

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): **September 1, 2017**

RISE GOLD CORP.

(Exact Name of Registrant as Specified in Charter)

Nevada
*(State or other jurisdiction of
incorporation)*

000-53848
*(Commission File
Number)*

30-0692325
(IRS Employer Identification No.)

488 – 1090 West Georgia Street
Vancouver, British Columbia
Canada
(Address of principal executive offices)

V6E 3V7
(Zip Code)

Registrant's telephone number, including area code: **(604) 260-4577**

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)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement

On September 1, 2017, the Company entered into a third amending agreement with Sierra Pacific Industries Inc. to amend an option agreement dated January 6, 2017 as amended April 3, 2017 and June 7, 2017 relating to the purchase of a 100% interest in and to certain surface rights totaling approximately 82 acres located near Grass Valley, California, United States, contiguous to the Company's Idaho-Maryland Gold Mine property. The amendment provides for a further extension of the closing date from September 30, 2017 to June 30, 2018 and provides the Company with the right to access the property to conduct exploration drilling operations prior to the closing date. The amendment also includes a payment schedule for the remaining balance of the purchase price of US\$1,300,000 with cash payments to be made as follows: US\$300,000 on each of September 30, 2017, December 30, 2017 and March 30, 2018 and US\$400,000 on June 30, 2018. When all remaining payments have been made, the Company will have paid the entire purchase price of US\$1,900,000.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit

No. _____

Description

10.1	Third Amendment to Option Agreement with Sierra Pacific Industries dated September 1, 2017
99.1	Press release dated September 20, 2017

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 hereunto duly authorized.

Date: September 21, 2017

RISE RESOURCES INC.

/s/ Cale Thomas

Cale Thomas

Chief Financial Officer

Third Amendment to Option Agreement

This Third Amendment is dated as of September 1, 2017

AMONG:

Sierra Pacific Industries, Inc.,
With an address at:
19794 Riverside Avenue, Anderson, CA 96007

(the "Optionor")

AND:

Rise Grass Valley, Inc.,
A Nevada corporation with an address at
Suite 448 – 1090 West Georgia Street, Vancouver, BC V6E 3V7

(the "Optionee").

WHEREAS:

- A. The parties entered into a certain Option Agreement dated January 6, 2017.
- B. The Option Agreement established a Closing Date of March 31, 2017.
- C. On March 15, 2017, the parties executed the Amendment to Option Agreement ("First Amendment"), which amendment extended the Closing Date until June 30, 2017.
- D. On June 7, 2017, the parties executed the Second Amendment to Option Agreement ("Second Amendment"), which amendment extended the Closing Date until September 30, 2017.
- E. Through this Third Amendment, the parties intend to extend the Closing Date to June 30, 2018, and provide for a specific payment schedule of non-refundable payments to occur while the Optionee has access to the Property for drilling exploration core holes.

NOW THEREFORE, in consideration of the mutual promises contained herein and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Change of Closing Date.** Section 1.1 (b) shall be replaced with the following term:

(b) "Closing Date" means June 30, 2018, or such other date as may be agreed upon by the parties;

2. **Exploration Activities.** Section 2.4 shall be added to the Option Agreement as follows:

2.4 During the term of this Option Agreement, the Optionee shall be granted access to the Property to conduct exploration drilling operations. Optionee shall obtain any necessary government approvals to conduct exploration drilling and shall comply with all applicable laws. Optionee shall indemnify Optionor for any damages caused by its exploration drilling activities.

3. **Additional Deposit Amount.** In consideration for granting an extension to the Closing Date, the Optionee shall transfer the sum of \$300,000 ("Third Additional Deposit") to Optionor by September 30, 2017. The Third Additional Deposit shall be non-refundable and shall be applied to the purchase price as set forth in Section 3.1 of the Option Agreement. Additional non-refundable deposits of \$300,000 shall each be made on December 30, 2017 and March 30th, 2018, and a final payment of \$400,000 shall be made on June 30, 2018, which all shall apply against the purchase price as set forth in Section 3.1 of the Option Agreement. If there is a material breach of Optionee's obligation to make any of the above additional payments, the Option Agreement shall terminate and Optionee shall not be obligated to make additional payments to Optionor.
4. **Entire Agreement.** This Third Amendment along with the Second Amendment First Amendment and the Option Agreement constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of an between the parties relating to the Property (as defined in the Option Agreement) and there are no representations, warranties, covenants or other agreements among the parties in connection with the subject matter hereof except as specifically set forth in this Third Amendment and in the Option Agreement.

IN WITNESS WHEREOF the parties have executed this Third Amendment as of the date first written above.

Sierra Pacific Industries Inc.

Per: 

Name: MD Emmerson
Title: Chairman and CFO

Rise Grass Valley Inc.

Per: 

Name: Benjamin Mossman
Title: CEO



RISE ANNOUNCES EXTENSION OF LAND PURCHASE AGREEMENT

September 20, 2017 – Vancouver, British Columbia ó Rise Gold Corp. (CSE: RISE, OTC: RYES) (õRiseö or the õCompanyö) announces that it has negotiated an extension of the remaining payment due for the purchase of the 82-acre parcel of M-1 Industrial land (the õMill Siteö or the õPropertyö) adjacent to the historic New Brunswick mine shaft in Nevada County, California. The extension of the payment terms will allow the Company to focus its financial resources on the upcoming exploration drill program at the Idaho-Maryland Gold Project. The Mill Site land purchase has previously been disclosed by news releases on August 8th 2017 and April 7th 2017. The Company has invested US\$600,000 in the Property to date. The remaining balance of US\$1,300,000 payable in four payments over the next year is shown in Table 1.

Table 1 – Payment Schedule for Mill Site Property Purchase

Date	Payment (USD)
Sep 30th 2017	\$300,000
Dec 30th 2017	\$300,000
Mar 30th 2018	\$300,000
Jun 30th 2018	\$400,000

The Company believes this land purchase is a valuable addition to the Idaho-Maryland Gold Project.

The Mill Site property is located directly adjacent to the Brunswick Mine shaft where the Company currently owns 37 acres of surface land. The Mill Site land previously hosted a major commercial lumber mill and 55,000 ft² of industrial buildings until 1991. All buildings have subsequently been removed. The property has a large leveled area of ~40 acres. The Mill Site has a recycle pond which was constructed in 1988 and used to collect spray runoff from the lumber mill. The pond has a surface area of approximately 3.7 acres and a design capacity of approximately 40 acre-feet. The pond is believed to be lined with a single 2 ft layer of clay and was designed by a registered civil engineer.

About Rise Gold Corp

Rise is an exploration-stage mining company. The Company's principal asset is the historic past producing Idaho-Maryland Gold Mine located in California, USA. The Idaho-Maryland Gold Mine is one of the United States' greatest past producing gold mines with total past production of 2,414,000 oz of gold from 1866-1955. Rise is a US corporation incorporated in Nevada, USA and maintains its head office in Vancouver, British Columbia, Canada.

On behalf of the Board of Directors:

Benjamin Mossman
President, CEO and Director
Rise Gold Corp.

For further information, please contact:

RISE GOLD CORP

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Vancouver, BC V6E 3V7

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info@risegoldcorp.com

www.risegoldcorp.com

Benjamin Mossman, P.Eng, CEO of the Rise Gold Corp, is the Qualified Person responsible for the content of this news release. The CSE has not reviewed, approved or disapproved of the contents of this news release.

Forward-Looking Statements

This press release contains certain forward-looking statements within the meaning of applicable securities laws. Forward-looking statements are frequently characterized by words such as "plan", "expect", "project", "intend", "believe", "anticipate", "estimate" and other similar words or statements that certain events or conditions "may" or "will" occur.

Although the Company believes that the expectations reflected in the forward-looking statements are reasonable, there can be no assurance that such expectations will prove to be correct. Such forward-looking statements are subject to risks, uncertainties and assumptions related to certain factors including, without limitation, obtaining all necessary approvals, meeting expenditure and financing requirements, compliance with environmental regulations, title matters, operating hazards, metal prices, political and economic factors, competitive factors, general economic conditions, relationships with vendors and strategic partners, governmental regulation and

supervision, seasonality, technological change, industry practices, and one-time events that may cause actual results, performance or developments to differ materially from those contained in the forward-looking statements. Accordingly, readers should not place undue reliance on forward-looking statements and information contained in this release. Rise undertakes no obligation to update forward-looking statements or information except as required by law.