

ACQUISITION OF ASSETS

This Acquisition Agreement (the "Agreement") dated April 13, 2012 by and between, **U.S. Energy Initiatives Corp** hereinafter known as the "Buyer", and **AM Oil Resources & Technology, Inc.**, hereinafter known as the "Seller". Collectively, the Buyer and Seller shall be known as the "Parties".

WITNESSETH

WHEREAS, the sale and purchase of the proposed assets established by the terms and the conditions set forth in the Letter of Intent (Exhibit A), at the Closing, the Sellers shall sell, convey, assign, deliver and transfer to the Buyer, all of the Assets of the Seller and the Buyer shall buy and take possession of all of the Sellers' rights, title and interest to their Assets (Exhibit A).

WHEREAS, the sum total of asset to be delivered as consideration for the covenants made within Exhibit A, the Seller shall is required at the Closing to issue to Buyer the following:

WHEREAS, a stock certificate is required to be transferred to the Buyer described as; a stock certificate representing thirty million (30,000,000) post split fully paid and non-assessable restricted shares of Seller's common stock; which further represent the total shares, options, warrants ever issued by the Seller.

WHEREAS, the Seller shall issued 1 (one) stock certificate in the name of the Buyer, signed by the President and the Secretary of the Seller, representing the sole issued and outstanding shares of the Company (See Exhibit "A"); further representing the sole ownership of the Seller.

WHEREAS, the sale and purchase of the assets established by the terms and the conditions set forth in Exhibit A noted that at Closing, the Seller sold, conveyed, assigned, delivered and transferred to the Buyer, all of the Assets and the Buyer shall take possession of all of the Sellers' right, title and interest to all of the Sellers Assets for 2.5 million shares of preferred stock of the Buyer and an unspecified number of Common Stock to be issued at a later date and money;

WHEREAS, it is hereby noted, that the intent of this agreement is to transfer the debt and terms from the October 20, 2008 Intellectual Property Assignment Agreement to the Seller at the Closing, as well as, all assets;

WHEREAS, the result of this acquisition, U.S. Energy Initiatives Corp. assumed all of the assets and liabilities of AM Oil Resources & Technology, Inc.

BE IT RESOLVED, by the parties that it is acknowledged that the \$500,000.00 debt for the intellectual property assignment has been assumed by the Buyer and that the parties shall be governed by the agreement (in Exhibit A) until changed or modified by written notification from the debtor.

NOW, THEREFORE, the Seller and Buyer hereby mutually covenant and agree as follows:

That stock certificate #1 (Exhibit "A") referencing sole title and interest to the Seller shall be held in trust with The Law Offices of Thomas C. Cook, Ltd. Nevada Trust Account 500 N. Rainbow Blvd., and Suite 300 Las Vegas, Nevada 89107 until the provisions of this agreement are completed by the Parties.

Upon notification from the Buyer, that fulfillment of the statutes has been completed; such certificate shall be immediately tendered to the Buyer.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Agreement Binding: The terms of this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Attorney's Fees: In the event of arbitration, suit or action is brought by any party under the terms of this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator, trial court, and/or appellate court.

Governing Law: The terms of this Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Nevada.

Severability: If any provision of the terms of this Agreement is held to be illegal, invalid or unenforceable under the present or future laws effecting the term hereof, such provision shall be fully severable and the terms of this Agreement shall be construed as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of the terms of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Agreement

as of the 13th day of April, 2012



By: _____
U.S. Energy Initiatives Corp



By: _____
AM Oil Resources & Technology, Inc.