

DISCOVERY GOLD CORP

FORM 8-K (Current report filing)

Filed 02/14/12 for the Period Ending 02/09/12

Address	2460 WEST 26TH AVENUE SUITE 380C DENVER, CO 80211
Telephone	855-450-9700
CIK	0001492448
Symbol	DCGD
SIC Code	4899 - Communications Services, Not Elsewhere Classified
Industry	Gold
Sector	Basic Materials
Fiscal Year	04/30

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): **February 9, 2012**

NORMAN CAY DEVELOPMENT, INC.



(Exact name of Company as specified in its charter)

Nevada
(State or other jurisdiction
of Incorporation)

333-167284
(Commission File Number)

27-2616571
(IRS Employer
Identification Number)

4472 Winding Lane
Stevensville, MI 49127
(Address of principal executive offices)

Phone: (269) 429-7002
(Company's Telephone Number)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Company 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))
-

NORMAN CAY DEVELOPMENT, INC.
Form 8-K
Current Report

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On February 9, 2012, Norman Cay Development, Inc., a Nevada corporation (the “Company”) entered into a Consulting Agreement (the “Consulting Agreement”) with CMB Investments Ltd. (“CMB”) and Ralph Shearing (“Mr. Shearing”), pursuant to which CMB shall provide corporate development and technical consulting and advisory services to the Company through Mr. Shearing for a term of twelve (12) months which shall be automatically renewed for successive twelve (12) month terms. In exchange for these services, the Company shall pay to CMB a monthly fee of \$3,500 and shall issue an aggregate of 500,000 shares of the Company’s restricted common stock to CMB according to the following schedule:

- (a) 100,000 shares as of the date of the Consulting Agreement;
- (b) 100,000 shares 30 days after the date of the Consulting Agreement;
- (c) 100,000 shares 60 days after the date of the Consulting Agreement;
- (d) 100,000 shares 90 days after the date of the Consulting Agreement; and
- (e) 100,000 shares 120 days after the date of the Consulting Agreement.

The foregoing summary description of the terms of the Consulting Agreement may not contain all information that is of interest to the reader. For further information regarding the terms and conditions of this agreement, this reference is made to such agreement, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES

The information set forth in Item 1.01 of this Current Report is incorporated by reference into this Item 3.02.

Exemption From Registration. The shares of Common Stock referenced herein were issued in reliance upon the exemption from securities registration afforded by the provisions of Section 4(2) of the Securities Act of 1933, as amended, (“Securities Act”), and/or Regulation D, as promulgated by the U.S. Securities and Exchange Commission under the Securities Act, based upon the following: (a) each of the persons to whom the shares of Common Stock were issued (each such person, an “Investor”) confirmed to the Company that it or he is an “accredited investor,” as defined in Rule 501 of Regulation D promulgated under the Securities Act and has such background, education and experience in financial and business matters as to be able to evaluate the merits and risks of an investment in the securities, (b) there was no public offering or general solicitation with respect to the offering of such shares, (c) each Investor was provided with certain disclosure materials and all other information requested with respect to the Company, (d) each Investor acknowledged that all securities being purchased were being purchased for investment intent and were “restricted securities” for purposes of the Securities Act, and agreed to transfer such securities only in a transaction registered under the Securities Act or exempt from registration under the Securities Act and (e) a legend has been, or will be, placed on the certificates representing each such security stating that it was restricted and could only be transferred if subsequently registered under the Securities Act or transferred in a transaction exempt from registration under the Securities Act.

ITEM 5.02. DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS

On February 13, 2012, Ralph Shearing was appointed as a Director and Geological Consultant of the Company. Mr. Shearing shall serve as a Director until the next annual meeting of the shareholders and/or until his successor is duly appointed. He shall serve as Geological Consultant pursuant to the terms of the Consulting Agreement.

The biography of Mr. Shearing is set forth below:

RALPH SHEARING. Mr. Shearing is a professional geologist with extensive experience throughout North America and internationally. He is a graduate of the University of British Columbia, earning a B.Sc. Geology degree. Since graduating in 1981, he has been directly involved in several world class exploration and development projects and has gained hands-on experience in all aspects of mineral exploration, including geophysics, geochemistry, geology, and diamond core drilling. In 1986, Mr. Shearing founded and is currently the CEO and President of Soho Resources Corp., a TSX Venture Exchange listed mining company developing the Tahuehueto Project, a gold and silver deposit in Mexico. The Company appointed Mr. Shearing as a Director and Geological Consultant on account of his 25 years of active involvement with the management and directing of publicly traded companies, combined with his practical mining experience, which have given him unique insight into the industry and allowed him to develop a well-rounded business approach for junior resource companies.

Family Relationships

Mr. Shearing has no family relationships with any other officers or directors of the Company.

Related Party Transactions

There are no related party transactions reportable under Item 5.02 of Form 8-K and Item 404(a) of Regulation S-K.

ITEM 7.01 REGULATION FD DISCLOSURE

On February 10, 2012, the Company issued a Press Release announcing the appointment of Mr. Ralph Shearing as set forth above. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

Limitation on Incorporation by Reference.

In accordance with General Instruction B.2 of Form 8 – K, the information in this Form 8 – K furnished pursuant to Item 7.01 shall not be deemed to be "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference in any filing under the Exchange Act or Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such a filing.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Consulting Agreement by and among the Company, CMB Investments Ltd. and Ralph Shearing dated February 9, 2012
99.1	Press release dated February 10, 2012

SIGNATURE

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

NORMAN CAY DEVELOPMENT, INC.

Date: February 13, 2012

By: /s/ Shelley Guidarelli
Shelley Guidarelli
President

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made as of the 9th day of February, 2012.

BETWEEN:

Norman Cay Development, Inc., having an office at
4472 Winding Lane,
Stevensville, MI 43127
(the "Company")

OF THE FIRST PART

AND:

CMB Investments Ltd., having an office at
Suite 250 - 1090 West Georgia Street,
Vancouver, British Columbia
Canada, V6E 3V7

(the "Contractor")

OF THE SECOND PART

AND:

Ralph Shearing, of 1780 Arborlynn Drive,
North Vancouver, British Columbia
Canada, V7J 2V8
("Shearing")

OF THE THIRD PART

IN CONSIDERATION of the premises and the mutual covenants herein contained the parties here to agree as follows:

Article 1
Definitions

1.1 In this Agreement:

"Associated Company" means a company which directly or indirectly:

- (a) Controls, or is controlled by, the Company, or
- (b) Is controlled by the same company that directly or indirectly controls the Company.

"Board" means the Board of Directors from time to time of the Company.

"Notice Period" means a period of thirty days commencing on the day after notice of termination of the Contractor's retainer is given by the Company in accordance with the terms of this Agreement.

Article 2
Appointment

2.1

The Company agrees to retain the Contractor to provide consulting advisory services (the "Services") from time to time as required by the Board and the Contractor agrees to provide such Services, reporting directly to the Board, subject to the terms and conditions of this Agreement. The Services to be provided by the Contractor shall include the following:

- (a) Providing corporate development advice to the Company;
- (b) Assist and advise on technical aspects of mineral exploration and development of the Company's mineral property interests;
- (c) To provide advice to the Company on any possible business combinations, related to acquisition, dispositions, joint ventures, options or other business arrangements by the Company related to mineral exploration and/or mining assets;
- (d) To assist the Company in formulating and achieving its objectives including participating in planning meetings, and implementation of such plans and objectives, when requested to do so;
- (e) Such other duties as may be reasonably directed from time to time by the Board.

2.2

The Contractor agrees to provide the Services to the Company through the employment of personnel acceptable to the Company, acting reasonably. Such personnel shall include Shearing, if requested by the Company. Shearing agrees to accept an appointment as a director of the Company if so requested by the Company. The Contractor shall provide its own office facilities and equipment to its employees for the purpose of providing the Services; provided that the personnel of the Contractor may *also* use the Company's offices and facilities from time to time as mutually agreed upon.

2.3

The term of the Contractor's appointment shall commence on February 9th, 2012 and continue for a term of 12 months expiring on February 8th, 2013. Thereafter this Agreement shall be automatically renewed for successive 12 month terms, subject only to termination accordance with the provisions of Article 6.

Article 3
Relationship Between the Parties

3.1

The parties agree and intend that the relationship of the Contractor to the Company pursuant to this Agreement is that of independent contractor. Neither Shearing nor any other staff of the Contractor are employees of the Company, and are not entitled to the benefits provided by the Company to its employees except as otherwise mutually agreed upon from time to time.

3.2

The Contractor shall provide the Services in Vancouver, British Columbia, Canada, except for travel from time to time as reasonably required for the Company's business.

3.3

During the continuance of its retainer under this Agreement, the Contractor shall:

- (a) Devote sufficient time to the business of the Company and its subsidiaries for the performance of the Services described herein;
- (b) Provide the Services in a proper, loyal and efficient manner and shall use its best efforts to maintain and promote the interests and reputation of the Company and its subsidiaries and not do anything which is harmful to them; and
- (c) at all times promptly give to the Board (in writing if so requested) all such information and explanations as the Board may reasonably require in connection with matters relating to its retainer hereunder or with the business of the Company or its subsidiaries.



- 3.4 The Company is aware that the Contractor has now and will continue to provide services to other companies and the Company recognizes that these companies will require a certain portion of the time of the Contractor and its principal and other employees. The Company agrees that the Contractor may continue to provide services to such outside interests, provided that such interests do not conflict with the provision of the Contractor's Services under this Agreement. Notwithstanding the above, it is understood that the Contractor will devote services primarily through the services of Shearing to the business affairs of the Company on an advisory part time basis.
- 3.5 During the term of this Agreement, the Contractor and/or its employees and associates may have access to confidential information consisting of the following categories of information (collectively, the "Trade Secrets"):
- (a) Financial information, such as the Company's earnings, assets, debts, or other financial data, whether relating to the Company generally, or to particular services, geographic areas or time periods;
 - (b) supply and service information, such as goods and services, supplier's names or addresses, terms of supply or service contracts, or of particular transactions, or related information about potential suppliers, to the extent that such information is not generally known to the public, and to the extent that the combination of 3 suppliers or use of a particular supplier, though generally known or available, yields advantages to the Company, the details of which are not generally known;
 - (c) in regards to resource companies, exploration information, such as details about ongoing or proposed exploration programs or agreements by or on behalf of the Company pertaining to any existing or proposed exploration programs, the forecasts and results of any exploration programs or information about impending transactions;
 - (d) personnel information, compensation or other terms of employment, actual or proposed promotions, hiring, resignations, disciplinary actions, termination or reasons thereof, training methods, performance, or other Consultant information not including Consultants' personal or medical histories; and/or
 - (e) Current shareholders lists, investors, contracts such as registered representatives/stockbrokers or potential investors, and officers and directors of the Company or any affiliated companies.

The Company and the Contractor shall consider their relationship as one of mutual trust and confidence with respect to the Trade Secrets. Therefore, during and after the term of this Agreement, the Contractor agrees to:

- (f) except as subject to clause 3.06 of this Agreement, hold all such information in confidence and not to divulge, communicate or transmit it to others, or make any unauthorized copy or use of such information in any capacity either personal or business unrelated to that of the Company;
- (g) Use the Trade Secrets only in the furtherance of proper Company related reasons for which such information is disclosed or discovered;
- (h) Take all necessary reasonable action that the Company deems necessary or appropriate to not allow unauthorized use or disclosure of the Company's Trade Secrets, and to protect the Company's interest in the Trade Secrets.

3.6 The provisions set forth in Article 3.5 do not apply to:

- (a) Information that has become public through disclosure of and by the Company;
- (b) Information that by means other than the Contractor's deliberate or inadvertent disclosure becomes well known or easily ascertainable to the public or to companies that compete directly with the Company; and
- (c) Disclosure compelled by judicial or administrative proceedings.

3.7

All inventions, improvements, products, design; programs, processes, formulae and methods of manufacture whether practicable or not (all of which are hereunder collectively included in the term "inventions") which the Contractor may make or discover while retained pursuant to this Agreement and which relate to or are connected with any product, article or service of a kind produced, handled, provided or sold by or which relate to or are connected with any business carried on by the Company or any Associated Company, subject to any contrary provisions of the Patent Act (Canada) where applicable, be the sole, absolute and exclusive property of the Company and shall be held by the Contractor both during the continuance of its retainer hereunder and thereafter in trust for the Company. The Contractor shall at the request and cost of the Company apply for and execute any such documents, and do such acts and things as may in the opinion of the Board be necessary to give full effect to the terms of this Article. Further, the Contractor shall not do anything to imperil the validity of any such patent or protection or any application therefore but on the contrary shall at the cost of the Company render all possible assistance to the Company both in obtaining and in maintaining such patents or other protection.

Article 4 Responsibility of the Contractor

4.1

The Contractor is aware and acknowledges that all of its activities shall be conducted in compliance with applicable securities legislation and the rules and by-laws of the applicable securities exchanges under whose jurisdictions their activities fall.

Article 5 Remuneration and Expenses

5.01

The Company agrees to pay the Contractor and the Contractor agrees to accept as remuneration for services hereunder on a monthly rate basis of \$3,500 per month. (\$42,000/ year) payable by monthly invoices, exclusive of any other benefits referred to herein but subject to the provisions of Section 3.02.

5.02

The Company shall issue to the Contractor 500,000 shares of restricted Rule 144 common stock under the following schedule,

- 100,000 shares as of the effective date of this agreement
- 100,000 shares 30 days after the effective date of this agreement
- 100,000 shares 60 days after the effective date of this agreement
- 100,000 shares 90 days after the effective date of this agreement
- 100,000 shares 120 days after the effective date of this agreement

Shares issued pursuant to this section shall be issued in the name of the Contractor or the Contractor's nominee as so advised by the Contractor.

5.03 This Section Specifically Left Blank

5.04

- (a) The Contractor shall be entitled to participate in any incentive programs, including, without limiting the generally of the foregoing, share option plans, share purchase plans, share bonus plans or financial assistance plans, in accordance with and on terms and conditions determined by the Directors in their sole discretion. The Contractor acknowledges that its participation in these plans or programs will be to such extent and in such amounts as the Directors in their sole discretion may decide from time to time.
- (b) Any amounts which the Contractor may be entitled to under any such plan or program shall not, for the purposes of this Agreement, be treated as salary.
- (c) The Contractor agrees that the Company may pursuant hereto, substitute, reduce, modify, or if necessary, eliminate such plans or programs at any time. All such plans or programs shall be governed by the policies of the various regulatory bodies which have jurisdiction over the affairs of the Company.

5.05 The Company shall promptly reimburse the Contractor for all reasonable business, travel, hotel, entertainment and other out-of-pocket expenses which are incurred by the Contractor in the provision of the Services hereunder. The Contractor shall provide the Company with copies of all vouchers, bills, invoices and statements relating to any expenses for which the Contractor claims reimbursement and any single expense over \$300.00 shall require the Company's approval in writing.

5.06 The Company shall make payment of all salary, fees, and bonuses to Contractor by direct wire transfer to a designated bank account. Payment shall be made within ten (10) calendar days of the date of invoice. The Contractor shall be solely responsible for any additional fees or expenses that result from any dual taxation that may arise, as a result of the Contractor residing in the USA. Contractor shall be responsible for all USA withholdings, taxes and fees.

Article 6 Termination of Retainer

6.1 The Contractor or the Company may terminate the retainer pursuant to this Agreement at any time by providing written notice to the Contractor or the Company as the case may be of not less than the Notice Period.

6.2 The Company may terminate the Contractor's retainer pursuant to this Agreement if the Contractor:

- (a) Commits a material breach of a provision of this Agreement;
- (b) is unwilling or unable to perform the Services under this Agreement;
- (c) commits an act of fraud or of willful misconduct in the discharge of the Services under this Agreement;

Provided that the Company shall first deliver notice to the Contractor setting out the alleged facts or circumstances giving rise to its right of termination of this Agreement, and the Contractor shall have 30 days within which to cure such alleged breach or default hereunder.

6.3 The Company shall make all payments hereunder arising from the termination of this Agreement in accordance with Article 6 by way of certified cheque or bank draft made payable to the Contractor.

6.4 Concurrently with the delivery of payments and resignations, if applicable, the parties hereto shall deliver mutual releases and discharges in favor of one another with respect to any matters arising up to the date of termination of this Agreement, in terms and substance satisfactory to the parties, acting reasonably.

6.5

Upon termination of the retainer under this Agreement, the Contractor shall promptly return to the Company all correspondence, documents, papers, records, software, keys and other property of the Company, which the Contractor has prepared or obtained in the course of providing the Services to the Company (and the Contractor shall not retain any copies thereof) and the Company shall return to the Contractor and Shearing any of their property which is in the possession or control of the Company.

Article 7
Notices

7.1

Notices to be given under this Agreement shall be in writing and shall be given to the parties at the addresses specified below. Any notice given shall be deemed to be given on the date delivered if delivered personally or by facsimile and shall be deemed to be given 4 days after being mailed to the address of the party described below when sent by prepaid registered mail.

The address for service of the parties shall be:

The Company:
Attn: Dean Huge, CPO
Norman Cay Development, Inc.
4472 Winding Lane
Stevensville, MI 49127
Email-dean.huge@gmail.com
The Contractor and Shearing:
Suite 250 1090 West Georgia Street,
Vancouver, British Columbia
Canada, V6E 3V1
Email- rshearing@sohoresources.ca
Fax: 604. 684. 8071

7.3 Any party may change its address for service of notice by written notice to the other party.

Article 8
General Provisions

8.1 This Agreement evidences the entire agreement between the parties and cannot be changed, modified, or supplemented except by a written supplementary agreement executed by both parties.

8.2 This Agreement shall enure to and be binding upon the Company and its successors and the Contractor and his successors but otherwise shall not be assignable without the written consent of the other party.

8.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, and the parties irrevocably attorney to the exclusive jurisdiction of the courts of British Columbia with respect to any legal proceedings arising herefrom.

8.4 If any provision of this Agreement is judicially determined to be void, illegal or unenforceable, such provision shall be ineffective to the extent of such voidness, illegality or unenforceability, but without invalidating or affecting the validity or enforceability of any remaining provisions of this Agreement.

8.5 In this Agreement, the singular includes the plural and the plural includes the singular, and any reference to a gender includes the other gender.

8.6 No waiver by either party to this Agreement of any default in performance on the part of the other party and no waiver by either party of any breach or of a series of breaches of any of the terms, covenants or conditions of this Agreement shall constitute a waiver of any subsequent or continuing breach of such terms, covenants or conditions.



NORMAN CAY DEVELOPMENT, INC.

Dean Huge
Title: Chief Financial Officer

/s/ Dean Huge
DEAN HUGE

Dean Huge
(Authorized Signatory)

CMB INVESTMENTS, LTD

Ralph Shearing
Title: President

/s/ Ralph Shearing
RALPH SHEARING

Ralph Shearing
(Authorized Signatory)

SIGNED, SEALED AND DELIVERED by
RAPLH SHEARING in the presence of:

/s/ Vilma Martinez
Witness

/s/ Ralph Shearing
RALPH SHEARING

Vilma Martinez
Name

50-12677 63rd Avenue
Surrey, BC V3X3T3
Address

Wiring Instructions for US Funds going to
CMB Investments Ltd.

Name of Bank:	Bank of Montreal
Address of Bank:	First Bank Tower 595 Burrard St. Vancouver, British Columbia Canada, V7X 1L7
Telephone number and contact:	(604) 665-7554 - Helen Yang
Swift Code	BOFMCAM2
Institution number:	001
Transit Number:	00040
Name of Beneficiary:	CMB Investments Ltd.
Address of Beneficiary:	250-1090 West Georgia St. Vancouver, BC V6E 3V7
Account Number of Beneficiary	4618 530



Press Release

February 10, 2012

Exhibit 99.1

Norman Cay Development Appoints Shearing as Geological Consultant and Director

STEVENSVILLE, MI. February 10, 2012 - Norman Cay Development, Inc. ("Norman Cay") (OTCBB: NCDL) (PINKSHEETS: NCDL) is pleased to announce that it has appointed Mr. Ralph Shearing to the position of Geological Consultant. Mr. Shearing has also agreed to join the Board of Directors of the Company.

Mr. Shearing is a professional geologist with extensive experience throughout North America and internationally. Ralph is a graduate of the University of British Columbia, earning a B. Sc. Geology degree. Since graduating in 1981, he has been directly involved in several world class exploration and development projects and has gained hands-on experience in all aspects of mineral exploration, including geophysics, geochemistry, geology, and diamond core drilling, the latter as a senior partner of a successful contract diamond drilling company. For over 25 years, his active involvement with the management and directing of publicly traded companies, combined with his practical mining experience, has given him unique insight into the industry and allowed him to develop a well-rounded business approach for junior resource companies. In 1986, Mr. Shearing founded and is currently CEO and President of Soho Resources Corp., a TSX Venture Exchange listed mining company developing the Tahuehueto Project, a gold and silver deposit in Mexico with a Net Present Value of \$109.6 million (independent NI-43101 compliant Preliminary Economic Assessment Report – October 2010).

"The addition of Mr. Shearing to our team will allow us to greatly accelerate our strategic plan," said Dean Huge, CFO of Norman Cay Development. "His extensive knowledge, industry contacts, and familiarity with all aspects of mining and industry best practices will be an invaluable asset to our Company as we continue development of the Edum Bansa Gold Project and evaluate other potential acquisitions."

Under terms of the Consulting Agreement between the parties, Mr. Shearing shall provide corporate development and technical advice to the Company regarding exploration and development of the Edum Bansa Gold Project and other potential mineral property interests. He will also provide guidance to the Company on any possible acquisitions, dispositions, joint ventures, options or other business arrangements by the Company related to mineral exploration and/or mining assets.

Further updates regarding the Edum Bansa Gold Project and Norman Cay business will be made as additional information becomes available.

About Norman Cay Development

Norman Cay Development, Inc. is an emerging U.S. based mining company offering shareholders the opportunity to participate in the ownership of high-potential international gold exploration and development projects. The Company's wholly-owned subsidiary, Discovery Gold Ghana Limited, holds an exclusive option with rights to explore and develop the Edum Bansa Gold Project within the historic Ashanti Gold Belt in Ghana.

For further information regarding Norman Cay Development, Inc., contact:

LiveCall Investor Relations

Gerry Belanger, (855) 490-9700 (Toll-free)

E-mail: NCDL@livecallir.com

Forward-Looking Statements

Certain statements in this press release that are not historical facts are "forward-looking statements" within the meaning of that term in Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such statements may be identified by the use of words such as "anticipate", "believe", "expect", "may", "will", "would", "should", "plan", "projected", "intend", and similar expressions. Norman Cay Development, Inc. (the "Company") bases these forward-looking statements on current expectations and projections about future events, based on information currently available. Such forward-looking statements, involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of the Company to be materially different from those expressed or implied by such forward-looking statements. The Company has no mineral resource or reserve estimate for the Edum Bansa Gold Project at this time and may not have sufficient funding to thoroughly explore, drill or develop its properties. The Company disclaims any obligation to update any of its forward-looking statements, except as may be required by law.