



DRAKE GOLD RESOURCES, INC.

A Nevada Company

September 30, 2012

Updated Information Provided Pursuant to
OTC Markets Initial Company Information
And Disclosure Statement Guidelines



Table of Contents

Item I - The exact name of the issuer and its predecessor (if any)	3
Item II - The address of the issuer's principal executive offices	3
Item III - The state and date of the issuer's incorporation or organization	3
Item IV - The name and address of the transfer agent*	3
Item V - The number of shares or total amount of the securities outstanding for each class of securities outstanding	4
Item VI - Financial information for the issuer's most recent fiscal period	5
Item VII Management's Discussion and Analysis or Plan of Operation	6
Item VIII. Legal Proceedings	8
Item IX. Defaults Upon Senior Securities	9
Item X. Other Information	9
Item XI. Material Contracts	10
Item XII Issuer's Certifications.	12
Item XIII The following are a list of material contracts or documents attached to this document	12
EXHIBIT 1 CERTIFICATIONS	12
EXHIBIT 2 MATERIAL CONTRACTS	13



Item I - The exact name of the issuer and its predecessor (if any)

- Current Name - Drake Gold Resources Inc.
- Formerly - Automotive Specialty Concepts, Inc. until 2-06
- Formerly - Sports Wheels, Inc. until 2-05
- Formerly - American Standard Energy, Inc. until 4-03
- Formerly - International Gaming Group, Inc. until 4-02
- Formerly - Bionomic Science International Inc. – Original Inc.

Item II - The address of the issuer's principal executive offices

Address:
12518 N.E. Airport Way
Suite 148-156
Portland, Oregon 97230
Telephone: 1-775-410-4458
Fax: 1-678-731-1650
Website: <http://www.DrakeGold.com> .

Item III - The state and date of the issuer's incorporation or organization

State of Incorporation: Nevada
Incorporation Date: 07-17-1981

Item IV - The name and address of the transfer agent*

Transfer Online, Inc.
512 S.E. Salmon Street, 2nd Floor
Portland, OR 97214

Telephone: 1-503-227-2950
Fax: 1-503-227-6874



*The transfer agent is registered pursuant to Section 17A of the Securities Exchange Act of 1934, as amended (Commission File No. 084-01356) and is regulated by the Securities and Exchange Commission.

Item V - The number of shares or total amount of the securities outstanding for each class of securities outstanding

DKGR currently has two classes of stock: Common and Preferred *Class A*

A. Common stock:

- | |
|---|
| <ul style="list-style-type: none">i. Period end date;
September 30, 2012ii. Number of shares authorized;
1,950,000,000 sharesiii. Number of shares outstanding;
1,118,437,271 sharesiv. Freely tradable shares (public float);
1,064,412,438 shares as of shareholder listv. Total number of beneficial shareholders; and
1vi. Total number of shareholders of record.
1,670 |
|---|

B. Preferred stock.

There are no issued Preferred Class A shares.



Item VI - Financial information for the issuer's most recent fiscal period

Unaudited financial statements are posted through the OTC Markets News Service and incorporated herein by reference.

The issuer shall include the financial statements listed below in the disclosure document and provide a list in the disclosure document describing the financial statements.

The issuer shall provide the following financial statements for the most recent fiscal period (whether fiscal quarter or fiscal year).

- 1) *balance sheet;*
- 2) *statement of income;*
- 3) *statement of cash flows;*
- 4) *statement of changes in stockholders' equity;*

- 5) *financial notes; and*
- 6) *audit letter, if audited*

The financial statements requested pursuant to this item shall be prepared in accordance with generally accepted accounting principles (GAAP)¹ by persons with sufficient financial skills.

Information contained in annual financial statements will not be considered current more than 90 days after the end of the issuer's fiscal year immediately following the fiscal year for which such statement are provided, or with respect to quarterly financial statements, more than 45 days after the end of the quarter immediately following the quarter for which such statements are provided.



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

The discussion and analysis shall focus specifically on material events and uncertainties known to management that would cause reported financial information not to be necessarily indicative of future operating results or of future financial condition.

Issuers are not required to supply forward-looking information. This is distinguished from presently known data that will impact upon future operating results, such as known future increases in costs of labor or materials. This latter data may be required to be disclosed.

A. Plan of Operation.

1. Describe the issuer's plan of operation for the next twelve months. This description should include such matters as:

- i. a discussion of how long the issuer can satisfy its cash requirements and whether it will have to raise additional funds in the next twelve months;

The Company currently does not have cash requirements other than basic working capital needs associated with exploration of oil and gas projects. With plans to expand exploration and operations on some of its oil and gas projects it is expected it will be necessary to raise capital throughout the next twelve months. The Company is currently exploring various sources to finance ongoing operations and has plans to leverage subsidiary or joint venture situations to raise needed capital to avoid dilution.

- ii. a summary of any product research and development that the issuer will perform for the term of the plan;



The Company intends to take an aggressive approach to its stated executive formula. The overall objective is to deliver enough evidence and results to be able to determine if the project warrants the next level of explorations and development.

- iii. any expected purchase or sale of plant and significant equipment; and

The Company will expect to lease or purchase processing and exploration equipment, which will be used to better evaluate the projects it is considering. If a project merits development then it intends to use subsidiary finance and/or joint venture capital partners to minimize risk and dilution.

- iv. any expected significant changes in the number of employees.

None.

B. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The Company is not required to provide information under this item because it did not have revenues from operations in either of the last two fiscal years.

Income Revenues: For the nine months ended September 30, 2012, the Company had income revenues of \$0 compared to \$0 in income revenues for the nine months ended September 30, 2011.

Cost of Revenues: Cost of revenues for the nine months ended September 30, 2012 totaled \$0, compared to \$0 for the nine months ended September 30, 2011.

Gross Profit: Gross profit is comprised of income revenues less cost of revenues. Gross profit for the nine months ended September 30, 2012 totaled \$0, compared to \$0 for the



nine months ended September 30, 2011.

Operating Costs: Operating costs consist of the Company's administrative expenses, operating expenses including depreciation and amortization. Operating costs for the nine months ended September 30, 2012 totaled \$71,366, compared to \$8,659 for the nine months ended September 30, 2011.

Operating Gain (Loss): The Company produced a operating loss for the nine months ended September 30, 2012 of \$71,366, compared to a loss of \$8,659 for the nine months ended September 30, 2011.

Extraordinary Gain (Loss): The Company recorded an extraordinary gain from the settlement of all of its long-term debt and writing off its investment in Nationwide Delivery, Inc., resulting in a extraordinary gain of 215,657 for the nine months ended September 30, 2012, compared to no extraordinary gain or loss for the nine months ended September 30, 2011.

Net Gain (Loss) Before Income Taxes: Net gain or loss before income taxes represents operating gain or loss plus other (non-operating) gain or loss. For the nine months ended September 30, 2012, the company had a net gain of \$144,290, compared to a net loss of \$8,659 for the nine months ended September 30, 2011.

Liquidity and Capital Resources: For the nine months ended September 30, 2012, the Company provided cash or cash equivalents from operations of \$299.

C. Off-Balance Sheet Arrangements.

During the current period ended September 30, 2012, the Company did not engage in any off-balance sheet arrangements.

Item VIII. Legal Proceedings

The Company is not involved or named in any legal proceedings that would have a material effect upon the company's business, financial condition or operations as of September 30, 2012.



Item IX. Defaults Upon Senior Securities

This item is not applicable as there are no defaults upon any senior securities.

Item X. Other Information

On February 14, 2012, Robert Jackson was elected CEO and Tom Smith was elected CFO. Each were also appointed to the board of directors at that time. Simultaneously, James Goularte resigned from his positions on the board of directors and as CEO.

On July 25, 2012, Peter Matousek was elected to the Board of Directors. On the same date Robert Jackson resigned as CEO and member of the board of directors; at the same time Tom Smith also resigned as CFO and member of the board of directors. On the same date Peter Matousek was appointed as the new CEO, acting CFO-Secretary and member of the board of directors.

During the quarter ended June 30, 2012, the Company successfully negotiated a non-cash settlement of all of its long-term debt through a confidential settlement agreement.

For the quarter ended September 30, 2012, the Company wrote off as worthless its investment in stock of Nationwide Delivery, Inc.

During the quarter ended September 30, 2012, the Company entered into a joint venture with Parker Technologies, LLC, according to the terms of which Drake will provide funding for Parker's drilling operations in return for a participating interest in any profits derived from such operations.

During the quarter ended September 30, 2012, the Company entered into an agreement to purchase interests in various well operations in Pennsylvania. As compensation for said purchase Drake has agreed to provide funding for development of the wells and shall receive an interest in net proceeds of operations.



Item XI. Material Contracts

A. Every material contract, not made in the ordinary course of business that will be performed after the disclosure document is posted on the Pink Sheets News Service or was entered into not more than two years before such posting. Also include the following contracts:

- 1) Any contract to which directors, officers, promoters, voting trustees, security holders named in the disclosure document, or the Designated Advisor for Disclosure are parties other than contracts involving only the purchase or sale of current assets having a determinable market price, at such market price;

Currently not applicable but updates will be made to the Company's disclosure when/if any new material contracts are made based on this outline.

- 2) Any contract upon which the issuer's business is substantially dependent, including but not limited to contracts with principal customers, principal suppliers, and franchise agreements;

Joint Venture participation with Parker Technologies, LLC; Working interest purchase; agreements are attached as Exhibit B.

- 3) Any contract for the purchase or sale of any property, plant or equipment for consideration exceeding 15 percent of such assets of the issuer; or

Currently not applicable but updates will be made to the Company's disclosure when/if any new material contracts are made based on this outline.



- 4) Any material lease under which a part of the property described in the disclosure document is held by the issuer.

Currently not applicable but updates will be made to the Company's disclosure when/if any new material contracts are made based on this outline.

B. Any management contract or any compensatory plan, contract or arrangement, including but not limited to plans relating to options, warrants or rights, pension, retirement or deferred compensation or bonus, incentive or profit sharing (or if not set forth in any formal document, a written description thereof) in which any director or any executive officer of the issuer participates shall be deemed material and shall be included; and any other management contract or any other compensatory plan, contract, or arrangement in which any other executive officer of the issuer participates shall be filed unless immaterial in amount or significance.

None at this time.

C. The following management contracts or compensatory plans need not be included:

- 1) Ordinary purchase and sales agency agreements;
- 2) Agreements with managers of stores in a chain organization or similar organization;
- 3) Contracts providing for labor or salesmen's bonuses or payments to a class of security holders, as such; and
- 4) Any compensatory plan that is available to employees, officers or directors generally and provides for the same method of allocation of benefits between management and non-management participants

Currently not applicable but updates will be made to the Company's disclosure when/if any new material contracts are made based on this outline.



Item XII Issuer's Certifications.

The Issuer Certification will be attached as Exhibit 1 below.

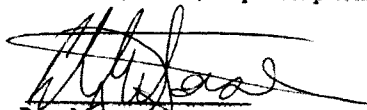
Item XIII The following are a list of material contracts or documents attached to this document

Attached as Exhibit 2 are the following:
Agreement with Parker Technologies, LLC
Agreement with (name redacted)

EXHIBIT 1 CERTIFICATIONS

I, Peter Matousek, certify that:

1. I have reviewed this supplemental quarterly disclosure statement of Drake Gold Resources, Inc.
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements and other financial information included or incorporated by reference in this disclosure statement, fairly present, in all material respects, the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.


Peter Matousek,
President

Dated: 11-05 .2012



EXHIBIT 2 MATERIAL CONTRACTS

(Attached pages 13-33)

JOINT VENTURE AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of July 2012, hereinafter "effective date" by and between Parker Technologies LLC, hereinafter referred to as "Parker" and Drake Gold Resources Inc, hereinafter referred to as "Drake".

WITNESSETH:

WHEREAS, Parker is the owner of certain oil and gas technologies (Business Plan: Exhibit A) and has finalized discussions to acquire a lease (Lease overview: Exhibit B), both exhibits attached hereto and made a part hereof for all purposes.

WHEREAS, Parker desires to bring into production a well for testing purposes and Drake desires to acquire certain rights and interests in the test well, including other right and interests more fully described below.

WHEREAS, the terms of this Agreement shall commence on the date of signing.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: AGREEMENT TO DRILL TEST WELL – HOGE Well #1

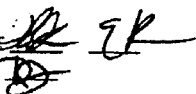
Parker desires to bring up a well for testing purposes of various heavy oil and gas extraction method(s) and Drake desires certain interests in the lease(s) on the terms and conditions provided in this Agreement. Drake, in consideration of its performance of its obligations as provided in this Agreement, shall earn up to 5% (further explained in Articles 6 and 9 of this agreement) of Parker's working interests in certain Wells (up to a maximum of 5 wells) as set forth herein, after all operational costs and taxes are paid. As Drake performs its obligations hereunder, Parker shall execute and deliver to Drake on a prorated basis, assignment of the interests earned by Drake in such well(s) on a customary form of assignment. To earn its working interest in the well(s), Drake will provide the funding necessary for the drilling of the test well.

ARTICLE 2: PARTICIPATION FEE

Upon the execution of this Agreement, Drake shall pay to Parker the sum of \$3,000 (the "Participation Fee") as consideration for Parker entering into this Agreement. The Participation Fee shall be deemed earned by Parker upon the execution hereof and not subject to offset or recoupment by Drake except as noted in Article #9 : PAYMENTS. This Participation Fee equates to 0.05% working interest as per this agreement .

Initial: Parker

Initial: Drake

Handwritten initials for Parker (PK) and Drake (D).

ARTICLE 3: INITIAL OBLIGATIONS OF DRAKE

Drake agrees to provide funding of \$360,000 (Three Hundred Sixty Thousand Dollars) to Parker and will receive a prorated interest as funds are received by Parker.

ARTICLE 4: HOGE Well #1 Project

As funds are provided to Parker by Drake, Parker will begin the HOGE Well #1 Project and designate how and where the funds are to be used to achieve the completion of this project. Parker has budgeted \$360,000 for this project.

ARTICLE 5: HOGE Well #2-#5 Projects

Upon the commencement of production of the HOGE Well #1, Parker shall acquire additional lease acreage to begin drilling the additional wells. Upon completion of each additional well (#2 through #5), Parker shall execute and deliver to Drake an assignment of the Drake Working Interest, as defined below, earned by Drake in each additional well on a customary form of assignment.

Notwithstanding anything to the contrary contained herein, the parties agree that the maximum number of wells that are subject to this JV agreement shall be 5. It is also understood that Parker will pay back to Drake the 1.5 times ROI as discussed elsewhere in this agreement, and may do so before a total of 5 wells are in production, hence the terminology of 'up to' 5 wells.

ARTICLE 6. LEASE OPERATING EXPENSES, WORKING INTEREST AND REVENUE INTERESTS.

Drake acknowledges that the Wells are each subject to overriding royalties of approximately 15%-30% (collectively, the "Overriding Royalties"). Notwithstanding anything to the contrary contained herein, Parker shall bear all costs associated with the drilling of each of the Wells and all operating expenses associated with the operation of each Well. Drake will be responsible for any tax levied by the State of Texas on its portion of the production proceeds.

Parker acknowledges that Drake shall be entitled to a revenue interest up to 5% (based on prorated % of funding total paid to Parker to date) of the revenue realized from the sale of oil and gas produced by each Well after deducting the Overriding Royalties, production costs and Parker's proportionate oil or gas tax as well as any operating costs. For purposes of illustration, assuming that the revenue from oil and gas from a well was equal to \$10,000, the ORRI is 27% and the oil tax rate is 5%, the amount that Drake is entitled to receive shall be calculated as follows:

	\$10,000	in Revenue
less	\$2,700	in Overriding Royalties

Initial: Parker

Initial: Drake

PK
ER

less	\$500	in Texas Oil tax
equal	\$6,800	in Net Revenue
s		less \$2000 (20%) operating costs (estimated)
times	5%	for Drake's revenue interest
equal	\$240	payable to Drake
s		

ARTICLE 7: DRILLING OF NEW WELLS / ADDITIONAL FUNDING NEEDS

Parker's goal it to continue adding additional wells as funds allow. Parker is open to additional JV agreements with Drake, if mutually agreed upon.

ARTICLE 8: COMPLETION COSTS

Parker shall conduct all operations hereunder in a good and workmanlike manner and without any unreasonable delays. Parker acknowledges that the entire cost, risk, liability and expense of testing, completing, and equipping any Well hereunder or converted for the implementation of secondary or tertiary recovery, including the cost of plugging and abandoning Well if dry, shall be borne exclusively by Parker.

ARTICLE 9: PAYMENTS

Parker and Drake agree that Parker will wire funds to Drake's corporate bank account within 5 business days of receipt of funds from the sale of any oil and/or gas produced from wells to which Drake is entitled to receive payment on Drake's working interest. Any mistakes of payments, shall be corrected/returned to the appropriate party within 3 business days. Parker shall pay to Drake up to 5% of the working interest as described elsewhere (further explained in Articles 6 of this agreement) in this agreement, until such payments total 1.5 times the funding provided by Drake, at which point in time, the total % working interest that Drake holds will be returned to Parker, leaving Drake with no working interest. Example: If Drake provides the full \$360,000, then said total ROI shall be \$540,000 and once paid back to Drake, Drake shall return the full working interest in the well(s) to Parker.

It is Parker's goal to become a public company. At such a time, after Drake is paid back the 1.5x ROI of the initial funding provided (\$540,000 if the total \$360,000 is provided), Drake has the option to purchase up to \$540,000 (up to 1.5x of the initial funding) worth of Parker Technologies rule 144 common shares, at a 20% discount to the previous 2 weeks average closing price. This option expires 3 months after the last payment is made based on the 1.5x ROI or 3 months after Parker has become a public company, whichever is later. These shares would be subject to a leak out agreement. In addition, Drake shall receive \$100,000 (payable at the 1 month mark after becoming a public company) worth of Parker Technologies rule 144 common shares, at a 20% discount to the previous 2 weeks average closing price, this is assessed on the

Initial: Parker

Initial: Drake

ER
[Signature]

working interest that would have been received had Drake not been paid in full. These shares are also subject to a leak out agreement.

ARTICLE 10: FAILURE TO PERFORM/TERMINATION

Drake understands the inherent high risk of oil well drilling, and that Parker may not be successful in its attempts to bring a well(s) into production. If Parker needs additional funding to complete a drilling project to bring it into production, Drake may provide such additional funds as needed and in return received prorated additional working interests in the (up to) 5 wells as described elsewhere in this agreement, as well as the 1.5x ROI on those additional funds.

ARTICLE 11 PRIOR AGREEMENTS AND NON-EXCLUSIVITY

Drake acknowledges that this Agreement shall be non-exclusive as to any portion of the wells not covered by the terms hereof.

ARTICLE 12: REASSIGNMENT OR RELINQUISHMENT

If, at any time, any Well hereunder should cease to produce in reasonable paying quantities, Parker shall 'move' the designated % working interest of Drake in said well to the next producing well. Example for illustration purposes only. Parker brings 7 wells into production, Drake has the (up to) 5% working interest in wells 1 through 5 but well 3's production is lackluster or non-existent, then Parker will move said (up to) 5% working interest to well 6, and so on.

ARTICLE 13: FORCE MAJUERE

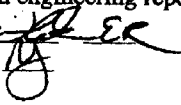
In the event that Parker shall be prevented from complying with any express or implied covenant of this Agreement, from conducting, drilling if any, or reworking operations, or from producing any oil, gas or other minerals by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure or federal or state law or any order, rule, or regulation of governmental authority, then while so prevented, Parker's obligation to comply with any covenant shall be suspended, and Parker shall not be liable in damages for failure to comply with the provisions of this Agreement; and provided that the cause of Parker's non-compliance is beyond Parker's reasonable control, this Agreement shall be extended whether before or after the terms provided herein while and so long as Parker is prevented by any cause from conducting drilling if any, or operations prior to or after establishing production or reworking operations on, or from producing oil or gas from the lease premises, and period of time while Parker is prevented from operating shall not be counted against Parker.

ARTICLE 14: FURNISHING INFORMATION

During the terms of this JV Agreement, Parker shall provide to Drake (and Drake alone) copies of data and information to include, but not limited to, production records, accounting data, geological and engineering report, testing reports and well logs.

Initial: Parker

Initial: Drake

Handwritten initials for Parker and Drake. The initials for Parker appear to be 'Parker' and for Drake, 'Drake'.

ARTICLE 15: INSURANCE

Parker shall carry insurance to cover the testing, and completing of any well newly drilled, reconditioned or reworked, together with all operations in connection therewith on the Contract Lands, and upon request Parker shall furnish Drake with certificates of insurance evidencing coverage.

ARTICLE 16: INDEMNITY

To the extent allowed by law, Drake agrees to release, defend with an attorney of its choice, indemnify and hold harmless Parker, its employees, directors, shareholders and officers from and against any all liabilities, claims, demands, causes of action, damages, losses, liens suits, judgments, fines penalties and expenses (collectively "claims") arising from or in any way related to directly, exclusively the operations and activities of Drake, its affiliates, subordinates, parents, contractors, and subcontractors and any of their respective employees, agents and representatives on the subject lands, including without limitation, any claims for personal injury, including death or property damage provided. However that any language herein to the contrary notwithstanding, in the event Parker participates with a working interest in any lease under this agreement in the subject lands, the defense and indemnity obligations or the arties hereto for any claims arising from or related to such well during the period that Parker is a participating working interest owner will be governed exclusively by the terms of the operating agreement.

Parker shall to the extent allowed by law, release, defend, indemnify and hold harmless Drake, its employees, directors, shareholders and officers, from and against any all liabilities, claims demands, causes of action, damages, losses, liens, suits, judgments, fines, penalties, and expenses (including without limitation reasonable attorney fees, court costs, costs of investigation, amounts paid in settlement, amounts awarded by arbitrators, adjustment, expenses, expert witness fees and expenses, and all other costs associated with or related to litigation, (mediating or any dispute) of any kind or nature in connection with any claims for personal injuries, including death or property damage arising out of or relating to the activities or Parker, its affiliates, subordinates, parents, contractors, and subcontractors and any of their respective employees, agents and representatives, on the contract lands as specified in the agreement.

ARTICLE 17: TITLES

Parker makes no representation and disclaims all warranties, whether express, implied or statutory, as to its title to the Subject Lands. At any time after Drake's acceptance hereof and upon Drake's written request Parker shall make available to Drake, at Drake's cost, copies of all non-privileged instruments pertaining to Parker's title that it may have in its possession, but Parker shall not be obligated to purchase or otherwise acquire or provide any new additional or supplemental documents.

Initial: Parker
Initial: Drake

Handwritten initials for Parker and Drake. The initials for Parker appear to be 'P' and 'D' with a flourish, and the initials for Drake appear to be 'D' and 'K' with a flourish.

ARTICLE 18: ASSIGNABILITY

Parker nor Drake may assign or transfer this agreement in whole or in part without the expressed written approval of both Parker and Drake.

ARTICLE 18: NOTICES

Any notices, documents or information required to be given or furnished under the terms of the agreement shall be deemed to have been properly given or furnished when addressed to the parties hereto and sent by certified mail, return receipt or by fax to:

PARKER:

Parker Technologies LLC
130 W. Main St.
Suite 144-317
Collegeville, Pa. 19426
484-961-7052

DRAKE:

Drake Gold Resource Inc
311 Division St.
Carson City, NV 89703
530-405-3547

ARTICLE 20: RESERVATION OF RIGHTS

Parker reserves the right to use the funds provided by Drake as it sees fit, including but not limited to using said funds to facilitate additional JV agreements so long as such monies are used to assist in furthering drilling of the HOGE project wells.

ARTICLE 21: CONFIDENTIALITY

Parker and Drake shall be obligated to treat all information obtained from any lease under this agreement on the leases and information obtained from operations conducted under this Agreement on the lease as strictly confidential and shall not disclose Confidential Information to any third-parties without the other party's prior written consent, provided, however, neither Party shall be restricted by the obligations set forth in this section from disclosing such information as required pursuant to applicable law and/or regulations. Drake will not use knowledge of Parker's

Initial: Parker

Initial: Drake

Handwritten initials for Parker and Drake. The Parker initials are 'Parker' and the Drake initials are 'Drake'.

leases and business goals to put itself in an advantageous position to profit from Parker's additional lease acquisitions.

ARTICLE 22: BROKERS

Each of the parties represents and warrants, that with the exception of Leonard Lovallo, neither they nor any of them nor any director, officer, agent or employee acting on their behalf has retained any broker or finder in connection with the transactions contemplated by this Agreement. Drake and Parker shall individually be responsible for any fees payable to Leonard Lovallo as per their respective agreements with Leonard Lovallo.

ARTICLE 23: RELATIONSHIP OF THE PARTIES

The liability of Drake and Parker shall be several and not joint or collective. Drake and Parker shall be responsible only for its own obligations incurred hereunder.

ARTICLE 24: GOVERNING LAW

This Agreement and all matters pertaining hereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the laws of the State of Wyoming..

ARTICLE 25: ENTIRE AGREEMENT

This Agreement and the Exhibits hereto set forth all understandings between the parties respecting the subject matter hereof and all prior agreements, understandings and representation, whether oral or written respecting this transaction are merged into and superseded by this written Agreement.

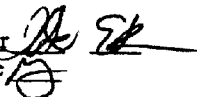
ARTICLE 26: WAIVERS

This Agreement may not be altered or amended, nor any rights hereunder waived, except by an instrument, in writing, executed by the party to be charged with such amendment or waiver. No waiver of any other term, provision or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as a further or continuing waiver of any such term, other provision or condition, or as a waiver of any other term, provision or condition of this Agreement. If changes are agreed upon, they must be signed in front of a Notary Public along with said Notary's Seal and signature.

ARTICLE 27: SEVERABILITY

If any provision of this Agreement is declared invalid, illegal or incapable of being enforced, all other provisions of this Agreement shall nevertheless remain in full force and effect, so long as the economic or legal substance of the transaction contemplated hereby is not affected in a materially adverse manner with respect to either party.


Initial: Parker
Initial: Drake

Handwritten initials for Parker and Drake. The initials for Parker appear to be 'PK' and for Drake 'D'. There are some additional scribbles and a circular mark below the Drake initials.

IN WITNESS WHEREOF, this Agreement is executed on the dates indicated below opposite the signatures of the parties hereto:

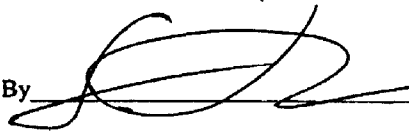
PARKER

Parker Technologies LLC

By  on behalf of Parker Technologies LLC

Harald van der Kam, Managing Member

Dated: 10 - July 12

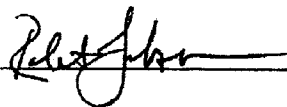
By  on behalf of Parker Technologies LLC

Gene Rineer, Member



Dated: 10 July 12

DRAKE

Drake Gold Resources Inc

By 

Dated: 7/10/12

Initial: Parker 
Initial: Drake 

AMENDED FINAL PURCHASE AND SALE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is dated for reference the 6th day of September, 2012 (the "Effective Date") and supersedes all other agreements made between the parties.

AMONG:

DRAKE GOLD RESOURCES, INC.

A corporation incorporated under the laws of the state of Nevada, with an executive office at 311 S Division Street Carson City, Nevada 89703

(the "**Buyer**")

AND:

******* TRUST**

a trust organized and formed according to the laws of the Province of Ontario, with an executive office at *****, Ontario *****

(the "**Seller**")

WHEREAS the Seller wishes to sell to the Buyer, and the Buyer wishes to purchase from the Seller, all of the rights to certain assets of Seller (as listed below), as contemplated by and on the terms set forth in this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. PURCHASE AND SALE

1.1 Subject to the terms of this Agreement, the Buyer agrees to purchase all of the rights to certain assets owned by Seller where ownership will be assigned to Buyer at Closing. Said assets consist of land leases containing oil and gas wells and are specifically set forth in the attached Exhibit A.

1.2 As consideration for assignment of Seller's leases to Buyer according to paragraph 1.1 above, Seller shall receive a working interest in all oil and gas producing wells located on leased land described in Exhibit A and operated by Buyer according to the following terms:

(a) Seller shall receive a 50% working interest in each financed well operated by Buyer as defined below and further terms fully explained in 1.3

(b) Seller shall receive a 100% working interest in each non-financed or paid off well operated by Buyer as defined below.

(c) Definitions:

- i) Working interest shall mean 100.0% of net production revenue.
- ii) Net production revenue shall mean gross production revenue reduced by lease royalties and production costs.
- iii) A financed operating well shall mean a well in which Buyer has invested funds for development as set forth at paragraph 1.3. A financed operating well shall allocate 50.0% of its working interest (net production revenue) for the development of additional wells until the lease has been completely developed as outlined in 1.3 below. .
- iv) A non-financed operating well shall mean a well that has distributed sufficient working interest proceeds to pay back in full all funds invested to develop it or is operating without the use of invested development funds or wells that have not been provided financial resources by Drake for development..

1.3 Conditions of Sale. As a condition of sale with respect to the Glover lease, seller must receive in consideration a total of \$500,000 by the end of a two year period in addition to any additional funds invested by seller. The Seller shall receive all revenues generated from the property until the acquisition price has been paid or an alternative agreement has been reached. The \$500,000 owed to the seller will not be paid by funds obtained from the working interest that the seller is otherwise entitled to. Buyer shall then receive a 100% working interest and have title to the lease. Seller agrees that full amount of monies that were previously invested in the wells on the Glover lease by Drake will be forwarded to the operator and be used towards the development of another lease once seller liquidates the oil held in the storage tanks.

With respect to all the other leases with the Glover lease being the exception, once the leases, in which the buyer has invested into, pays seller out a working interest dollar amount based on the formula below, Buyer will be entitled to 100% working interest and a full title transfer. However, seller will be entitled to 12.5 % of the gross revenues that shall be registered in PA with the refinery which will directly pay the seller from the purchase value of oil over a three-year period from the date that seller is completely paid out based on the formula below for existing wells. In addition, seller will receive 12.5% of gross revenues that shall be registered in PA with the refinery which will directly pay the seller from the purchase value of oil over a three-year period on all new wells drilled.

Formula:

\$250k multiplied by n/281 wells

281 wells are the total wells not including the ones on the Glover lease
"n" represents the number of wells on each lease.

As an example, with regards to the Myers lease, once Seller receives \$10,676 in working interest, Buyer will be entitled to a 100% working interest and title to the lease with the NRI obligations discussed above.

\$250,000 multiplied by 12/281= \$10,676

1.4 Buyer agrees to provide funding for development with a goal of funding not less than two (2) wells per month during months when weather permits as determined by Buyer's operating personnel.

1.5 Buyer shall receive no working interest in each non-financed or paid off well.

1.6 Buyer will put its working interest back into the rework of the others wells until a lease is owned in its entirety at which point Buyer will start receiving the working interest that it is entitled to subject to the NRI limitations discussed in 1.3.

1.7 If Seller invests additional monies into any lease that Buyer has also deployed funds into for reworks or the drilling of new wells, Seller is entitled to reimbursement for that amount in working interest before title has been transferred to Buyer and the Buyer receives any working interest.

2. CLOSING

The closing of the transactions contemplated by this Agreement (the "Closing") shall occur as soon as practicable after this Agreement is executed by the parties hereto,

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Seller

- (a) Organization; Power. The Seller is a trust organized, formed and legally existing under the laws of the Province of Ontario , and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder.
- (b) Authorization. The execution, delivery and performance of this Agreement and all other agreements contemplated by this Agreement to which the Seller is a party have been duly and validly authorized by all necessary action of the Seller. This Agreement and all other agreements contemplated by this Agreement, when executed and delivered by the parties thereto, shall constitute legal, valid, and binding obligations of the Seller, enforceable against the Seller in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency and similar laws affecting the rights of creditors generally or judicial limits on equitable remedies.
- (c) Conduct of Business; Liabilities. the Seller is not in default under, and no condition exists that with notice or lapse of time or both would constitute a default of the Seller under:
 - (i) any mortgage, loan agreement, indenture, evidence of indebtedness, or other instrument evidencing borrowed money to which the Seller is a party or by which the Seller is bound; or

- (ii) any judgment, order or injunction of any court, arbitrator or governmental agency that would reasonably be expected to affect materially and adversely the assets of the Seller's business, financial condition or results of operations.
- (d) No Adverse Consequences. The execution, delivery and performance of this Agreement by the Seller will not:
 - (i) result in the creation or imposition of any lien, security interest, charge or encumbrance on the seller's assets;
 - (ii) violate or conflict with, or result in a breach of, any provision of the Seller's governing documents;
 - (iii) violate any law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority applicable to the Seller, or
 - (iv) conflict with, constitute grounds for termination or acceleration of, result in the breach of the terms, conditions, or provisions of, result in the loss of any benefit to the Seller under, or constitute a default under (whether by virtue of the application of a "change of control" provision or otherwise) any agreement, instrument, license or permit to which either the Seller is a party or by which the Seller is bound.
- (e) No Undisclosed Liabilities. Except for as set forth herein or in recorded filings against seller or the assets transferred herein, the assets transferred herein are not subject to any material liability or obligation.
- (f) Litigation. Except as set forth in below, there are no actions, suits, proceedings, orders, investigations, or claims pending or, to the Seller's knowledge, threatened against the Seller or any of the Seller's assets, at law or in equity, and the Seller is not subject to any arbitration proceedings or, to the Seller's knowledge, any governmental investigations or inquiries.
- (g) Tax Matters. The Seller has filed all United States, state, local and foreign tax returns and reports required to be filed and has paid all taxes shown as due thereon, and no taxing authority has asserted any deficiency in the payment of any tax or has informed the Seller that it intends to assert any such deficiency or to make any audit or other investigation of the Seller for the purpose of determining whether such a deficiency should be asserted against the Seller.
- (h) Compliance with Laws. The Seller is in material compliance with all laws, statutes, ordinances, regulations, orders, judgments or decrees applicable to it, the enforcement of which, if the Seller were not in compliance therewith, would have a material adverse effect on the business and operations of the Seller. The Seller has not received any notice of any asserted present or past failure by the Seller to comply with such laws, statutes, ordinances, regulations, orders, judgments or decrees.

- (i) Environmental, Health and Safety Matters. The Seller makes no representations regarding compliance with licenses and other authorizations that may be required pursuant to applicable environmental, health and safety legislation for its assets and operations. The Buyer shall have thirty (30) days from the date of closing to complete its own due diligence regarding all environmental and regulatory issues and may rescind this agreement or request modification during this time based on its due diligence findings. This due diligence period may be extended by any days in which weather conditions prevent Buyer from conducting due diligence.
- (j) Permits and Licenses. The Seller holds, and at all times has held, all permits necessary to operate its business pursuant to all applicable statutes, laws, ordinances, rules and regulations of all government bodies, agencies and other authorities, except when the failure to hold any permit would not have a material adverse effect on the business. The Seller is in material compliance with all the terms of each permit, and there are no claims of material violation by the Seller of any permit. All applicable government entities and agencies that have issued any permits have consented or, prior to the Closing, shall have consented (when such consent is necessary) to the transfer of its assets without requiring any modification of the Seller's rights or obligations under such permits.
- (k) Accuracy of Representations and Warranties. None of the representations and warranties of the Seller contain any untrue statement of material fact or omit any material fact necessary to make the statements contained in this Agreement not misleading.

3.2 Representations and Warranties of the Buyer

- (a) Organization; Power. The Buyer is a corporation incorporated and legally existing under the laws of the state of Nevada, and has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder.
- (b) Authorization. The execution, delivery and performance of this Agreement and all other agreements contemplated by this Agreement to which the Buyer is a party have been duly and validly authorized by all necessary corporate action of the Buyer. This Agreement and all other agreements contemplated by this Agreement, when executed and delivered by the parties thereto, shall constitute legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency and similar laws affecting the rights of creditors generally or judicial limits on equitable remedies.
- (c) No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by the Buyer shall not:
 - (i) violate or conflict with, or result in a breach of, any provision of the Buyer's Articles of Incorporation or Bylaws;
 - (ii) violate any law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority applicable to the Buyer; or

- (iii) conflict with, constitute grounds for termination or acceleration of, result in a breach of the terms, conditions, or provisions of, result in the loss of any benefit to the Buyer under, or constitute a default under (whether by virtue of the application of a "change of control" provision or otherwise) any agreement, instrument, license or permit to which either the Buyer is a party or by which the Buyer is bound.
- (d) Governmental Authorities. The Buyer is not required to submit any notice, report, or other filing with any government or regulatory authority in connection with the Buyer's execution, delivery and performance of this Agreement, and no consent, approval, or authorization of any government or regulatory authority is required to be obtained by the Buyer in connection with the Buyer's execution, delivery and performance of this Agreement.
- (e) No Undisclosed Liabilities. Except as set forth elsewhere in this agreement, the Buyer has no other liabilities for environmental, labor or tax matters or to any vendors or other parties.
- (f) Litigation. There are no actions, suits, proceedings, orders, investigations or claims pending or, to the Buyer's knowledge, threatened against the Buyer or its properties, assets, operations or businesses, at law or in equity, and the Buyer is not subject to any arbitration proceedings or, to the Buyer's knowledge, any governmental investigations or inquiries.
- (g) Accuracy of Disclosures. All public disclosures of Buyer made in compliance with any regulatory body are true and correct and do not contain any untrue statement of material fact or omissions of any material fact.
- (h) Tax Matters. The Buyer will file all United States, state, local and foreign tax returns and reports required to be filed (with the exception of the United States income tax returns for all of the years it has missed) and will pay all taxes shown as due thereon, and no taxing authority has asserted any deficiency in the payment of any tax or has informed the Buyer that it intends to assert any such deficiency or to make any audit or other investigation of the Buyer for the purpose of determining whether such a deficiency should be asserted against the Buyer. The Buyer has not yet filed the United States income tax returns for the past few tax years, because Buyer desires to coordinate those returns with the completed financial reports for those years in order to avoid having to later amend those returns to account for accounting changes. Buyer incurred losses for all of those years so there is no tax liability or penalties of any sort anticipated to be assessed for either of those years and the appropriate returns will be filed as soon as the appropriate financial reports are available.
- (i) Accuracy of Representations and Warranties. None of the representations or warranties of the Buyer contain any untrue statement of material fact or omit any material fact necessary to make the statements contained in this Agreement not misleading.

- 3.3 All representations, warranties, covenants and agreements made in this Agreement or in any exhibit, schedule, certificate or agreement delivered in accordance with this Agreement shall survive the Closing. The Seller's and Buyer's representations and warranties shall survive the Closing for a period of not less than two (2) years, with the exception of warranties of title, which shall survive in accordance with the provisions of applicable laws.

4. CONDITIONS PRECEDENT

4.1 Conditions Precedent to the Buyer's Obligations

- (a) Available Information. The Seller shall have provided the Buyer with all available information regarding the assets being purchased including all financial statements, maps, lease copies, geological data or information, production history and all other information pertinent to these leases.
- (b) Representations and Warranties. Each of the representations and warranties made by the Seller in this Agreement shall be true and correct in all material respects at the Closing with the same effect as though such representations and warranties were made at that time, except for changes contemplated, permitted or required by this Agreement. The Seller shall have performed and complied with all agreements, covenants and conditions required of the Seller under this Agreement.
- (c) No Proceeding or Litigation. No action, investigation, suit or proceeding by or before any court, government or regulatory authority shall have been commenced and be continuing against the Seller, and no action, investigation, suit or proceeding shall have been threatened against the Seller or any of its affiliates, associates, officers or directors, seeking to restrain, prevent or alter the terms of this Agreement, questioning the validity or legality of this Agreement or seeking damages in connection with this Agreement other than what has been disclosed herein.
- (d) Corporate Action. The Seller shall have furnished the Buyer with a copy, certified by an authorized signatory of the Seller, of the Seller's resolutions authorizing the execution, delivery and performance of this Agreement.

4.2 Conditions Precedent to the Seller's Obligations

- (a) Representations and Warranties. Each of the representations and warranties made by the Buyer in this Agreement shall be true and correct in all material respects at the Closing with the same effect as though such representations and warranties were made at that time, except for changes contemplated, permitted or required by this Agreement. The Buyer shall have performed and complied with all agreements, covenants, and conditions required of the Buyer under this Agreement.
- (e) No Proceeding or Litigation. No action, investigation, suit or proceeding by or

before any court, government or regulatory authority shall have been commenced and be continuing against the Buyer, and no action, investigation, suit or proceeding shall have been threatened against the Buyer or any of its affiliates, associates, officers or directors, seeking to restrain, prevent or alter the terms of this Agreement, questioning the validity or legality of this Agreement or seeking damages in connection with this Agreement other than what is disclosed in this agreement.

- (f) Corporate Action. The Buyer shall have furnished the Seller with a copy, certified by an authorized signatory of the Buyer, of the Buyer's resolutions authorizing the execution, delivery and performance of this Agreement.

5. CONDUCT OF THE SELLER PENDING THE CLOSING

- 5.1 Prior to the Closing, the Seller shall operate the its business in a manner consistent with past practice, and the Seller shall continue to use its reasonable efforts to keep available the services of current management and to preserve its current relationships with persons having business dealings with it.
- 5.2 Prior to the Closing, the Seller shall use, preserve and maintain, as far as practicable, in the ordinary course of business, all of its assets and business operations to the same extent and in the same condition as on the date of this Agreement. Without the Buyer's prior written consent, the Seller shall not sell, transfer or encumber its assets or make any commitments relating to said assets, except in the ordinary course of business.
- 5.3 The Seller shall comply in all material respects with all statutes, laws, ordinances, rules and regulations applicable to the Seller and its business operations in the ordinary course of business.
- 5.4 Prior to the Closing, the Seller shall notify the Buyer promptly of any material and adverse change in its assets or business operations.

6. JOINT COVENANTS

- 6.1 Without limiting any other obligations of the Seller and the Buyer herein, the Seller and the Buyer shall each use their best efforts to comply with all applicable securities laws and to satisfy the conditions set forth in this Agreement.
- 6.2 No press releases, other public announcements or notices to customers concerning the transactions contemplated by this Agreement shall be made by the Buyer or the Seller without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that nothing herein shall prevent the parties from supplying information or making statements as required by any government authority or in order for the parties to satisfy their legal obligations (prompt notice of which shall, in any such case, be given to the parties).
- 6.3 On the reasonable request of any party after the Closing, the other parties shall take all action and execute all documents and instruments necessary or desirable to consummate and give effect to this Agreement.

7. TERMINATION

7.1 This Agreement may only be terminated in writing with the mutual consent of the parties hereto.

8. GENERAL PROVISIONS

8.1 Waiver. The failure of any party to comply with any obligation, covenant, agreement or condition in this Agreement may be waived by the party entitled to the performance of such obligation, covenant or agreement or by the party who has the benefit of such condition, but such waiver or failure to insist on strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8.2 Amendment. This Agreement may not be amended unless consented to in writing by the Buyer and the Seller.

8.3 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party hereto.

8.4 Notices. Any notice or communication required or permitted to be given under this Agreement shall be given in writing and shall be considered to have been given if delivered by hand, transmitted by facsimile transmission or mailed by prepaid registered post in the United States, to the address or facsimile transmission number of each party set out below:

To the Buyer:

Drake Gold Resources, Inc.
Attn: Peter Matousek
311 S Division Street
Carson City, Nevada 89703

To the Seller:

Vaughan, Ontario *****

or to such other address or facsimile transmission number as either party may designate in the manner set out above;

Any notice or communication shall be considered to have been received:

(a) if delivered by hand during business hours on a business day, upon receipt by a

responsible representative of the receiving party, and if not delivered during business hours, upon the commencement of business on the next business day;

- (b) if sent by facsimile transmission during business hours on a business day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next business day; and
- (c) if mailed by prepaid registered post in the United States, upon the fifth business day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication shall be delivered by hand or sent by facsimile transmission.

- 8.6 Arbitration. All disputes arising under this Agreement shall be arbitrated by a mediator agreed upon by the parties prior to commencing any litigation.
- 8.7 Currency. All references to currency in this Agreement are to U.S. dollars unless otherwise stated.
- 8.8 Time of the Essence. Time shall be of the essence of this Agreement.
- 8.9 Invalidity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and any such invalid or unenforceable provision shall be deemed to be severable.
- 8.10 Entire Agreement. The provisions of this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
- 8.11 Enurement. This Agreement shall enure to the benefit of and be binding upon the parties and, except as otherwise provided or as would be inconsistent with the provisions of this Agreement, their respective heirs, executors, administrators, successors and assigns.
- 8.12 Independent Legal Advice. Each of the parties to this Agreement confirms and acknowledges that it has been provided with an opportunity to seek independent legal advice with respect to its rights, entitlements, liabilities and obligations hereunder and understands that it has been recommended that such advice be sought prior to entering into this Agreement.
- 8.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that this Agreement is signed by one party and faxed to another, the parties agree that a faxed signature shall be binding upon the parties as though the signature was an original.
- 8.14 Venue. This agreement may be interpreted under the laws of the State of Nevada and any and all legal actions shall hold venue in the State of Nevada

IN WITNESS WHEREOF this Agreement has been executed by the parties, and is effective as of the date of the last signature appearing below.

[REDACTED]

[REDACTED]
By: Trustee

September 19/2012
Date

DRAKE GOLD RESOURCES INC.

Per: [Signature]
By: Peter Matousek, its President / CEO

09-19-2012
Date

EXHIBIT A

TRANSFER OF ASSETS

The Seller shall transfer the following assets to Drake Gold Resources, Inc., a Nevada corporation. The attached table is an estimate of the assets being transferred and may vary plus/minus in number of wells and acreage.

Fields and Production Description:

<u>Name</u>	<u>L.P.</u>	<u>County</u>	<u>Township</u>	<u>Area</u>	<u>Acreage</u>	<u>Wells</u>	<u>Operating Wells</u>	<u>Prodn bbl/day</u>	<u>Net Revenue Interest</u>
Glover	I	Venango	President	Eagle Rock	80	18	16	10.4	87.5%
Master	VI	Venango	Cranberry	Van - SGL 45	457	50	2	0.7	87.5%
Myers	VII	Venango	Cranberry	Van - SGL 45	66	12	2	1.6	87.5%
Morrison	VIII	Venango	Cranberry	Seneca	396	60	6	2.8	87.5%
Frank Farm	IX	Venango	Cranberry	Seneca	50	12	2	1.6	78.1%
Rensma	X	Venango	Cranberry	Van - SGL 45	559	147	1	0.1	87.5%