

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 Earliest Event Reported: **August 7, 2017**

**General Moly, Inc.**

*(Exact name of registrant as specified in its charter)*

**Delaware**  
*(State or other jurisdiction  
of incorporation)*

**001-32986**  
*(Commission  
file number)*

**91-0232000**  
*(IRS employer  
identification no.)*

**1726 Cole Blvd., Suite 115**  
**Lakewood, CO 80401**  
*(Address of principal executive offices, including zip code)*

**(303) 928-8599**  
*(Registrant's telephone number, including area code)*

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 (see General Instruction A.2 below):

- 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 210.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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 August 7, 2017, General Moly, Inc. (the “Company”) and Amer International Group Co., Ltd. (“Amer”) entered into a Second Amendment (the “Second Amendment”) to the Investment and Securities Purchase Agreement dated April 17, 2015, as amended by the First Amendment dated November 2, 2015 (the “Purchase Agreement”). The Second Amendment accelerates the closing of Tranche 2 of Amer’s investment under the Purchase Agreement by removing certain conditions to closing related to minimum molybdenum prices and the reissuance of water permits for the Company’s Mt. Hope Project in Nevada. Under the Second Amendment, Tranche 2 will consist of \$6,000,000 of shares of the Company’s common stock, priced at the volume weighted average price for the 30-day period ending August 7, 2017, or \$0.41 per share, for a total of 14.6 million common shares. The Tranche 2 closing is expected to occur on or about September 30, 2017.

The Second Amendment also revises the conditions to the closing of Tranche 3 of Amer’s investment. The Tranche 3 closing will be conditioned on either 1) the completion by Company and Amer of a mutually agreed acquisition involving more than 10 million shares of the Company’s common stock as consideration; or 2) the reissuance of the Mt. Hope water permits. Tranche 3 must close by the later of March 31, 2018 or 90 days after the occurrence of one of the foregoing conditions.

Also on August 7, 2017, the Company and Amer entered into a Fourth Amendment (the “Fourth Amendment”) to the Common Stock Purchase Warrant dated November 24, 2015, as amended by the First Amendment to Warrant dated April 17, 2017, the Second Amendment to Warrant dated June 16, 2017 and the Third Amendment to Warrant dated July 16, 2017 (the “Warrant”). The Fourth Amendment extends the deadline for satisfaction of all conditions to vesting of the Warrant from August 17, 2017 to the third anniversary of the reissuance of the Record of Decision for the Mt. Hope Project.

The foregoing descriptions of the Second Amendment and the Fourth Amendment are qualified in its entirety by reference to the full text of such documents, which are attached hereto as Exhibits 10.3 and 10.8, respectively.

## **Item 8.01 Other Items**

On August 8, 2017, the Company issued a press release announcing the execution of the Second Amendment and the Fourth Amendment, a copy of which is attached hereto as Exhibit 99.1.

## Item 9.01 Financial Statements and Exhibits

### (d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Investment and Securities Purchase Agreement dated April 17, 2015, between General Moly, Inc. and Amer International Group Co., Ltd. (Filed as Exhibit 10.1 to our Current Report on Form 8-K filed on December 1, 2015).
10.2	Amendment No. 1 to Investment and Securities Purchase Agreement dated November 2, 2015, between General Moly, Inc. and Amer International Group Co., Ltd. (Filed as Exhibit 10.1 to our Current Report on Form 8-K filed on December 1, 2015).
10.3	Amendment No. 2 to Investment and Securities Purchase Agreement dated August 7, 2017, between General Moly, Inc. and Amer International Group Co., Ltd.
10.4	Common Stock Purchase Warrant by and between General Moly, Inc. and Amer International Group Co. Ltd. dated November 24, 2015 (Filed as Exhibit 10.2 to our Current Report on Form 8-K filed on December 1, 2015).
10.5	First Amendment to Warrant by and between General Moly, Inc. and Amer International Group Co. Ltd. dated April 17, 2017 (Filed as Exhibit 10.2 to our Current Report on Form 8-K filed on April 18, 2017).
10.6	Second Amendment to Warrant by and between General Moly, Inc. and Amer International Group Co. Ltd. dated June 16, 2017 (Filed as Exhibit 10.3 to our Current Report on Form 8-K filed on June 20, 2017).
10.7	Third Amendment to Warrant by and between General Moly, Inc. and Amer International Group Co. Ltd. dated July 16, 2017. (Filed as Exhibit 10.4 our Current Report on Form 8-K filed on July 18, 2017).
10.8	Fourth Amendment to Warrant by and between General Moly, Inc. and Amer International Group Co. Ltd. dated August 7, 2017.
99.1	Press Release of General Moly, Inc. dated August 8, 2017.

## SIGNATURES

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

GENERAL MOLY, INC.

Dated: August 10, 2017

By: /s/ Amanda Corrion  
Amanda Corrion  
Principal Accounting Officer

**AMENDMENT NO. 2  
TO  
INVESTMENT AND SECURITIES PURCHASE AGREEMENT**

THIS AMENDMENT NO. 2 TO INVESTMENT AND SECURITIES PURCHASE AGREEMENT, dated August 7, 2017 (this “Second Amendment”), is between General Moly, Inc., a Delaware corporation, (the “Company”), and Amer International Group Co., Ltd., a limited liability company organized under the laws of the People’s Republic of China (“Purchaser”). Capitalized terms used, but not defined herein, shall have the meanings assigned to them in the Agreement, as defined below.

**RECITALS**

A. The Company and Purchaser are parties to the Investment and Securities Purchase Agreement, dated April 17, 2015, as amended by Amendment No. 1 to Investment and Securities Purchase Agreement on November 2, 2015 (the “Agreement”); and

B. The parties desire to further amend the Agreement to, among other things, provide for the modification of specified conditions precedent to closing Tranche 2 and Tranche 3, and the definition of “Per Share Price” in the Agreement.

Accordingly, in consideration of the mutual covenants contained in this Amendment, the parties intending to be legally bound agree as follows.

**AGREEMENT**

1. Recital A of the Agreement is hereby amended to read as follows:

“A. .... (1) 40,000,000 shares (the “Offered Shares”) of the Company’s common stock, par value \$0.001 per share (the “Common Stock”) at the Per Share Price; ....”

2. Recital B of the Agreement is hereby amended to read as follows:

“B. ... (2) the second tranche (“Tranche 2”) will consist of \$6,000,000 of Offered Shares at the Per Share Price (the “Tranche 2 Securities”); and (3) the third tranche (“Tranche 3”) will consist of \$10,000,000 of Offered Shares at the Per Share Price (the “Tranche 3 Securities”). ....”

3. Section 1.1(c)(ii) of the Agreement is hereby amended to read as follows:

“(ii) On the Tranche 2 Closing Date, the Company shall deposit \$500,000 from the Tranche 2 Closing Payment into the Expense Reimbursement Account. On the Tranche 3 Closing Date, the Company shall deposit \$500,000 from the Tranche 3 Closing Payment into the Expense Reimbursement Account.”

4. Section 1.3(b) of the Agreement is hereby amended to read as follows:

“(b) Tranche 2 Closing. Subject to the satisfaction or waiver of the conditions set forth in Section 7.2, the completion of the purchase and sale of the Tranche 2 Securities (the “**Tranche 2 Closing**”) shall occur at 10:00 a.m. local time at the offices of Bryan Cave LLP, Denver, Colorado, on September 30, 2017, or at such other location, date and time as may be mutually agreed upon by the Company and Purchaser. The date of the Tranche 2 Closing is referred to herein as the “**Tranche 2 Closing Date**.”

5. Section 7.2(b) of the Agreement is amended by adding a new subsection (ii) as follows:

“(ii) Warrant Amendment. The Company shall have received from Purchaser an executed Fourth Amendment to the Warrant Agreement, extending the expiration of the Warrant Agreement to the third anniversary of the issuance of the Record of Decision for the Mt. Hope Project.”

6. Section 7.2(c)(ii) of the Agreement is amended as follows:

“(ii) Officer’s Certificate. The Company shall have delivered to Purchaser a certificate, dated the Tranche 2 Closing Date, signed by an officer of the Company, certifying as to the satisfaction of the conditions specified in Sections 7.1(c)(iii) and (v).”

7. Section 7.2(c)(iii) of the Agreement is amended as follows:

“(iii) [Intentionally deleted].”

8. Section 7.2(c)(iv) of the Agreement is amended as follows:

“(iv) [Intentionally deleted].”

9. Section 7.2(c)(v) of the Agreement is deleted in its entirety and replaced with the following:

“(v) Stockholder Approval. If the Company deems that such is required in its reasonable discretion, the Company shall have received stockholder approval for the transactions contemplated by this Agreement, as amended.”

10. Section 7.2(c) of the Agreement is amended by adding a new subsection (vi) as follows:

“(vi) Warrant Amendment. Purchaser shall have received from the Company an executed Fourth Amendment to the Warrant Agreement, extending the expiration of the Warrant Agreement to the third anniversary of the issuance of the Record of Decision for the Mt. Hope Project.”

11. Section 7.3(c)(ii) of the Agreement is amended as follows:

“(ii) Officer’s Certificate. The Company shall have delivered to Purchaser a certificate, dated the Tranche 3 Closing Date, signed by an officer of the Company, certifying as to the satisfaction of the conditions specified in Sections 7.1(c)(iv) and (vi).”

12. Section 7.3(c)(iv) of the Agreement is amended as follows:

“(iv) [Intentionally deleted].”

13. Section 7.3(c)(v) of the Agreement is amended as follows:

“(v) [Intentionally deleted].”

14. Section 7.3(c) of the Agreement is amended with the addition of a new subsection (vii), as follows:

“(vii) the earlier of the date upon which 1) the Parties shall have closed a mutually agreed acquisition involving more than 10 million shares of the Company’s common stock as consideration for the acquisition; or 2) the Nevada State Engineer shall have issued water permits for the Mt. Hope Project.

15. Section 8.1(b)(i) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(i) the Tranche 1 Closing shall not have occurred on or before December 31, 2015, the Tranche 2 Closing shall not have occurred on or before September 30, 2017, or the Tranche 3 Closing shall not have occurred on or before the later of March 31, 2018 or 90 days after the occurrence of the earlier of the events described in 7.3(c)(vii);”

16. The definition of “Per Share Price” in the Agreement is amended to read as follows:

“... (ii) with respect to the Tranche 2 Shares, the volume weighted average price of the Company’s Common Stock for the 30-day period ending on the date of execution of this Second Amendment;

(iii) with respect to the Tranche 3 Shares, \$0.50; ...”

17. The definition of “Availability” in the Agreement is amended to read as follows:

“Availability: Loan Agreement to be signed no later than the date that is the five (5) year anniversary of the Tranche 1 Closing Date, available for drawdown from that date until 30 months thereafter.”

Except as specifically set forth in this Second Amendment, the Agreement shall remain in full force and effect.

**[Signature page follows]**

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment to be effective as of the date first above written.

**GENERAL MOLY, INC.**

By:  /s/ Bruce D. Hansen  
Name: Bruce D. Hansen  
Title: Chief Executive Officer

**AMER INTERNATIONAL GROUP CO., LTD.**

By:  /s/ Wenyin Wang  
Name: Wenyin Wang  
Title: Chairman

## FOURTH AMENDMENT TO WARRANT

This **FOURTH AMENDMENT TO WARRANT** (this “**Fourth Amendment**”) is dated and effective as of August 7, 2017 by and between General Moly, Inc., a Delaware corporation (the “**Company**”), and Amer International Group Co., Ltd., a limited liability company organized under the laws of the People’s Republic of China (the “**Holder**”).

### RECITALS

WHEREAS, in connection with that certain Investment and Securities Purchase Agreement dated as of April 17, 2015, as amended by Amendment No. 1 dated as of November 2, 2015, and as amended by Amendment No. 2 dated as of June 16, 2017, by and between the Company and the Holder (the “**Securities Purchase Agreement**”), the Company issued to the Holder a Warrant dated November 24, 2015 (the “**Warrant**”), pursuant to which the Company granted to the Holder the right to subscribe to and purchase certain shares of the Company’s stock under the terms and subject to the conditions set forth therein;

WHEREAS, the Company and Holder entered into the **First Amendment to Warrant** on April 17, 2017;

WHEREAS, the Company and Holder entered into the **Second Amendment to Warrant** on June 16, 2017;

WHEREAS, the Company and Holder entered into the **Third Amendment to Warrant** on July 16, 2017; and

WHEREAS, the Company and the Holder desire to further amend certain provisions of the Warrant as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Holder agree as follows:

### I. FOURTH AMENDMENT TO WARRANT

The first paragraph of the Warrant is hereby further amended and restated to read in its entirety as follows:

**“THIS CERTIFIES THAT, FOR VALUE RECEIVED AS OF NOVEMBER 24, 2015** (the “**Issuance Date**”), Amer International Group Co., Ltd., a limited liability company organized under the laws of the People’s Republic of China, or its registered assign(s) (the “**Holder**”) is entitled to purchase from General Moly, Inc., a Delaware corporation (the “**Company**”), subject to the terms and conditions set forth in this Warrant (this “**Warrant**”), EIGHTY MILLION (80,000,000) duly authorized, validly issued, fully paid and nonassessable shares of common stock (“**Common Stock**”), of the Company, at any time commencing on the date the Company first draws down funds under the Loan (the

“**Commencement Date**”), and expiring at 5:00 p.m., Denver, Colorado time, on the earlier of (a) the sixty (60) month anniversary of the Commencement Date or (b) the third (3<sup>rd</sup>) year anniversary of the re-issuance of the Record of Decision from the Bureau of Land Management concerning the Mt. Hope Project, if the Loan Agreement has not been executed by such date (the “**Expiration Time**”). The price for each share of Common Stock purchased hereunder (as may be adjusted as set forth herein, collectively the “**Warrant Shares**”) is \$0.50 per share until expiration of this Warrant (as adjusted as set forth herein, the “**Purchase Price**”).”

## II. MISCELLANEOUS

(a) Entire Agreement. The terms and conditions of this Fourth Amendment shall be incorporated by reference in the Warrant as though set forth in full in the Warrant. In the event of any inconsistency between the provisions of this Fourth Amendment and any other provision of the Warrant, the terms and provisions of this Fourth Amendment shall govern and control. Except to the extent specifically amended or superseded by the terms of this Fourth Amendment, all of the provisions of the Warrant shall remain in full force and effect to the extent in effect on the date of this Fourth Amendment. The Warrant, as modified by this Fourth Amendment, constitutes the complete agreement among the parties and supersedes any prior written or oral agreements, writings, communications or understandings of the parties with respect to the subject matter of the Warrant.

(b) Headings. Section headings used in this Fourth Amendment are for convenience of reference only, are not part of this Fourth Amendment, and are not to be taken into consideration in interpreting this Fourth Amendment.

(c) Recitals. The recitals set forth at the beginning of this Fourth Amendment are true and correct, and such recitals are incorporated into and are a part of this Fourth Amendment.

(d) Governing Law. This Fourth Amendment and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws principles thereof that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(e) Effect. Upon the effectiveness of this Fourth Amendment, from and after the date of this Fourth Amendment, each reference in the Warrant to “this Warrant,” “hereunder,” “hereof,” or words of like import shall mean and be a reference to the Warrant as amended by this Fourth Amendment.

(f) No Novation. Except as expressly provided in Section I above, the execution, delivery, and effectiveness of this Fourth Amendment shall not (a) limit, impair, constitute a waiver of, or otherwise affect any right, power, or remedy of the Holder under the Warrant, (b) constitute a waiver of any provision in the Warrant, or (c) alter, modify, amend, or in any way affect any of the terms, conditions, obligations, covenants, or agreements contained in the Warrant, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

(g) Counterparts. This Fourth Amendment may be executed in counterparts and via facsimile or other similar electronic transmission, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[The balance of this page intentionally left blank]

IN WITNESS WHEREOF, the Company and the Holder have each caused this Fourth Amendment to be duly executed, manually or in facsimile, by the undersigned thereunto duly authorized.

**GENERAL MOLY, INC.**

By: /s/ Bruce D. Hansen

Name: Bruce D. Hansen

Title: Chief Executive Officer

**AMER INTERNATIONAL GROUP CO., LTD.**

By: /s/ Wenyin Wang

Name: Wenyin Wang

Title: Chairman



## GENERAL MOLY

### **General Moly and its Largest Shareholder, AMER, Strengthen Strategic Partnership Through the Acceleration of the Tranche 2 \$6 Million Private Placement and Further Acceleration of the Tranche 3 \$10 Million Private Placement in 2018**

**LAKWOOD, COLORADO**, August 8, 2017 – General Moly, Inc. (the “Company”) ([NYSE MKT](#) and [TSX](#): GMO), the only western exchange listed, pure-play molybdenum mineral development company, and its largest shareholder AMER International Group (“AMER”) agreed to accelerate the Tranche 2 private placement for \$6.0 million of General Moly common shares priced at the volume weighted average price (“VWAP”) for the 30-day period ending August 7, 2017 of \$0.41, for a total of 14.6 million common shares.

The Company and AMER agreed to accelerate the closing of the above Tranche 2 and Tranche 3 \$10.0 million private placement under a second amendment to the parties’ Investment and Securities Purchase Agreement (“Amended Investment Agreement”), removing previous conditions related to the reissuance of water permits for the Company’s Mt. Hope Project in Nevada and molybdenum prices for Tranche 2, and amending conditions for Tranche 3, concerning reinstatement of water permits or completing a joint business opportunity, described below.

Through the Amended Investment Agreement, AMER reinforces its commitment to work with General Moly to procure and support a Bank Loan of approximately \$700.0 million from a major Chinese bank or banks for development of the Mt. Hope Project when the molybdenum market conditions improve. AMER will guarantee the Bank Loan, which is anticipated to have normal and customary covenants and security arrangements.

General Moly and AMER first entered into the Investment and Securities Purchase Agreement in 2015. AMER is a private, China-based multinational company that is one of the world’s largest advanced materials, fine machining, and downstream metals refining providers. AMER is ranked 183<sup>rd</sup> in the Fortune Global 500 of the world’s largest companies by the past year’s revenues. AMER’s Chairman Wang Wenyin is sixth on the list of billionaires in China, according to Forbes.

Commenting on AMER’s further investment in General Moly, Mr. Wang said, “We are pleased to continue investing in General Moly as we are confident about a rewarding future from a quality management team, the development of the Mt. Hope Project as the best, low-cost primary molybdenum asset in the world and continued increases in the molybdenum price. We have been working closely with the management of General Moly to advance our joint business development for under-valued base metal opportunities.”

Bruce D. Hansen, Chief Executive Officer, said, “We appreciate our mutually beneficial partnership with AMER in building long-term value for General Moly and all of our shareholders. The renewed commitment AMER has made to General Moly and the Mt. Hope Project reinforces General Moly’s competitive position and leverage in a rising molybdenum price environment. AMER’s agreement to purchase additional General Moly common stock through the Amended Investment Agreement by accelerating the Tranche 2 and Tranche 3 purchases provides additional funding to the Company. The purchases, together with our current cash, are projected to fund our current business activities and working capital for more than two years at the current cash burn of \$1.5 million per quarter for corporate and the Liberty Project expenses.”

#### **Amended Investment Agreement Highlights**

Highlights of the Amended Investment Agreement include:

- Tranche 2 is a private placement for \$6.0 million worth of General Moly common shares priced at the 30-day volume weighted average price (“VWAP”) period ending August 7, 2017, the effective date of the Amended



## GENERAL MOLY

Investment Agreement. A sum of \$5.5 million of the proceeds will be allocated to general corporate purposes and \$0.5 million directed to the existing expense reimbursement account to manage the Mt. Hope Project financing and other jointly sourced business development opportunities.

- Additionally, AMER and General Moly agreed to amend the warrants previously provided to AMER, whereby the expiration of the warrants were extended to the third anniversary of the expected reissuance of the Record of Decision (“ROD”) for the construction and operation of the Mt. Hope Project. The 80 million number of warrants and exercise price of \$0.50 remain unchanged. The conditions for the warrants stipulate that the warrants are exercisable upon completion of the approximately \$700.0 million Bank Loan for the Mt. Hope Project and such conditions are now to be completed three years following the ROD. The Company expects to receive the Record of Decision from the U.S. Bureau of Land Management by early 2018.
- The Tranche 3 private placement for \$10.0 million of General Moly common shares, priced at \$0.50, is anticipated to close on the earlier of March 31, 2018 or (i) 90 days following the close of a joint business opportunity involving use of 10.0 million shares of GMI common stock; or (ii) 90 days after reinstatement of water permits from the Nevada State Engineer for the Mt. Hope water permits. A sum of \$9.5 million of the funds will be directed to general corporate purposes and \$0.5 million will be allocated to the expense reimbursement account described above.
- The parties agreed to eliminate the previous conditions to closing Tranche 2 of the Investment Agreement requiring restoration of permits for the Mt. Hope Project's water rights and for the price of molybdenum to average in excess of \$8/lb for a 30-consecutive calendar day period; and to eliminate the conditions to the closing of Tranche 3 concerning a final adjudication of the Mt. Hope Project's water rights through courts or settlement, and for the price of molybdenum to average in excess of \$12/lb for a 30-consecutive calendar day period.

Tranche 3 of the amended Investment Agreement may be subject to General Moly stockholder approval.

After drawdown of the Bank Loan, if AMER owns more than 30% of the common stock of General Moly, AMER will nominate a third Director to General Moly's Board of Directors.

\* \* \* \*

### **About General Moly**

General Moly is a U.S.-based molybdenum mineral development, exploration and mining company listed on the NYSE MKT and the Toronto Stock Exchange under the symbol GMO. The Company's primary asset, an 80% interest in the Mt. Hope Project located in central Nevada, is considered one of the world's largest and highest grade molybdenum deposits. Combined with the Company's wholly-owned Liberty Project, a molybdenum and copper property also located in central Nevada, General Moly's goal is to become the largest pure-play primary molybdenum producer in the world.

Molybdenum is a metallic element used primarily as an alloy agent in steel manufacturing. When added to steel, molybdenum enhances steel strength, resistance to corrosion and extreme temperature performance. In the chemical and petrochemical industries, molybdenum is used in catalysts, especially for cleaner burning fuels by removing sulfur from liquid fuels, and in corrosion inhibitors, high performance lubricants and polymers.

**Contact:**



## GENERAL MOLY

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Website: [www.generalmoly.com](http://www.generalmoly.com)

### **Forward-Looking Statements**

Statements herein that are not historical facts are "forward-looking statements" within the meaning of Section 27A of the Securities Act, as amended and Section 21E of the Securities Exchange Act of 1934, as amended and are intended to be covered by the safe harbor created by such sections. Such forward-looking statements involve a number of risks and uncertainties that could cause actual results to differ materially from those projected, anticipated, expected, or implied by the Company. These risks and uncertainties include, but are not limited to metals price and production volatility, global economic conditions, currency fluctuations, increased production costs and variances in ore grade or recovery rates from those assumed in mining plans, exploration risks and results, political, operational and project development risks, including the Company's ability to obtain a re-grant of its water permits and Record of Decision, ability to maintain required federal and state permits to continue construction, and commence production, ability to raise required project financing, ability to respond to adverse governmental regulation and judicial outcomes, and ability to maintain and/or adjust estimates related to cost of production, capital, operating and exploration expenditures. For a detailed discussion of risks and other factors that may impact these forward-looking statements, please refer to the Risk Factors and other discussion contained in the Company's quarterly and annual periodic reports on Forms 10-Q and 10-K, on file with the SEC. The Company undertakes no obligation to update forward-looking statements.