

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

February 14, 2013

Date of Report (Date of earliest event reported)

RED METAL RESOURCES LTD.

(Exact name of registrant as specified in its charter)

NEVADA

(State or other jurisdiction of incorporation)

000-52055

(Commission File Number)

20-2138504

(IRS Employer Identification No.)

195 Park Avenue  
Thunder Bay  
Ontario, Canada

(Address of principal executive offices)

P7B 1B9

(Zip Code)

1 (807) 345-7384

Registrant's telephone number, including area code

NOT APPLICABLE

(Former name or former address, if changed since last report)

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))
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**ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT**

In Santiago de Chile, on February 11, 2013, Minera Polymet Limitada (“Vendor”), a Chilean subsidiary of Red Metal Resources Ltd., entered into a Memorandum of Understanding (“MOU”) with, Geoactiva Spa, “Geoactiva”.

The MOU will serve to confirm Geoactiva’s intention to acquire 100% of the mining concessions group named “Perth” through the execution of a mining option purchase agreement (the “Option Agreement”), and declaring the Vendor’s interest in granting such option and subsequently transferring the mining concessions. For a detailed list of the concessions please refer to the MOU filed as an attachment to this form 8-K.

1. Option price. In order to maintain the option to purchase valid and finally to acquire the Perth, Geoactiva shall pay the Vendor the total amount of \$1,000,000 USD in the following instalments:

	<b>Payment of Price US\$</b>
Upon execution of Option Agreement (“Execution date”)	37,500
6 months after Execution date	37,500
12 months after Execution date	50,000
18 months after Execution date	50,000
24 months after Execution date	100,000
30 months after Execution date	100,000
36 months after Execution date	125,000
42 months after Execution date	250,000
48 months after Execution date	250,000
Total	1,000,000

All of the above payments shall be made only if Geoactiva wishes to keep the Option Agreement in force and finally to exercise the option to purchase.

Upon exercise of the Option Agreement and once the commercial production begins, Geoactiva will pay the Vendor an NSR of 1.5% from the sale of gold, copper, and cobalt extracted from the Perth property. At any time after the exercise of the Option Agreement and fulfilling the investment commitment of \$3,500,000 in exploration expenditure, Geoactiva may purchase 100% NSR as follows:

**Gold:** paying US \$5 per inferred ounce of gold, according to the definition of Inferred Mineral Resource in the *CIM Definition Standards on Mineral Resources and Mineral Reserves*

**Copper:** US \$0.005 per inferred ounce of copper, according to the definition of Inferred Mineral Resource in the *CIM Definition Standards on Mineral Resources and Mineral Reserves*

**Cobalt:** If Geoactiva acquires the NSR with respect to gold, copper, or both, the NSR relating to cobalt will be terminated

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Upon execution of the Option Agreement, Geoactiva shall incur the exploration expenditures, described in Exhibit C of the attached MOU, as follows:

Date	US\$
Within 12 months from execution date	500,000
12-24 months from execution date	1,000,000
24-36 months from execution date	1,000,000
36-48 months from execution date	1,000,000
Total	3,500,000

If Geoactiva fails to incur the required exploration expenditures during a specific period it may fulfill its obligations by paying outstanding amount in cash to the Vendor.

2. Due diligence. Geoactiva shall have 60 days (“Due Diligence Period”) from February 11, 2013 to conduct the legal, technical, and other background review of the Perth. At any time during the Due Diligence Period, Geoactiva may communicate in writing of its decision to execute the Option Agreement. During the Due Diligence period and until the execution of the Option Agreement, the Vendor shall provide exclusivity rights to Geoactiva and refrain from any negotiations with third parties.

3. Failure to make payments. If Geoactiva fails to make any payment within the terms indicated for this purpose in the Option Agreement it will be deemed that Geoactiva will not pursue to carry on with the Option Agreement and abandons its interest in the Perth.

The foregoing descriptions of the MOU do not purport to be complete and are qualified in their entirety by reference to the complete text of the MOU attached as Exhibit 10.1. A copy of the Company’s news release is also attached as Exhibit 99.1

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS**

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.1	Memorandum (Minutes) of Understanding between Geoactiva Spa and Minera Polymet Limitada
99.1	News Release dated February 14, 2013

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**SIGNATURE**

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.

**RED METAL RESOURCES LTD.**

Date: February 14, 2013

By: /s/ Caitlin Jeffs

Name: Caitlin Jeffs

Title: Chief Executive Officer and President

**MINUTES OF UNDERSTANDING**

**BETWEEN**

**GEOACTIVA SPA**

**AND**

**MINERA POLYMET LIMITADA**

In Santiago, Chile, on February 11, 2013, appear: on the one hand, **GEOACTIVA SPA**, a mining company, taxpayer's identification number 76.158.615-7 duly represented, as shall be evidenced, by Juan Paulo Bambach Salvatore, Chilean, lawyer, married, national identification number 7,010,465-2 and Nicolás Noguera Correa, Chilean, engineer, married, national identification number 13,471,180-9, all domiciled at Presidente Riesco Street number 5335, 21<sup>st</sup> Floor, office 2104, Las Condes, Santiago, hereinafter also "Geoactiva" or the "Beneficiary" and, on the other, **MINERA POLYMET LIMITADA**, a mining company, taxpayer's identification number , duly represented, as shall be evidenced, by Mr. Kevin Mitchell, Canadian, businessman, married, national identification number 14,498,917-1, both domiciled at Baldomero Lillo N° 3260, Vallenar, hereinafter also the "Proprietor" and all the aforementioned jointly referred to as the "Parties" and individually as a "Party", have agreed upon the following Minutes of Understanding (the "MOU"):

**WHEREAS,**

- i. The Proprietor is the sole and current owner of the mining concessions group named "Perth", located in Cachina Grande, Province of Huasco, Third Region, Chile. The listing of all and each of the mining concessions is attached hereto as Annex A. For this instrument's purposes, all rights and mining concessions listed under said Annex, are referred to as the "Mining Concessions";
- ii. Geoactiva intends to acquire the Mining Concessions through the execution of a mining option purchase agreement (the "Option Agreement"), declaring the Proprietor its interest in granting such option and subsequently transferring said Mining Concessions, all of the foregoing in the terms and conditions set forth herein.

**THE PARTIES AGREE THAT,**

**1. MINING PROPERTY.-**

Geoactiva intends, through the execution of the Option Agreement and subsequent exercise of the option contained therein, to acquire 100% of the Mining Concession, including, with no additional cost whatsoever, all rights existing over superficial lands, water rights and any other right that is necessary for the development of projects in the Mining Concessions, that are directly or indirectly owned by the Proprietor.

**2. PAYMENT SCHEDULE.-**

2.1 In order to maintain the option to purchase valid and finally to acquire the Mining Concessions, Geoactiva shall pay the Proprietor the total amount of 1,000,000 USD, in the following installments:

- a) The amount of 37,500 USD together with the execution of the Option Agreement;
- b) The amount of 37,500 USD within the term of 6 months counted as of the date of execution of the Option Agreement;
- c) The amount of 50,000 USD within the term of 12 months counted as of the date of execution of the Option Agreement;
- d) The amount of 50,000 USD within the term of 18 months counted as of the date of execution of the Option Agreement;
- e) The amount of 100,000 USD within the term of 24 months counted as of the date of execution of the Option Agreement;
- f) The amount of 100,000 USD within the term of 30 months counted as of the date of execution of the Option Agreement;
- g) The amount of 125,000 USD within the term of 36 months counted as of the date of execution of the Option Agreement;
- h) The amount of 250,000 USD within the term of 42 months counted as of the date of execution of the Option Agreement; and
- i) The amount of 250,000 USD within the term of 48 months counted as of the date of execution of the Option Agreement.

The Parties hereby agree that all payments indicated above will be a condition precedent to the exercise of the option to be granted under the Option Agreement. All the aforementioned payments will be facultative for Geoactiva and shall be made only if it wishes the Option Agreement to remain in force and finally to exercise the option to purchase contained therein.

2.2 The option to purchase shall be exercised within 4 years counted as of the execution of the Option Agreement.

2.3 The Beneficiary is entitled to exercise the option to purchase the Mining Concessions in advance, through the payment of the outstanding price by the time of such exercise, as established in the payment schedule indicated in 2.1 above.

2.4 All payments shall be made in pesos, Chilean currency, according to the exchange rate "*dólar observado*" published on the Official Gazette two days prior to the relevant payment.

### 3. NSR.-

3.1 Upon the exercise of the option and once the commercial production of the Mining Concession has begun, the Beneficiary shall pay the Proprietor a net smelter return royalty ("NSR") of 1.5 % of what the Beneficiary receives for the selling of concentrates, dore metal, bullion and other products obtained from the recovery of fine contents of gold, copper and cobalt – after applicable and common discounts - derived from the minerals extracted as a result of the exploitation of the Mining Concessions.

3.2 At any time after the exercise of the option and provided that the total amount of 3,500,000 USD has been invested in "Exploration Expenditures" in the "Project" (as defined below), Geoactiva may acquire 100% of the NSR regarding:

a) **Gold:** by paying in one installment 5 USD per inferred ounce of gold, according to the definition of Inferred Mineral Resource in the *CIM Definition Standards on Mineral Resources and Mineral Reserves*; present in the Mining Concessions, that is certified by a third party agreed by both parties *In absence of agreement, this third party shall be appointed by the arbitrator designated in the Option Agreement.*

b) **Copper:** by paying in one installment 0.005 USD per inferred pound of copper, according to the definition of Inferred Mineral Resource in the *CIM Definition Standards on Mineral Resources and Mineral Reserves*; present in the Mining Concessions, that is certified by a third party agreed by both parties *In absence of agreement, this third party shall be appointed by the arbitrator designated in the Option Agreement*

Should Geoactiva acquire the NSR with respect to Gold; Copper or both; the NSR relating to cobalt will be immediately terminated, there being no further obligations for the Beneficiary in this regard.

3.3 The Proprietor shall grant the Beneficiary a preemptive right to acquire the NSR. The procedure for the exercise of such preemptive right will be established in the Option Agreement.

3.4 Finally, the Parties hereby agree that they will waive the resolatory action that may derive from the NSR in the Option Agreement.

#### 4. INVESTMENT COMMITMENTS.-

During the validity of the Option Agreement, Geoactiva shall perform, regarding the "Project" defined by the boundaries in Annex B which includes the Mining Concessions as well as other concessions, certain exploration investments and expenses, hereinafter the "Exploration Expenditures", according to the following schedule:

- Within 12 months counted as of the execution of the Option Agreement, the amount of 500,000 USD.
- By the 24<sup>th</sup> month counted from the execution of the Option Agreement, the accumulated amount of 1,500,000 USD.
- By the 36<sup>th</sup> month counted from the execution of the Option Agreement, the accumulated amount of 2,500,000 USD.
- By the 48<sup>th</sup> month counted from the execution of the Option Agreement, the total amount of 3,500,000 USD.

The Parties agree upon a detailed protocol, attached hereto as Annex C, which contains all expenses to be considered as "Exploration Expenditures" under the Option Agreement and the manner in which these will be accounted and confirmed. Notwithstanding the foregoing,

the definition of the investments to be made in Exploration Expenditures will be at the sole expense of Geoactiva.

If Geoactiva has not invested during a specific period all or part of the amounts referred to above in Exploration Expenditures, it will be entitled to fulfill this obligation by paying in cash the outstanding amount, for the relevant period, to the Proprietor.

## **5. DUE DILIGENCE AND OPTION AGREEMENT.-**

- 5.1 Geoactiva will carry out a legal review of all Mining Concessions' titles and others related to the Mining Concessions and the Proprietor, as well as the performance of a technical review of the geological information and further background information existing in connection with the same. Such review will be made in a maximum term of [60] days counted as of this date, hereinafter the "Due Diligence Period".
- 5.2 The Proprietor shall provide all available information in order to proceed with the aforementioned review of all corporate aspects of the Proprietor and the Mining Concessions. Minerfa Activa will send a list of all documents to be analyzed during the Due Diligence Period.
- 5.3 At any time during the Due Diligence Period and before it has expired, the Beneficiary shall communicate to the Proprietor – in writing and through any means – its intention of continuing with the acquisition of the Mining Concessions. If the Beneficiary has not expressed its intentions in the aforementioned manner once the Due Diligence Period has expired, it shall be understood that it will not proceed with the acquisition and consequently the Proprietor will be entitled to commercialize the Mining Concessions in the terms it deems convenient.
- 5.4 Should the intention of continuing with the transaction be expressed, the Parties shall execute the Option Agreement in the terms set forth in Article 169 of the Mining Code and other applicable regulations. The Option Agreement shall contain the terms and conditions established herein as well as any other provision or clause commonly used in this type of agreements.
- 5.5 The parties hereby express that it is their intention that all provisions in this MOU relating to the terms and conditions in which the Option Agreement is to be executed are to be considered binding.
- 5.6 Should the intention of continuing with the transaction be expressed by the Beneficiary in terms referred to above and, nonetheless, the Proprietor refuses to execute the Option Agreement in terms set forth herein, the latter shall pay the Beneficiary, as a damage compensation, the amount of [200,000] USD, the foregoing notwithstanding any legal action the Beneficiary may have as a consequence of this breach.

## **6. EXCLUSIVITY.-**

- 6.1 As the study of a probable acquisition of the Mining Concessions by the Beneficiary implies the investment of time and resources by the latter, it is required that during the



Due Diligence Period and until the execution of the Option Agreement, the Proprietor refrains from negotiating, whether directly or indirectly, any sort of agreement for selling, leasing or of any other kind with third parties, not being authorized to supply information or to make sales offers to third parties, unless previously authorized by the Beneficiary in writing.

The Proprietor undertakes to immediately inform the Beneficiary of any offer it may receive regarding the Mining Concessions, whatever maybe the conditions or means in which it has been formulated.

6.2 Any agreement directly or indirectly achieved, regarding the Mining Concessions during the Due Diligence Period and until the execution of the Option Agreement, will force the Proprietor to compensate the Beneficiary for all costs and expenses incurred in the due diligence process, including all legal and consultant fees.

In addition to the foregoing and should the Proprietor reach an agreement with a third party regarding the Mining Concessions in the term between the formal communication given by the Beneficiary in order to execute the Option Agreement and the execution of said document, the Proprietor expressly undertakes to pay and/or recognize in favor of the Beneficiary, as a compensation for the termination of this MOU, the amount of [100,000] USD.

## **7. PROHIBITION.-**

In the Option Agreement, the Proprietor shall voluntarily undertake not to execute any act or agreement regarding the Mining Concessions and the ores and substances contained within the limits of the same. These prohibitions shall remain in force during the validity of the Option Agreement.

## **8. CONFIDENTIALITY.-**

The Parties hereby agree that the execution of the present MOU as well as the terms and conditions contained herein are considered to be confidential information and therefore undertake not to disclose any such information without the prior written consent of the other Party, except for (i) the disclosure made to their employees, directors, officers, agents or consultants on a need to know basis or (ii) as required by applicable securities laws and authorities..

## **9. GENERAL CONDITIONS.-**

### **9.1 Mining Concessions' Protection.**

The Proprietor shall be responsible for properly and timely paying the corresponding fees of the Mining Concessions patents. During the validity of the Option Agreement the Beneficiary shall reimburse those sums against the presentation of the corresponding receipts, within the term of [30] days counted as of the reception of said receipts.

Likewise, the Proprietor undertakes to watch over and protect the Mining Concessions and defend them from third parties, being such costs entirely borne by the Proprietor.

#### 9.2 Constitution.

Should the Mining Concessions be in process, the Proprietor shall be responsible for the termination of said process until the Mining Concessions are constituted and duly registered in the corresponding Mining Custodian. The Beneficiary shall reimburse all expenses accrued in this regard during the validity of the Option Agreement, within the term of [30] days counted as of the reception of the corresponding invoices and receipts evidencing said expenses.

#### 9.3 Assignment.

Geoactiva may execute the Option Agreement, directly or through any related company.

#### 9.4 Expenses.

Each Party shall be responsible for its own expenses incurred or as a consequence of the matters and operations referenced herein.

#### 9.5 Previous Communications.

This instrument supersedes all previous offers and communications between the Parties.

#### 9.6 Applicable Law.

This instrument shall be governed by the laws of the Republic of Chile.

#### 9.7 Domicile.

For all legal purposes deriving from this instrument, the Parties establish their domicile in the city and borough of Santiago.

#### 9.8 Arbitration.

Any difficulty or controversy arising among the parties to the MOU regarding the application, interpretation, duration, validity or execution of the contract, or for any other reason, shall be submitted to arbitration pursuant to the Rules of Arbitration Procedure of the Santiago Arbitration and Mediation Center in effect at the time of its initiation.

The parties confer an irrevocable special power of attorney upon the Santiago Chamber of Commerce so that it may, at the written request of any of the parties, appoint an arbitrator from among the members of the arbitration corps of the Santiago

Arbitration and Mediation Center, who will be empowered to act as arbitrator-at-law with regard to the substance of the dispute and as ex aequo et bono with regard to the procedure.

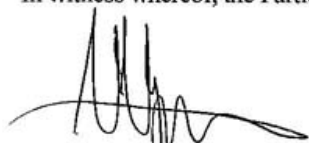
There shall be no remedy against the arbitrator's resolutions. The arbitrator is especially empowered to resolve any matter relating to his/her competence and/or jurisdiction.


Legal Capacities


The legal capacity of Mr. Nicolás Noguera Correa and Mr. Juan Paulo Bambach to act on behalf of Geoactiva, is evidenced in public deed dated September 6th, 2012, granted in Notary of Santiago of Mrs. María Gloria Acharán Toledo.

The legal capacity of Kevin Robert Mitchell to act on behalf of MINERA POLYMET LIMITADA is evidenced in Notaría Ricardo Olivares, July 17 2007.

In witness whereof, the Parties sign This MOU in two identical copies.

  
\_\_\_\_\_  
NICOLAS NOGUERA CORREA,

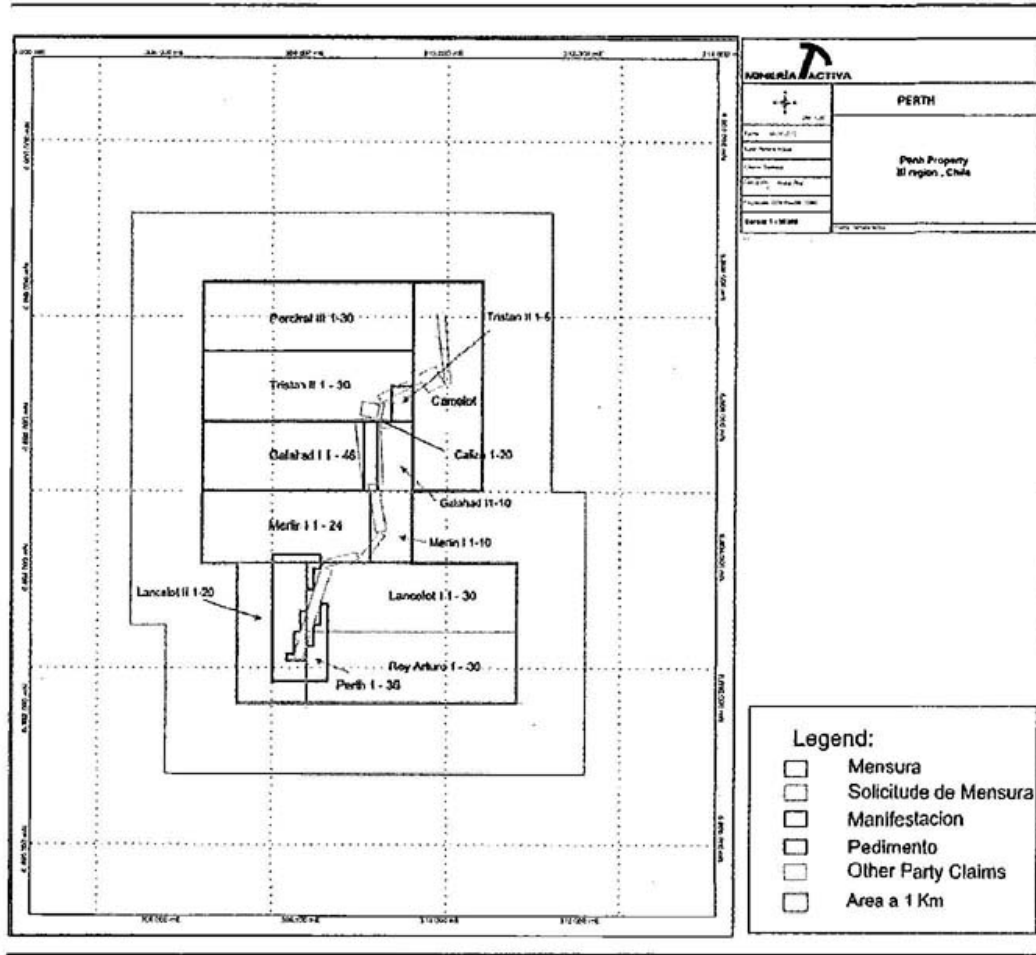
  
\_\_\_\_\_  
JUAN PAULO BAMBACH SALVATORE

  
\_\_\_\_\_  
KEVIN ROBERT MITCHELL  
P.P. MINERA POLYMET LIMITADA

## ANNEX A

Property	Registration			Mining Custodian
	Page	N°	Year	
Perth 1-36	7	6	2001	Freirina
Rey Arturo 1-30	1276	671	2008	Freirina
Lancelot 2 1-20	1274	670	2008	Freirina
Lancelot 1 1-30	1272	669	2008	Freirina
Camelot 1 al 58	11529	8546	2011	Copiapo
Merlin 1 1 al 24	1563	824	2010	Freirina
Merlin 1 1-10	1560	823	2010	Freirina
Tristan II 1 al 30	10536 vta	8384	2010	Copiapo
Tristan II A 1 al 4	10942	8702	2010	Copiapo
Galahad I 1 al 10	10538 vta	8385	2010	Copiapo
Galahad I A 1 al 45	10540 vta	8386	2010	Copiapo
Percival III 1 al 30	10542 vta	8387	2010	Copiapo

**ANNEX B**



## ANNEX C

### Protocol

#### **Exploration Expenditures**

For the purpose of section 4 of the MOU, it shall be considered as Exploration Expenditures, among others, the following:

- (i) the costs incurred for activities aimed to confirming the existence, location, quantity, quality or commercial value of mineral deposits in the concessions comprised in the Project ( the "Project Concessions"), including geological, microscopic, geochemical and geophysical surveys, trenching, access, camp, logistic, drilling, geochemical sampling of outcrops, soil, sediment and other general sampling, testing and mapping, aimed at identifying, prospect, explore, locate and delineate these deposits;
- (ii) the expenses incurred to maintain the Project Concessions, including the payment of patents;
- (iii) property tax, sales tax, import and export taxes and customs charges, provided they are related to property, equipment and investments for mining concessions;
- (iv) payments made to owners of surface land rights, to acquire the right to explore, develop and carry out mining activities in the Project Concessions;
- (v) payments to third parties for access to the use and/or purchase and or resolve any dispute or claim or any other law relating to the Project Concessions;
- (vi) permit fees, registration fees and review relating to the Project Concessions;
- (vii) correction of the property titles of the Project Concessions;
- (viii) the acquisition of outstanding interest in any part of the Project Concessions;
- (ix) all expenses regarding services rendered by third parties that relate to the development of Project Concessions;
- (x) legal and consulting fees incurred in connection with any of the items described above;
- (xi) reasonable costs related to travel and vehicle costs incurred during the time they are involved in the exploration and development of Project Concessions;
- (xii) all expenses incurred in advertising and promoting the Project Concessions;
- (xiii) the costs of environmental restoration, environmental studies, metallurgical testing and feasibility studies and analysis incurred in the exploration, evaluation and analysis of the Project Concessions;

(xiv) reasonable administrative expenses provided they are directly related to the project.

The Beneficiary shall inform the Proprietor within [30] days following the termination of each of the periods referred to in section 4 of the MOU, of the amount invested in the relevant period and the activities performed during the same. It shall be understood that the expenses are fully approved if there is no complain from the Beneficiary within [10] days as of the sending of the aforementioned report.



### **Red Metal Resources Announces Agreement to Option Perth Property for USD\$1 Million**

**THUNDER BAY, ON and VALLENAR, CHILE, February 14, 2013** – Red Metal Resources Ltd. (OTCQB:RMES), a mineral exploration company with copper-gold assets in Chile, is pleased to announce that its Chilean subsidiary, Minera Polymet Limitada, (“Polymet”) has signed a memorandum of understanding with Chilean based Geoactiva SPA (Geoactiva) whereby Geoactiva intends to acquire the option to earn 100% interest in the Perth property. To earn 100%, Geoactiva will be required to make payments totaling US\$1,000,000 and incur a total of US\$3,500,000 in exploration expenditures over a period of four years.

Polymet will retain a 1.5% net smelter royalty for all copper, gold and cobalt exploited on the property derived from the minerals extracted as a result of the exploitation of the property. Geoactiva may acquire 100% of the NSR once the option agreement is completed by paying in one installment US\$5.00 per inferred ounce of gold and US\$0.005 per inferred pound of copper in a resource estimate compliant with CIM standards on Mineral Resources and Mineral Reserves and completed by an independent third party agreed upon by Polymet and Geoactiva.

Geoactiva is a part of Minería Activa, a private equity group focused on mining in Chile. The Minería Activa group manages projects from exploration to production stage using their in-house team of geologists and mining engineers.

Caitlin Jeffs, P.Ge., President & CEO of Red Metal stated, “This timely agreement with Geoactiva meets our objectives of bringing in necessary cash flow in a tough climate for juniors. The fact that Perth will be acquired by a mining group affirms our belief in the value and production potential of other projects that we have assembled in Chile.”

Caitlin Jeffs, P. Geo., President & CEO of Red Metal, the project’s Qualified Person as defined in NI 43-101, has reviewed and approved the contents of this news release.

#### **About Red Metal Resources Ltd.**

Red Metal Resources is a mineral exploration company focused on aggressive growth through acquiring, exploring and developing copper-gold assets in Chile. Our projects are located in the prolific Candelaria iron oxide copper-gold (IOCG) belt of Chile’s coastal Cordillera, host to Freeport-McMoRan’s Candelaria Mine and Anglo American’s Mantoverde Mine. Red Metal is a fully reporting US public company quoted on the OTCQB under the symbol RMES. For more information, visit [www.redmetalresources.com](http://www.redmetalresources.com).

Except for the statements of historical fact, the information contained herein is of a forward-looking nature. Such forward-looking information involves known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievement of the company to be materially different from any future results, performance or achievements expressed or implied by statements containing forward-looking information. Accordingly, you should not place undue reliance on statements containing forward looking information. The U.S. Securities and Exchange Commission permits mining companies, in their filings with the SEC, to disclose only those mineral deposits that a company can economically and legally extract or produce. We may use certain terms in our press releases, such as "measured," "indicated," and "inferred" resources, which the SEC guidelines generally prohibit companies from including in their filings with the SEC. Investors are urged to consider closely the disclosure in our Form 10-K, which may be obtained from us, or from the SEC website.

#### **Contact:**

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