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## Section 1: SC 13D/A (SC 13D/A)

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

**SCHEDULE 13D**  
**Under the Securities Exchange Act of 1934**  
(Amendment No. 60)\*

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT**  
**TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO**  
**RULE 13d-2(a)**

**PERSHING GOLD CORPORATION**

(Name of Issuer)

**COMMON STOCK, PAR VALUE \$0.0001 PER SHARE**

(Title of Class of Securities)

**715302204**

(CUSIP Number)

**Copy to:**

**Barry C. Honig**  
**215 SE Spanish Trail**  
**Boca Raton, FL 33432**  
**561-307-2287**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**September 19, 2018**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b>  Barry Honig	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b>	
		(a) <input type="checkbox"/> (b) <input type="checkbox"/>
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS</b> PF, WC	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(e) or 2(f)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	<b>SOLE VOTING POWER</b> 2,805,217 (1)
	<b>8</b>	<b>SHARED VOTING POWER</b> 11,475,173 (1)
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 2,805,217 (1)
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 11,475,173 (1)
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 14,280,390 (1)	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 38.08% (2)	
<b>14</b>	<b>TYPE OF REPORTING PERSON</b> IN	

- (1) Includes (i) 2,805,217 shares of Common Stock held by Mr. Honig, individually, (ii) 432,077 shares of Common Stock held by Mr. Honig and his spouse, Renee Honig, as tenants by the entirety, (iii) 5,193,568 shares of Common Stock held by GRQ Consultants, Inc. 401K ("GRQ 401K") of which Mr. Honig is Trustee and in such capacity is deemed to hold voting and dispositive power over the securities held by GRQ 401K, (iv) 121,500 shares of Common Stock held by GRQ Consultants, Inc. ("GRQ Inc.") of which Mr. Honig is President and in such capacity is deemed to hold voting and dispositive power over the securities held by GRQ Inc., (v) 1,763,522 shares of Common Stock held by GRQ Consultants, Inc. Roth 401K FBO Barry Honig ("Roth 401K") of which Mr. Honig is Trustee and in such capacity is deemed to hold voting and dispositive power over the securities held by Roth 401K, (vi) 89,148 shares of Common Stock held by GRQ Consultants, Inc. Defined Benefit Plan ("GRQ DBO") of which Mr. Honig is President and in such capacity is deemed to hold voting and dispositive power over the securities held by GRQ DBO, (vii) 396,039 shares of Common Stock issuable upon exercise of warrants held by GRQ 401K, (viii) 1,495,606 shares of Common Stock issuable upon conversion of Series E Preferred Stock held by GRQ 401K, (ix) 731,892 shares of Common Stock issuable upon conversion of Series E Preferred Stock held by Roth 401K, (x) 205,425 shares of Common Stock issuable upon conversion of Series E Preferred Stock held by GRQ DBO, (xi) 301,950 shares of Common Stock issuable upon conversion of Series E Preferred Stock held by Mr. Honig, and (xii) 744,446 shares of Common Stock issuable upon exercise of stock options held by Mr. Honig which are fully vested and exercisable at any time upon Mr. Honig's election.
- (2) Based on 33,629,260 shares of Common Stock outstanding as of August 17, 2018 as reported by the Issuer in its Prospectus, filed by the Issuer with the SEC pursuant to Rule 424(b)(3) under the Securities Act of 1933 on August 31, 2018, plus the shares of Common Stock underlying the Series E Preferred Stock, warrants and stock options referred to in footnote (1).

**Item 1. Security and Issuer**

This Amendment No. 60 to Schedule 13D (this "**Amendment No. 60**") relates to the common stock, par value \$0.0001 per share (the "**Common Stock**"), of Pershing Gold Corporation, a Nevada corporation ("**Issuer**"), which is located at 1658 Cole Boulevard, Building 6-Suite 210, Lakewood, CO 80401. This Amendment No. 60 amends and supplements, as set forth below, the information contained in Items 1, 2, 4, 5 and 6 of the Schedule 13D filed by the Reporting Person with respect to the Issuer on May 31, 2012, as amended, supplemented and restated from time to time (as so amended, including, without limitation, pursuant to this Amendment No. 60, the "**Schedule 13D**"). All capitalized terms used herein but not defined herein have the meanings set forth in the Schedule 13D. Except as amended by this Amendment No. 60, all information contained in the Schedule 13D is, after reasonable inquiry and to the best of the Reporting Person's knowledge and belief, complete and correct as of the date of this Amendment No. 60.

**Item 2. Identity and Background**

Item 2 of the Schedule 13D is hereby amended and restated to read in its entirety as follows:

(a) This statement is being filed by Barry Honig ("**Mr. Honig**" or the "**Reporting Person**"), with respect to the shares of Common Stock held by Mr. Honig, individually, by Mr. Honig and his spouse, Renee Honig, as tenants by the entirety, and through each of GRQ 401K, GRQ Inc., Roth 401K and GRQ DBO (collectively, the "**Honig Entities**").

Any disclosures herein with respect to persons other than the Reporting Person are made on information and belief after making inquiry to the appropriate party.

(b) The Reporting Person's business address is 215 SE Spanish Trail, Boca Raton, FL 33432.

(c) N/A

(d) During the last five years, the Reporting Person has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, the Reporting Person has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations with respect to such laws.

(f) Mr. Honig is a citizen of the United States.

**Item 4. Purpose of Transaction.**

Item 4 of the Schedule 13D is hereby amended and restated in its entirety as follows:

All of the Issuer's securities beneficially owned by the Reporting Person were acquired for investment purposes only. The Reporting Person may, at any time, review or reconsider his position with respect to the Issuer and formulate plans or proposals with respect to any of such matters, as more fully described below.

The Reporting Person has recently engaged in, and may continue to engage in, discussions with management and security holders of the Issuer and other persons with respect to the subject class of securities, the Issuer, the Issuer's industry, business, condition, operations, structure, governance, management, capitalization, policies, plans, and prospects and related and other matters. In particular, the Reporting Person has engaged in and may continue to engage in discussions with management and security holders of the Issuer, as well as the Issuer's financial and other advisors, regarding a change of control and/or potential sale/strategic alternative evaluation process involving the Issuer. The Reporting Person plans and proposes to review and analyze such Reporting Person's interest in the Issuer on a continuing basis and may continue to engage in such discussions, as well as discussions with the Issuer, the Issuer's directors and officers and other persons related to the Issuer, as the Reporting Person deems necessary or appropriate in connection with the Reporting Person's interest in the Issuer.

Depending upon the factors described below and any other factor that is or becomes relevant, the Reporting Person may develop plans and proposals to: (a) acquire additional amounts of the subject class of securities or different equity, debt, or other securities of the Issuer, derivative securities related to securities of the Issuer or other securities related to the Issuer or other third parties (collectively, "Issuer-Related Securities") or a combination or combinations of Issuer-Related Securities, including by purchase or other method, pursuant to open market purchases or sales, private transactions, tender offers, or other transactions, using borrowed or other funds or consideration of or from any source described herein or other source or via a combination or combinations of such methods, transactions, consideration, and sources; (b) dispose of all or part of the securities covered by this statement and any other Issuer-Related Securities, including by sale or other method, pursuant to open market purchases or sales, private transactions, tender offers, or other transactions or via a combination or combinations of such methods and transactions; (c) engage in financing, lending, hedging, pledging, or similar transactions involving the securities covered by this statement or other Issuer-Related Securities or a combination or combinations of such transactions; (d) engage in discussions and otherwise communicate with the Issuer, officers, directors, and security holders of the Issuer and other persons related to the Issuer with respect to Issuer-Related Securities, the Issuer, the Issuer's industry, business, condition, operations, structure, governance, management, capitalization, dividend policy, other policies, plans, and prospects and related and other matters; (e) suggest or recommend a transaction or transactions involving the acquisition, sale, or exchange of all or part of the Issuer-Related Securities or assets of the Issuer, other actions or a combination or combinations of such actions, in any case, which relates or relate to (or could result in) a change or changes to the Issuer's business, condition, operations, structure, governance, management, capitalization, policies, plans, and prospects and similar and other actions and changes; (f) make a proposal or proposals involving the acquisition or sale of all or part of the Issuer-Related Securities or assets of the Issuer; (g) make a proposal or proposals to request that the Issuer and/or the security holders of the Issuer consider an extraordinary or other transaction, such as a merger or reorganization, or a combination or combinations of such transactions; and (h) engage in a combination or combinations of the foregoing plans and/or proposals.

Each such plan or proposal may be subject to, and depend upon, a variety of factors, including (i) current and anticipated trading prices and the expected value of the applicable Issuer-Related Securities, (ii) the Issuer's financial condition and position, results of operations, plans, prospects and strategies, (iii) general industry conditions, (iv) the availability, form and terms of financing and other investment and business opportunities, (v) general stock market and economic conditions, (vi) tax considerations and (vii) other factors. Each acquisition, disposition, transaction, discussion, communication, suggestion, recommendation, proposal and other action described herein may be effected, made or taken, as applicable, at any time and/or from time to time without prior notice. Although the plans and proposals described herein reflect the plans and proposals presently contemplated by the Reporting Person with respect to the Issuer and the Issuer-Related Securities, as applicable, each such plan and proposal is subject to change at any time and from time to time dependent upon contingencies and assumed and speculative conditions and other factors, including actions taken by the Issuer, the Issuer's board of directors, other security holders of the Issuer and other parties and the outcome of the discussions, communications, transactions and other actions described herein. There can be no assurance that any such plan or proposal will be consummated or pursued or result in any transaction described herein or other transaction or that any action contemplated by any such plan or proposal (or any similar action) will be taken.

**Item 5. Interest in Securities of the Issuer.**

Item 5 of the Schedule 13D is hereby amended to read in its entirety as follows:

- (a) See rows (11) and (13) of the cover pages to this Schedule 13D for the aggregate number of shares of Common Stock and percentages of the shares of Common Stock beneficially owned by the Reporting Person. The percentages used in this Schedule 13D are calculated based upon 33,629,260 shares of Common Stock issued and outstanding as of August 13, 2018, as reported in the Prospectus filed by the Issuer with the SEC pursuant to Rule 424(b)(3) under the Securities Act of 1933 on August 31, 2018, and assumes the exercise of the reported warrants and options and the conversion of the reported preferred stock.
- (b) See rows (7) through (10) of the cover pages to this Schedule 13D for the number of shares of Common Stock as to which the Reporting Person has the sole or shared power to vote or direct the vote and sole or shared power to dispose or to direct the disposition.
- (c) The Issuer issued to the Reporting Person 47,661 shares of Common Stock on September 12, 2018, reflecting a conversion of 47,661 RSUs held by the Reporting Person, in connection with the Reporting Person's resignation from the Issuer's board of directors on August 29, 2018. Other than as reported in this Amendment No. 60 and the Schedule 13D (as amended to date), none of the Reporting Persons has effected any transactions involving the Common Stock or any other equity interests of the Company in the 60 days prior to filing this Amendment No. 60.

(d) To the best knowledge of the Reporting Person, no person other than the Reporting Person and the Honig Entities has the right to receive, or the power to direct the receipt of, dividends from, or the proceeds from the sale of, the shares of common stock held by the Reporting Person and the Honig Entities.

(e) N/A

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 6 of the Schedule 13D is hereby amended and supplemented by the addition of the following:

As reported in Amendment No. 59 to this Schedule 13D, on August 28, 2018 (the “**Closing Date**”), Mr. Honig completed a series of acquisitions in connection with a private transaction individually, and through GRQ 401K, pursuant to which Mr. Honig and GRQ 401K acquired an aggregate of 1,884,810 shares of the Common Stock (the “**Acquired Shares**”).

As reported in Amendment No. 59 to this Schedule 13D, on April 24, 2018, Mr. Honig entered into a share purchase agreement (as amended, the “**Exchange Agreement**”), pursuant to which Mr. Honig agreed to acquire an aggregate of 900,346 shares of the Acquired Shares in exchange for common shares of Levon Resources Ltd. (TSX: LVN) (“**Levon**”). Pursuant to the Exchange Agreement, Mr. Honig initially agreed to acquire 563,700 of the Acquired Shares from Levon in exchange for 5,637,000 common shares of Levon held by Mr. Honig and GRQ 401K agreed to acquire 326,346 of the Acquired Shares from Levon in exchange for 3,263,467 shares of Levon held by GRQ 401K. The Exchange Agreement is attached to this Schedule 13D as Exhibit 99.2 and incorporated herein by reference. A First Amendment to the Exchange Agreement, which was not reduced to a long form definitive written agreement, extended the final closing date with respect to the closing of the transactions contemplated by the Exchange Agreement. A Second Amendment to the Exchange Agreement, dated June 15, 2018, increased the number of Acquired Shares Mr. Honig agreed to acquire from 563,700 Acquired Shares to 574,000 Acquired Shares and increased the number of shares Levon must surrender in the exchange from 5,637,000 common shares of Levon to 5,740,000 common shares of Levon, for an aggregate of 900,346 Acquired Shares to be acquired by Mr. Honig and GRO 401K in exchange for an aggregate of 9,003,467 shares of Levon. The Second Amendment to Exchange Agreement is attached to this Schedule 13D as Exhibit 99.3 and incorporated herein by reference.

As reported in Amendment No. 59 to this Schedule 13D, on June 15, 2018, Mr. Honig and GRO 401K entered into a separate share purchase agreement with Levon (as amended, the “**Share Purchase Agreement**”), pursuant to which Mr. Honig agreed to acquire the remaining 984,464 Acquired Shares from Levon in exchange for an aggregate cash payment of US\$1,968,928. Pursuant to the Share Purchase Agreement, Mr. Honig initially agreed to purchase 250,000 Acquired Shares from Levon in exchange for US\$2.00 per share in cash and GRQ 401K agreed to purchase 764,431 Acquired Shares from Levon in exchange for US\$2.00 per share in cash. The Share Purchase Agreement is attached to this Schedule 13D as Exhibit 99.4 and incorporated herein by reference. Following execution of the Share Purchase Agreement, the parties agreed (verbally and through informal written communications) that the number of shares to be acquired by Mr. Honig was to be reduced to 220,033 Acquired Shares at the same price of US\$2.00 per share, so that the remaining 984,464 of the Acquired Shares would be acquired by Mr. Honig and GRO 401K from Levon pursuant to such Share Purchase Agreement, as amended. The full purchase price for such Acquired Shares was deposited into a third party escrow account at that time of execution of the Share Purchase Agreement, to be held pending the completion of the closing conditions set forth in the Share Purchase Agreement. Pursuant to the terms of the Share Purchase Agreement, on June 15, 2018, GRQ 401K acquired 125,000 of the Acquired Shares and on July 31, 2018, Barry Honig acquired another 125,000 of the Acquired Shares. Mr. Honig acquired the remaining aggregate 1,634,810 Acquired Shares under the Exchange Agreement and Share Purchase Agreement on the Closing Date following the satisfaction of the applicable closing conditions.

**Item 7. Material to Be Filed as Exhibits**

<u>Exhibit</u>	<u>Description</u>
99.1	Joint Filing Agreement among Barry Honig, GRQ 401K, GRQ Inc., Roth 401K, and GRQ DBO
99.2	Share Purchase Agreement, dated April 24, 2018
99.3	Second Amendment to Share Purchase Agreement, dated June 15, 2018
99.4	Share Purchase Agreement, dated June 15, 2018

**Signature**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: September 24, 2018

By: /s/ Barry Honig  
**Barry Honig**

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## Section 2: EX-99.1 (EXHIBIT 99.1)

**Exhibit 99.1**

### AGREEMENT TO FILE JOINT SCHEDULE 13D

Pursuant to Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, the undersigned hereby consent to the joint filing on their behalf of a single Schedule 13D and any amendments thereto, with respect to the beneficial ownership by each of the undersigned of shares of the common stock of Pershing Gold Corporation, a Nevada corporation. The undersigned hereby further agree that this statement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all of which counterparts shall together constitute one and the same instrument.

Dated: September 24, 2018

/s/ Barry Honig  
Barry Honig

GRQ CONSULTANTS, INC. 401K

Dated: September 24, 2018

/s/ Barry Honig  
Barry Honig, Trustee

GRQ CONSULTANTS, INC.

Dated: September 24, 2018

/s/ Barry Honig  
Barry Honig, President

GRQ CONSULTANTS, INC. ROTH 401K  
FBO BARRY HONIG

Dated: September 24, 2018

/s/ Barry Honig  
Barry Honig, Trustee

GRQ CONSULTANTS, INC. DEFINED BENEFIT PLAN

Dated: September 24, 2018

/s/ Barry Honig  
Barry Honig, Trustee

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## Section 3: EX-99.2 (EXHIBIT 99.2)

**Exhibit 99.2**

### SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made as of the 24th day of April, 2018.

BETWEEN:

**LEVON RESOURCES LTD**, Suite 500 - 666 Burrard Street Vancouver, British Columbia, V6C 2X8

("Levon")

AND:

**BARRY HONIG**, of 215 SE Spanish Trail, Boca Raton Florida 33432

("Honig")

AND:

**GRQ CONSULTANTS, INC. 401K**, of 555 S. Federal Highway, #450, Boca Raton, FL 33432

("GRQ")

**WHEREAS:**

- A. Levon is the registered and beneficial owner of 890,046 common shares of Pershing Gold Corporation (the "**Pershing Shares**").
- B. Honig is the registered and beneficial owner of 5,637,000 common shares of Levon (the "**Honig Levon Shares**").
- C. GRQ is the beneficial owner of 3,263,467 common shares of Levon registered in the name of GRQ Consultants Inc., 401K (the "**GRQ Levon Shares**", and with the Honig Levon Shares, the "**Levon Shares**").
- C. Levon wishes to purchase the Levon Shares from Honig and GRQ in exchange for the Pershing Shares and Honig and GRQ wish to purchase the Pershing Shares from Levon in exchange for the Levon Shares, all in accordance with and subject to the terms and conditions set forth in this Agreement

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the mutual agreements contained herein and other good and valuable consideration (the receipt of which is acknowledged by each of the parties hereto) the parties hereto represent, covenant and agree as follows:

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**ARTICLE 1**  
**PURCHASE OF SHARES**

- 1.1 **Purchase and Sale - Honig:** Levon hereby agrees to sell, assign and transfer 563,700 Pershing Shares (the "**Honig Pershing Shares**") to Honig and Honig hereby agrees to purchase the Honig Pershing Shares from Levon in consideration for the Honig Levon Shares; and
- 1.2 **Purchase and Sale - GRQ:** Levon hereby agrees to sell, assign and transfer 326,346 Pershing Shares (the "**GRQ Pershing Shares**") to GRQ and GRQ hereby agrees to purchase the GRQ Pershing Shares from Levon in consideration for the GRQ Levon Shares.

**ARTICLE 2**  
**REPRESENTATIONS AND WARRANTIES OF LEVON**

- 2.1 **Representations and Warranties of Levon:** Levon represents and warrants to each of Honig and GRQ as follows, and acknowledges that Honig and GRQ are relying upon the following representations and warranties in connection with the transaction contemplated by this Agreement:
- (a) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Levon, enforceable against Levon in accordance with its terms.
  - (b) **Levon's Title to the Pershing Shares.** The Pershing Shares are owned by Levon as the legal and beneficial owner of record, with good and marketable title thereto, free and clear of all liens, charges, mortgages, security interests, encumbrances, rights, calls, claims and demands of every nature and kind whatsoever. Levon has the full power and authority to sell, transfer and assign the Honig Pershing Shares and the GRQ Pershing Shares to Honig and GRQ, respectively, and to vest in each of them good, valid and subsisting title in and to such Pershing Shares free and clear of all liens, charges, mortgages, security interests, encumbrances, rights, calls, claims, demands or liabilities of every nature and kind whatsoever.
  - (c) **Status of Levon.** Levon is a corporation duly incorporated, validly existing and in good standing under the laws of British Columbia and has the requisite corporate power and authority to carry on the business now carried on by it and to own or lease its property and to execute and deliver this Agreement.
  - (d) **No Conflicts.** The execution and delivery of this Agreement, the consummation of the transactions among the parties contemplated hereby, or the due observance and performance by Levon of its obligations herein:
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- (i) will not conflict with or result in a breach of or violate any of the terms, conditions or provisions of the notice of articles and articles of Levon;
  - (ii) will not conflict with or result in a breach of or violate any of the terms, conditions or provisions of any law, judgment, order, injunction, decree, regulation or ruling of any court or governmental authority, domestic or foreign, to which Levon is subject; or
  - (iii) will not violate or conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under or result in the termination of or accelerate the performance required by, or result in the creation of any lien, security interest, charge or encumbrance upon any of the Pershing Shares under any of the terms, conditions or provisions of its articles of incorporation or any note, bond, mortgage, indenture, deed of trust, licence, agreement or other instrument or obligation to which it is a party or of which it or any of its properties or assets may be bound or affected.
- (e) **Transfer of Pershing Shares.** Upon the purchase of the Honig Pershing Shares by Honig and the GRQ Pershing Shares by GRQ pursuant to the provisions hereof, such Pershing Shares will be duly sold and transferred to Honig and GRQ as fully paid and non-assessable shares in the capital of Pershing.
- (f) **No Other Agreements Among Shareholders.** Levon is not party to, the subject of, or bound by any shareholders' or unanimous shareholders' agreement or any other instrument or contract which provides for any rights of first refusal, rights of first offer, or any other similar rights with respect to any of the Pershing Shares.
- (g) **Purchasing for Own Account.** Levon is purchasing the Levon Shares as principal for its own account and not with a present view to the public resale or distribution of all or any part thereof, except pursuant to sales that are registered under, or exempt from the registration requirements of, and/or sales registered under applicable laws of any Governmental Authority having jurisdiction over the Levon Shares. "**Governmental Authority**" for purposes herein means any nation or government, any state, provincial or political subdivision thereof any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, without limitation, any stock exchange, securities market or self-regulatory organization.
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- (h) Residence. Levon is a resident of the address indicated on page 1 of this Agreement.
- (i) Fees. Levon has not agreed to pay any compensation or other fee, cost or related expenditure to any underwriter, broker, agent or other representation in connection with the transactions contemplated hereby.
- (j) No Reliance. Levon acknowledges that (i) it has sufficient knowledge and experience in business and financial matters as to be fully capable of evaluating this Agreement and the merits and risks of the transactions contemplated hereby, (ii) it is capable of bearing the economic risk of the transactions contemplated hereby, (iii) it is not relying on any advice or representation in connection with entering into this Agreement or the transactions hereunder other than the representations specifically made in this Agreement, (iv) it has access to sufficient information to make an informed decision regarding the transactions hereunder; (v) it has not received from any other party any assurance or guarantee as to the merits (whether legal, regulatory, tax, financial or otherwise) of entering into this Agreement or the performance of its obligations hereunder and thereunder, and (vi) it has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent that it has deemed necessary, and has entered into this Agreement based on its own independent judgment and, if applicable, on the advice of such advisors, and not on any view (whether written or oral) expressed by any other party.

**ARTICLE 3**

**REPRESENTATIONS, WARRANTIES OF HONIG AND GRQ**

3.1 **Representations and Warranties of Honig:** Each of Honig and GRQ represents and warrants to Levon as follows and acknowledges that Levon is relying upon the following representations and warranties in connection with its sale to them of the Pershing Shares:

- (a) Enforceability. This Agreement constitutes a legal, valid and binding obligation of each of Honig and GRQ, enforceable against each of them in accordance with its terms.
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- (b) Title to the Levon Shares. Honig owns the Honig Levon Shares as the legal and beneficial owner of record, with good and marketable title thereto, free and clear of all liens, charges, mortgages, security interests, encumbrances, rights, calls, claims and demands of every nature and kind whatsoever. GRQ is the beneficial owner of the GRQ Levon Shares, which are registered in the name of GRQ Consultants Inc., 401k, with good and marketable title thereto, free and clear of all liens, charges, mortgages, security interests, encumbrances, rights, calls, claims and demands of every nature and kind whatsoever. Each of Honig and GRQ has the full power and authority to sell, transfer and assign their respective Levon Shares to Levon and to vest in Levon good, valid and subsisting title in and to such Levon Shares free and clear of all liens, charges, mortgages, security interests, encumbrances, rights, calls, claims, demands or liabilities of every nature and kind whatsoever.
  - (c) Status of GRQ. GRQ is a corporation duly incorporated, validly existing and in good standing under the laws of Florida and has the requisite corporate power and authority to carry on the business now carried on by it and to own or lease its property and to execute and deliver this Agreement.
  - (d) No Conflicts. The execution and delivery of this Agreement, the consummation of the transactions among the parties contemplated hereby, or the due observance and performance by Honig and GRQ of their respective obligations herein:
    - (i) will not conflict with or result in a breach of or violate any of the terms, conditions or provisions of the articles and bylaws or equivalent constitutional documents of GRQ;
    - (ii) will not conflict with or result in a breach of or violate any of the terms, conditions or provisions of any law, judgment, order, injunction, decree, regulation or ruling of any court or governmental authority, domestic or foreign, to which either Honig or GRQ is subject; or
    - (iii) will not violate or conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under or result in the termination of or accelerate the performance required by, or result in the creation of any lien, security interest, charge or encumbrance upon any of the Levon Shares under any of the terms, conditions or provisions of GRQ's articles of incorporation or by-laws or any note, bond, mortgage, indenture, deed of trust, licence, agreement or other instrument or obligation to which either Honig or GRQ is a party or of which either Honig or GRQ or any of their respective properties or assets may be bound or affected.
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- (e) Transfer of Levon Shares. Upon the purchase of the Levon Shares by Levon pursuant to the provisions hereof, the Levon Shares will be duly sold and transferred to Levon as fully paid and non-assessable shares in the capital of Levon.
  - (f) Purchasing for Own Account. Each of Honig and GRQ is purchasing the Honig Pershing Shares and the GRQ Pershing Shares, respectively, as principal for its own account and not with a present view to the public resale or distribution of all or any part thereof, except pursuant to sales that are registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or exempt from the registration requirements of, and/or sales registered under the Securities Act.
  - (g) Residence. Honig and GRQ are residents of the addresses indicated on page 1 of this Agreement.
  - (h) No Other Agreements Among Shareholders. Neither Honig nor GRQ is not party to, the subject of, or bound by any shareholders' or unanimous shareholders' agreement or any other instrument or contract which provides for any rights of first refusal, rights of first offer, or any other similar rights with respect to any of the Levon Shares.
  - (i) Fees. Each of Honig and GRQ has agreed not to pay any compensation or other fee, cost or related expenditure to any underwriter, broker, agent or other representation in connection with the transactions contemplated hereby.
  - (j) No Reliance. Each of Honig and GRQ acknowledges (i) it has sufficient knowledge and experience in business and financial matters as to be fully capable of evaluating this Agreement and the merits and risks of the transactions contemplated hereby, (ii) it is capable of bearing the economic risk of the transactions contemplated hereby, (iii) it is not relying on any advice or representation in connection with entering into this Agreement or the transactions hereunder other than the representations specifically made in this Agreement, (iv) it has access to sufficient information to make an informed decision regarding the transactions hereunder; (v) it has not received from any other party any assurance or guarantee as to the merits (whether legal, regulatory, tax, financial or otherwise) of entering into this Agreement or the performance of its obligations hereunder and thereunder, and (vi) it has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent that it has deemed necessary, and has entered into this Agreement based on its own independent judgment and, if applicable, on the advice of such advisors, and not on any view (whether written or oral) expressed by any other party.
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**ARTICLE 4**  
**CLOSING**

- 4.1 **Closing:** The closing of the transactions contemplated by this agreement shall be held at the offices of Stikeman Elliott LLP, Levon's solicitors, at Suite 1700 Park Place, 666 Burrard Street, Vancouver, BC, V6C 2X8 Canada and shall take place on the first business day following the satisfaction or waiver of the conditions set forth in Sections 4.2 and 4.3 below (excluding conditions that, by their terms, are to be satisfied at the Time of Closing, but subject to the satisfaction or waiver of such conditions) or such other date or time as agreed upon by the parties in writing, which shall be no later than May 7, 2018 (the "**Time of Closing**").
- 4.2 **Conditions to Honig and GRQ's Obligations at Time of Closing:** Honig and GRQ's obligations to effect the closing, are conditioned upon the fulfillment (or waiver by Honig and GRQ in writing in their sole and absolute discretion) of each of the following as of the Time of Closing, and Levon shall use commercially reasonable efforts to cause each of the following conditions to be satisfied:
- (a) delivery to each of Honig and GRQ, a certificate of the Chief Executive Officer of Levon confirming that the representations and warranties of Levon contained in this Agreement remain true and correct at the Time of Closing;
  - (b) delivery to Honig of an electronic book entry statement representing the Honig Pershing Shares registered in Honig's name or as Honig may otherwise direct;
  - (c) delivery to GRQ of an electronic book entry statement representing the GRQ Pershing Shares registered in GRQ's name or as GRQ may otherwise direct;
  - (e) Levon shall have complied with or performed in all material respects all of the agreements, obligations and conditions set forth in this Agreement that are required to be complied with or performed by Levon on or before the Time of Closing; and
  - (d) there shall be no injunction, restraining order or decree of any nature of any court or Governmental Authority of competent jurisdiction that is in effect that restrains or prohibits the consummation of the transactions contemplated hereby.
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4.3 **Conditions to Levon's Obligations at Time of Closing:** Levon's obligation to effect the closing, is conditioned upon the fulfillment (or waiver by Levon in writing in its sole and absolute discretion) of each of the following as of the Time of Closing, and Honig and GRQ shall use commercially reasonable efforts to cause each of the following conditions to be satisfied:

- (a) delivery of a certificate of Honig confirming that the representations and warranties of Honig contained in this Agreement remain true and correct at the Time of Closing;
- (b) delivery of a share certificate representing the Honig Levon Shares registered in Levon's name or as Levon may otherwise direct;
- (c) delivery of a certificate of GRQ confirming that the representations and warranties of GRQ contained in this Agreement remain true and correct at the Time of Closing;
- (d) delivery of a share certificate representing the GRQ Levon Shares registered in Levon's name or as Levon may otherwise direct;
- (e) Honig and GRQ shall each have complied with or performed in all material respects all of the agreements, obligations and conditions set forth in this Agreement that are required to be complied with or performed by Honig or GRQ, as applicable, on or before the Time of Closing; and
- (d) there shall be no injunction, restraining order or decree of any nature of any court or Governmental Authority of competent jurisdiction that is in effect that restrains or prohibits the consummation of the transactions contemplated hereby.

**ARTICLE 5**  
**GENERAL**

5.1 **Survival of Covenants, Representations and Warranties:** All covenants, representations and warranties made by the parties in this Agreement shall continue in full force and effect for a period of twelve months.

5.2 **Further Assurances:** Each of the parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Closing Date, reasonably require in order to carry out the full intent and meaning of this Agreement.

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- 5.3 **Prior Agreements Superseded.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof.
- 5.4 **Governing Law; Jurisdiction.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the internal laws of the State of Delaware, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. All actions or claims arising out of or relating to this Agreement shall be heard and determined exclusively in any state or federal court sitting in the State of Delaware. Consistent with the preceding sentence, each of the parties hereto hereby (a) submits to the exclusive jurisdiction of any federal or state court sitting in the State of Delaware for the purpose of any action arising out of or relating to this Agreement brought by any party hereto and (b) irrevocably waives, and agrees not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts.
- 5.5 **Counterparts:** This Agreement may be executed by the parties hereto in one or more counterparts with the same effect as if all the parties hereto had executed on document. The execution of this Agreement and any agreement or instrument entered into in connection with this Agreement, and any amendment hereto or thereto, by any of the parties may be evidenced by way of a facsimile or portable document format (.pdf) transmission of such party's signature, or a photocopy of such facsimile or portable document format (.pdf) transmission, and such facsimile or portable document format (.pdf) signature shall be deemed to constitute the original signature of such party hereto.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LEVON RESOURCES LTD.

Per:

/s/ Ron Tremblay  
Ron Tremblay  
President and CEO

/s/ Barry Honig  
Barry Honig

GRQ CONSULTANTS INC. 401K

Per:

/s/ Barry Honig  
Barry Honig  
Trustee

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## Section 4: EX-99.3 (EXHIBIT 99.3)

Exhibit 99.3

### SECOND AMENDMENT TO SHARE PURCHASE AGREEMENT

This Second Amendment to Share Purchase Agreement (“**Second Amendment**”) is entered into this 15<sup>th</sup> day of June, 2018 (the “**Effective Date**”), by and among Levon Resources Ltd., Suite 500, 666 Burrard Street, Vancouver, British Columbia, V6C 2X8 (“**Levon**”), Barry Honig, 215 SE Spanish Trail, Boca Raton, FL 33432 (“**Honig**”) and GRQ Consultants, Inc. 401K (“**GRQ**”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Share Purchase Agreement (as hereinafter defined).

WHEREAS, Levon, Honig and GRQ have entered into that certain Share Purchase Agreement dated as of April 24, 2018, as amended by that certain Amendment to Share Purchase Agreement dated as of May 8, 2018 (the “**Original Agreement**”), pursuant to which Levon desires to purchase the Levon Shares from Honig and GRQ, and Honig and GRQ desire to purchase the Pershing Shares from Levon;

WHEREAS, Recital B of the Original Agreement contemplates that Honig is the registered and beneficial owner of 5,637,000 common shares of Levon (the “**Original Honig Levon Shares**”);

WHEREAS, based on a review of the Levon stock records, Honig is the registered and beneficial owner of 5,740,000 common shares of Levon and the parties desire to include all of these shares in the transaction contemplated by the Original Agreement;

WHEREAS, Section 1.1 of the Original Agreement contemplates that Honig will sell, assign and transfer the Original Honig Levon Shares to Levon in exchange for 563,700 common shares of Pershing Gold Corporation (the “**Original Honig Pershing Shares**”);

WHEREAS, given that the parties desire that the Original Honig Levon Shares in the Original Agreement will include all of the 5,740,000 common shares of Levon held by Honig, the parties desire that the number of Original Honig Pershing Shares to be transferred by Levon to Honig will be increased to 574,000 Pershing Shares;

WHEREAS, Section 4.1 of the Original Agreement contemplates that the closing of the transactions under the Original Agreement will take place following the satisfaction or waiver of the conditions set forth in Sections 4.2 and 4.3 of the Original Agreement, but no later than May 16, 2018 (the “**Final Closing Date**”);

WHEREAS, each of Levon, Honig and GRQ wish to extend the Final Closing Date to allow more time to satisfy the conditions set forth in Sections 4.2 and 4.3;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have agreed to enter into this Second Amendment.

1. Amendments to the Original Agreement. From and after the date hereof, the parties hereto agree to amend the Original Agreement as follows:

- (a) The term “Honig Levon Shares” as set forth in Recital B of the Original Agreement shall be amended by replacing “5,637,000” with “5,740,000;
- (b) The term “Honig Pershing Shares” as set forth in Section 1.1 of the Original Agreement shall be amended by replacing “563,700” with “574,000”; and
- (c) Section 4.1 of the Original Agreement is amended by replacing the date of “May 16, 2018” appearing therein with “June 29, 2018”.

2. Effective Date. This Second Amendment shall become effective as of the Effective Date above.

3. Reference to and Effect on the Original Agreement.

(a) Upon the effectiveness hereof, each reference to the Original Agreement in the Original Agreement or any other ancillary document thereto shall mean and be a reference to the Original Agreement as amended hereby.

(b) The Original Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(c) Except with respect to the subject matter hereof, the execution, delivery and effectiveness of this Second Amendment shall not operate as a waiver of any right, power or remedy of any of the parties, nor constitute a waiver of any provision of the Original Agreement or any other documents, instruments and agreements executed and/or delivered in connection therewith.

4. Governing Law; Jurisdiction. This Second Amendment shall be governed by, interpreted under, and construed and enforced in accordance with, the internal laws of the State of Delaware, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. All actions or claims arising out of or relating to this Second Amendment shall be heard and determined exclusively in any state or federal court sitting in the State of Delaware. Consistent with the preceding sentence, each of the parties hereto hereby (a) submits to the exclusive jurisdiction of any federal or state court sitting in the State of Delaware for the purpose of any action arising out of or relating to this Second Amendment brought by any party hereto and (b) irrevocably waives, and agrees not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Second Amendment or the transactions contemplated by this Second Amendment may not be enforced in or by any of the above-named courts.

5. Counterparts. This Second Amendment may be executed by the parties hereto in one or more counterparts with the same effect as if all the parties hereto had executed on document. The execution of this Second Amendment and any agreement or instrument entered into in connection with this Second Amendment, and any amendment hereto or thereto, by any of the parties may be evidenced by way of a facsimile or portable document format (.pdf) transmission of such party’s signature, or a photocopy of such facsimile or portable document format (.pdf) transmission, and such facsimile or portable document format (.pdf) signature shall be deemed to constitute the original signature of such party hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties here to have executed this Second Amendment effective the day and year first written above.

LEVON RESOURCES LTD.

Per:

/s/ Ron Tremblay  
\_\_\_\_\_  
Ron Tremblay  
President & CEO

/s/ Barry Honig  
\_\_\_\_\_  
Barry Honig

GRQ CONSULTANTS INC. 401K

Per:

/s/ Barry Honig  
\_\_\_\_\_  
Barry Honig  
Trustee

[Signature Page to Second Amendment to Share Purchase Agreement]

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## Section 5: EX-99.4 (EXHIBIT 99.4)

Exhibit 99.4

### SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made as of the 15<sup>th</sup> day of June, 2018.

BETWEEN:

**LEVON RESOURCES LTD.**, Suite 500 - 666 Burrard Street  
Vancouver, British Columbia, V6C 2X8

("Levon")

AND:

**BARRY HONIG**, of 215 SE Spanish Trail, Boca Raton Florida 33432

("Honig")

AND:

**GRQ CONSULTING INC. 401K**, of 215 SE Spanish Trail, Boca Raton Florida 33432

("GRQ")

WHEREAS:

- A. Levon is the registered and beneficial owner of 1,014,431 common shares of Pershing Gold Corporation (the "**Pershing Shares**").
- B. Honig wishes to purchase 250,000 Pershing Shares from Levon (the "**Honig Purchased Shares**") for US\$2.00 per share payable in cash for an aggregate purchase price of US\$500,000 (the "**Honig Purchase Price**"), all in accordance with and subject to the terms and conditions set forth in this Agreement.
- B. GRQ wishes to purchase 764,431 Pershing Shares from Levon (the "**GRQ Purchased Shares**") for US\$2.00 per share payable in cash for an aggregate purchase price of US\$1,528,862 (the "**GRQ Purchase Price**"), all in accordance with and subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the mutual agreements contained herein and other good and valuable consideration (the receipt of which is acknowledged by each of the parties hereto) the parties hereto represent, covenant and agree as follows:

**ARTICLE 1**  
**PURCHASE OF SHARES**

1.1 **Honig**

- (a) **Purchase and Sale.** Levon hereby agrees to sell, assign and transfer the Honig Pershing Shares to Honig and Honig hereby agrees to purchase the Honig Pershing Shares from Levon in consideration for the Honig Purchase Price.
- (b) **Escrow Account.** Honig agrees to deliver the Honig Purchase Price payable in cash made by wire transfer in accordance with the instructions contained in Schedule "A" attached hereto to be held by Stikeman Elliott LLP, Levon's solicitors ("**Stikeman**") on Stikeman's undertaking not to release the Honig Purchase Price to Levon until the Time of Closing (as hereinafter defined).

1.2 **GRQ:**

- (c) **Purchase and Sale.** Levon hereby agrees to sell, assign and transfer the GRQ Pershing Shares to GRQ and GRQ hereby agrees to purchase the GRQ Pershing Shares from Levon in consideration for the GRQ Purchase Price.
  - (d) **Escrow Account.** GRQ agrees to deliver the GRQ Purchase Price payable in cash made by wire transfer in accordance with the instructions contained in Schedule "A" attached hereto to be held by Stikeman on Stikeman's undertaking not to release the GRQ Purchase Price to Levon until the Time of Closing. Notwithstanding the foregoing, GRQ and Levon agree that US\$250,000 of the GRQ Purchase Price (the "**Initial GRQ Payment**") shall be released to Levon by Stikeman upon the execution and delivery of this Agreement by each of the parties hereto and receipt of the Initial GRQ Payment by Stikeman. Stikeman shall release and deliver to Levon the remaining amount of the GRQ Purchase Price at the Time of Closing.
  - (e) **Initial Pershing Shares.** Upon payment of the Initial GRQ Payment to Levon, 125,000 of the GRQ Pershing Shares (the "**Initial GRQ Pershing Shares**") shall be deemed to have been sold, assigned and transferred to GRQ and GRQ hereby appoints Levon to hold such Initial GRQ Pershing Shares in trust for the benefit of GRQ until such Initial GRQ Pershing Shares can be delivered to GRQ in electronic book entry form in accordance with Section 4.2(b) at the Time of Closing. Levon shall hold such Initial GRQ Pershing Shares registered in its name in trust for GRQ until the Time of Closing, but GRQ shall hold beneficial title to such Initial GRQ Pershing Shares and shall have the power to vote and otherwise take any action with respect to such Initial GRQ Pershing Shares.
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**ARTICLE 2**  
**REPRESENTATIONS AND WARRANTIES OF LEVON**

2.1 **Representations and Warranties of Levon:** Levon represents and warrants to each of Honig and GRQ as follows, and acknowledges that each of Honig and GRQ is relying upon the following representations and warranties in connection with the transaction contemplated by this Agreement:

- (f) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of Levon, enforceable against Levon in accordance with its terms.
  - (g) **Levon's Title to the Pershing Shares.** The Pershing Shares are owned by Levon as the legal and beneficial owner of record, with good and marketable title thereto, free and clear of all liens, charges, mortgages, security interests, encumbrances, rights, calls, claims and demands of every nature and kind whatsoever. Levon has the full power and authority to sell, transfer and assign the Honig Pershing Shares to Honig, and the GRQ Pershing Shares to GRQ, and to vest in each of Honig and GRQ good, valid and subsisting title in and to such Pershing Shares free and clear of all liens, charges, mortgages, security interests, encumbrances, rights, calls, claims, demands or liabilities of every nature and kind whatsoever.
  - (h) **Status of Levon.** Levon is a corporation duly incorporated, validly existing and in good standing under the laws of British Columbia and has the requisite corporate power and authority to carry on the business now carried on by it and to own or lease its property and to execute and deliver this Agreement.
  - (i) **No Conflicts.** The execution and delivery of this Agreement, the consummation of the transactions among the parties contemplated hereby, or the due observance and performance by Levon of its obligations herein:
    - (i) will not conflict with or result in a breach of or violate any of the terms, conditions or provisions of the notice of articles and articles of Levon;
    - (ii) will not conflict with or result in a breach of or violate any of the terms, conditions or provisions of any law, judgment, order, injunction, decree, regulation or ruling of any court or governmental authority, domestic or foreign, to which Levon is subject; or
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- (iii) will not violate or conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under or result in the termination of or accelerate the performance required by, or result in the creation of any lien, security interest, charge or encumbrance upon any of the Pershing Shares under any of the terms, conditions or provisions of its articles of incorporation or any note, bond, mortgage, indenture, deed of trust, licence, agreement or other instrument or obligation to which it is a party or of which it or any of its properties or assets may be bound or affected.
  - (j) Transfer of Pershing Shares. Upon the purchase of the Honig Pershing Shares by Honig and the GRQ Pershing Shares by GRQ pursuant to the provisions hereof, such Pershing Shares will be duly sold and transferred to Honig and GRQ, respectively, as fully paid and non-assessable shares in the capital of Pershing.
  - (k) No Other Agreements Among Shareholders. Levon is not party to, the subject of, or bound by any shareholders' or unanimous shareholders' agreement or any other instrument or contract which provides for any rights of first refusal, rights of first offer, or any other similar rights with respect to any of the Pershing Shares.
  - (l) Residence. Levon is a resident of the address indicated on page 1 of this Agreement.
  - (m) Fees. Levon has not agreed to pay any compensation or other fee, cost or related expenditure to any underwriter, broker, agent or other representation in connection with the transactions contemplated hereby.
  - (n) No Reliance. Levon acknowledges that (i) it has sufficient knowledge and experience in business and financial matters as to be fully capable of evaluating this Agreement and the merits and risks of the transactions contemplated hereby, (ii) it is capable of bearing the economic risk of the transactions contemplated hereby, (iii) it is not relying on any advice or representation in connection with entering into this Agreement or the transactions hereunder other than the representations specifically made in this Agreement, (iv) it has access to sufficient information to make an informed decision regarding the transactions hereunder; (v) it has not received from any other party any assurance or guarantee as to the merits (whether legal, regulatory, tax, financial or otherwise) of entering into this Agreement or the performance of its obligations hereunder and thereunder, and (vi) it has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent that it has deemed necessary, and has entered into this Agreement based on its own independent judgment and, if applicable, on the advice of such advisors, and not on any view (whether written or oral) expressed by any other party.
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**ARTICLE 3**  
**REPRESENTATIONS, WARRANTIES OF HONIG AND GRQ**

3.1 **Representations and Warranties of Honig and GRQ:** Each of Honig and GRQ represents and warrants to Levon as follows and acknowledges that Levon is relying upon the following representations and warranties in connection with its sale to them of Pershing Shares:

- (a) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of each of Honig and GRQ, enforceable against him/it in accordance with its terms.
  - (b) **Status of GRQ.** GRQ is a corporation duly incorporated, validly existing and in good standing under the laws of Florida and has the requisite corporate power and authority to carry on the business now carried on by it and to own or lease its property and to execute and deliver this Agreement.
  - (c) **No Conflicts.** The execution and delivery of this Agreement, the consummation of the transactions among the parties contemplated hereby, or the due observance and performance by Honig and GRQ of their respective obligations herein:
    - (i) will not conflict with or result in a breach of or violate any of the terms, conditions or provisions of the articles and bylaws or equivalent constitutional documents of GRQ;
    - (ii) will not conflict with or result in a breach of or violate any of the terms, conditions or provisions of any law, judgment, order, injunction, decree, regulation or ruling of any court or governmental authority, domestic or foreign, to which Honig or GRQ is subject; or
    - (iii) will not violate or conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under or result in the termination of or accelerate the performance required by, under any of the terms, conditions or provisions of GRQ's articles of incorporation or by-laws or any note, bond, mortgage, indenture, deed of trust, licence, agreement or other instrument or obligation to which Honig or GRQ is a party, or of which Honig or GRQ or any of its properties or assets may be bound or affected.
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- (d) Purchasing for Own Account. Honig is purchasing the Honig Pershing Shares and GRQ is purchasing the GRQ Pershing Shares as principal for his/its own account and not with a present view to the public resale or distribution of all or any part thereof, except pursuant to sales that are registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or exempt from the registration requirements of, and/or sales registered under the Securities Act.
  - (e) Residence. Each of Honig and GRQ is a resident of the addresses indicated on page 1 of this Agreement.
  - (f) Fees. Neither Honig nor GRQ has not agreed to pay any compensation or other fee, cost or related expenditure to any underwriter, broker, agent or other representation in connection with the transactions contemplated hereby.
  - (g) No Reliance. Each of Honig and GRQ acknowledges that he/it (i) has sufficient knowledge and experience in business and financial matters as to be fully capable of evaluating this Agreement and the merits and risks of the transactions contemplated hereby, (ii) is capable of bearing the economic risk of the transactions contemplated hereby, (iii) is not relying on any advice or representation in connection with entering into this Agreement or the transactions hereunder other than the representations specifically made in this Agreement, (iv) has access to sufficient information to make an informed decision regarding the transactions hereunder; (v) has not received from any other party any assurance or guarantee as to the merits (whether legal, regulatory, tax, financial or otherwise) of entering into this Agreement or the performance of its obligations hereunder and thereunder, and (vi) has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent that it has deemed necessary, and has entered into this Agreement based on its own independent judgment and, if applicable, on the advice of such advisors, and not on any view (whether written or oral) expressed by any other party.
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**ARTICLE 4**  
**CLOSING**

- 4.1 **Closing:** The closing of the transactions contemplated by this agreement shall be held at the offices of Stikeman Elliott LLP, Levon's solicitors, at Suite 1700 Park Place, 666 Burrard Street, Vancouver, BC, V6C 2X8 Canada and shall take place on the first business day following the satisfaction or waiver of the conditions set forth in Sections 4.2 and 4.3 below (excluding conditions that, by their terms, are to be satisfied at the Time of Closing, but subject to the satisfaction or waiver of such conditions) or such other date or time as agreed upon by the parties in writing (the "**Time of Closing**").
- 4.2 **Conditions to Honig's and GRQ's Obligations at Time of Closing:** Honig's and GRQ's obligations to effect the closing, are conditioned upon the fulfillment (or waiver by Honig and GRQ in writing in his/its sole and absolute discretion) of each of the following as of the Time of Closing, and Levon shall use commercially reasonable efforts to cause each of the following conditions to be satisfied:
- (a) delivery to Honig and GRQ, of a certificate of the Chief Executive Officer of Levon confirming that the representations and warranties of Levon contained in this Agreement remain true and correct at the Time of Closing;
  - (b) delivery to Honig and GRQ of an electronic book entry statement representing the Honig Pershing Shares and GRQ Pershing Shares, respectively, registered in Honig's name and GRQ's name, respectively, or as they may otherwise direct;
  - (c) Levon shall have complied with or performed in all material respects all of the agreements, obligations and conditions set forth in this Agreement that are required to be complied with or performed by Levon on or before the Time of Closing; and
  - (d) there shall be no injunction, restraining order or decree of any nature of any court or Governmental Authority of competent jurisdiction that is in effect that restrains or prohibits the consummation of the transactions contemplated hereby.
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- 4.3 **Conditions to Levon's Obligations at Time of Closing:** Levon's obligation to effect the closing, is conditioned upon the fulfillment (or waiver by Levon in writing in its sole and absolute discretion) of each of the following as of the Time of Closing, and Honig and GRQ shall use commercially reasonable efforts to cause each of the following conditions to be satisfied:
- (a) delivery of a certificate of each of Honig and GRQ confirming that the representations and warranties of Honig and GRQ contained in this Agreement remain true and correct at the Time of Closing;
  - (b) each of Honig and GRQ shall each have complied with or performed in all material respects all of the agreements, obligations and conditions set forth in this Agreement that are required to be complied with or performed by Honig and GRQ on or before the Time of Closing;
  - (c) there shall be no injunction, restraining order or decree of any nature of any court or Governmental Authority of competent jurisdiction that is in effect that restrains or prohibits the consummation of the transactions contemplated hereby.

**ARTICLE 5**  
**GENERAL**

- 5.1 **Survival of Covenants, Representations and Warranties:** All covenants, representations and warranties made by the parties in this Agreement shall continue in full force and effect for a period of twelve months.
- 5.2 **Further Assurances:** Each of the parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Closing Date, reasonably require in order to carry out the full intent and meaning of this Agreement.
- 5.3 **Prior Agreements Superseded.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof.
- 5.4 **Governing Law; Jurisdiction.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the internal laws of the State of Delaware, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. All actions or claims arising out of or relating to this Agreement shall be heard and determined exclusively in any state or federal court sitting in the State of Delaware. Consistent with the preceding sentence, each of the parties hereto hereby (a) submits to the exclusive jurisdiction of any federal or state court sitting in the State of Delaware for the purpose of any action arising out of or relating to this Agreement brought by any party hereto and (b) irrevocably waives, and agrees not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts.
- 5.5 **Counterparts:** This Agreement may be executed by the parties hereto in one or more counterparts with the same effect as if all the parties hereto had executed on document. The execution of this Agreement and any agreement or instrument entered into in connection with this Agreement, and any amendment hereto or thereto, by any of the parties may be evidenced by way of a facsimile or portable document format (.pdf) transmission of such party's signature, or a photocopy of such facsimile or portable document format (.pdf) transmission, and such facsimile or portable document format (.pdf) signature shall be deemed to constitute the original signature of such party hereto.

*[Remainder of page intentionally left blank]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LEVON RESOURCES LTD.

Per:

/s/ Ron Tremblay  
\_\_\_\_\_  
**Ron Tremblay**  
**President and CEO**

GRQ CONSULTANTS INC. 401K

Per:

/s/ Barry Honig  
\_\_\_\_\_  
**Barry Honig**  
**Trustee**

/s/ Barry Honig  
\_\_\_\_\_  
**Barry Honig**

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