

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 6-K

Report of Foreign Private Issuer Pursuant to Rule 13a-16 or 15d-16 of the Securities Exchange Act of 1934

For the month of September 2014

Commission File Number: 001-31819

Gold Reserve Inc.

(Exact name of registrant as specified in its charter)

926 W. Sprague Avenue, Suite 200
Spokane, Washington 99201
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by
Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by
Regulation S-T Rule 101(b)(7):

Indicate by check mark whether the registrant by furnishing the information contained in this Form is also thereby furnishing the information to the
Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes No

If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b):

The following exhibit is furnished with this Form 6-K:

99.1 Third Supplemental Indenture

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS AND INFORMATION

The information presented or incorporated by reference herein contains both historical information and "forward-looking statements" within the meaning of the relevant sections of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and "forward-looking information" within the meaning of applicable Canadian securities laws, that state Gold Reserve Inc.'s (the "Company") intentions, hopes, beliefs, expectations or predictions for the future. Forward-looking statements and forward-looking information are collectively referred to herein as "forward-looking statements".

Forward-looking statements are necessarily based upon a number of estimates and assumptions that, while considered reasonable by the Company at this time, are inherently subject to significant business, economic and competitive uncertainties and contingencies that may cause the Company's actual financial results, performance, or achievements to be materially different from those expressed or implied herein and many of which are outside its control. Some of the material factors or assumptions used to develop forward-looking statements include, without limitation, the uncertainties associated with: collection of the amount awarded by the International Centre for Settlement of Investment Disputes ("ICSID"), in our arbitration against the Bolivarian Republic of Venezuela as compensation for the loss and damage resulting from Venezuela's wrongful conduct (Gold Reserve Inc. v. Bolivarian Republic of Venezuela (ICSID Case No. ARB(AF)/09/1)), actions by the Venezuelan government, economic and industry conditions influencing the future sale of the Brisas Project related equipment, and conditions or events impacting the Company's ability to fund its operations or service its debt.

Forward-looking statements involve risks and uncertainties, as well as assumptions, including those set out herein, that may never materialize, prove incorrect or materialize other than as currently contemplated which could cause the Company's results to differ materially from those expressed or implied by such forward-looking statements. The words "believe," "anticipate," "expect," "intend," "estimate," "plan," "may," "could" and other similar expressions that are predictions of or indicate future events and future trends which do not relate to historical matters, identify forward-looking statements. Any such forward-looking statements are not intended to provide any assurances as to future results.

Numerous factors could cause actual results to differ materially from those in the forward-looking statements, including without limitation:

- Collection of the ICSID award related to our arbitration against the Bolivarian Republic of Venezuela;
- continued servicing or restructuring of our notes, convertible notes or other obligations as they come due;
- prospects for exploration and development of other mining projects by us;
- equity dilution resulting from the conversion of our convertible notes in part or in whole to our Class A Common Shares;
- value, if any, realized from the disposition of the remaining Brisas Project related assets;
- ability to maintain continued listing on the TSX Venture Exchange or continued trading on the OTCQB;
- competition with companies that are not subject to, or do not follow, Canadian and U.S. laws and regulations;
- corruption, uncertain legal enforcement and political and social instability;
- our current liquidity and capital resources and access to additional funding in the future if required;
- regulatory, political and economic risks associated with foreign jurisdictions including changes in laws and legal regimes;
- currency, metal prices and metal production volatility;
- adverse U.S., Canadian and/or Mexican tax consequences;
- abilities and continued participation of certain key employees; and
- risks normally incident to the exploration, development and operation of mining properties.

This list is not exhaustive of the factors that may affect any of the company's forward-looking statements. See "Risk Factors" contained in the Company's Annual Information Form and Annual Report on Form 40-F filed on sedar.com and sec.gov, respectively for additional risk factors that could cause results to differ materially from forward-looking statements.

Investors are cautioned not to put undue reliance on forward-looking statements, and investors should not infer that there has been no change in the Company's affairs since the date of this report that would warrant any modification of any forward-looking statement made in this document, other documents periodically filed with or furnished to the SEC or other securities regulators or documents presented on the Company's website. All subsequent written and oral forward-looking statements attributable to the Company or persons acting on its behalf are expressly qualified in their entirety by this notice. The Company disclaims any intent or obligation to update publicly or otherwise revise any forward-looking statements or the foregoing list of assumptions or factors, whether as a result of new information, future events or otherwise, subject to the Company's disclosure obligations under applicable U.S. and Canadian securities regulations. Investors are urged to read the Company's filings with U.S. and Canadian securities regulatory agencies, which can be viewed online at www.sec.gov and www.sedar.com, respectively.

(Signature page follows)

SIGNATURE

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

Dated: September 25, 2014

GOLD RESERVE INC. (Registrant)

By: /s/ Robert A. McGuinness

Name: Robert A. McGuinness

Title: Vice President – Finance & CFO

GOLD RESERVE INC.

as Issuer

AND

U.S. BANK NATIONAL ASSOCIATION

as Trustee

COMPUTERSHARE TRUST COMPANY OF CANADA

as Co-Trustee

Third Supplemental Indenture

Dated as of September 24, 2014

to

Indenture

Dated as of May 18, 2007

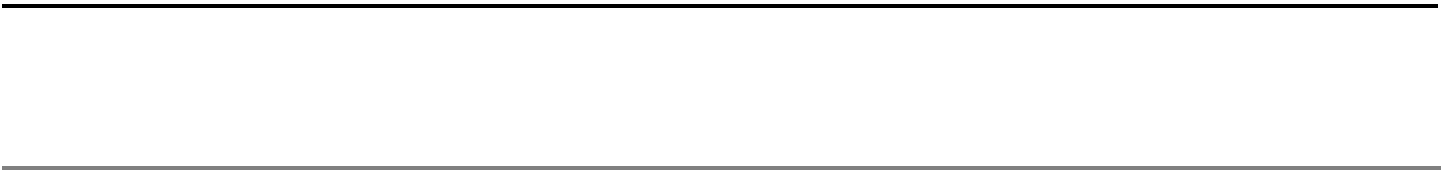


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THIRD SUPPLEMENTAL INDENTURE, dated as of September 24, 2014 (this "Third Supplemental Indenture"), by and among **GOLD RESERVE INC.**, a corporation duly organized and existing under the laws of Alberta, Canada, as Issuer (hereinafter called the "Company"), having its principal office at 926 West Sprague Ave., Suite 200, Spokane, WA 99201 (Facsimile No. (509) 623-1634), **U.S. BANK NATIONAL ASSOCIATION**, having its Corporate Trust Office at 100 Wall Street, Suite 1600, New York, New York, 10005, as successor Trustee (hereinafter, the "Trustee") to The Bank of New York Mellon (f/k/a The Bank of New York) (the "Predecessor Trustee") and **COMPUTERSHARE TRUST COMPANY OF CANADA**, having its Corporate Trust Office at 1500 University St., 7th Floor, Montreal, Quebec H3A 3S8, Canada, as successor Co-Trustee (hereinafter, the "Co-Trustee") to BNY Trust Company of Canada (the "Predecessor Co-Trustee").

RECITALS OF THE COMPANY

WHEREAS, the Company, the Predecessor Trustee and the Predecessor Co-Trustee have heretofore entered into an Indenture, dated as of May 18, 2007 (the "Original Indenture"), as supplemented and amended by the First Supplemental Indenture, dated as of December 4, 2012 (the "First Supplemental Indenture" and the Second Supplemental Indenture dated as of June 18, 2014 (the "Second Supplemental Indenture" and, together with the Original Indenture and the First Supplemental Indenture, the "Indenture"), among the Company, the Trustee and the Co-Trustee;

WHEREAS, effective September 9, 2014, the legal domicile of the Company was changed from the Yukon, Canada to Alberta, Canada pursuant to a continuance (the "Continuance") of the Company under the Business Corporations Act (Alberta) (the "ABCA"). The Continuance was effected through a continuance resolution, approved by the Company's shareholders on September 5, 2014, which authorized the Company to continue under the ABCA as if it had been incorporated under such statute;

WHEREAS, Section 11.01 of the Indenture expressly permits the Company and the Trustee to amend, modify or supplement the Indenture without the consent of the Holders;

WHEREAS, the Company desires to amend and supplement the Indenture as provided in Article Two hereof to update and conform the reference to the Company contained in the Indenture (the "Conforming Change");

WHEREAS, pursuant to Section 11.01 of the Indenture, the Trustee and the Co-Trustee are authorized to execute and deliver this Third Supplemental Indenture; and

WHEREAS, for the purposes hereinabove recited, and pursuant to due corporate action, the Company has duly determined to execute and deliver to the Trustee and Co-Trustee this Third Supplemental Indenture, and all conditions and requirements necessary to make this Third Supplemental Indenture a valid, legal and binding instrument in accordance with its terms have been satisfied, and the execution and delivery hereof have been in all respects duly authorized.

NOW, THEREFORE, in consideration of the premises, agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE ONE
Relation to Indenture; Definitions

SECTION 1.01. Relation to Indenture.

This Third Supplemental Indenture constitutes an integral part of the Indenture.

SECTION 1.02. Definitions.

For all purposes of this Third Supplemental Indenture, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Indenture.

SECTION 1.03. General References.

Unless otherwise specified or unless the context otherwise requires, (i) all references in this Third Supplemental Indenture to Articles and Sections refer to the corresponding Articles and Sections of this Third Supplemental Indenture and (ii) the terms “*herein*,” “*hereof*,” “*hereunder*” and any other word of similar import refer to this Third Supplemental Indenture.

ARTICLE TWO
Amendments to the Indenture

The Indenture is hereby amended as set forth below in this Article Two for the purpose of implementing the Conforming Change to the Original Indenture. The Holders of all Securities issued under the Indenture (including the Modified Securities and the Original Securities) will be subject to the terms of this Article Two.

SECTION 2.01. Amendments of the Reference to the Jurisdiction of the Company.

(a) The first paragraph of each of the Original Indenture, the First Supplemental Indenture and the Second Supplemental Indenture is hereby amended to:

- (i) delete the phrase “, a corporation duly organized and existing under the laws of the Yukon”; and
- (ii) insert in lieu thereof the phrase “a corporation incorporated under the laws of Alberta.”

(b) The reference in the first paragraph in the form of Security for the 11% Senior Subordinated Convertible Notes due 2015 (Section 2.07 of the Indenture) and the reference in the first paragraph of each such outstanding Security is hereby amended to:

- (i) delete the phrase “, a corporation duly organized and existing under the laws of the Yukon”; and
- (ii) insert in lieu thereof the phrase “a corporation incorporated under the laws of Alberta.”

(c) The reference in the first paragraph in the form of Security for the 11% Senior Subordinated Interest Notes due 2015 (Section 2.09 of the Indenture) and the reference in the first paragraph of each such outstanding Security is hereby amended to:

(i) delete the phrase “, a corporation duly organized and existing under the laws of the Yukon”; and

(ii) insert in lieu thereof the phrase “a corporation incorporated under the laws of Alberta.”

(d) The reference in the first paragraph in the form of Security for the 5.50% Senior Subordinated Convertible Notes due 2022 (Section 2.02 of the Indenture) and the reference in the first paragraph of each such outstanding Security is hereby amended to:

(i) delete the phrase “, a corporation duly organized and existing under the laws of the Yukon”; and

(ii) insert in lieu thereof the phrase “a corporation incorporated under the laws of Alberta.”

ARTICLE THREE
Miscellaneous

SECTION 3.01. Certain Trustee Matters.

The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness.

The Trustee makes no representations as to the validity or sufficiency of this Third Supplemental Indenture or the Securities (including for the avoidance of doubt the 2015 Securities and the Interest Securities) or the proper authorization or the due execution hereof or thereof by the Company.

Except as expressly set forth herein, nothing in this Third Supplemental Indenture shall alter the duties, rights or obligations of the Trustee set forth in the Indenture.

The Trustee makes no representation or warranty as to the validity or sufficiency of the information contained in any prospectus supplement or other disclosure documentation related to the Notes.

SECTION 3.02. Continued Effect.

Except as expressly supplemented and amended by this Third Supplemental Indenture, the Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Indenture is in all respects hereby ratified and confirmed and the provisions thereof shall be applicable to the Securities and this Third Supplemental Indenture. This Third Supplemental Indenture and all its provisions shall be deemed a part of the Indenture in the manner and to the extent herein and therein provided and the Indenture and this Third Supplemental Indenture shall henceforth be read and construed together for all purposes. Any and all references to the “Indenture”, whether within the Indenture or in any notice, certificate or other instrument or document, shall be deemed to include a reference to this Third Supplemental Indenture (whether or not made), unless the context shall require otherwise.

SECTION 3.03. Governing Law.

This Third Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 3.04. Counterparts.

This instrument may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 3.05. Successors.

All agreements of the Company in this Third Supplemental Indenture shall bind its successors. All agreements of the Trustee in this Third Supplemental Indenture shall bind its successors.

SECTION 3.06. Headings, Etc.

The headings of the Sections of this Third Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Third Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 3.07. Severability.

In case any provision of this Third Supplemental Indenture or the Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed and delivered, all as of the date first written above.

THE COMPANY:

GOLD RESERVE INC.

By: s/Rockne J. Timm
Name: Rockne J. Timm
Title Chief Executive Officer

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION

By: s/Beverly A. Freaney
Name: Beverly A. Freaney
Title: Vice President

CO-TRUSTEE:

COMPUTERSHARE TRUST COMPANY OF
CANADA

By: s/Benjamin van de Werve
Name: Benjamin van de Werve
Title: Corporate Trust Officer

By: s/Alessandra Pansera
Name: Alessandra Pansera
Title: Corporate Trust Officer