Flow	\$273.7 million
Net Present Value (5.0% Discount rate)	\$159.5 million
Internal Rate of Return	31.20%
CAPEX	\$104.06 million
Payback	2.365 years
17 year projected mine life	~34,000 Au oz / year; 8,800,000 Cu lbs/yr

\* Values for tons, tonnes, oz Au/ton, g Au/t, oz Au, %Cu, lbs Cu are from the 0.015 Au Eq/ton cutoff in the Mine Development Associates, 2012 (August 24), Technical Report on the Copper King Project, Laramie County, Wyoming: Report prepared for Strathmore Minerals Corp. by Mine Development Associates, 133 p. Resource estimates reflect an in situ resource. For further analysis of metal recoveries, see SGS Lakefield Research Ltd., 2009 (December 15), An Investigation into the Recovery of Copper and Gold from Samples of the Copper King Deposit: Report prepared for Sargento Gold Company by SGS Lakefield Ltd., 234 p. (Results of three locked cycle tests suggest that a concentrate with 26% Cu can be produced, resulting in an approximate Cu recovery of 77%; Au grade in the concentrate resulted in an 89.7 g/t Au with a recovery of 68%). The estimates contained in the table above are not recognized by the United States Securities and Exchange Commission. See "Cautionary Note to U.S. Investors Concerning Mineral Resources - p3." Amounts shown reflect the estimated in situ resource and do not include adjustments for metal recoveries. The above resource estimate was prepared on behalf of a predecessor owner in 2012 and may not be consistent with an estimate prepared using current metals prices.



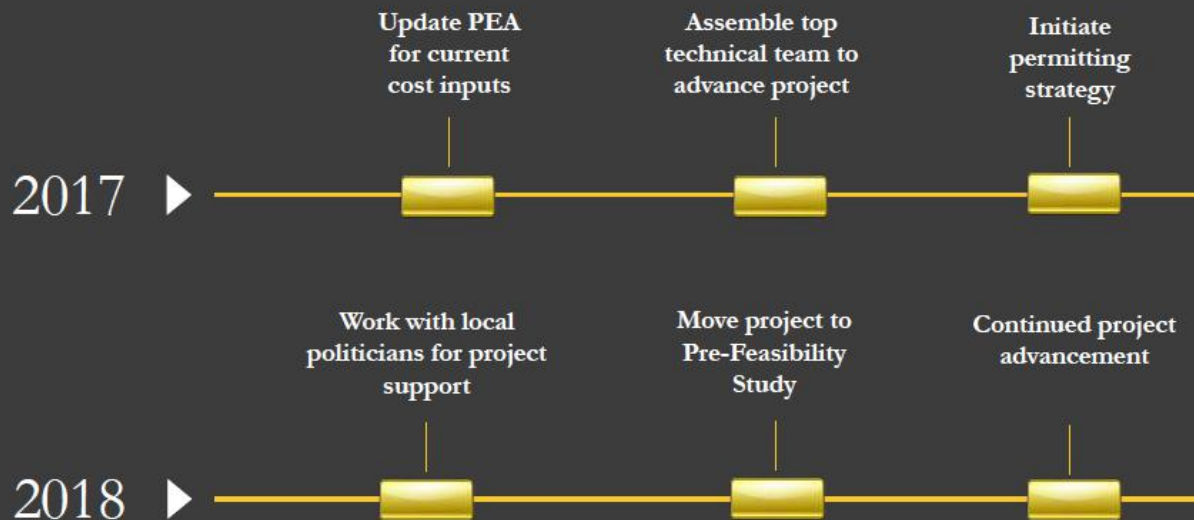
# Copper King Project Pathway



- ❖ U.S. Gold Corp has assembled the team to continue expanding upon Copper King's current gold and copper resource while advancing the project into production
- ❖ Catalysts along the path to production that should lead to a valuation re-rating include:
  - Updating the completed PEA to adjust for current cost inputs, higher gold prices and lower copper prices
  - Continued exploration and delineation of the resource. Existing data suggests additional exploration upside for the resource
  - Advancing the project through a Pre-Feasibility Study
  - Enacting a permitting strategy with the state of Wyoming
- ❖ U.S. Gold Corp plans to continue exploration, deposit delineation, resource expansion, environmental studies, metallurgical test work, and mine plan development
- ❖ U.S. Gold Corp will simultaneously invest the time, effort, and expense necessary to develop effective community and government relations programs to minimize any future social challenges

# Copper King Project Development Plan

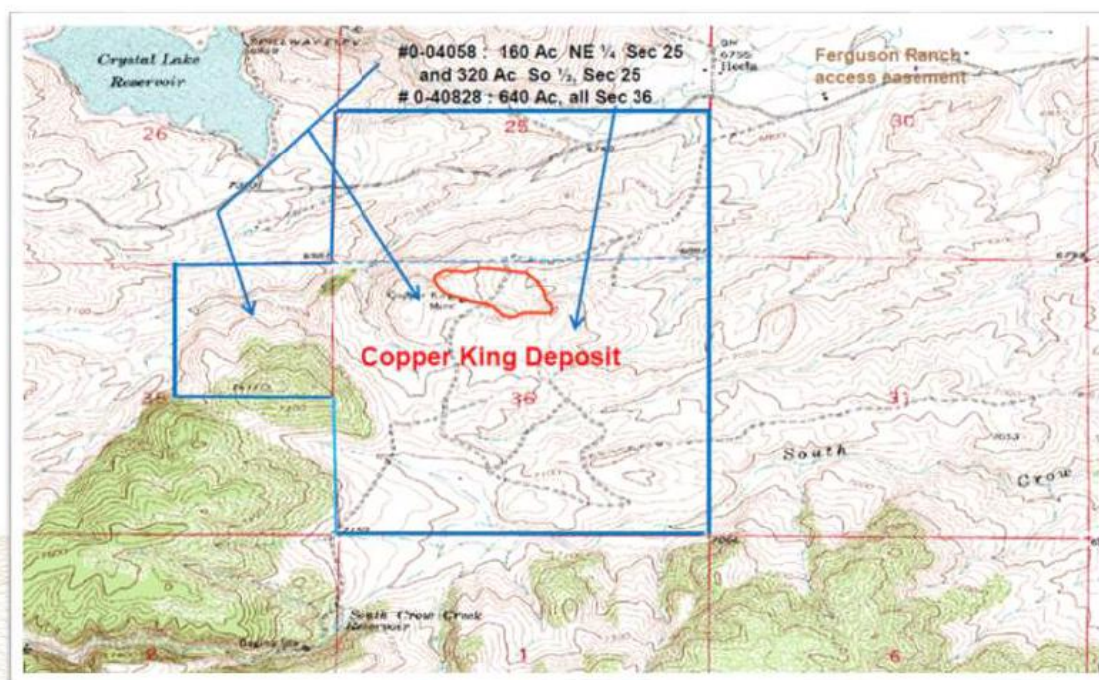
- ❖ Advance the project through a Pre-Feasibility Study and permitting strategy
- ❖ Continue to expand upon the current gold and copper resource





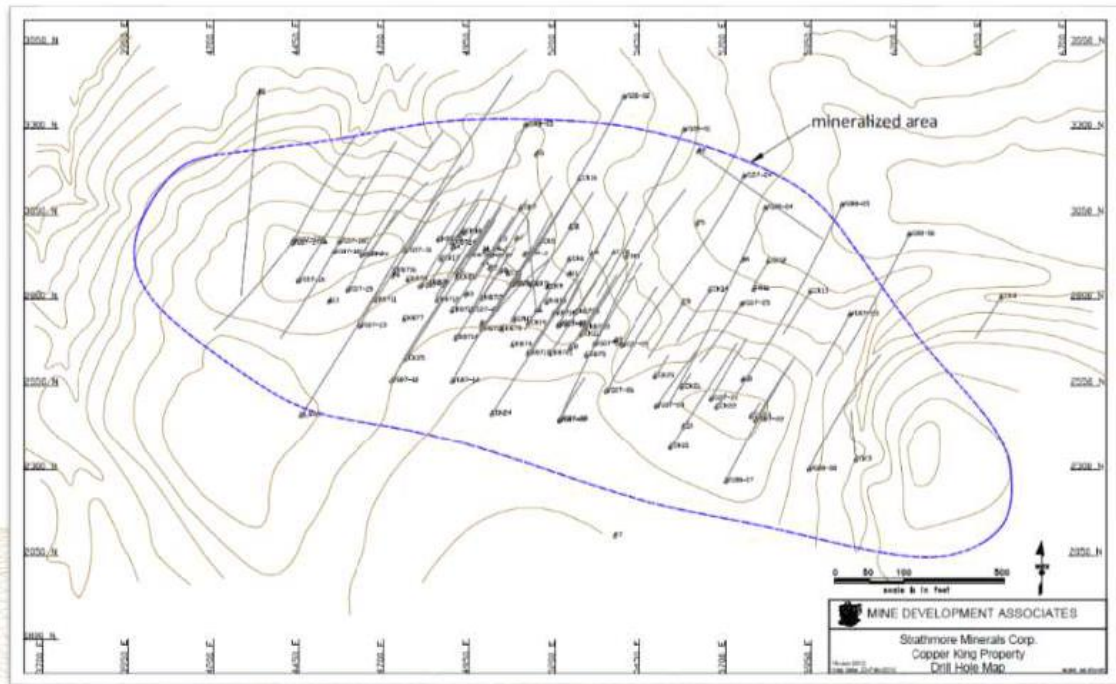
# Copper King Leases and Deposit Outline

Claims consists of 2 State leases with a total area of 1,120 acres



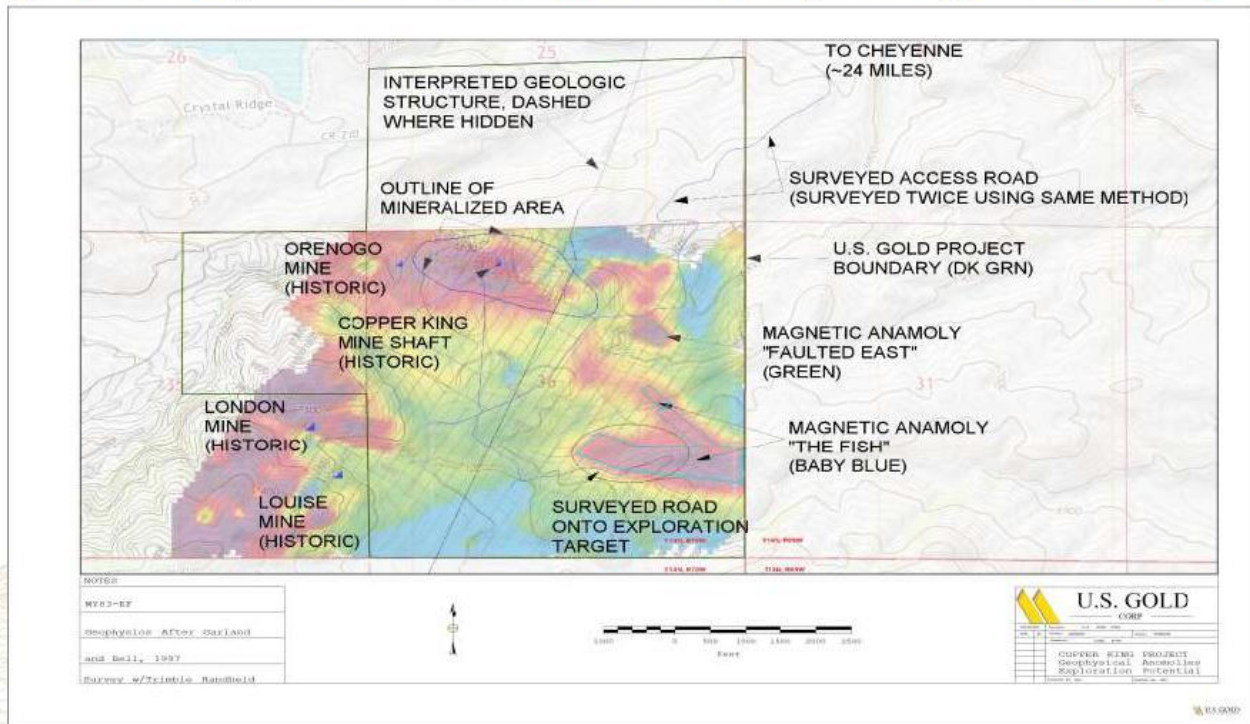
# Copper King Project Drill-Hole Map

120 Drill-Holes totaling 18,105m occur within Copper King deposit



# Copper King Exploration Potential

Exploration Geologists believe a second deposit of similar magnitude might exist on the property





# Copper King Geology and Mineralization



- ❖ Copper King is a disseminated and stockwork gold-copper deposit in Proterozoic intrusive rock located on the east flank of the Laramie Range

- ❖ Mineralization occurs in granodiorite, quartz monzonite, and thin mafic dikes

- ❖ Alteration includes a central zone of silicification, grading outward to a narrow potassic zone, surrounded by propylitic alteration



- ❖ A central core of higher-grade vein – stockwork hosted mineralization is surrounded by lower-grade disseminated mineralization

- ❖ Surface mineralization includes disseminated sulfides (mainly chalcopyrite), native copper and stockwork-hosted malachite and chrysocolla

- ❖ Deeper mineralization includes chalcopyrite, pyrite, minor bornite, primary chalcocite, pyrrhotite, and native copper

- ❖ Gold occurs as free gold



# Corporate Overview

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# Corporate Overview

- ❖ U.S. Gold Corp. completed an \$11.92 million equity offering in October, 2016
  - All common stock priced at \$2.64 per share
- ❖ Public merger closed on 23 May, 2017. Stock currently listed on NASDAQ with new symbol USAU
- ❖ U.S. Gold Corp. completed a \$2.5 million equity offering in October, 2017
  - All common stock priced at \$1.80 per share

USAU Cap Table - October 18, 2017

	Common Stock Equivalent	Warrants / Options*	Percentage
Shares Outstanding in USAU			
Series C Preferred	450,018		3.09%
Common	14,106,577	717,232	96.91%
<b>Total</b>	<b>14,556,595</b>	<b>717,232</b>	<b>100.00%</b>

\*USAU warrants / options / convertible debt outstanding are as follow:

33,415 Dataram legacy warrants with strikes from \$30 to \$187 expire between 01 Feb 2018 and 14 July 2019

231,458 options with a \$3.60 strike expire on 26 May 2021

452,359 broker warrants with a \$2.64 strike expire on 31 October 2021





# U.S. Gold Corp. Team

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# Management Team

## Edward Karr President & CEO

Edward Karr is the founder of several investment management and investment banking firms based in Geneva, Switzerland and has been active in the natural resource industry for years. Mr. Karr was a Founder and currently serves on the Board of Directors of Pershing Gold Corp. In 2004, Futures Magazine named Mr. Karr as one of the world's Top Traders. He is a past contributor to CNBC and has been quoted in numerous financial publications. Mr. Karr worked for Prudential Securities in the United States and has been in the financial services industry for over twenty years.

## Luke Norman Co-Founder, & Corp Dev

Luke Norman is a seasoned growth executive with over 15 years of experience in the venture capital markets. He has been responsible for the direct capital raises in excess of \$300M. Mr. Norman began his capital markets career at Ord O'Connor Grieve, New Zealand then worked for 4 years with Canaccord Capital Corp before moving on to the private investment industry. In recent years, Mr. Norman has operated a consultancy company to the metals and mining industry. He co-founded Gold Standard Ventures Corp., a TSX-V and NYSE Market listed gold exploration company. Additionally, Mr. Norman co-founded and was formerly a director of Stratton Resources Inc.

## Dave Mathewson Head of Nevada Exploration

Dave Mathewson is a geologist-explorer with 35 years of exploration experience in Nevada alone. Notable discoveries made while Head of Newmont Nevada's Exploration team from 1989 through 2001 include: Tess, Northwest Rain, Saddle and South Emigrant in the Rain mining district. From 1999-2001 Mathewson-led team made important deposit extension discoveries at Newmont's Gold Quarry and Mike deposits. Most recently his work at Gold Standard Ventures led to the consolidation of the Railroad-Pinion district and the North Bullion & Bald Mountain discoveries.

## David Rector Chief Operating Officer, Secretary, Principal Financial Officer

Since 1985, Mr. Rector has been the Principal of The David Stephen Group, which provides enterprise consulting services to emerging and developing companies in a variety of industries. From November 2012 through January 2014, Mr. Rector served as the CEO and President of Valor Gold. From February 2012 through January 2013, Mr. Rector served as the VP Finance & Administration of Pershing Gold Corp.

## Neil Whitmer Operations Manager

Neil Whitmer joined U.S. Gold Corp. in September of 2016, where he advises on operational and regulatory matters relating to acquisition, due diligence, title review, permitting, and maintenance of mineral and surface rights required to support exploration. Prior to joining U.S. Gold Corp., Mr. Whitmer served as the Manager of Land, Legal, and Environmental Affairs at Gold Standard Ventures. He is experienced in land acquisition and lease agreements, as well as permitting projects on public and private property with state and federal agencies. He also enjoys going to the field and hitting the outcrops when time allows. Mr. Whitmer practiced law in Colorado for four years before moving to Nevada. He acquired a Bachelor of Science degree in geology from Indiana University in 2002 and a Master of Science degree in geology from the University of Tennessee in 2005. He earned his Juris Doctorate from Michigan State University College of Law in 2008. Mr. Whitmer is admitted to practice law in Colorado and Nevada.



# Technical Advisory Team

<b>Tom Chapin</b> Senior Consulting Geologist	Tom Chapin is a Senior Consulting Geologist. Tom has had a successful 14 year career with Barrick Gold Corporation, where he has worked since 2002. At Barrick, Tom was the Senior Geologist at the Cortez Gold Mine. Tom brings his wealth of skills and particular knowledge of Cortez Trend geology to US Gold Corp. Tom is working closely with Dave Mathewson to map in detail the geology of the Keystone district, with a goal to target specific exploration drill targets.
<b>Jim Wright</b> Geophysical Advisor	Mr. Wright has a B.S. degree (Honors) in Geophysics from the University of Arizona (1973) and a M.Sc. in geophysics from Stanford (1975). He has over 40 years of varied experience applying geophysical techniques to exploration for a wide variety of commodities including gold, uranium, base metals, coal, lithium and potash. His career started with Phelps Dodge Corporation and continued with St. Joe Minerals, Sulpetro Minerals, Novamin Resources, Breakwater Resources and Newmont Mining Corp. Interspersed with the corporate assignments were sixteen years as a consultant, a position he holds today.
<b>Joe Laravie</b> Digital Mapping Specialist	Joe Laravie is an Exploration Geologist and Data-Technician. Joe has a strong background and successful exploration career with Santa Fe Pacific Gold Corp., Newmont Mining and Gold Standard Ventures. Joe is digitizing all of the previous historical geological data available for the Keystone district and is building a Keystone exploration database to assist with overall knowledge of the project geology and help define future drill targets.
<b>Brion Theriault</b> Contract Geologist	Brion Theriault is a geologist with +20 years experience in gold and silver exploration, development and production. Background in Carlin-type, epithermal, skarn, and orogenic vein deposits. Substantial experience in Nevada on Carlin, Battle Mountain-Eureka, and Independence Trends, as well as Walker Lane. Supervisory experience. Certified Professional Geologist, Qualified Person, Professional Geologist (Utah), Licensed Geologist (Washington).



# Board of Directors

**Edward M. Karr**  
Chairman

See bio in Management Team

**Timothy M. Janke**  
Director  
Chair of Technical Com.

Tim Janke is the Chief Operating Officer of Pershing Gold Corporation. Janke is a seasoned mining professional with over four decades experience in mining engineering and operations and a proven track record in leading teams to succeed in mine startups. He was formerly COO for AuEx Ventures, Inc. where he was responsible for operations planning and development of the Long Canyon Project. His extensive Nevada operational experience includes holding the position of General Manager at the Marigold, Florida Canyon, Ruby Hill, and Pinson mines as well as Special Projects Engineer at the Round Mountain Mine. Through his extensive work history Janke and his teams have received multiple awards and accolades including the world's first International Cyanide Code Certification, Nevada Mining Association safety awards in 2001 and 2007 and State of Nevada Excellence in Mine Reclamation awards in 2000 and 2007. While managing the operation of the Pinson Mine in Winnemucca, NV he eliminated over half of the \$12 million closure reclamation liability while operating without a lost-time accident ('LTA'). While at the Ruby Hill Mine he led his team to three consecutive annual records for gold production and reduced cash costs. During his time at Marigold his team made processing improvements resulting in a 4% increase in gold recoveries and his workforce achieved two and a half years without any LTAs. Janke holds a Bachelor of Science in Mining Engineering from the Mackay School of Mines. He served as a Director on the boards of Strathmore Minerals Corp. and the Nevada Mining Association and is currently a Director on the board of Renaissance Gold, Inc.

**James Dale Davidson**  
Director  
Chair of Comp Com.  
Chair of Nominating Com.

James Davidson has been a member of S.A.C.S. OF Beaverton LLC since 2015, Founding Director of Vamos Holdings since 2012, Director of Solar Avenir since 2016, Founding Director of Telometrix since 2016, and Founding Managing Member of Goldrock Resources, LLC since 2016. Mr. Davidson first became active in the mining business after his forecast of the collapse of the Soviet Union was bore out. After several small successes, Davidson teamed with Richard Moores in 1996 to launch Anatolia Minerals with an initial capital of \$800,000. At its peak, the company attained a market cap of \$3.5 billion. Davidson, a graduate of Oxford University, has had a successful career as a serial entrepreneur. He is the author of *Blood in the Streets: Investment Profits in a World Gone Mad*, *The Great Reckoning: Protect Yourself in the Coming Depression* and *The Sovereign Individual (all with Lord William Rees-Mogg)* and *Brazil is the New America*, *The Age of Deception*, and *The Breaking Point*.

**John N. Braca**  
Director  
Chair of Audit Committee

John Braca is a financial executive with a strong track record in accounting, audit committee, portfolio management, venture capital fundraising, as well as financial and operational management. He has served as a Director and board observer for development companies over the course of his career. Mr. Braca has also served as an active member of both Audit and Compensation Committees for both public and private companies and has led several of the public companies as the Chairman of the Audit Committee. Mr. Braca has been a Director of Sevion Therapeutics since October 2003. Since April 2013, Mr. Braca has been the President and sole proprietor of JNB Consulting, which provides strategic business development counsel to high growth companies. From August 2010 through April 2013, Mr. Braca had been the executive director controller for Iroko Pharmaceuticals. From May 2005 through March 2006, Mr. Braca was also consultant and advisor to GlaxoSmithKline management in their research operations. From 1997 to April 2005, Mr. Braca was a general partner and director of business investments for S.R. One, Limited, the venture capital subsidiary of GlaxoSmithKline. Mr. Braca is a licensed Certified Public Accountant (CPA) in the state of Pennsylvania and is affiliated with the American Institute of Certified Public Accountants and the Pennsylvania Institute of Certified Public Accountants. Mr. Braca received a Bachelor of Science in Accounting from Villanova University and a Master of Business Administration in Marketing from Saint Joseph's University.

# Conclusion

## DEVELOPMENT PACKAGE

Exciting combination of a later stage development asset and exploration blue sky potential

## PROVEN TEAM

Top quality management and advisory team with pedigrees of developing renowned gold projects

## U.S. COMPANY

U.S. Gold Corp. is a US based company, listed on a major US Exchange – NASDAQ, with US based properties

## HIGH UPSIDE

Large growth potential for the current resource and valuation upside based on market comps

# Contacts

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### **U.S. Gold Corp. Announces Disposition of Dataram Memory Corp.**

*-Sale of non-core business enables USAU to focus completely on gold exploration*

**ELKO, NV, October 16, 2017** – U.S. Gold Corp. (NASDAQ: USAU) today announced it sold its subsidiary, Dataram Memory Corp. Dataram Memory Corp. develops, manufactures and markets computer add-in memory products for use with workstations, minicomputers and servers. Since the Company's acquisition of Gold King Corp. f/k/a U.S. Gold Corp. in May 2017, the Company shifted its focus to gold exploration and Dataram Memory Corp. was no longer its core business.

Commenting on the disposition, Edward Karr, President & CEO said, "The sale of our Dataram Memory legacy subsidiary is another step in our transformation to a focused junior gold exploration and development company. We view this disposition as a win-win-win: for U.S. Gold Corp., for our shareholders and for Dataram Memory Corp. I would like to thank our Board of Directors for their involvement in the process. We are looking at, and evaluating, several new potential opportunities in the exploration and mining sectors."

Global Alliance Securities, LLC arranged for this transaction.

The net proceeds from the sale of Dataram Memory Corp., when finally determined after deducting expenses associated with the legacy business and the sale, will be distributed, on a pro rata basis, to the Company's shareholders of record as of May 8, 2017.

### **About U.S. Gold Corp.**

U.S. Gold Corp. is a publicly traded U.S.-focused gold exploration and development company. U.S. Gold Corp. has a portfolio of development and exploration properties. Copper King is located in Southeast Wyoming and has a historical Preliminary Economic Assessment (PEA), done by Mine Development Associates in 2012 for Strathmore Minerals Corporation. Keystone is an exploration property on the Cortez Trend in Nevada, identified and consolidated by Dave Mathewson. For more information about U.S. Gold Corp., please visit [www.usgoldcorp.gold](http://www.usgoldcorp.gold)

### **Safe Harbor**

*Certain statements in this press release are forward-looking within the meaning of the Private Securities Litigation Reform Act of 1995. These statements may be identified by the use of forward-looking words such as "anticipate," "believe," "forecast," "estimated," and "intend," among others. These forward-looking statements are based on U.S. Gold Corp.'s current expectations, and actual results could differ materially. There are a number of factors that could cause actual events to differ materially from those indicated by such forward-looking statements. These factors include, but are not limited to, risks arising from: changes in the price of gold and mining industry cost inputs, environmental and regulatory risks, risks faced by junior companies generally engaged in exploration activities, and other factors described in the Company's most recent Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K filed with the Securities and Exchange Commission, which can be reviewed at [www.sec.gov](http://www.sec.gov). The Company has based these forward-looking statements on its current expectations and assumptions about future events. While management considers these expectations and assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory, and other risks, contingencies, and uncertainties, most of which are difficult to predict and many of which are beyond the Company's control. The Company does not assume any obligations to update any of these forward-looking statements.*

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