

EMAX HOLDINGS CORP

FORM 8-K

(Current report filing)

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **July 15, 2007**

eMax Holdings Corporation

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or other jurisdiction of
incorporation)

33-20394-D
(Commission File Number)

84-1099450
(IRS Employer Identification No.)

358 S 700 St B149
Salt Lake City, Utah 84102
(Address of principal executive offices)

Registrant's telephone number, including area code: **(866) 585-2065**

Gateways To Space, Inc.
(Former name or former address, if changed since last report)

eMax Holdings Corporation

Table of Contents on Form 8-K

	<u>Page</u>
Item 5.01 Changes in Control of Registrant	3
Table 1	3
Item 2.01 Acquisition or Disposition of Assets	4
Item 3	5
Item 4	5
Item 5	5
Item 6	5
Item 7	5
Item 8	5
Signature	6
EX – 1	
EX – 2	
EX – 3	

Item 5.01. Changes in Control of Registrant

As reported in releases dated March 6, 2007 and May 8, 2007, Gold Rush Investments Corp. had signed a letter of intent to acquire and merge with EMAX Holdings Corporation and subsequently Management finalized the transaction.

On May 2, 2007 the Boards of Directors and shareholders of the companies, Gold Rush Investment Corp., a Utah corporation ("GoldRush"), and eMax Holdings Corporation, a Delaware corporation ("eMax"), reviewed a proposed Stock Exchange Agreement and Plan of Merger (the "Merger Agreement") both companies approved the merger on May 2, 2007. On May 2, 2007, the holders of a majority of the issued and outstanding shares of common stock, \$.000001 par value, of eMax agreed and voted to approve the Merger Agreement. In addition, on May 2, 2007, the holders of a majority of the issued and outstanding shares of common stock, \$.000001 par value, of GoldRush voted to approve the Merger.

On May 8, 2007, Gold Rush Investment Corp., a Utah corporation ("GoldRush"), and eMax Holdings Corporation, a Delaware corporation ("eMax"), executed the Stock Exchange Agreement and Plan of Merger (the "Merger Agreement") providing for the acquisition of eMax by GoldRush through the merger (the "Merger") of eMax into GoldRush. The Merger was executed on May 8, 2007 and became effective as of the close of business on June 8, 2007, when Articles of Merger of eMax with GoldRush were filed with the State of Delaware Division of Corporations and the State of Utah's Division of Corporations. As a result of the Merger, Gold Rush Investments Corp. is the surviving corporation of the merger. Gold Rush Investments Corp name was changed to eMax Worldwide, Inc. and eMax Holdings Corporation was dissolved in the State of Delaware.

Upon consummation of the Merger, each one share of EMAX Holdings Corporation Common Stock was converted into the right to receive one share of common stock in Gold Rush Investments Corp (par value \$0.0001 per share).

For a more detailed description of the Merger, reference is made to Exhibit 2.1 (Merger Agreement).

Prior to the Merger, Gold Rush Investments Corp used its assets (including plant, network, equipment or other physical property) to develop, and market media, news, entertainment, technology services and products to customers. Gold Rush intends that as a consolidated company the registrant will continue to operate in the same areas of operations and use such assets for the same purpose. It is intended to change the name of Gold Rush Investment Corporation to EMAX Worldwide, Inc.

Subsequent to the Merger, it is Gold Rush intention that EMAX Worldwide will be operated by substantially all of the officers of Gold Rush prior to the Merger. Roxanna Weber has agreed to assume the role of Chairman and President for an interim period. The by-laws of EMAX Holdings Corporation will continue without change.

A copy of the Exchange Agreement is attached hereto as an exhibit. The foregoing description is modified by such reference.

(b) The following table sets forth certain information regarding beneficial ownership of the common stock of GOLD RUSH INVESTMENTS as of May 8, 2007, (prior to the issuance of 393,775,562 shares pursuant to the Exchange Agreement) by:

- each person or entity known to own beneficially more than 5% of the common stock or 5% of the preferred stock;
- each of GOLD RUSH Investment's directors;
- each of GOLD RUSH Investment's named executive officers; and
- all executive officers and directors of GOLD RUSH INVESTMENTS as a group.

Title of Class	Name and Address of Beneficial Owner (1)	Amount and Nature of Beneficial Ownership	
COMMON STOCK	DIANNE CHRISTMAS, PRESIDENT AND DIRECTOR	2.1%	1,000,000
	GOLD RUSH HOLDINGS INC. (2)	77.25%	37,417,968
	DORLISS BRIGHT, DIRECTOR	2.1%	1,000,000
	TOTAL	81.45%	39,417,968

1. Except as otherwise set forth, the address for each of these shareholders is c/o EMAX WORLDWIDE, INC. 300 SOUTH 700, Suite B149 Salt Lake City, Utah 84102

2. DiAnne Christmas is the trustee for the shareholders of Gold Rush Holdings Inc.

There is currently no arrangement, known to the Registrant, including any pledge by any person of securities of the Registrant or any of its parents, the operation of which may at a subsequent date result in a further change in control of the Registrant. The Registrant shall file with the Securities and Exchange Commission a statement on Schedule 14F reporting the events occurring in connection with the Agreement, and the new officers and director shall file with the Securities and Exchange Commission a statement on Schedule 13D reporting its acquisition of the Purchased Securities.

1. Except as otherwise set forth, the address for each of these shareholders is c/o EMAX WORLDWIDE, INC. 358 700, Suite B149 Salt Lake City, Utah 84102

To the knowledge of the Registrant, there are not any arrangements or understandings among members of the former and new control groups and their associates with respect to the election of directors or other matters with respect to the Registrant, except that the aforementioned Agreement provided for the resignations of DiAnne Christmas as director and officer of the Registrant. The previous directors of the Registrant, DiAnne Christmas subsequently elected the following officers and directors (provided that the election of such directors shall be effective ten (10) days after the date of the Registrant's filing of an Information Statement pursuant to Rule 14F-1) to replace them:

<u>Board of Directors</u>	<u>Officers</u>
Roxanna Weber	Roxanna Weber as President and Chairman
Dr. Slavojlub Stefanovic	Dr. Slavojlub Stefanovic as Director
Dorliss Bright	Dorliss Bright as Director

Roxanna Weber has a diverse background in all areas of corporate management and finance. She has over 25 years experience working with corporate legal and financial counsels and has worked with such diverse institutions as the World Bank's Latin America International Economical Development Committee, the Canadian Venture Exchange and NASDAQ. Roxanna brings to the company over 25 years experience in real estate acquisition and development and has owned her own custom home building and commercial and Real Estate acquisition and development business. Roxanna has worked for prominent Real Estate firms such as Coldwell Banker Commercial, and REMAX, specializing in Commercial and Land Acquisition and Sales. Ms. Weber has over twenty years experience in the areas of personnel management, corporate finance, taxation, contract negotiations and legal planning matters. Roxanna is also a seasoned vocalist, composer, and percussionist and has performed live and on numerous recording sessions with major recording artists for nearly twenty years.

Dr. Stefanovic has 35 plus years experience in Finance, real estate, Retail, Import/Export and the Hospitality Industries. Dr. Stefanovic is the President/Founder of the company, Euro-American Finance Network, Inc, (EAFN). EAFN owns and operates 4 commercial investment properties, 2 lodging facilities, Retail Outlet and Gasoline Station, a Historic Building with 4 units, and an import/export business. EAFN also has bought and sold approximately 600 acres in Georgia and Texas and has been concentrating on commercial development. Dr. Stefanovic will work closely to help EMAX evaluate and determine several new commercial real estate property acquisitions.

Mr. Dorliss Bright brings to EMAX Holdings Corporation over 30 years experience in the advertising, marketing, print, TV and interactive media industries. Mr. Bright for many years owned and operated a full service advertising agency and has managed in excess of \$20 million a year in annual billings. Mr. Bright will work with the company to help with all the branding needs of the company and to work with the EMAX Media to oversee all media development projects. Some of Mr. Bright's clients include: Walt Disney World, JobWarehouse.com, AldoAldoAldo.com Career Portal, A-EConcepts.com, IBM, Siemens, General Electric, Ford Motor Company, Dole Foods, Toshiba, EPSON, DON KING Productions, American National Ltd., Barry Financial Group, Ron Jon's, FARO Technologies Inc., Milliumdoctor.com, E-Surety, DiGiDOX, Bacardi, Motorola, Champion Spark Plus, Mr. Gasket Inc., Star Media, and Marriott Vacation Club International. <http://www.macbright.net>.

There is currently no arrangement known to the Registrant, including any pledge by any person of securities of the Registrant, the operation of which may at a subsequent date result in a further change in control of the Registrant. The Registrant shall file with the Securities and Exchange Commission a statement on Schedule 14F reporting the events occurring in connection with the Agreement, and eMax shall file with the Securities and Exchange Commission a statement on Schedule 13D reporting its acquisition of the Purchased Securities.

Item 2.01. Acquisition or Disposition of Assets

(Pursuant to an Exchange Agreement (the "Exchange Agreement") dated as of May 8, 2007 between EMAX Holdings, Inc. ("EMAX"), a Delaware corporation, and Gold Rush Investments Holdings, Inc., a Utah corporation ("GOLD RUSH INVESTMENTS" or the "Company") all of the outstanding shares of common stock of EMAX Holdings Corporation were exchanged for 393,775,562,000 shares of common stock of GOLD RUSH in a transaction in which GOLD RUSH INVESTMENTS became the surviving parent corporation of EMAX.

The Exchange Agreement was adopted by the unanimous consent of the Board of Directors of EMAX and approved by the consent of the shareholders of EMAX on May 2, 2007. The Exchange Agreement was adopted by the unanimous consent of the Board of Directors of GOLD RUSH INVESTMENTS on May 2, 2006. No approval of the shareholders of GOLD RUSH INVESTMENTS is required under applicable state corporate law.

Prior to the exchange, GOLD RUSH had 48,437,500 shares of common stock outstanding and then the company issued 393,775,562 shares of common stock in exchange for all the issued and outstanding shares of stock in EMAX HOLDINGS CORPORATION.

The registrant's shareholders approved an amendment to the Company's Articles of Incorporation, changing the name of the Company from Gold Rush Investment Corp to "EMAX Worldwide, Inc."

The consideration exchanged pursuant to the Exchange Agreement was negotiated between Gold Rush Investments and EMAX.

In evaluating GOLD RUSH INVESTMENTS and EMAX Holdings Corporation for the merger terms both companies used criteria such as the value of the assets and stock value of GOLD RUSH INVESTMENTS and EMAX Holdings Corporation, and the operating history, and other anticipated operations, and GOLD RUSH Investment's and EMAX Holdings Corporations business trade names and reputation. EMAX and Gold Rush determined that the consideration for the merger and the basis of the stock for stock exchange was reasonable.

EMAX WORLDWIDE, INC. intends to continue and grow its historical businesses.

Item 3. Bankruptcy or Receivership

Not applicable.

Item 4. Other Events

Not applicable.

Item 5. Resignations of Registrant's Directors

Not applicable.

Item 6. Financial Statements, Pro Forma Financial Information and Exhibits

(a) Financial statements of business acquired.

Note: To be filed by amendment.

(b) Exhibit Index

Exhibit No.	Exhibit Description
23.1	Merger Agreement dated May 8, 2007, among EMAX Holdings Corporation, and Gold Rush Investments Corp. <i>(Filed herewith.)</i>
99.1	Press Release issued by Registrant, dated May 8, 2007 <i>(Filed herewith.)</i>
99.2	Press Release issued by Registrant, dated March 6, 2007 <i>(Filed herewith.)</i>

Item 7. Change in Fiscal Year

Not applicable.

Item 8. Sales of Equity Securities Pursuant to Regulation S

Not applicable.

SIGNATURE

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

EMAX Holdings Corporation

August 30, 2007

By: /s/ Roxanna Weber
Roxanna Weber
Title: Chief Executive Officer

STOCK EXCHANGE AGREEMENT AND PLAN OF MERGER

Agreement dated as of May 8, 2007 between Gold Rush Investments Corp., a Utah Corporation ("GOLD RUSH"), and EMAX Holdings corporation, a Delaware Corporation ("EMAX").

The parties agree as follows:

1. The Merger Terms

- 1.1 Subject to the Terms and Conditions of this Agreement. At the Closing to be held as provided in Section 2, GOLD RUSH shareholders shall transfer the GOLD RUSH Shares (defined below) to EMAX, and the shareholders, officers and directors of EMAX shall CAUSE TO BE ISSUED SHARES IN EMAX AS DEFINED IN SECTION 1.2 TO THE SHAREHOLDERS OF GOLD RUSH free and clear of all Encumbrances other than restrictions imposed by Federal and State laws.
- 1.2 Purchase Price. GOLD RUSH shareholders will exchange Three hundred ninety three Million, Seven Hundred and Seventy Five Thousand and Five hundred and sixty two, (393,775,562) shares of its restricted common stock (the "GOLD RUSH Shares") for Three hundred ninety three Million, Seven Hundred and Seventy Five Thousand and Five hundred and sixty two, (393,775,562) of common stock of EMAX, representing 100.0% of all of the outstanding common shares and preferred shares of EMAX (the "EMAX Shares").

2. The Closing

- 2.1 Place and Timing. The closing of the sale and exchange of the GOLD RUSH Shares for the EMAX Shares (the "Closing") shall take place at the TRANSFER AGENT OF EMAX, no later than the close of business (Salt Lake City, Utah time) on June 8, 2007 or at such other place, date and time as the parties may agree in writing.
- 2.2 Deliveries by GOLD RUSH SHAREHOLDERS. At the Closing, GOLD RUSH SHAREHOLDERS shall deliver the following to EMAX:
 - a. The GOLD RUSH Shares, duly endorsed for transfer to EMAX and accompanied by appropriate medallion guaranteed stock powers;
 - b. Articles of Amendments for Gold Rush Investments Corp and EMAX Holdings Corporation.
 - c. Executed Articles of Dissolution of EMAX ready for filing with the State of Delaware.
 - d. All other documents, instruments and writings required by this Agreement to be delivered by EMAX at the Closing and any other documents or records relating to EMAX's business reasonably requested by GOLD RUSH in connection with this Agreement.
- 2.3 Deliveries by EMAX. At the Closing, EMAX shall deliver the following to GOLD RUSH SHAREHOLDERS.
 - a. Certificates representing the EMAX Shares issued to and registered in the name of GOLD RUSH SHAREHOLDERS (with RESTRICTIVE legend but without any other reference to any Encumbrance other than appropriate federal securities law limitations).
 - b. The documents contemplated by Section 4.
 - c. All other documents, instruments and writings required by this Agreement to be delivered by EMAX at the Closing.

3. Conditions to GOLD RUSH Obligations

The obligations of GOLD RUSH to effect the Closing shall be subject to the satisfaction at or prior to the Closing of the following conditions, any one or more of which may be waived by GOLD RUSH:

- 3.1 No Injunction. There shall not be in effect any injunction, order or decree of a court of competent jurisdiction that prevents the consummation of the transactions contemplated by this Agreement, that prohibits, GOLD RUSH's acquisition of the EMAX Shares or the GOLD RUSH Shares or that will require any divestiture as a result of GOLD RUSH's acquisition of the EMAX Shares or that will require all or any part of the business of GOLD RUSH to be held separate and no litigation or proceedings seeking the issuance of such an injunction, order or decree or seeking to impose substantial penalties on GOLD RUSH or EMAX if this Agreement is consummated shall be pending.

3.2 Representations, Warranties and Agreements.

- (a) The representations and warranties of EMAX set forth in this Agreement shall be true and complete in all material respects as of the closing Dates as though made at such time, (b) EMAX shall have performed and complied in all material respects with the agreements contained in this Agreement required to be performed and complied with by it at or prior to the Closing and, (c) GOLD RUSH shall have received a certificate to that effect signed by an authorized representative of EMAX.

3.3 Regulatory Approvals. All licenses, authorizations, consents, orders and regulatory approvals of Governmental Bodies necessary for the consummation of GOLD RUSH's acquisition of the EMAX Shares shall have been obtained and shall be in full force and effect.

3.4 Resignation of Director. All directors of EMAX whose resignations shall have been requested by GOLD RUSH shall have submitted their resignations or been removed effective as of the Closing Dates.

4. Conditions to EMAX's Obligations

The obligations of EMAX to effect the Closing shall be subject to the satisfaction at or prior to the Closing of the following conditions, any one or more of which may be waived by EMAX.

4.1 No Injunction. There shall not be in effect any injunction, order or decree of a court of competent jurisdiction that prevents the consummation of the transactions contemplated by this Agreement, that prohibits GOLD RUSH's acquisition of the EMAX Shares or EMAX's acquisition of the GOLD RUSH Shares or that will require any divestiture as a result of GOLD RUSH's acquisition of the Shares or EMAX's acquisition of the GOLD RUSH Shares or that will require all or any part of the business of GOLD RUSH or EMAX to be held separate and no litigation or proceedings seeking the issuance of such an injunction, order or decree or seeking to impose substantial penalties on GOLD RUSH or EMAX if this Agreement is consummated shall be pending.

4.2 Representations, Warranties and Agreement.

- (a) The representations and warranties of GOLD RUSH set forth in this Agreement shall be true and complete in all material respects as of the Closing Date as though made at such time, (b) GOLD RUSH shall have performed and complied in all material respects with the agreements contained in this Agreement required to be performed and complied with by it at or prior to the Closing and (c) EMAX shall have received a certificate to that effect signed by an authorized representative of GOLD RUSH.

4.3 Regulatory Approvals. All licenses, authorizations, consents, orders and regulatory approvals of Governmental Bodies necessary for the consummation of GOLD RUSH's acquisition of the EMAX Shares and EMAX's acquisition of the GOLD RUSH Shares shall have been obtained and shall be in full force and effect.

5. Representations and Warranties of EMAX

EMAX represents and warrants to GOLD RUSH that, to the Knowledge of EMAX (which limitations shall not apply to Section 5.1), and except as set forth in the EMAX Disclosures Letter:

5.1 Organization of EMAX: Authorization. EMAX is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware with full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action of EMAX and this Agreement constitutes a valid and binding obligation of EMAX; enforceable against it in accordance with its terms.

5.2 Capitalization. The authorized capital stock of EMAX consists of 300,000,000 shares of common stock, par value of .00001, and 40,000,000 preferred shares, par value of \$0.0001 per share, of which 300,000,000 common shares and no preferred shares are presently issued and outstanding. As of the Closing Date, all of the issued and outstanding shares of common stock of EMAX are validly issued. As of the Closing Date there will not be outstanding any warrants, options or other agreements on the part of EMAX obligating EMAX to issue any additional shares of common or preferred stock or any of its securities of any kind. Except as otherwise set forth herein, EMAX will not issue any shares of capital stock from the date of this Agreement through the Closing Date.

5.3 No Conflict as to EMAX. Neither the execution and delivery of this Agreement nor the consummation of the sale of the EMAX Shares to GOLD RUSH will (a) violate any provision of the certificate of incorporation or by-laws of EMAX or (b) violate, be in conflict with, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any agreement to which EMAX is a party or (c) violate any statute or law or any judgment, decree, order, regulation or rule of any court or other Governmental Body applicable to EMAX.

5.4 Ownership of EMAX Shares. The delivery of certificates to GOLD RUSH SHAREHOLDERS provided in section 2.2 will result in GOLD RUSH's SHAREHOLDERS immediate acquisition of record and beneficial ownership of the EMAX Shares, free and clear of all Encumbrances subject to applicable, State and Federal securities laws. There are no outstanding options, rights, conversion rights, agreements or commitments or any kind relating to the issuance, value or transfer of any Equity Securities or other securities of EMAX.

5.5 No Conflict as to EMAX and Subsidiaries. Neither the execution and delivery of this Agreement nor the consummation of the sale of the EMAX Shares to GOLD RUSH will (a) violate any provision of the certificate of incorporation or by-laws (of other governing instrument) of EMAX or any of its Subsidiaries or (b) violate, or be in conflict with, 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 acceleration of the maturity of any debt of obligation pursuant to, or result in the creation or imposition of any Encumbrance upon any property or assets of EMAX or any of its Subsidiaries is a party or by which any of their respective property or assets is bound, or to which any of the property or assets of EMAX or any of its Subsidiaries is subject, or (c) violate any statute of law or any judgment, decree, order, regulation or rule of any court or other Governmental Body applicable to EMAX of any of its Subsidiaries except, in the case of violations, conflicts, defaults, terminations, accelerations or Encumbrances described in clause (b) of this Section 5.5, for such matters which are not likely to have a material adverse effect on the business or financial condition of EMAX and its Subsidiaries, taken as a whole.

- 5.6 Consents and Approvals of Governmental Authorities. Except with respect to applicable State and Federal securities law, no consent approval or authorization of, or declaration, filing or registration with, and Governmental Body is required to be made or obtained by EMAX or GOLD RUSH or any of its Subsidiaries in connection with the execution, delivery and performance of this Agreement by EMAX or the consummation of the sale of the EMAX Shares to GOLD RUSH.
- 5.7 Other Consents. No consent of any Person is required to be obtained by EMAX or GOLD RUSH to the execution, delivery and performance of this Agreement or the consummation of the sale of the EMAX Shares to GOLD RUSH including but not limited to, consents from parties to leases or other agreements or commitments, except for any consent which the failure to obtain would not be likely to have a material adverse affect on the business and financial condition of EMAX or GOLD RUSH.
- 5.8 Financial Statements. EMAX has delivered to GOLD RUSH unaudited consolidated balance sheets of EMAX and its Subsidiaries as at December 31, 2006, and statements of income and changes in financial position for the period from inception to the period then ended, together with the report thereon of EMAX's independent accountant (the "EMAX Financial Statements"). Such EMAX Financial Statements are internally prepared and unaudited but fairly present the consolidated financial condition and results of operation of EMAX and its Subsidiaries as at the respective dates thereof and for the periods therein referred to, all in accordance with generally accepted United States accounting principles consistently applied throughout the periods involved, except as set forth in the notes thereto.
- 5.9 Title to Properties. Either EMAX or one of its Subsidiaries owns all the material properties and assets that they purport to own (real, personal, and mixed tangible and intangible), including, without limitations, all the material properties and assets reflected in the EMAX Financial Statements, and all the material properties and assets purchased or otherwise acquired by EMAX or any of its Subsidiaries since the date of the EMAX Financial Statements. All properties and estates reflected in the EMAX Financial Statements are free and clear of all material Encumbrances and are not, in the case of real property, subject to any material rights of way, building use restrictions, exemptions, variances, reservations or limitations or any nature whatsoever, except, with respect to all such properties and assets, (a) mortgages or security interests shown on the EMAX Financial Statements as securing specified liabilities or obligations, with respect to which one default (or event which, with notice or lapse of time or both, would constitute a default) exist, and all of which are listed in the EMAX Disclosure Letter, (b) mortgages or security interest incurred in connection with the purchase of property or assets after the date of the EMAX Financial Statements (such mortgages or security interests being limited too the property or assets so acquired), with respect to which no default (or event which, with notice or lapse of time or both, would constitute a default) exists, (c) as to real property, (i) imperfections of title, if any, none of which materially detracts from the value or impairs the use of the property subject thereto, or impairs the operations of EMAX or any of its Subsidiaries and (ii) zoning laws that do not Impair the present or anticipated use of the property subject thereto, and (d) liens for current taxes not yet due. The properties and assets of EMAX and its Subsidiaries include rights, properties and other assets necessary to permit EMAX and its Subsidiaries to conduct. EMAX's business in all material respects in the same manner as it is conducted on the date of this Agreement.
- 5.10 Litigation. There is no action, suit, inquiry, proceeding, or investigation by or before any court of Governmental Body pending or threatened in writing against or involving EMAX or any of its Subsidiaries which is likely to have a material adverse effect on the business or financial condition of EMAX, GOLD RUSH and any of their Subsidiaries, taken as a whole, or which would require a payment by EMAX or its subsidiaries in excess of \$2,000 in the aggregate of which questions or challenges the validity of this Agreement. Neither EMAX nor any of its Subsidiaries are subject to any judgment, order or decree that is likely to have a material adverse effect on the business or financial condition of EMAX, GOLD RUSH or any of their Subsidiaries, taken as a whole, or which would require a payment by EMAX or its subsidiaries in excess of \$2,000 in the aggregate.
- 5.11 Absence of Certain Changes. Since the date of the EMAX Financial Statements, neither EMAX nor any of its Subsidiaries has:
- a. suffered the damage or destruction of any of its properties or assets (whether or not covered by insurance) which is materially adverse to the business or financial condition of EMAX and its Subsidiaries, taken as a whole, or made any disposition of any of its material properties or assets other than in the ordinary course of business;
 - b. made any changes or amendments in its certification of incorporation or by-laws, or other governing instruments;
 - c. issued or sold any Equity Securities or other securities, acquired, directly or indirectly, by redemption or otherwise, any such Equity Security, or granted or entered into any options, warrants, calls or commitments or any kind with respect thereto;
 - d. organized any new Subsidiary or acquired any Equity Securities of any Person or any equity or ownership interest in any business
 - e. borrowed any funds or incurred, or assumed or become subject to, whether directly or by way of guarantee or otherwise, any obligation or liability with respect to any such indebtedness for borrowed money;

- f. paid, discharged or satisfied any material claim, liability, or obligation (absolute, accrued, contingent or otherwise), other than in the ordinary course of business;
- g. prepaid any material obligation having a maturity of more than 90 days from the date such obligations was issued or incurred;
- h. cancelled any material debts or waived any material claims or rights, except in the ordinary course of business;
- i. disposed of or permitted to lapse any rights to the use of any material patent or registered trademark or copyright or other intellectual property owned or used by it;
- j. granted any general increase in the compensation of officers or employees (including any such increase pursuant to any employee benefit plan);
- k. purchased or entered into any contract or commitment to purchase any material quantity of raw materials or supplies, or sold or entered into any contracts or commitments to sell any material quantity of property or assets, except (i) normal contracts or commitments for the purchase of, and normal purchases of, raw materials or supplies, made in the ordinary course of business (ii) normal contracts or commitments for the sale of, and normal sales of, inventory in the ordinary course of business, and (iii) other contracts, commitments, purchases or sales in the ordinary course of business;
- l. made any capital expenditures or additional to property, plant or equipment or acquired any other property or assets (other than raw materials and supplies) at a cost in excess of \$100,000 in the aggregate.
- m. written off or been required to write off any notes or accounts receivable in an aggregate amount in excess of \$2,000;
- n. written down or been required to write down any inventory in an aggregate amount in excess of \$2,000;
- o. entered into any collective bargaining or union contracts or agreements;
- p. other than the ordinary course of business, incurred any liability required by generally accepted accounting principles to be reflected on a balance sheet and material to the business or financial condition of EMAX and its subsidiaries taken as a whole.

5.12 No Material Adverse Change. Since the date of the EMAX Financial Statements, there has not been any material adverse change in the business or financial condition of EMAX and its Subsidiaries taken as a whole, other than changes resulting from economic conditions prevailing in the United States precious coins, collectibles and metals industry.

5.13 Contracts and Commitments. Neither EMAX nor any of its Subsidiaries is a party to any:

- a. Contract or agreement (other than purchase or sales orders entered into in the ordinary course of business) involving any liability on the part of EMAX or one of its subsidiaries or more than \$25,000 and not cancelable by EMAX or the relevant Subsidiary (without liability to EMAX or such Subsidiary) within 60 days;
- b. Except with respect to the lease on its business location, lease of personal property involving annual rental payments in excess of \$25,000 and not cancelable by EMAX or the relevant Subsidiary (without liability to EMAX or such Subsidiary) within 90 days;
- c. Except with respect to the options referenced above, Employee bonus, stock option or stock purchase, performance unit, profit-sharing, pension, savings, retirement, health, deferred or incentive compensation, insurance or other material employee benefit plan (as defined in Section 2(3) for ERISA) or program for any of the employees, former employees or retired employees of EMAX or any of its Subsidiaries;
- d. commitment, contract or agreement that is currently expected by the management of EMAX to result in any material loss upon completion or performance thereof;
- e. Contract, agreement or commitment that is material to the business of EMAX, and its Subsidiaries, taken as a whole, with any officer, employee, agent, consultant, advisor salesman, sales representative, value added reseller, distributor, or dealer; or
- f. Employment agreement or other similar agreement that contains any severance or terminates pay, liabilities or obligations.

All such contracts and agreements are in full force and effect. Neither EMAX nor any of its Subsidiaries is in breach of, in violation of or in default under, any agreement, instrument, indenture, deed or trust, commitment, contract or other obligation of any type to which EMAX or any of its Subsidiaries is party or is or may be bound that relates to the business of EMAX or any of its Subsidiaries or to which any of the assets or properties of EMAX or any of its Subsidiaries is subject, the effect of which breach, violation or default is likely to materially and adversely affect the business or financial condition of EMAX and its Subsidiaries, taken as a whole. GOLD RUSH has not guaranteed or assumed and specifically does not guarantee or assume any obligations of EMAX or any of its Subsidiaries.

5.14 Labor Relations. Neither EMAX nor any of its Subsidiaries is a party to any collective bargaining agreement. Except for any matter, which is not likely to have a material adverse effect on the business or financial condition of EMAX or any of its Subsidiaries, taken

as a whole, (a) EMAX or each of its Subsidiaries is in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and is not engaged in any unfair labor practices, (b) there is no unfair labor practice complaint against EMAX or any of its Subsidiaries pending before the National Labor Relations Board, (c) there is no labor strike, dispute, slowdown or stoppage actually pending or threatened against EMAX or any of its Subsidiaries, (d) no representation question exists respecting the employees of EMAX or any of its Subsidiaries, (e) neither EMAX or any of its Subsidiaries has experienced any strike, work stoppage, or other labor difficulty, and (f) no collective bargaining agreement relating to employees of EMAX or any of its Subsidiaries is currently being negotiated.

- 5.15 Employee Benefit Plans. No material employee pension and welfare benefit plans covering employees of EMAX is (1) a multi-employee plan as defined in Section 3(37) of ERISA, or (2) a defined benefit plan as defined in Section 3(35) of ERISA, any listed individual account pension plan is duly qualified as tax exempt under the applicable sections of the Code, each listed benefit plan and related funding arrangements, if any, has been maintained in all material respects in compliance with its terms and the provisions of ERISA and the Code.
- 5.16 Compliance with Law. The operations of EMAX or any of its Subsidiaries have been conducted in accordance with all applicable laws and regulations of all Governmental Bodies having jurisdiction over them, except for violations thereof which are not likely to have a material adverse effect on the business or financial condition of EMAX or any of its Subsidiaries, taken as a whole, or which would not require a payment by EMAX nor any of its Subsidiaries in excess of \$2,000 in the aggregate, or which have been cured. Neither EMAX nor any of its Subsidiaries has received any notification of any asserted present or past failure by it to comply with any such applicable laws or regulations. EMAX or any of its Subsidiaries have all material licenses, permits, orders or approvals from the Governmental Bodies required for the conduct of their business and are not in material violation of any such licenses, permits, orders and approvals. All such licenses, permits, orders and approvals are in full force and effect, and not suspension or cancellation of any thereof has been threatened.
- 5.17 Tax Matters
- a. EMAX and each of its Subsidiaries (1) have not filed all non-consolidated and non-combined Tax Returns and all consolidated or combined Tax Returns that include only EMAX or any of its Subsidiaries and not Sellers or its other Affiliates (for the purposes of this Section 5.19, such tax returns shall be considered non-consolidated and non-combined Tax Returns) required to be filed through the date hereof with respect to the time periods covered by such non-consolidated and non-combined Tax Returns and shall timely pay any such Taxes required to be paid by it after the dates hereof with response to such Tax Returns and (2) shall prepare and timely file all such non-consolidated and non-combined Tax Returns required to be filed after the date hereof and through the Closing Date and pay all Taxes required to be paid by it with respect to the periods covered by such Tax Returns, (3) all such Tax Returns filed pursuant to clause (a) after the date hereof shall, in each case, be prepared and filed in a manner consistent in all material respects (including elections and accounting methods and conventions) with such Tax Return most recently filed in the relevant jurisdiction prior to the date hereof, except as otherwise required by law or regulation. Any such Tax Return filed or required to be filed after the date hereof shall not reflect any new elections or the adoption of any new accounting methods or conventions or other similar items, except to the extent such particular reflection or adoption is required to comply with any law or regulation.
 - b. All consolidated or combined Tax Returns (except those described in subparagraph (a) above) required to be filed by any person through the date hereof that are required or permitted to include the income, or reflect the activities, operations and transactions, of EMAX or any of its Subsidiaries for any taxable period have not been timely filed, and the income, activities, operations and transactions, of EMAX or any of its Subsidiaries have been properly included and reflected thereon. EMAX shall prepare and file, or cause to be prepared and filed, all such consolidated or combined Tax Returns that are required or permitted to include the income, or reflect the activities, operations and transactions, of EMAX or any of its Subsidiaries, with respect to any taxable year or the portion thereof ending on or prior to the Closing Date, including, without limitation, EMAX's consolidated federal income tax return for such taxable years. EMAX will timely file a consolidated federal income tax return for the taxable year ended December 31 and such return shall include and reflect the income, activities, operations and transactions of EMAX or any of its Subsidiaries for the taxable period then ended, and hereby expressly covenants and agrees to file a consolidated federal income tax return, and to include and reflect thereon the income, activities, operations and transactions of EMAX or any of its Subsidiaries for the taxable period through the Closing Date. All Tax Returns filed pursuant to this subparagraph (b) after the date hereof shall, in each case, to the extent that such Tax Returns specifically relate to EMAX or any of its Subsidiaries and do not generally relate to matters affecting other members of EMAX's consolidated group, be prepared and filed in a manner consistent in all material respects (including elections and accounting methods and conventions) with the Tax Return most recently filed in the relevant jurisdictions prior to the date hereof, except as otherwise required by law or regulation. EMAX has paid or will pay all Taxes that may now or hereafter be due with respect to the taxable periods covered by such consolidated or combined Tax Returns.
 - c. Neither EMAX or any of its Subsidiaries has agreed, or is required, to make any adjustment (x) under Section 481(a) of the Code by reason of a change in accounting method or otherwise or (y) pursuant to any provision of the Tax Reform Act of 1986, the Revenue Act of 1987 or the Technical and Miscellaneous Act of 1988.
 - d. Neither EMAX or any of its Subsidiaries or any predecessor or Affiliate of the foregoing has, at any time, filed a consistent under Section 341 (f)(1) of the Code, or agreed under Section 341(f)(3) of the Code, to have the provisions of Section 341(f)(2) of the Code apply to any sale of its stock.
 - e. There is no (nor has there been any request for an) agreement, waiver or consent providing for an extension of time with respect

to the assessment of any Taxes attributable to EMAX or any of its Subsidiaries, or their assets or operations and no power of attorney granted by EMAX or any of its Subsidiaries with respect to any Tax matter is currently in force.

- f. There is no action, suit, proceeding, investigation, audit, claim, demand, deficiency or additional assessment in progress, pending or threatened against or with respect to any Tax attributable to EMAX, its Subsidiaries or their assets or operations.
- g. All amounts required to be withheld as of the Closing Date for Taxes or otherwise have been withheld and paid when due to the appropriate agency or authority.
- h. No property of EMAX is "tax-exempt use property" within the meaning of Section 168(h) of the Code nor property that EMAX or any of its Subsidiaries will be required to treat as being owned by another person pursuant to Section 168(f)(8) of the Internal Revenue Code of 1954, as amended and in effect immediately prior to the enactment of the Tax Reform Act of 1986.
- i. There have been delivered or made available to GOLD RUSH true and complete copies of all income Tax Returns (or with respect to consolidated or combined returns, the portion thereof) and any other Tax Returns requested by GOLD RUSH as may be relevant to EMAX, its Subsidiaries, or their assets or operations of any and all periods ending after December 31, 2006, or for any Tax years which are subject to audit, or investigation by any taxing authority or entity.

5.18 Environmental Matters

- a. At all times prior to the date hereof, EMAX and its Subsidiaries have complied in all material respects with applicable environmental laws, orders, regulations, rules and ordinances relating to the Properties (as hereinafter defined), the violations of which would have a material adverse effect on the business or financial conditions of EMAX or any of its Subsidiaries, taken as a whole, or which would require a payment by EMAX and its Subsidiaries in excess of \$2,000 in the aggregate, and which have been duly adopted, imposed or promulgated by any legislative, executive, administrative or judicial body or officer of any Governmental body.
- b. The environmental licenses, permits and authorizations that are material to the operations of EMAX and its Subsidiaries, taken as a whole, are in full force and effect.

5.19 EMAX has not employed any broker or finder or incurred any liability for any brokerage or finder's fee or commissions or similar payments in connection with the sale of the EMAX Shares to GOLD RUSH.

5.20 Absence of Certain Commercial Practices. Neither EMAX nor any of its Subsidiaries has, directly or indirectly, paid or delivered any fee, commission, or other sum of money or item of property, however characterized, to any finder, agent, government official, or other party in the United States or any other country, which is in any manner related to the business or operations of EMAX or any of its Subsidiaries, which EMAX or one of its Subsidiaries knows or has reason to believe to have been illegal under any federal, state or local laws of the United States or any other country having jurisdiction; and neither EMAX nor any of its Subsidiaries has participated, directly or indirectly, in any boycotts or other similar practices affecting any of its actual or potential customers in violation of any applicable law or regulation.

5.21 Transactions with Directors or Officers. EMAX and its Subsidiaries do not engage in business with any Person in which any of EMAX's directors or officers has a material equity interest. No director or officer of EMAX owns any property, asset or right which is material to the business of EMAX and its Subsidiaries, taken as a whole.

5.22 Borrowing and Guarantees. EMAX and its Subsidiaries (a) do not have any indebtedness for borrowed money, (b) are not lending or committed to lend any money (except for advances to employees in the ordinary course of business), and (c) are not guarantors or sureties with respect to the obligations of any Person.

6. Representations and Warranties of GOLD RUSH

GOLD RUSH represents and warrants to EMAX that, to the Knowledge of GOLD RUSH (which limitation shall not apply to Section 6.3), and except as set forth in the GOLD RUSH Disclosure letter:

6.1 Organization of GOLD RUSH: Authorization.

GOLD RUSH is a corporation duly organized, validly existing and in good standing under the laws of the state of Utah with full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action of GOLD RUSH and this Agreement constitutes a valid and binding obligation of GOLD RUSH; enforceable against it in accordance with its terms.

6.2 Capitalization. The authorized capital stock of GOLD RUSH consists of 500,000,000 shares of common stock, par value \$.000001 per share. As of May 2, 2007 GOLD RUSH had 48,437,500 shares of common stock issued and outstanding. As of the Closing Date, all of the issued and outstanding shares of common stock of GOLD RUSH are validly issued, fully paid and non-assessable.

6.3 Ownership of GOLD RUSH Shares. The delivery of certificates to EMAX provided in section 2.3 will result in Shareholder's of EMAX immediate acquisition of record and beneficial ownership of the GOLD RUSH Shares, free and clear of all Encumbrances other than as required by State and Federal securities laws.

- 6.4 No Conflicts as to GOLD RUSH and Subsidiaries. Neither the execution and delivery of this agreement nor the consummation of the sale of the GOLD RUSH Shares to EMAX will (a) violate any provision of the certificate of incorporation or by-laws (of other governing instrument) of GOLD RUSH or any of its Subsidiaries or (b) violate, or be in conflict with, 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 excuse performance by any Person of any of its obligations under, or cause the acceleration of the maturity of any debt of obligation pursuant to, or result in the creation or imposition of any Encumbrance upon any property or assets of GOLD RUSH or any of its Subsidiaries is a party or by which any of their respective property or assets is bound, or to which any of the property or assets of GOLD RUSH or any of its Subsidiaries is subject, or (c) violate any statute of law or any judgment, decree, order, regulation or rule of any court of other Governmental Body applicable to GOLD RUSH of any of its Subsidiaries except, in the case of violations, conflicts, defaults, terminations, accelerations or Encumbrances described in clause (b) of this Section 6.4, for such matters which are not likely to have a material adverse effect on the business or financial condition of GOLD RUSH and its Subsidiaries, taken as a whole.
- 6.5 Consents and Approvals of Governmental Authorities. No consent approval or authorization of, or declaration, filing or registration with, any Governmental Body is required to be made or obtained by EMAX or GOLD RUSH or any of its Subsidiaries in connection with the execution, delivery and performance of this Agreement by GOLD RUSH or the consummation of the sale of the GOLD RUSH Shares to EMAX.
- 6.6 Other Consents. No consent of any Person is required to be obtained by EMAX or GOLD RUSH to the execution, delivery and performance of this Agreement or the consummation of the sale of the GOLD RUSH Shares to EMAX including but not limited to, consents from parties to leases or other agreements or commitments, except for any consent which the failure to obtain would not be likely to have a material adverse affect on the business and financial condition of EMAX or GOLD RUSH.
- 6.7 Financial Statements. GOLD RUSH has delivered to EMAX consolidated balance sheets of GOLD RUSH and its Subsidiaries as at December 31, 2005 and statements of income and changes in financial position for the period then ended December 31, 2006, together with the report thereon of GOLD RUSH's independent accountant (the "GOLD RUSH Financial Statements"). Such GOLD RUSH Financial Statements are internally prepared and unaudited but fairly present the consolidated financial condition and results of operation of GOLD RUSH and its Subsidiaries as at the respective dates thereof and for the periods therein referred to, all in accordance with generally accepted United States accounting principles consistently applied throughout the periods involved, except as set forth in the notes thereto, and shall be utilized in any SEC filing in compliance with Rule 310 of Regulation S B promulgated under the Securities Act.
- 6.8 Brokers or Finders. GOLD RUSH has not employed any broker or finder or incurred any liability for any brokerage or finder's fee or commissions or similar payments in connection with the sale of the GOLD RUSH Shares to EMAX.

7. Access and Reporting; Filing with Governmental Authorities; Other Covenants

- 7.1 Access Between the date of this Agreement and the Closing Date. Each of EMAX and GOLD RUSH shall (a) give to the other and its authorized representatives reasonable access to all plants, offices, warehouse and other facilities and properties of EMAX of GOLD RUSH, as the case may be, and to its books and records, (b) permit the other to make inspections thereof, and (c) cause its officers and its advisors to furnish the other with such financial and operating data and other information with respect to the business and properties of such party and its Subsidiaries and to discuss with such and its authorized representatives its affairs and those of its Subsidiaries, all as the other may from time to time reasonably request.
- 7.2 Exclusivity. From the date hereof until the earlier of the Closing or the termination of this Agreement, EMAX shall not solicit or negotiate or enter into any agreement with any other Person with respect to or in furtherance of any proposal for a merger or business combination involving or acquisition of any interest in, or (except in the ordinary course of business) sale of assets by, EMAX, except for the exchange of the GOLD RUSH Shares for the EMAX Shares from EMAX's shareholders.
- 7.3 Regulatory Matters. EMAX and GOLD RUSH shall (a) file with applicable regulatory authorities any applications and related documents required to be filed by them in order to consummate the contemplated transaction and (b) cooperate with each other as they may reasonably request in connection with the foregoing.

8. Conduct of EMAX's Business Prior to the Closing

- 8.1 Operation in Ordinary Course. Between the date of this Agreement and the Closing Date, EMAX shall cause conduct its business in all material respects in the ordinary course.
- 8.2 Business Organization. Between the dates of this Agreement and the Closing Date, EMAX shall (a) preserve substantially intact the business organization of EMAX; and (b) preserve in all material respects the present business relationships and good will of EMAX and each of its Subsidiaries.
- 8.3 Corporate Organization. Between the date of this Agreement and the Closing Date, EMAX shall not cause or permit any amendment of its certificate of incorporation or by-laws (or other governing instrument) and shall not:
- a. issue, sell or otherwise dispose of any of its Equity Securities, or create, sell or otherwise dispose of any options, rights, conversion rights or other agreements or commitments of any kind relating to the issuance, sale or disposition of any of its Equity

Securities;

- b. create or suffer to be created any Encumbrances thereon, or create, sell or otherwise dispose of any options, rights, conversion rights or other agreements or commitments of any kind relating to the sale or disposition of any Equity Securities;
- c. reclassify, split up or otherwise change any of its Equity Securities; sell, lease license or otherwise dispose of any of its properties or assets (including but not limited to rights with respect to patents and registered trademarks and copyrights or other proprietary rights), in an amount which is material to the business or financial condition of EMAX and its Subsidiaries, taken as a whole except in the ordinary course of business; or

8.4 Other Restrictions. Between the date of this Agreement and the Closing Date, EMAX shall not:

- a. borrow any funds or otherwise become subject to, whether directly or by way of guarantee or otherwise, any indebtedness for borrowed money;
- b. create any material Encumbrance on any of its material properties or assets.
- c. increase in any manner the compensation of any director or officer or increase in any manner the compensation of any class of employees;
- d. create or materially modify any material bonus, deferred compensation, pension, profit sharing, retirement, insurance, stock purchase, stock option, or other fringe benefit plan, arrangement or practice or any other employee benefit plan (as defined in section 3(3) of ERISA);
- e. make any capital expenditure or acquire any property or assets;
- f. enter into any agreement that materially restricts GOLD RUSH or EMAX or any of their Subsidiaries from carrying on business;
- g. pay, discharge or satisfy any material claim, liability or obligation, absolute, accrued, contingent or otherwise, other than the payment, discharge or satisfaction in the ordinary course of business of EMAX or obligations reflected in the EMAX Financial Statements or incurred in the ordinary course of business and consistent with past practice since the date of the EMAX Financial Statements; or
- h. cancel any material debts or waive any material claims or rights.

9. Definitions

As used in this Agreement, the following terms have the meanings specified or referred to in this Section 9.

- 9.1 Business Day. Any day that is not a Saturday or Sunday or a day on which banks located in the City of New York are authorized or required to be closed.
- 9.2 Code. The Internal Revenue code of 1986, as amended.
- 9.3 Encumbrances. Any security interest, mortgage, lien, charge, adverse claim or restriction of any kind, including but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, other than a restriction on transfer arising under Federal or State securities laws.
- 9.4 Equity Securities. See Rule 3a-11-1 under the Securities Exchange Act of 1934.
- 9.5 ERISA. The Employee Retirement Income Security Act of 1974, as amended.
- 9.6 Governmental Body. Any domestic or foreign national, state or municipal or other local government or multi-national body (including, but not limited to, the European Economic Community), and subdivision, agency, commission or authority thereof.
- 9.7 Knowledge. Actual knowledge, after reasonable investigation.
- 9.8 Person. Any individual, corporation, partnership, joint venture, trust, association, unincorporated organization, other entity, of Governmental Body.
- 9.9 Subsidiary. With respect to any Person, and corporation of which securities having the power to elect a majority of that corporation's Board of Directors (other than securities having that power only upon the happening of a contingency that has not occurred) are held by such Person or one or more of its Subsidiaries.

10. Termination

- 10.1 Termination. This Agreement may be terminated before the Closing Date occurs only as follows:

- a. by written agreement of EMAX and GOLD RUSH at any time;
- b. by GOLD RUSH, by notice to EMAX at any time, if one or more of the conditions specified in Section 4 is not satisfied at the time at which the Closing (as it may be deferred pursuant to Section 2.1) would otherwise occur or if the satisfaction of such a condition is or becomes impossible.
- c. by EMAX, by notice to GOLD RUSH at any time, if one or more of the conditions specified in Section 3 is not satisfied at the time at which the Closing (as it may be deferred pursuant to Section 2.1), would otherwise occur or if satisfaction of such a condition is or becomes impossible;
- d. by either EMAX or GOLD RUSH, by notice to the other at any time after June 1, 2007.

10.2 Effect of Termination. If this Agreement is terminated pursuant to Section 10.1, this Agreement shall terminate without any liability or further obligation of any party to another.

11 Notices. All notices, consents, assignments and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when (a) delivered by hand, (b) sent by telex or facsimile (with receipt confirmation), provided that a copy is mailed by registered mail, return receipt requested, or (c) received by the delivery service (receipt requested), in each case to the appropriate address, telex numbers and facsimile numbers set forth below (or to such other address, telex number and facsimile numbers as a party may designate as to itself by notice to the other parties).

If to GOLD RUSH Investments Corp.:

Ms DiAnne Christmas
 Gold Rush Investments, Corp
 358 South 700, Suite B149
 Salt Lake City, Utah

If to EMAX Holdings Corp.:

Ms. Roxanna Weber
 EMAX Holdings, Inc.
 2576 Memorial Blvd
 Springfield, Tennessee 37172

12. Miscellaneous

- 12.1 Expenses. Each party shall bear its own expenses incident to the preparation, negotiation, execution and delivery of this Agreement and the performance of its obligations hereunder.
- 12.2 Captions. The captions in this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this Agreement.
- 12.3 No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing.
- 12.4 Exclusive Agreement: Amendment. This Agreement supercedes all prior Agreements among the parties with respect to its subject matter with respect thereto and cannot e changed or terminated orally.
- 12.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument.
- 12.6 Governing Law. This Agreement and (unless otherwise provided) all amendments hereof and waivers and consents hereunder shall be governed by the internal law of the States of Delaware and Utah, without regard to the conflicts of law principles thereof.
- 12.7 Binding Effect. This Agreement Shall insure to benefit of and be binding upon the parties hereto and their respective successors and assigns, provided that neither party may assign its rights hereunder without the consent of the other, provided that, after the Closing, no consent of EMAX shall be needed in connection with any merger or consolidation of GOLD RUSH with or into another entity.

IN WITNESS WHEREOF, the corporate parties hereto have caused this Agreement to be executed by their respective officers, hereunto duly authorized and entered into as of the date first above written.

DiAnne Christmas, President

On behalf of Gold Rush Investments Corp.

Roxanna Weber

President of EMAX Holdings Corp.

eMax Holdings Corporation Signs Merger Agreement With Gold Rush Investments Corp.

May 8, 2007 eMax Holdings Corporation (PINKSHEETS: EMXC) <http://www.emaxcorp.com> announces they have signed the merger agreement with Gold Rush Investments Corp. Roxanna Weber, CEO of eMax Holdings Corporation, stated, "The merger will allow the company to consolidated their three operating divisions within the company. The reorganization of the company will allow the company to focus on Financial Markets, Media and technology industries." Specific terms of the merger will follow in an upcoming press release.

About Gold Rush Investments Corp.

Gold Rush Investments Corp. was formed to serve as an investment and development holding company and actively acquiring real estate, financial and energy properties in the U.S. and Canada. Gold Rush Investments Corp. owns and has developed the Gold Rush Network, www.goldrushnetwork.com, a financial network forged of some the most qualified firms and individuals in the Financial Community. The Gold Rush Network provides stock quotes, foreign currency rates, news, and a tremendous variety of other investment information. One can read all of the information in any one of 25 languages!

About eMax Holdings Corporation

eMax Holdings Corporation (<http://www.emaxcorp.com>) is a diversified holding company investing in multimedia, entertainment, communication, broadcasting, IT, artificial intelligence technologies, energy and finance industries.

This press release contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, which are intended to be covered by the safe harbors created thereby. Investors are cautioned that all forward-looking statements involve risks and uncertainties, including, without limitation, the future press releases of eMax.

Contact:

eMax Holdings Corp.
Roxanna Weber
866-585-2065
info@emaxcorp.com
<http://www.emaxcorp.com>
<http://www.goldrushnetwork.com>

eMax Holdings Corporation Signs Agreement to Acquire Gold Rush Investments Corporation

eMax Holdings Corporation (PINKSHEETS: EMXC) <http://www.emaxcorp.com>, announces they have entered into an agreement to acquire Gold Rush Investments Corp. Roxanna Weber, CEO of eMax Holdings Corporation, stated that this is the beginning of several new events that will help to consolidate company holdings and to allow the company to focus on Real Acquisition and Development projects.

About Gold Rush Investments Corp.

Gold Rush Investments Corp. was formed to serve as a real estate investment and development holding company and is actively acquiring and developing real estate, financial and energy properties in the U.S. and Canada. Investors can find current updates and developments at <http://www.goldrushinvestments.com>. Gold Rush Investments Corp. owns and has developed the Gold Rush Network (www.goldrushnetwork.com), a financial network forged of some the most qualified firms and individuals in the Financial Community. Gold Rush Investments Corporation's Financial Division will continue to develop, market, and operate many financial portals, search engines, browser and security technologies, and many other products and services related to the financial industry. Don O'Neill, president, stated, "You can find all stock audio interviews at the Gold Rush News Player. The Gold Rush News radio player does not require Windows Media player, Real Media Player or any other player to load to hear the interviews."

About eMax Holdings Corporation

eMax Holdings Corporation (<http://www.emaxcorp.com>) is a diversified holding company investing in multimedia, entertainment, communication, broadcasting, IT, artificial intelligence technologies, energy and finance industries.

This press release contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, which are intended to be covered by the safe harbors created thereby. Investors are cautioned that all forward-looking statements involve risks and uncertainties, including, without limitation, the future press releases of eMax.

Contact:

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Roxanna Weber
866-585-2065
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<http://www.goldrushnetwork.com>