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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): June 11, 2012

AMERICAN STRATEGIC MINERALS CORPORATION

(Exact Name of Registrant as Specified in Charter)

Nevada	333-171214	01-0949984
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)
c/o National Corporate Research, Ltd. 202 South Minnesota Street Carson City, NV		89703
(Address of principal executive offices)		(Zip Code)

Registrant's telephone number, including area code:

31161 Hwy. 90
Nucla, CO 81424
(Former name or former address, if changed since last report)

Copies to:
Harvey J. Kesner, Esq.
61 Broadway, 32nd Floor
New York, New York 10006
Telephone: (212) 930-9700

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

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

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

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

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

Item 1.01 Entry Into Material Definitive Agreement

On June 11, 2012, American Strategic Minerals Corporation (the "Company") terminated leases (the "Leases") related to the following uranium mining claims (the "Claims"): Cutler King Property (3 unpatented mining claims); "Centennial-Sun Cup" (42 unpatented mining claims); "Bull Canyon" (2 unpatented mining claims); "Martin Mesa" (51 unpatented mining claims); "Avalanche/Ajax" (8 unpatented mining claims) and "Home Mesa" (9 unpatented mining claims). The Company had acquired the Claims through the acquisition of American Strategic Minerals Corporation, a privately held Colorado corporation, ("Amicor Colorado") on January 26, 2012. A full description of the transactions related to the acquisition of the Claims and business of Amicor Colorado is included in the Company's Current Report on Form 8-K, filed with the Securities and Exchange Commission on January 31, 2012, as amended on March 14, 2012 and April 10, 2012, and the exhibits thereto (the "Share Exchange 8-K"). The decision by the Company to terminate the Leases followed a review by the Board of Directors of the timing and costs that would be involved in seeking to exploit the Claims, as well as the Company's current capital and ability to secure additional financing, while also considering such additional factors as commodity prices and the availability of needed technology for cost effective mining of the Claims. The Company's resources to be focused on its remaining claims which include (1) the Dunn Property, which is comprised of two separate mining leases, one of which covers 7 unpatened mining claims on BLM land and the other lease encompassing 1,520 acres of land owned by J. H. Ranch, Inc. and (2) the Pitchfork Claims as well as the claims acquired on June 11, 2012 from Pershing Gold Corporation ("Pershing"), which include the Coso, Artillery Peak, Blythe and Carnotite properties (the "Pershing Claims") (as further described herein)) are currently being evaluated and no assurance can be given that the Pershing Claims will be utilized and not disposed of upon review of the economic feasibility and alternatives available in order to further relieve the Company of exploration and development costs and expenditures expected to be required for the Pershing Claims. The Company has and may, from time to time, re-evaluate its business plan relative to its capital position and ongoing expenditure obligations and may consider further dispositions in the ordinary course as well as new business ventures unrelated to uranium or mining but has no understandings, agreements or contracts presently related to any business or venture.

On June 11, 2012, the Company entered into an agreement (the "Agreement") with Amicor Colorado, George Glasier, Kathleen Glasier, Mike Thompson, Kyle Kimmerle, Dave Kimmerle, Charles Kimmerle, Sara Kimmerle, B-Mining Company, Carla Rosas Zepeda, and Andrews Mining LLC, each a shareholder of the Company (each a "Shareholder" and collectively, the "Shareholders"). Each of the Shareholders was a former shareholder of Amicor that received shares of the Company's Common Stock (the "Common Stock") and, in certain cases, warrants to purchase shares of the Company's Common Stock (collectively, the Shareholder Securities") pursuant to that certain Share Exchange Agreement dated as January 26, 2012 (the "Share Exchange Agreement") through which the Company acquired Amicor Colarado (and its properties and Claims). Pursuant to the terms of the Agreement, each of the Shareholders, with the exception of Mike Thompson, agreed to return the Shareholder Securities to the Company for cancellation and to enter into joint mutual releases with the Company. Furthermore, pursuant to the terms of the Agreement, George Glasier resigned from his position as President, Chief Executive Officer and Chairman of the Company; Kathleen Glasier resigned from her position as Secretary of the Company, Michael Moore resigned from his position as Chief Operating Officer and Vice President of the Company and each of David Andrews and Kyle Kimmerle resigned from his position as a director of the Company. As a result of the foregoing, the Company effectively unwound the acquisition of Amicor Colorado and 9,806,667 shares of common stock and 4,800,000 warrants have been cancelled.

Under the terms of the Agreement, the Company's employment agreement with Mr. Glasier was terminated and Mr. Glasier acknowledged that all options, warrants and rights to acquire any shares of the Company's common stock, whether vested or unvested, were terminated as of the date of the Agreement. Additionally, under the terms of the Agreement, the Company's lease for certain office space, dated as of January 26, 2012 with Silver Hawk Ltd., an entity owned and controlled by George Glasier and Kathleen Glasier, was terminated.

The Pershing Option Exercise

On January 26, 2012, the Company and Pershing entered into an option agreement (the "Option") whereby the Company acquired the option to purchase certain uranium properties and claims from Pershing for a purchase price of $10.00 (the "Exercise Price") in consideration for the issuance of (i) 10,000,000 shares of the Company's Common Stock and (ii) a six month promissory note in the aggregate principal amount of $1,000,000 (the "Pershing Note"). The Company and Pershing amended the Option on April 24, 2012 and May 3, 2012 in order to extend the termination date of the Option. As of June 11, 2012, the Company had repaid $930,000 of the original principal amount of the Pershing Note.

On June 11, 2012, the Company exercised the Option (the terms of which are described more fully in the Share Exchange 8-K and the exhibits thereto), through the assignment of Pershing's wholly owned subsidiary, Continental Resources Acquisition Sub, Inc., a Florida corporation (the "Uranium Sub"), which is the owner of 100% of the issued and outstanding common stock of each of Green Energy Fields, Inc., a Nevada corporation ("Green Energy") (which is the owner of 100% of the issued and outstanding common stock of CPX Uranium, Inc. ("CPX Uranium")) and ND Energy, Inc., a Delaware corporation ("ND Energy"). Additionally, ND Energy and Green Energy hold a majority of the outstanding membership interests of Secure Energy LLC. ("Secure Energy" and along with Green Energy, ND Energy and CPX Uranium, the "Uranium Holding Companies"). Through the Company's acquisition of the Uranium Sub and the Uranium Holding Properties, the Company acquired the following claims and properties:

COSO

The Coso property is located in Inyo County, California on the western margin of the Coso Mountains, 32 miles (51 km) south by road of Lone Pine in Inyo County, California, 150 miles (241 km) northeast by road to Bakersfield, CA, 187 miles (300 km) north by road of Los Angeles, CA, and 283 miles (455 km) west by road of Las Vegas, Nevada. The Coso Project is accessible from U.S. highway 395 by taking the Cactus Flat road, an unimproved road for about 3 to 4 miles east of the highway, and climbing approximately 500 to 1200 feet above the floor of Owens Valley. Green Energy acquired the project on November 30, 2009 from NPX Metals, Inc., a Nevada Corporation. The 97% net revenue interest is the result of the Agreement of Conveyance, Transfer and Assignment of Assets and Assumption of Obligations, dated as of November 30, 2009. Under the terms of the agreement, NPX Metals, Inc. retained a 3% net smelter return royalty interest in the Coso Property, leaving a 97% net revenue interest to Green Energy.

The Coso property consists of 169 Federal unpatented lode mining claims on Bureau of Land Management ("BLM") land totaling 3,380 acres, and 800 State leased acres, in Inyo County, California. The unpatented mining claims overlie portions of sections 12, 13, 24, 25, 26, 35, and 36 of Township 20 South, Range 37 East (Mount Diablo Base & Meridian), sections 13, 24, and 25 of Township 20 South, Range 37 1/2 East (Mount Diablo Base & Meridian), sections 1 and 12 of Township 21 South, Range 37 East (Mount Diablo Base & Meridian), and sections 6 and 7 of Township 21 South, Range 37 1/2 East (Mount Diablo Base & Meridian). The state lease covers portions of section 6 of Township 20 South, Range 37 East (Mount Diablo Base & Meridian) and section 36 of Township 20 South, Range 37 1/2 East (Mount Diablo Base & Meridian). To maintain the Coso mining claims in good standing, we must make annual maintenance fee payments to the BLM, in lieu of annual assessment work. These claim fees are $140.00 per claim per year, plus a recording cost of approximately $50 to Inyo County where the claims are located. With regard to the unpatented lode mining claims, future exploration drilling at the Coso Project will require us to either file a Notice of Intent or a Plan of Operations with the BLM , depending upon the amount of new surface disturbance that is planned. A Notice of Intent is for planned surface activities that anticipate less than 5.0 acres of surface disturbance, and usually can be obtained within a 30 to 60-day time period. A Plan of Operations will be required if there is greater than 5.0 acres of new surface disturbance involved with the planned exploration work. A Plan of Operations can take several months to be approved, depending on the nature of the intended work, the level of reclamation bonding required, the need for archeological surveys, and other factors as may be determined by the BLM.

The Coso property and the surrounding region is located in an arid environment in the rain shadow of the Sierra Nevada mountains. The property is located near the western margin of the Basin and Range province, a large geologic province in western North America characterized by generally north-south trending fault block mountain ranges separated by broad alluvial basins. The geology of the area includes late- Jurassic granite bedrock overlain by the Coso Formation, which consists of interfingered gravels, arkosic sandstone, and rhyolitic tuff. The Coso Formation is overlain by a series of lakebed deposits and volcanic tuffs.

Uranium mineralization at the Coso Property occurs primarily as disseminated deposits in the lower arkosic sandstone/fanglomerate member of the Coso Formation and along silicified fractures and faults within the granite. Uranium mineralization appears to have been deposited by hydrothermal fluids moving along fractures in the granite and the overlying Coso Formation. Mineralization is often accompanied by hematite staining, silicification, and dark staining from sulfides. Autinite is the only positively identified uranium mineral in the area. The main uranium anomalies are found within the basal arkose of the lower Coso Formation and the immediately adjacent granitic rocks.

Uranium exploration has been occurring in the area since the 1950s by a number of mining companies including Coso Uranium, Inc., Ontario Minerals Company, Western Nuclear, Pioneer Nuclear, Federal Resources Corp., and Union Pacific / Rocky Mountain Energy Corp. Previous uranium exploration and prospecting on the Coso property includes geologic mapping, pitting, adits, radon cup surveys, airborne geophysics and drilling. Preliminary field observations of the geology and historical working appear to corroborate the historical literature. These historical exploration programs have identified specific exploration targets on the property. All previous work has been exploratory in nature, and no mineral extraction or processing facilities have been constructed. The exploration activities have resulted in over 400 known exploration holes, downhole gamma log data on the drill holes, chemical assay data, and airborne radiometric surveys, and metallurgical testing to determine amenability to leaching.

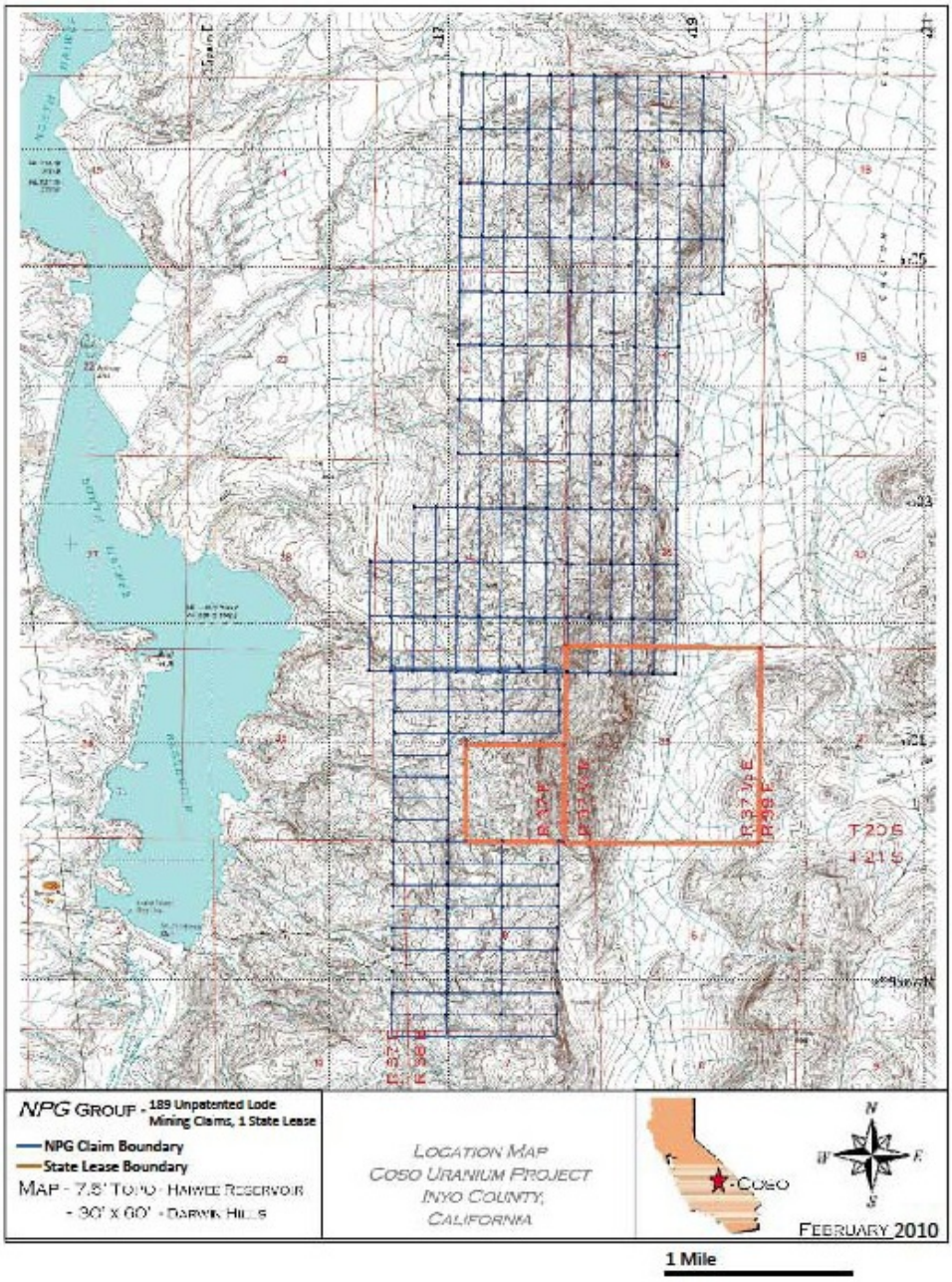
The property is undeveloped, and there are no facilities or structures. There are a number of adits and trenches from previous exploration activities, as well as more than 400 exploration drillholes.

The last major exploration activities on the Coso Property occurred during a drilling campaign in the mid-1970s. To date, Green Energy has conducted field reconnaissance and mineral sampling on the property, but has not conducted any drilling or geophysical surveys.

Power is available from the Mono Power Company transmission lines, which parallel U.S. highway 395. To date, the water source had not yet been determined.

With regard to the state mineral prospecting permit, Green Energy is currently authorized to locate on the ground past drill holes, adits, trenches and pits, complete a scintilometer survey, and conduct a sampling program including a bulk sample of 1,000 pounds for leach test. Green Energy is not currently authorized to conduct exploration drilling on the state mineral prospecting permit. Future drilling on the state mineral prospecting permit will require the filing of environmental documentation under the California Environmental Quality Act.

The Coso Property does not currently have any reserves. All activities undertaken and currently proposed at the Coso Property are exploratory in nature.



ARTILLERY PEAK

The Artillery Peak Property is located in western north-central Arizona near the southern edge of Mohave County. Green Energy's claim group is composed of a total of 86 unpatented contiguous mining claims in Sections 22, 26, 27, 35, and 36 of Township 12 North, Range 13 West, Gila & Salt River Base & Meridian covering 1,720 acres of land managed by the BLM.

On April 26, 2010, Green Energy acquired a 100% interest (minus a 4% net smelter royalty interest) in 86 unpatented lode mining claims, located in Mohave county, Arizona for $65,000 in cash and 200,000 shares of common stock.

To maintain the Artillery Peak mining claims in good standing, Green Energy must make annual maintenance fee payments to the BLM, in lieu of annual assessment work. These claim fees are $140.00 per claim per year, plus minimal per claims cost of approximately $10 to $15 per claim recording fees to Mohave County where the claims are located.

The Artillery Peak Property is subject to an agreement to pay a net smelter return royalty interest of 4%. To date, there has been no production on the Property, and no royalties are owed. The claims are not subject to any other royalties or encumbrances.

The Artillery Peak Property lies within the Date Creek Basin, which is a region well known for significant uranium occurrence. Uranium exploration has been occurring in the Artillery Peak region since the 1950's by a number of exploration and mining entities. Radioactivity was first discovered in the Date Creek Basin area by the U.S. Atomic Energy Commission in 1955 when a regional airborne radiometric survey was flown over the area. The Artillery Peak Property was first acquired by Jacquays Mining and first drilled in 1957. Subsequently the Property was acquired by Hecla Mining (1967), Getty Oil (1976) with a joint venture with Public Service Co of Oklahoma, Hometake Mining (1976) on adjacent properties to the south, Santa Fe Minerals (also around 1976), and Universal Uranium Limited in 2007. As of 2007, a total of 443 exploration holes were drilled into the Artillery Peak Property area.

The Artillery Peak uranium occurrences lie in the northwest part of the Miocene-age Date Creek Basin, which extends from the east to the west in a west-southwest direction, and includes the Anderson Uranium Mine. The uranium anomalies are found primarily within a lacustrine rock unit known as the Artillery Peak Formation. The uranium bearing sediments are typically greenish in color and are thin-bedded to laminated, well-sorted, sandstone, siltstone and limestone.

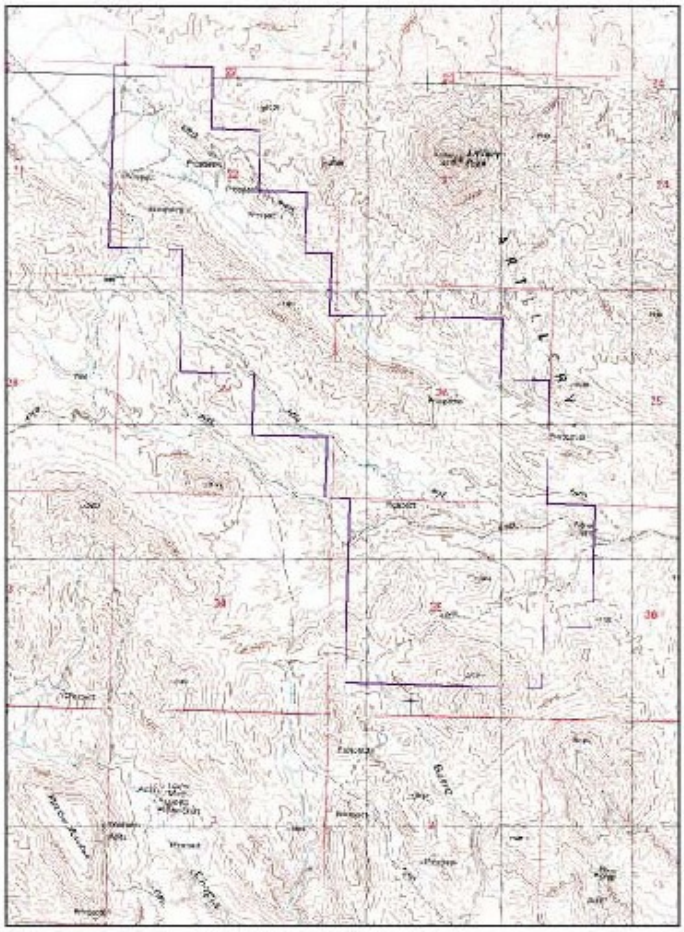
A technical report was compiled on October 12, 2010 formatted according to Canadian National Instrument 43-101 standards prepared by Dr. Karen Wenrich, an expert on uranium mineralization in the southwestern United States, and Allen Wells, who performed a mineral resource estimate (as defined by the Canadian Institute of Mining, Metallurgy and Petroleum) based on historical data and the recent 2007 data.

Access to the property is either southeast from Kingman or northwest from Wickenburg along U.S. Highway 93, then following the Signal Mountain Road (dirt) for 30 miles toward Artillery Peak. Road access within the claim block is on unimproved dirt roads that currently are in good condition. The property is undeveloped, and there are no facilities or structures.

A power line runs northeast to southwest approximately 2 miles to the northwest of the Artillery Peak Property, and power for the Property will be tied to the national power grid. Other than that, no utilities exist on or near the Artillery Peak Project area. The transmission power line runs northwest to southeast along U.S. Highway 93, approximately 30 miles to the east. The water supply may be provided by drilling in the thick alluvial fill and located only 2-7 miles from the perennial Big Sandy River.

The Artillery Peak Property does not currently have any reserves. All activities undertaken and currently proposed at the Artillery Peak Property are exploratory in nature.

Artillery Peak, Mohave County, Arizona
Claim Body



1 inch equals 2,446.633333 feet
1.29 382 feet

AP Group - 86 Unpatented Lode Mining Claims

AP Claim Boundary

Location Map
Artillery Peak Uranium Project
Mohave County, Arizona

FEBRUARY 2011

BLYTHE

The Blythe project is located in the southern McCoy Mountains in Riverside County, California approximately 15 miles west of the community of Blythe. It consists of 66 unpatented lode mining claims (the NPG Claims) covering 1,320 acres of BLM land.

On November 30, 2009, Green Energy acquired a 100% interest (minus a 3% Net Smelter Return Royalty) in the Blythe Property.

The Blythe Property is located in an arid environment within the Basin and Range Province. The southern McCoy Mountains are composed of Precambrian metasediments, including meta-conglomerates, grits, quartzites and minor interbedded shales.

Uranium mineralization occurs along fractures, in meta-conglomerates and in breccia zones. Secondary uranium minerals occur on fracture surfaces and foliation planes adjacent to fine veinlets of pitchblende. Uranium minerals include uraninite (pitchblende), uranophane, gummite and boltwoodite. It has been reported that the uranium mineralization tends to occur in areas where finely disseminated hematite is present.

Although there are no known intrusive bodies near the property, it is believed that the uranium mineralization could be hydrothermal in origin and genetically related to an intrusive source. If such a deep-seated intrusive body underlies the property it is possible that larger concentrations of primary uranium ore may exist at depth.

A number of companies have worked on the Blythe uranium property during the 1950s through the 1980s. Several shipments of ore were reportedly shipped from the property.

The Blythe Property does not currently have any reserves. All activities undertaken and currently proposed at the Coso Property are exploratory in nature.

UINTA COUNTY (CARNOTITE) URANIUM PROSPECT

The "Uinta County (Carnotite) Uranium Prospect" located on Bureau of Land Management land in Uinta County Wyoming was acquired from Absaroka Stone LLC in May 2011. Absaroka retains a 1% gross royalty on any revenues derived from the sale of all uranium-vanadium, gold, silver, copper and rare earth ores or concentrates produced from the Claim Body, up to an aggregate of $1,000,000. Green Energy has the option to eliminate the obligation of the Royalty Payment by paying Absaroka an aggregate payment of $1,000,000.

The prospect is located in Wyoming's overthrust belt in a series of vertically-thrust rocks in which uranium and vanadium minerals have been historically reported. Preliminary observations indicate that the uranium minerals may be the result of hydrothermal deposition in vertical fractures, with ore being found in sandstone, conglomerate, and limestone channels within vertical beds. Similar characteristics appear to continue over a 20 mile trend that will be the subject of further study.

The Absaroka Property does not currently have any reserves. All activities undertaken and currently proposed at the Absaroka Property are exploratory in nature.

SECURE ENERGY LLC

Green Energy and ND Energy own an approximate 75% membership interest in Secure Energy LLC. Secure Energy's current assets include the following:

1. Data package including historical exploration data including drill logs, surface samples, maps, reports and other information on various uranium prospects in North Dakota.

2. Uranium Lease Agreement with Robert Petri, Jr. and Michelle Petri dated June 28, 2007. Location: Township 134 North, Range 100 West of the Fifth Principal Meridian. Sec. 30: Lots 1 (37.99), 2 (38.13), 3 (38.27), 4 (38.41) and E1/2 W1/2 and SE 1/4.

3. Uranium Lease Agreement with Robert W. Petri and Dorothy Petri dated June 28, 2007. Location: Township 134 North, Range 100 West of the Fifth Principal Meridian. Sec. 30: Lots 1 (37.99), 2 (38.13), 3 (38.27), 4 (38.41) and E1/2 W1/2 and SE 1/4.

4. Uranium Lease Agreement with Mark E. Schmidt dated November 23, 2007. Location: Township 134 North, Range 100 West of the Fifth Principal Meridian. Sec. 31: Lots 1 (38.50), 2 (38.54), 3 (38.58), 4 (38.62) and E1/2 W1/2, W1/2NE1/4, SE 1/4.

The uranium lease agreements include the rights to conduct exploration for and mine uranium, thorium, vanadium, other fissionable source materials, and all other mineral substances contained on or under the leased premises. The leased premises consist of a total of 1,027 acres located in Slope County, North Dakota.

Drill logs from the uranium leases show uranium mineralized roll fronts in sandstone, with uranium mineralization occurring within 350 feet of the surface. Additional layers of sandstone exist at deeper intervals but have not been cored or logged.

The Prospect Uranium Property does not currently have any reserves. All activities undertaken and currently proposed at the Prospect Uranium Property are exploratory in nature.

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

On June 11, 2012, George Glasier resigned from his position as President, Chief Executive Officer and Chairman of the Company; Kathleen Glasier resigned from her position as Secretary of the Company, Michael Moore resigned from his position as Chief Operating Officer and Vice President of the Company and each of David Andrews and Kyle Kimmerle resigned from his position as a director of the Company

On June 11, 2012, Mark Groussman was appointed as the Chief Executive Officer of the Company. Mr. Groussman has been a consultant and investor in both private and public companies for the past eleven years. Mr. Groussman has been the managing member of Bull Hunter LLC since 2001 and the president of Melechdavid, Inc. ("Melechdavid") since 2001. Mr. Groussman received his B.A. from George Washington University in 1995 and received a M.S. in Real Estate Finance from New York University in 1999.

The Company and Melechdavid are a party to that certain consulting agreement dated as of January 26, 2012 pursuant to which Melechdavid provides certain consulting services to the Company in consideration for which the Company sold to Melechdavid a warrant to purchase 1,700,000 shares of the Company's common stock at an exercise price of $0.50 per share for an aggregate purchase price of $175.00. In addition, Melechdavid purchased 680,000 shares and 600,000 warrants from Mike Thompson. Mark Groussman is the President of Melechdavid.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

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

Exhibit No.	Description
10.1	Rescission Agreement dated as of June 11, 2012
10.2	Assignment Agreement dated as of June 11, 2012

SIGNATURES

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

Date: June 15, 2012

AMERICAN STRATEGIC MINERALS CORPORATION

By: /s/ Mark Groussman
Name: Mark Groussman
Title: Chief Executive Officer

RESCISSION AGREEMENT

THIS RESCISSION AGREEMENT, dated as of June 11, 2012 is made by and between AMERICAN STRATEGIC MINERALS CORPORATION, a Nevada corporation (the "Company"), AMERICAN STRATEGIC MINERALS CORPORATION, a Colorado corporation ("Amicor Colorado"), George E. Glasier ("GG"), Kathleen A. Glasier ("KG"), Mike Thompson ("MT"), Kyle Kimmerle ("KK"), Dave Kimmerle ("DK"), Charles Kimmerle ("CK"), Sara Kimmerle ("SK"), B-Mining Company, a Colorado corporation (Att: Mike Moore ("MM"))("B Mining"), Carla Rosas Zepeda ("CZ"), Andrews Mining LLC (Att: David Andrews)("DA"), each a former shareholder of Amicor Colorado (each a "Shareholder" and collectively, the "Shareholders"). The Company, Amicor Colorado, and the Shareholders are referred to herein collectively as the "Parties."

WHEREAS, on January 26, 2012, the Company entered into a share exchange agreement ("Exchange Agreement") by and among the Company, Amicor Colorado and the Shareholders pursuant to which the Shareholders exchanged all of the issued and outstanding shares of Amicor Colorado (the "Amicor Colorado Shares") for an aggregate of 10,000,000 shares of common stock, par value $0.0001 per share, of the Company (the "Common Stock" or the, "Company Shares") plus warrants to purchase an aggregate of 6,000,000 shares of Common Stock (the "Warrants" or the "Company Warrants") (the "Exchange"); and

WHEREAS, on January 26, 2012 the Company appointed GG as Chief Executive Officer and a Director and entered into an employment agreement with GG (the "Employment Agreement") dated as of such date, MM was appointed as Chief Operating Officer, KG was appointed as Secretary, DA was appointed director and KK was appointed Director (each of GG, MM, KK and DA, an "Amicor Colorado Representative" and collectively, the "Amicor Colorado Representatives") and the Amicor Colorado Representatives, in connection with their appointments, were issued or there was agreed to be issued additional Warrants or Common Stock of the Company, including Common Stock issued upon exercise of such Warrants (the "Director Warrants and Stock"); and

WHEREAS, Amicor Colorado, prior to the Exchange Agreement closing, was and remains the owner of record of certain properties and rights related to exploration and development of uranium related properties previously conveyed to Amicor Colorado by certain of the Shareholders or their affiliates (the "Affiliated Properties"); and

WHEREAS, the Parties have amicably determined that it is in their collective best interest to: (i) rescind the issuances of the Shares and cancel the Warrants issued under the Exchange Agreement (other than Shares/Warrants issued to MT) in such amounts and as set forth on Schedule A, Column B and C annexed hereto (ii) terminate the leases between certain of the Shareholders as they relate to the Affiliated Properties (with the exception of the Affiliated Property referred to as the "Dunn Property", which is subject to that certain lease agreement by and between Amicor Colorado and Nuclear Energy Corporation dated as of December 28, 2011 (the "Dunn Property Lease") which such lease shall remain in full force and effect; (iii) cancel the Employment Agreement by mutual agreement without any payment or further obligation of Company to GG or GG to Company; (iii) provide for and accept the voluntary resignations of the Amicor Colorado Representatives from all positions with the Company and any of its affiliates, including cancellation of the Director Warrants and Stock; and (iv) provide for such additional agreements as are set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and each Shareholder agree as follows:

1. Cancellation of Shares and Warrants (American Strategic Minerals Corporation (Nevada).

a. The undersigned holders of Company Shares (other than MT) hereby cancel, waive, relinquish and disclaim in all respects any and all claims and/or rights to record or beneficial ownership in and to the Company Shares set forth on Schedule A, Column B next to each such undersigned person's name.

b. The undersigned holders of Company Warrants (other than MT) hereby cancel, waive, relinquish and disclaim in all respects any and all claims and/or rights to record or beneficial ownership in and to the Warrants set forth on Schedule A, Column C next to each such undersigned person's name, including any Common Stock into which such Warrants are not or ever have been converted or are convertible.

c. All of the Company Shares and the Warrants shall be delivered to the Company at the address indicated below for notices, together with executed stock powers and Medallion guarantee signatures promptly following execution of this Agreement. Notwithstanding the obligation to deliver such Company Shares and Warrants for Cancellation, the Secretary of Company shall record such cancellations and shall have the full power and authority to direct the transfer agent for the Company to cancel such Company Shares and Warrants on the books and records of the Company as attorney-in-fact for the holders of such Company Shares and Warrants cancelled hereby or as transferred hereby.

2. Termination of Leases Governing Affiliated Properties.

a. On or about November 2, 2011, each of B-Mining, CZ, DA, KK (on behalf of himself and Kimmerle Mining LLC), DK and CK (the "Lessors") entered into lease agreements with Amicor Colorado (the "Leases") pursuant to which the Leasors leased certain mining claims to Amicor Colorado. In connection with the execution of this Agreement, each of the Leasors shall enter into lease termination agreements with Amicor Colorado, effectively terminating the Leases and releasing the Company and Amicor Colorado from any further obligations or liabilities thereunder. Notwithstanding the foregoing, nothing herein shall be construed to authorize or effectuation the cancellation of the Dunn Property Lease.

3. Employment Agreement termination and Resignations.

a. The Employment Agreement shall be deemed terminated and of no further force or effect as of the date hereof. GG acknowledges and agrees that as a result of such termination all options, warrants and rights to any Common Stock, which are vested or not vested as of the date hereof, will be hereby terminated and of no further force or effect, except as set forth above. For the absence of doubt, all rights of GG to future awards or issuances of any shares of Common Stock, under any plan or agreement, option, warrant, plan or right, and any future vesting thereof, shall terminate. All rights to any future salary, bonus, compensation and benefits of GG (other than as expressly set forth herein) shall terminate as of the date of this Agreement and GG shall have no further rights or claims thereto. GG shall be responsible to pay any and all taxes which are attributable to him pursuant to law and which are associated with his employment and this Agreement, other than withholding taxes which have heretofore been withheld from Executive. GG represents and warrants that any and all additional agreements and obligations of the Company with GG and/or KG or any of their affiliates, are hereby terminated and of no further force and effect, including, without limitation, that certain lease of office space dated as of January 26, 2012 with Silver Hawk.

b. All external employment-related inquiries as to facts and circumstances surrounding GG's separation will be addressed by Mark Groussman (or a senior officer), and the Company shall direct that their remarks will indicate only the positions held by GG and that GG voluntarily resigned. Notwithstanding anything herein to the contrary, the Company shall not be limited or in violation of this Agreement with respect to its response to any regulatory or other governmental inquiry or requirement, including, without limitation, information contained in any SEC filing or report related to this Agreement or the termination of GG as an officer, director, shareholder or executive of the Company, to the extent required by law, rule or regulation.

c. Contemporaneously with the execution of this Agreement, the Amicor Colorado Representatives do hereby, and each Amicor Colorado Representative does hereby, resign from each and every position with the Company and any of its subsidiaries held (including any consultancies or other assignments) said resignations to be effective immediately upon such person's execution hereof. The Amicor Colorado Representatives acknowledge and agree that as a result of such termination all options, warrants and rights to any Common Stock, including all Director Warrants and Stock, which are vested or not vested as of the date hereof, and all contracts, agreements, arrangements or understandings with the Company or any of its officers, directors, stockholders, promoters or their affiliates, whether written or oral, will be and hereby are terminated and of no further force or effect, except as set forth above and neither the Company nor Amicor Colorado shall have any further liability or obligation to the Amicor Colorado Representatives. For the absence of doubt, all rights of each Amicor Colorado Representative to future awards or issuances of any shares of Common Stock, under any plan or agreement, option, warrant, plan or right, and any future vesting thereof, shall terminate. All rights to any future salary, bonus, compensation and benefits of Amicor Colorado Representative (other than as expressly set forth herein) shall terminate as of the date of this Agreement and Amicor Colorado Representative shall have no further rights or claims thereto. Each Amicor Colorado Representative shall be responsible to pay any and all taxes which are attributable to him pursuant to law and which are associated with his employment and this Agreement, other than withholding taxes which have heretofore been withheld from Amicor Colorado Representative.

4. Cooperation.

Each of the Parties shall continue to provide such information to the other Parties as may be necessary for such Party to comply with its continuing reporting obligations under the Securities Exchange Act of 1934, as amended (the "Exchange Act") or as otherwise reasonably requested. This information shall include, but not be limited to financial statements of Amicor Colorado for the three and six months ended June 30, 2012. The Amicor Colorado Representatives shall, at all times, provide the Company access to the books and records of Amicor Colorado on reasonable advance notice to the extent they are in possession of such.

5. Representation Regarding Non assignment; Releases

a. Each of the Parties represents and warrants that he has not assigned, transferred, sold, or pledged, any Company Shares, Warrants, or any claim or claims that he has, has had, or may have, against any of the other Parties. and each of the Parties understands and acknowledges that the other Parties are relying on the aforesaid warranty and representation.

b. In consideration of the payments and other consideration and obligations described in this Agreement, the Shareholders hereby release and discharge the Company, Amicor Colorado, and each of the other Shareholders, and their respective heirs, executors, successors, assigns, and trust(s)(the "Releasees"), from and against any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, whatsoever, in law, admiralty, or equity, which each or any of the Releasees and their respective representatives, agents, attorneys, predecessors, successors, insurers, administrators, heirs, executors and assigns, has ever had, now has, or hereinafter can, shall, or may have, for, upon, or by reason of, any matter, cause, or thing, whatsoever, whether known or unknown, from the beginning of the world to the day of the date of this Agreement (other than as a result of any breach of any obligation set forth in this Agreement).

c. In consideration of the payments and other consideration and obligations described in this Agreement, the Company hereby releases and discharges each of the Shareholders, and their respective heirs, executors, successors, assigns, and trust(s)(the "Releasees"), from and against any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, whatsoever, in law, admiralty, or equity, which the Releasees and their respective representatives, agents, attorneys, predecessors, successors, insurers, administrators, heirs, executors and assigns, has ever had, now has, or hereinafter can, shall, or may have, for, upon, or by reason of, any matter, cause, or thing, whatsoever, whether known or unknown, from the beginning of the world to the day of the date of this Agreement (other than as a result of any breach of any obligation set forth in this Agreement).

d. They Parties agree that they will not publicly or privately disparage or criticize the Company, Amicor Colorado or the other Shareholders, or any of their partners, shareholders, members, directors, officers, agents, attorneys or employees.

e. GG acknowledges and hereby re-affirms GG's continued obligation to the Company with respect to confidential, privileged, or proprietary information to which GG had access, and work product developed, in connection with GG's employment with the Company. This would include, but is not limited to, information as to the identity of the Company's clients and its clients' privileged or confidential information. GG continues to be prohibited from disclosing at any time, in whole or in part, such secrets, confidential, privileged, or proprietary information to any person, firm, corporation, or other entity under any circumstances, unless consented to by the Company in writing. Notwithstanding, GG may utilize any information in his possession in connection with his continued operation of the business of GG prior to the effectiveness of the Exchange Agreement and in connection with the continuation of his activities related thereto. Further, nothing herein shall be construed to prevent GG or his assigns from utilizing information relating to Ablation Technologies, LLC.

6. Disclaimer of Rights.

None of the Shareholders, shall have any right to any of the cash, claims, assets or business of the Company or Amicor Colorado, except pursuant to Section 2, i hereunder, if applicable.

7. Miscellaneous

a. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

b. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed under the laws of the State of Nevada without regard to the choice of law principles thereof. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of Nevada for the adjudication of any dispute hereunder or in connection herewith or therewith or with any transaction contemplated hereby or thereby, and hereby irrevocably waives any objection that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

c. Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each party to this Agreement will be entitled to specific performance hereunder. Accordingly, the Parties agree that, in addition to any other remedies available to it at law or in equity, any party shall be entitled to seek injunctive relief to enforce the terms of this Agreement.

d. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

e. Counterparts/Execution. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains an electronic file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic file signature page (as the case may be) were an original thereof.

f. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

g. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and delivered personally or sent by registered or certified United States mail, return receipt requested with postage prepaid, or by telecopy or e-mail, addressed as follows: such address as appears on the books and records of the Company with respect to the Shareholders, and in the case of the Company, the most recent address for notices set forth from time to time as the office of the Company in the Company's SEC filings and reports. Any party hereto may change its address upon 10 days' written notice to any other party hereto.

h. Expenses. The parties hereto shall pay their own costs and expenses in connection herewith.

i. Attorneys' Fees. In the event that it should become necessary for any party entitled hereunder to bring suit against any other party to this Agreement for a breach of this Agreement, the parties hereby covenant and agree that the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs of court incurred in connection with any such dispute

j. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and thereof, superseding all prior agreements or understandings, whether written or oral, between or among the parties. No amendment, modification or other change to this Agreement or waiver of any agreement or other obligation of the parties under this Agreement may be made or given unless such amendment, modification or waiver is set forth in writing and is signed by all parties to this Agreement. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

k. Headings. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

l. Construction. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

m. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become a binding agreement when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties, whether in facsimile or hard copy. Each party which delivers to the other parties facsimile counterparts of this Agreement which are executed by it shall promptly thereafter deliver to the other parties original hard copy counterparts of this agreement which are executed by it.

n. Acknowledgement and Waiver. The Shareholders hereby acknowledge that: (i) Sichenzia Ross Friedman Ference LLP has previously served as counsel to the Company and in the future may serve as counsel to the Company Such firm does not represent the Shareholders. **The Shareholders have been advised by the foregoing counsel that in connection with this Agreement and the matters described herein, should retain counsel of their choice with respect to this Agreement and the matters herein, and to obtain the advice of other counsel inasmuch as important rights may be involved or affected relative to the matters herein.** No presumption against any party to this Agreement shall be asserted as a result of the drafting of or in connection with the drafting and negotiation of this Agreement and ancillary agreements.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the day and year first above written.

AMERICAN STRATEGIC MINERALS CORPORATION (Nevada)

By: _____
Name: Joshua Bleak
Title: Director

AMERICAN STRATEGIC MINERALS CORPORATION (Colorado)

By: _____
Name: Kathleen Glasier
Title: President

By: _____
Name: Michael Moore
Title: Secretary

[signature pages continue]

SHAREHOLDERS:

George E. Glasier

_____

Kathleen A Glasier

_____

B-Mining Company

_____

By: Michael Moore
Title:

Carla Rosas Zepeda

_____

Andrews Mining LLC

_____

By:
Title:

Michael Thompson

_____

Kyle Kimmerle

_____

David Kimmerle

_____

Charles Kimmerle

_____

Sara Kimmerle

_____

Assignment of Continental Resources Acquisition Sub, Inc.

THIS ASSIGNMENT (this "Assignment"), is made as, of this June 11, 2012 (the "Effective Date"), by and between **Pershing Gold Corporation**, a Nevada corporation having an address at 1658 Cole Boulevard, Building 6, Suite 210, Lakewood, CO 80401 (the "Assignor"), and **American Strategic Minerals Corporation** (the "Assignee").

PREAMBLE

WHEREAS, the Assignor is the owner of 100% of the issued and outstanding common stock (the "Shares") of Continental Resources Acquisition Sub, Inc., a Florida corporation (the "Company");

WHEREAS, Assignor and Assignee are parties to that certain Option Agreement, dated as of January 26, 2012, as amended by Amendment No.1 to the Option Agreement dated April 24, 2012 and Amendment No. 2 to the Option Agreement dated May 3, 2012, pursuant to which Assignee obtained the option (the "Option") to acquire certain uranium mining properties (collectively, the "Properties") from Assignor for a purchase price of $10.00 (the "Exercise Price") in consideration for the issuance of (i) 10,000,000 shares of Assignee's common stock and (ii) a six month promissory note in the aggregate principal amount of $1,000,000, of which $930,000 has been repaid as of the date hereof;

WHEREAS, Assignee has notified Assignor of its decision to exercise the Option;

WHEREAS, the Company is the holder of 100% of the outstanding equity interests of ND Energy, Inc., Green Energy, Inc. (which is the holder of 100% of the outstanding equity interests of CPX Uranium, Inc.) and is the holder of a majority voting interest in Secure Energy LLC (Secure Energy LLC, along with ND Energy, Inc., Green Energy, Inc. and CPX Uranium, Inc. shall collectively be referred to as the "Holding Companies");

WHEREAS, the Assignor desires by this Assignment to assign to the Assignee all of the Shares, and the Assignee desires by this Assignment to accept the same in order to transfer the Properties held by the Holdings Companies under the Option to the Assignee.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment by the Assignee to the Assignor of the sum of Ten Dollars ($10.00), representing the Exercise Price, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, the parties agree as follows:

1. *ASSIGNMENT*.

Effective as of the Effective Date the Assignor assigns to the Assignee and the Assignee accepts and assumes from the Assignor (a) the Shares (so that from and after the Effective Date, and until any other or further assignment made, the Assignor shall hold no Shares of the Company and the Assignee shall hold 100% of the Shares), and (b) any and all right, title, and interest which the Assignor has under the provisions of the Nevada Revised Statutes (the "Regulations"), or in and to any of the Company's assets (including the Properties and the Holding Companies) or the Shares so assigned.

2. *REPRESENTATIONS.*

2.1. *By Assignor.* To induce the Assignee to accept the delivery of this Assignment, the Assignor hereby represents and warrants the following to the Assignee that, on the date hereof and at the time of such delivery:

2.1.1. The Assignor is the sole legal and beneficial owner of the Shares. The Assignor has not sold or transferred any or all of the Shares. Subject to the provisions of the Regulations, the Assignor has the full and sufficient right at law and in equity to transfer and assign the Shares.

2.2. *By Each Party.* Each party represents and warrants to the other that it has been duly authorized to execute and deliver this Assignment, and to perform its obligations under this Assignment.

3. *INDEMNIFICATION*. The Assignee shall defend, indemnify, and hold harmless the Assignor and the subsidiaries (other than the Company and the Holding Companies), directors, officers and employees of Assignor against and from any and all liability, claim of liability, or expense arising out of any and all liability, claim of liability, or expense of the Company arising after the Effective Date or as a result of any misrepresentation or untrue statement made herein by Assignee. The Assignee, on behalf of the Company, also hereby releases any and all claims the Company has or may have against the Assignor and the subsidiaries (other than the Company and the Holding Companies), directors, officers and employees of Assignor arising after the Effective Date. Assignor shall defend, indemnify, and hold harmless the Assignee and the subsidiaries, directors, officers and employees of Assignee against and from any and all liability, claim of liability or expense arising out of any and all liability, claim of liability, or expense of the Company, the Properties or the Holding Companies arising on or after July 22, 2011 but prior to the Effective Date or as a result of any misrepresentation or untrue statement made herein by the Assignor.

4. *NOTICES.* Any notice, demand, consent, approval, request, or other communication or document to be provided hereunder to a party hereto shall be (a) in writing, and (b) deemed to have been provided (i) forty-eight (48) hours after being sent as certified or registered mail in the United States mail, postage prepaid, return receipt requested, to the address of the party set forth in the first paragraph of this Assignment or to any other address in the United States of America as the party may designate from time to time by notice to the other party, or (ii) upon being given by hand or other actual delivery to the party.

5. *MISCELLANEOUS.*

5.1. *Effectiveness*. This Assignment shall become effective on and only on its execution and delivery by each party and shall be effective as of the date first above written.

5.2. *Complete understanding.* Subject to the provisions of the Regulations, this Assignment represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, between the parties hereto as to the same.

5.3. *Amendment.* This Assignment may be amended by and only by an instrument executed and delivered by each party.

5.4. *Waiver.* No party shall be deemed to have waived any right which it holds hereunder unless the waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.

5.5. *Applicable law.* All questions concerning the construction, validity, and interpretation of this Assignment and the performance of the obligations imposed hereby shall be governed by the internal law, not the law of conflicts, of the State of New York.

5.6. *Headings.* The headings of the Sections, subsections, paragraphs, and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

5.7. *Construction.* As used herein, all reference made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any Section, subsection, paragraph, or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph, or subparagraph of this Assignment.

5.8. *Assignment.* This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns hereunder.

5.9 *Severability.* No determination by any court, governmental body or otherwise that any provision of this Assignment or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof, or (b) that provision in any circumstance not controlled by the determination. Each such provision shall be valid and enforceable to the fullest extent allowed by and shall be construed wherever possible as being consistent with, applicable law.

5.10. *Further Assurances.* The parties shall cooperate with each other and shall execute and deliver, or cause to be delivered, all other instruments and shall take all other actions, as either party hereto may reasonably request from time to time in order to effectuate the provisions hereof.

IN WITNESS WHEREOF, each party hereto has executed this Assignment or caused it to be executed on its behalf by its duly authorized representatives, the day and year first above written.

ASSIGNOR:

Pershing Gold Corporation

_____

By: Stephen Alfers
Its: President and Chief Executive Officer

ASSIGNEE:

American Strategic Minerals Corporation

_____

By: Mark Groussman
Its: Chief Executive Officer