AMENDMENT NO. 1 DATED AUGUST 22, 2008 TO THE PROSPECTUS OF NEVADA SUNRISE GOLD CORPORATION DATED JUNE 25, 2008.

No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise. This amendment together with the prospectus dated June 25, 2008 constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities. The securities offered have not been and will not be registered under the United States Securities Act of 1933, as amended, and subject to certain exemptions, may not be offered, sold or delivered, directly or indirectly, in the United States of America, its territories or possessions.

INITIAL PUBLIC OFFERING

AMENDMENT TO PROSPECTUS

NEVADA SUNRISE GOLD CORPORATION
231 Cherry Avenue, #201
Auburn, CA 95603
Phone: (530) 887-9901
Facsimile: (530) 884-3822

Public Offering:10,000,000 Units

Offering Price: $0.25 per Unit

Nevada Sunrise Gold Corporation (the "**Corporation**" "**we**", "**us**" or "**our**") filed a prospectus on June 25, 2008 (the "**Prospectus**") in British Columbia, Alberta and Ontario, in connection with the offering of 9,200,000 units of the Corporation (the "**Offering**"). Unless otherwise defined herein, all terms defined in the Prospectus have the same meaning in this Amendment to Prospectus. This Amendment to Prospectus reflects the following:

1. We, in agreement with Bolder Investment Partners, Ltd. (the "**Agent**"), have determined to amend the terms of the Offering, to increase the size of the Offering to 10,000,000 Units, reduce the Offering Price to $0.25 per Unit, reduce the exercise price of the Warrants and Agent's Warrants to $0.30, and reduce the term of the Warrants and Agent's Warrants to eighteen months.

2. We have completed a bridge loan and borrowed $372,000 from the Agent and certain officers of the Agent, and $200,000 from parties related to the Corporation (collectively, the "**Bridge Loans**"). The Bridge Loans will be repaid from the proceeds of the Offering. **As a result of the Bridge Loan, under National Instrument 33-105 - Underwriting Conflicts we are considered a "connected issuer" of Bolder Investment Partners, Ltd. See the amendments to "General Development of the Business - Financing" and "Relationship Between the Corporation and the Agent" set out below**.

3. We have reached an agreement with Kinsley Resources Inc. for the option and sale of the Kinsley Mountain Property.

AMENDMENTS TO PROSPECTUS

Cover Page

The Prospectus is amended by deleting and replacing the second paragraph and the table following the second paragraph, with the following:

"Nevada Sunrise Gold Corporation (the "**Corporation**" "**we**", "**us**" or "**our**") hereby offers for sale to the public in British Columbia, Alberta and Ontario, 10,000,000 units (the "**Units**"), each of which consists of one common share (a "**Common Share**") and one half of one common share purchase warrant (a "**Warrant**") in the capital of the Corporation, at a price of $0.25 per Unit (the "**Offering**"). Each whole Warrant entitles the holder to acquire a further Common Share for a period of eighteen months following the closing of the Offering, at a price of $0.30 per Common Share. **We are a "connected issuer", as defined in National Instrument 33-105 entitled Underwriting Conflicts, of the agent for the Offering, Bolder Investment Partners, Ltd. (the "Agent"). We will repay, from the proceeds of the Offering, a bridge loan in the amount of $372,000, plus accrued interest, received from the Agent and certain employees of the Agent. See "General Development of the Business – Financing" and "Relationship Between the Corporation and Agent".**

The Offering Price and terms of this Offering have been determined by negotiation between the Corporation and the Agent. Completion of the Offering is subject to the sale of 10,000,000 Units on or before 90 days from the date of the final receipt of the Prospectus.

	Number of Units	Price to Public	Agent's Fee(1)	Net Proceeds(2)
Per Unit	1	$0.25	$0.02	$0.23
Total Offering	10,000,000	$2,500,000	$200,000	$2,300,000

(1) The Agent will be paid a cash commission equal to 8% of the gross proceeds from the sale of the Units. As additional consideration, the Agent will be issued non-transferable share purchase warrants (the "**Agent's Warrants**") entitling the Agent to purchase that number of common shares as is equal to 12% of the number of Units sold under the Offering. The Agents Warrants will be exercisable for a period of eighteen months from closing and will entitle the Agent to purchase one Common Share per Agent's Warrant at a price of $0.30 per Common Share. We will also pay the Agent a corporate finance fee of 200,000 Units (the "**Corporate Finance Units**"). This Prospectus also qualifies the distribution of up to 700,000 of the 1,200,000 Agent's Warrants to be issued in connection with the Offering and all of the Corporate Finance Units. In addition, should the Agent exercise the Over Allotment Option (defined below) in full, we will issue an additional number of Agent's Warrants equal to up to 12% of the number of Units issued in connection with the exercise of the Over-Allotment Option. This Prospectus will qualify the distribution of the Over-Allotment Option, the Units issuable upon exercise of the Over-Allotment Option, and up to 100,000 of the Agent's Warrants to be issued in connection with the exercise of the Over-Allotment Option. We will pay the Agent an administration fee of $7,500 and reimburse the Agent for its disbursements and expenses. See "Plan of Distribution".

(2) Before deducting the remaining expenses of the Offering, estimated to be $100,000.

(3) We have granted the Agent the option, exercisable for a period of sixty days following the closing of the Offering, to purchase up to an additional 1,000,000 Units at the Offering Price, to cover over-allotments (the "**Over-Allotment Option**"). If the entire Over-Allotment Option is exercised, we will receive additional net proceeds of $230,000 after deduction of the Agent's fee of $20,000. This Prospectus also qualifies the distribution of the Over-Allotment Option and the Units issuable upon exercise of the Over-Allotment Option. A purchaser who acquires Units forming part of the Over Allotment Option does so under this Prospectus. This Over-Allotment Option is to cover the over-allocation position at the closing of the Offering. See "Plan of Distribution"."

The Prospectus is amended by deleting the table on page II of the Cover Page and replacing it with the following

"The following table sets out securities issuable to the Agent:

	Maximum Number of Securities Available	Exercise Period or Acquisition Date	Exercise Price or Issue Price
Over-Allotment Option	1,000,000 Common Shares	60 days from closing(3)	$0.25(5)
Agent's Warrants	1,320,000 Common Shares(1)(2)	2 years from closing(3)	$0.30(5)
Other Compensation Securities Issuable to the Agent	200,000 Common Shares(7)	On closing(4)	$0.30(56)
	100,000 Warrants(7)	2 years from closing(3)	$0.30 (5)

(1) Includes Common Shares issuable upon exercise of Agent's Warrants issued pursuant to the exercise of the Over-Allotment Option.

(2) The distribution of up to a maximum of 520,000 of these Agent's Warrants will not be qualified by this Prospectus.

(3) Exercise period.

(4) Acquisition date.

(5) Exercise price.

(6) Deemed issue price.

(7) Shares and Warrants comprised in the Corporate Finance Units."

Glossary

The Prospectus Glossary is amended by deleting and replacing the definitions of “Agency Agreement”, “Offering Price” and “Warrant”, and adding the definition of “Bridge Loan”, as set out below:

“Agency Agreement” means the agreement dated June 25, 2008 between the Agent and the Corporation relating to the Offering, as amended and restated.”

“**Bridge Loans**” means the loan of a minimum of $372,000 and a maximum of up to $700,000, made by the Agent, certain employees of the Agent, and certain parties related to the Corporation, as described under the heading “General Description of the Business – Financing”.

“**Offering Price**” means $0.25 per Unit.

“**Warrant**” means a whole common share purchase warrant of the Corporation exercisable to acquire one Warrant Share at a price of $0.30 per Warrant Share until the Expiry Time on a date which is eighteen months following the date the Warrant is initially issued.”

Prospectus Summary

The Prospectus is amended by deleting and replacing the disclosure relating to the Offering, the Offering Price and the Use of Proceeds under the heading “Prospectus Summary” with the following:

“The Offering: 10,000,000 Units for gross proceeds of $2,500,000

Offering Price: $0.25 per Unit

Use of Proceeds: We will receive net proceeds of $2,300,000 if all the Units are sold, before deduction of the remaining expenses of the Offering. In addition, we have received $572,000 in connection with the Bridge Loans. Our deficit in working capital of $330,000(7) as at July 31, 2008 will be deducted from the net proceeds, which will result in available funds (including funds received in connection with the Bridge Loans) of $2,542,000. We intend to spend the available funds, in order of priority, as follows:

Principal Purpose	**Amount to be Expended**
Repay the Bridge Loan(1)	$572,000
Pay the remaining costs of this Offering (including legal, audit and printing costs)	$100,000
Complete the Phase 1 exploration program on the Golden Arrow Property(2)	$544,000(4)
Preliminary exploration programs on Juniper, Kinsley(3) and Iron Point Properties	$30,000
Property and advance royalty payments on the Golden Arrow Property	$450,000(4)(5)
Advance royalty payments on the Juniper Property	$20,000(4)
Advance royalty payments on the Kinsley Mountain Property	$20,000(4)
Advance royalty payments on the Iron Point Property	$20,000(4)
BLM property payments	$90,000(4)(5)
Estimated general and administrative expenses for 12 months	$596,000(6)
Provide general working capital to fund ongoing operations	$100,000
TOTAL	$2,542,000

(1) See “General Development of the Business - Financing” and “Relationship Between the Corporation and Agent.” Interest on the Bridge Loans will be paid from working capital and is not expected to exceed $21,500

(2) See “Narrative Description of the Business – Golden Arrow Property – Conclusions and Recommendations. In May, 2008 we began our exploration on the Golden Arrow Property and had incurred costs and reduced through efficiencies a total of approximately $1,356,000 against the original budget of $1,900,000 by July 31, 2008.” Of the recommendation in the Golden Arrow Report to drill 43 RC and core holes, we intend to complete all of the core holes and approximately 70% of the recommended RC holes by the time we have incurred the $544,000 budgeted. Exploration on Golden Arrow will cover all of the items recommended in the Golden Arrow Report, except some of the deeper exploration holes which we have elected to not pursue or defer until subsequent rounds of exploration.

(3) We have reached an agreement for the option and sale of the Kinsley Mountain Property to Kinsley Resources, Inc. (see “General Development of the Business”). There is no guarantee that the sale of the Kinsley Mountain Property will be completed. The Corporation will not incur $10,000 of these expenditures if we do proceed with a sale or option of the Kinsley Mountain Property.

(4) These expenditures will be made in US dollars. We have assumed that the US and Canadian dollar will maintain parity until after the expenditures have been made. We will be subject to risks associated with exchange rate fluctuations. See “Risk Factors – Foreign Currency Exchange.”

(5) Based on actual amount paid in August for current claims and an allowance for amount that may be due, if any, for potential new claims.

(6) General and administrative expenses for the next 12 months include legal, accounting and professional ($78,000), rent ($50,000), salaries and consulting ($320,000), marketing and shareholder communications ($25,000), insurance ($33,000) and other ($90,000) .

(7) For purposes of this table, deficit in working capital is defined as current assets less current liabilities plus the remaining $400,000 payments, including interest, due at July 31, 2008, on the Promissory Note payable to Clogau less $123,000 of deferred offering costs consisting of legal and audit fees associated with this Offering. The Promissory Note is related to the purchases of patented lode mining claims on the Golden Arrow Property and the payments are included in the “Amount to be Expended” column above. See “General Development of the Business – Property Acquisitions and Dispositions – Golden Arrow Property – Clogau Sale Agreement.”.

We intend to spend the funds available as stated in this Prospectus. There may be circumstances, however, where, for sound business reasons, a reallocation of funds may be necessary. See “Use of Proceeds.

From our inception through the date of this prospectus, we have had negative cash flow, and anticipate experiencing a negative operating cash flow during the current financial year.”

General Development of the Business - Property Acquisitions and Dispositions – Kinsley Mountain Agreement

The Prospectus is amended by deleting the third paragraph under the heading “General Development of the Business - Property Acquisitions and Dispositions – Kinsley Mountain Agreement” and replacing it with the following:

“On November 30, 2007, together with the owner of the Kinsley Mountain Property, Nevada Sunrise LLC, we entered into an agreement with Kinsley Resources Inc. (“Kinsley”), a Nevada corporation which operates at arm’s length to the Corporation and Nevada Sunrise LLC, for the sale of the Kinsley Mountain Property for US$5,000,000. Kinsley did not make a required payment under this agreement, and the agreement terminated. On July 16, 2008 we reached a further agreement with Kinsley and Nevada Sunrise LLC pursuant to which we granted Kinsley the option to purchase the Kinsley Mountain Property for US$7 million, of which US$5 million would be paid to the Corporation. The remaining US$2 million of the purchase price will be paid to the owner of the property, Nevada Sunrise LLC, in consideration for which Nevada Sunrise LLC will transfer its ownership interest in the Kinsley Mountain Property, thereby relinquishing its rights to lease payments and its royalty interest in the property. The option is open for exercise until October 15, 2009, provided that during the period the option is open, Kinsley makes the following payments to Intor, none of which will be applied to the purchase price:

Date of Payment	Payment Amount (US$)
June 15, 2008	50,000[(1)]
August 15, 2008	50,000[(1)]
October 15, 2008	100,000
December 15, 2008	100,000
February 15, 2009	100,000
April 15, 2009	150,000
June 15, 2009	150,000
August 15, 2009	150,000

(1) Kinsley has not made these payments, and is in default under the agreement. We have not given notice of this default.

If Kinsley fails to make a payment set out above, we will have the right to declare Kinsley in default. Kinsley will have 15 working days from receipt of our notice to correct the default. We can give no assurance that Kinsley has or will have adequate financial resources for any payments required to purchase the property from us on the negotiated terms, and give no assurance that the sale will be completed. We have allocated sufficient funds from the Offering to ensure that we maintain out interest in the Kinsley Mountain Property, in the event Kinsley does not meet its obligations under the agreement."

General Development of the Business - Financing

The Prospectus is amended by adding the following after the second paragraph under the heading "General Development of the Business – Financing".

"On August 14, 2008, we completed Bridge Loans for a total of $572,000. We may borrow up to an additional $100,000, if required before the completion of the Offering. Any additional funds borrowed will not be borrowed from the Agent or parties related to the Agent. The funds received from the Bridge Loans have been and will be used to complete our ongoing work programs, meet our property payment obligations, and for general working capital. The Bridge Loans are unsecured, bear interest at the rate of 15% per annum and must be repaid from the proceeds of the Offering on the earlier of November 14, 2008 and the completion of the Offering.

The participants in the Bridge Loans are set out below:

Participant	Amount
Bolder Investment Partners, Ltd.	$275,000
Parties related to the Agent	$97,000
Nevada Sunrise LLC	$100,000
Steven Saffold[(1)]	$100,000

(1) Steven Saffold is a principal of Nevada Sunrise LLC and an insider of the Corporation.

The Corporation is a connected issuer of the Agent as a result of the Bridge Loans made by the Agent and parties related to the Agent. The total amount owed to the Agent and such related parties is $372,000, plus accrued interest. The Bridge Loans are unsecured and are in good standing. As the Bridge Loans are a current liability, the Bridge Loans increased our working capital deficiency by $572,000. Current market conditions for the securities of junior gold exploration companies have dictated that we amend the terms of the Offering. We negotiated the terms of that amendment with our Agent. We requested the Bridge Loans from the Agent, in order to enable us to continue our work programs while the Offering is completed. The Bridge Loans will be repaid from the proceeds of the Offering."

Narrative Description of the Business

The final sentence under the heading "Narrative Description of the Business – Golden Arrow Property – Conclusions and Recommendations" is deleted in its entirety and replaced with the following

"We are following the recommendations of the authors. Drilling to confirm the mineral resource estimate, expand the two known deposits and explore for additional centers of mineralization on the Golden Arrow Property began in May of 2008, and is continuing. Of the authors recommended drilling of 43 RC and core holes we intend to complete all the core holes and approximately 70% of the recommended RC holes by the time we have incurred the $544,000 budgeted. Exploration on Golden Arrow will cover all of the items recommended in the Golden Arrows Report, except some of the deeper exploration holes which we have elected to not pursue or defer until subsequent rounds of exploration."

Use of Proceeds

The Prospectus is amended by deleting and replacing the disclosure under the heading "Use of Proceeds" with the following:

"Proceeds

We will receive net proceeds of $2,300,000 from the Offering, before deduction of the remaining expenses of the Offering, estimated to be $100,000. There are no provisions or arrangements for holding any part of the net proceeds in trust or escrow subject to the fulfillment of conditions.

Funds Available

We will have $2,542,000 in available funds upon completion of the Offering , after the effect of our deficit in working capital of $330,000(5) as at July 31, 2008 (see footnote 6 to the Use of Proceeds table below), and including $572,000 received in respect of the Bridge Loans.

Use of Proceeds

We intend to spend the funds available in order of priority, as follows:

Principal Purpose	**Amount to be Expended**
Repay the Bridge Loans(1)	$572,000
Pay the remaining costs of this Offering (including legal, audit and printing costs)	$100,000
Complete the Phase 1 exploration program on the Golden Arrow Property	$544,000(2) (4)
Preliminary exploration programs on Juniper, Kinsley and Iron Point Properties	$30,000(3)
Property and advance royalty payments on the Golden Arrow Property	$450,000(4)(6)
Advance royalty payments on the Juniper Property	$20,000(4)
Advance royalty payments on the Kinsley Mountain Property	$20,000(4)
Advance royalty payments on the Iron Point Property	$20,000(4)

Principal Purpose	Amount to be Expended
BLM property payments	$90,000(4)(5)
Estimated general and administrative expenses for 12 months	$596,000(6)
Provide general working capital to fund ongoing operations	$100,000
TOTAL	$2,542,000

(1) See "General Development of the Business - Financing" and "Relationship Between the Corporation and Agent." Interest on the Bridge Loan will be paid from working capital and is not expected to exceed $21,500

(2) See "Narrative Description of the Business – Golden Arrow Property – Conclusions and Recommendations. In May, 2008 we began our exploration on the Golden Arrow Property and had incurred costs and reduced through efficiencies a total of approximately $1,356,000 against the original budget of $1,900,000 by July 31, 2008." Of the recommendation in the Golden Arrow Report to drill 43 RC and core holes, we intend to complete all of the core holes and approximately 70% of the recommended RC holes by the time we have incurred the $544,000 budgeted. Exploration on Golden Arrow will cover all of the items recommended in the Golden Arrow Report, except some of the deeper exploration holes which we have elected to not pursue or defer until subsequent rounds of exploration.

(3) We have reached an agreement for the sale of the Kinsley Mountain Property to Kinsley Resources, Inc. (see "General Development of the Business"). There is no guarantee that the sale of the Kinsley Mountain Property will be completed. The Corporation will not incur $20,000 of these expenditures if we do proceed with a sale or option of the Kinsley Mountain Property.

(4) These expenditures will be made in US dollars. We have assumed that the US and Canadian dollar will maintain parity until after the expenditures have been made. We will be subject to risks associated with exchange rate fluctuations. See "Risk Factors – Foreign Currency Exchange."

(5) Based actual amount paid in August for current property claims and an allowance for amount that may be due, if any, for potential new claims.

(6) General and administrative expenses for the next 12 months include legal, accounting and professional ($78,000), rent ($50,000), salaries and consulting ($320,000), marketing and shareholder communications ($25,000), insurance ($33,000) and other ($90,000) .

(7) For purposes of this table, deficit in working capital is defined as current assets less current liabilities plus the remaining $400,000 payments, including interest, due at July 31, 2008, on the Promissory Note payable to Clogau less $123,000 of deferred offering costs consisting of legal and audit fees associated with this offering. The Promissory Note is related to the purchases of patented lode mining claims on the Golden Arrow Property and the payments are included in the "Amount to be Expended" column above. See "General Development of the Business – Property Acquisitions and Dispositions – Golden Arrow Property – Clogau Sale Agreement.".

Upon completion of the Offering, our working capital available to fund ongoing operations will be sufficient to meet our administrative costs and exploration expenditures for at least twelve months. Funds received from the exercise of the Over-Allotment Option, Warrants and Agent's Warrants, if any, will be added to general working capital. We intend to spend the funds available as stated in this Prospectus. There may be circumstances however, where, for sound business reasons, a reallocation of funds may be necessary.

From our inception through the date of this Prospectus, we have had negative cash flow, and anticipate experiencing a negative operating cash flow during the current financial year."

Business Objectives and Milestones

The Prospectus is amended by deleting the and replacing first paragraph under the heading "Business Objectives and Milestones" with the following:

"Our only business at present is the exploration and development of our properties. Our long term objective is to identify and develop, whether alone or with partners, mineral resource properties to the point of production or sale. Our short term business objectives that we expect to achieve with the Funds Available, and which we are part of our plan to achieve our long term objective, are to: (i) complete the financing under this Prospectus; (ii) obtain a listing of the Common Shares on the TSX-V; (iii) complete the Phase 1 exploration program on the Golden Arrow Property, (iv) develop a further exploration program on the Golden Arrow Property contingent on the results of Phase 1; (v) conduct preliminary work on our Juniper, Kinsley Mountain and Iron Point properties; (vi) maintain our interests (subject to dilution or divestiture where such actions are determined to be in the best interests of the

Company) in all of our properties for the next 12 months; and (vii) to meet our general and administrative expenses for the next 12 months."

Description of Securities Distributed

The Prospectus is amended by deleting and replacing the first sentence in the first paragraph under the heading "Description of Securities Distributed – Warrants" with the following:

"Each whole Warrant entitles the holder to acquire a Warrant Share for $0.30 for a period of eighteen months from the Closing Date."

Consolidated Capitalization

The Prospectus is amended by deleting and replacing the table under the heading "Consolidated Capitalization" with the following:

"Description	Authorized	Outstanding as at September 30, 2007 (Audited)	Outstanding at the date of this Prospectus (Unaudited) (5)	Outstanding after giving effect to Offering (Unaudited)(1)(2)(3)(4)(5)(6)
Common Shares	unlimited	$1,841,561 17,647,677	$3,202,563 21,736,979	$5,502,563 (6) 31,936,979
Long Term Debt	N/A	Nil	Nil	Nil

(1) As partial consideration for the sale of Units pursuant to this Prospectus, the Agent will receive a number of Agent's Warrants equal to 12% of the number of Units sold pursuant to this Offering each exercisable to acquire one Agent's Warrant Share at a price of $0.25 per Agent's Warrant Share for a period of eighteen months from the Closing Date. If all of the Agent's Warrants are exercised (including Agent's Warrants issuable upon exercise of the Over-Allotment Option), we will issue an additional 1,320,000 Common Shares if the Offering is completed. The Agent's Warrant Shares are not reflected in these figures.

(2) If all Warrants issued under this Offering are exercised, we will issue an 5,000,000 Common Shares. The Warrant Shares are not reflected in these figures.

(3) We have granted the Agent the right to over-allot the Offering by 1,000,000 units. The Common Shares and Warrant Shares issuable upon exercise of the Over-Allotment Option are not reflected in these figures.

(4) These figures include the Corporate Finance Units to be issued to the Agent upon closing, but not the 100,000 common shares issuable upon exercise of Warrants included in the Corporate Finance Units.

(5) Subsequent to September 30, 2007, we issued 4,089,302 Common Shares and common share purchase warrants exercisable to purchase an additional 1,278,256 Common Shares pursuant to private placements.

(6) After deduction of the Agent's cash commission but before deduction of the other costs of this Offering."

Escrowed Securities and Resale Restrictions

The Prospectus is amended by deleting the table under the heading "Escrowed Securities and Resale Restrictions – Escrowed Securities" and replacing it with the following:

"Designation of Class	Number of Securities Subject to Escrow	Percentage of Class Prior to the Offering	Percentage of Class After the Offering
Common Shares(1)	11,877,964	54.6%	37.2%(2)

(1) In addition, 290,093 Common Shares issuable upon exercise of warrants issued in the Private Placement will be placed in escrow upon exercise and released in accordance with the terms of the Escrow Agreement.

(2) The Escrow Shares will represent approximately 36.1% of the outstanding securities if the Over-Allotment Option is exercised."

The Prospectus is amended by deleting the fourth row in the table under the heading "Escrowed Securities and Resale Restrictions – Resale Restrictions" and replacing that row with the following:

"Agent's Warrants and Underlying Common Shares	Up to 520,000	Four months after the date of issue"

Principal Shareholders

The Prospectus is amended by deleting and replacing the table under the heading "Principal Shareholders" with the following:

	"Prior to the Offering		After Giving Effect to the Offering(1)	
Name	**Number of Common Shares Beneficially Owned Directly or Indirectly**	**Percentage of Common Shares Held(2)**	**Number of Common Shares Beneficially Owned Directly or Indirectly**	**Percentage of Common Shares Held**
William B. Henderson	2,512,667	11.6%	2,512,667	7.9%
Robert Leppo	3,316,787	15.3%	3,316,787	10.4%
Steven Saffold	2,308,361	10.6%	2,308,361	7.2%

(1) Assumes none of the above individuals participate in the Offering.

(2) On a fully diluted basis, William Henderson, Robert Leppo and Steven Saffold hold 12.4%, 14.4% and 9.1% of the outstanding Common Shares, respectively.

(3) On completion of the Offering, excluding securities issuable upon exercise of the Over-Allotment Option, on a fully diluted basis, William Henderson, Robert Leppo and Steven Saffold would hold 7.5, 8.7% and 5.5% of the outstanding Common Shares, respectively."

Plan of Distribution

The Prospectus is amended by deleting and replacing the first paragraph under the heading of "Plan of Distribution - Units" with the following:

"The Offering consists of 10,000,000 Units, each Unit comprised of one Common Share and one half of one Warrant, to raise gross proceeds of $2,500,000 exclusive of funds receivable upon exercise of the Warrants. Completion of the Offering is subject to the sale of 10,000,000 Units on or before 90 days from the date of the final receipt of this Prospectus, unless an amendment to the final Prospectus is filed and a receipt for such amendment is obtained from the securities commissions in British Columbia, Alberta and Ontario, in which case the total period of the distribution will end on the earlier of 90 days after the issuance of the receipt for such amendment and 180 days from the date of the receipt for the final Prospectus (the "Offering Period"). The Agent will, pending closing of the Offering, hold in trust all subscription funds received pursuant to the provisions of the Agency Agreement. Subject to the completion of the Minimum Offering, the Offering may be completed in one or more Closings. If all of the 10,000,000 Units are not sold within the Offering Period, the subscription proceeds received by the Agent in connection with the Offering will be returned to subscribers without interest or deduction unless such subscribers have instructed the Agents otherwise."

The Prospectus is amended by deleting and replacing the second sentence under the heading "Plan of Distribution – Over Allotment Option" with the following:

"If the Over-Allotment Option is exercised in full, the Price to the Public, the Agents' Commission and the Net Proceeds to the Corporation, before deducting the estimated expenses of the Offering, will be $250,000, $20,000 and $230,000, respectively."

The Prospectus is amended by deleting the paragraph under the heading "Plan of Distribution – Agent's Compensation" and replacing it with the following:

“We have agreed to pay the Agent a cash commission equal to 8% of the gross proceeds of the Offering, for a maximum commission of $220,000 if all Units are sold. We will pay the Agent an administration fee of $7,500. The Agent will receive the 200,000 Corporate Finance Units, and will be reimbursed its expenses incurred in connection with the Offering. In addition, the Agent is entitled to receive, upon successful completion of the Offering, as part of its remuneration, Agent’s Warrants entitling the Agent to purchase that number of Agent’s Warrant Shares that is equal to 12% of the number of Units sold pursuant to this Offering. The Agent’s Warrants will be exercisable to acquire Agent’s Warrant Shares at a price of $0.30 per Agent’s Warrant Share for a period of eighteen months after the closing of the Offering. This Prospectus qualifies the distribution of 700,000 Agent’s Warrants issuable in connection with the Offering and up to 100,000 Agent’s Warrants issuable in connection with the exercise of the Over-Allotment Option, as well as all of the Corporate Finance Units. The remaining Agent’s Warrants (being up to 520,000 Agent’s Warrants, if the Over-Allotment Option is exercised in full) will be subject to a statutory hold period of four months from their date of issue.”

Relationship Between the Corporation and Agent

The Prospectus is amended by deleting the disclosure under the heading “Relationship Between the Corporation and Agent” in its entirety, and replacing it with the following:

“The Corporation is a connected issuer of the Agent, as such term is defined in National Instrument 33-105 entitled “Underwriting Conflicts”.

The Corporation is a connected issuer of the Agent as a result of the Bridge Loans made by the Agent and parties related to the Agent. The total amount owed to the Agent and such related parties is $372,000, plus accrued interest. The Bridge Loans are unsecured, bear interest at 15% per annum, are in good standing, and must be repaid on the earlier of the completion of the Offering and November 14, 2008. As the Bridge Loans are a current liability, the Bridge Loans have increased our working capital deficiency. Current market conditions for the securities of junior gold exploration companies have dictated that we amend the terms of the Offering. We negotiated the terms of that amendment with our Agent. We requested the Bridge Loans from the Agent, in order to enable us to continue our work programs while the Offering is completed. The Bridge Loans will be repaid from the proceeds of the Offering.”

CERTIFICATE OF THE CORPORATION

Dated: August 22, 2008

The Prospectus dated June 25, 2008 as amended by this amendment constitutes full, true and plain disclosure of all material facts relating to the securities offered by the Prospectus as required by the securities legislation in the provinces of British Columbia, Alberta and Ontario

"William Henderson"	*"Michael Tomczak"*
William Henderson	Michael Tomczak
Chief Executive Officer	Chief Financial Officer

ON BEHALF OF THE BOARD OF DIRECTORS

"Odin Christensen"	*"Robert Leppo"*
Odin Christensen	Robert Leppo
Director	Director

ON BEHALF OF THE PROMOTER
NEVADA SUNRISE LLC

"William Henderson"	*"Steven Saffold"*
William Henderson	Steven Saffold

CERTIFICATE OF THE AGENT

Dated: August 22, 2008

To the best of our knowledge, information and belief, the Prospectus dated June 25, 2008 as amended by this amendment constitutes full, true and plain disclosure of all material facts relating to the securities offered by the Prospectus as required by the securities legislation in the provinces of British Columbia, Alberta and Ontario.

BOLDER INVESTMENT PARTNERS, LTD.

Per:

"Paul Woodward"

Paul J. C. Woodward
Vice President, Corporate Finance