UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2017

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number: 001-32986

General Moly, Inc.
(Exact name of registrant as specified in its charter)

DELAWARE	**91-0232000**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

1726 Cole Blvd., Suite 115
Lakewood, CO 80401
Telephone: (303) 928-8599
(Address and telephone number of principal executive offices)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☒ NO ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES ☒ NO ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☐
Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☒
	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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES ☐ NO ☒

The number of shares outstanding of issuer's common stock as of April 26, 2017, was 111,167,877.

PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

GENERAL MOLY, INC.
CONSOLIDATED BALANCE SHEETS

(In thousands, except par value amounts)

	March 31, 2017 (unaudited)	December 31, 2016
ASSETS:		
CURRENT ASSETS		
Cash and cash equivalents	$ 7,136	$ 8,470
Deposits, prepaid expenses and other current assets	96	89
Total Current Assets	7,232	8,559
Mining properties, land and water rights	223,816	223,286
Deposits on project property, plant and equipment	87,353	87,244
Restricted cash held at EMLLC	12,016	13,025
Restricted cash held for loan procurement	1,074	1,175
Restricted cash held for reclamation bonds	793	782
Non-mining property and equipment, net	285	221
Other assets	2,994	2,994
TOTAL ASSETS	$ 335,563	$ 337,286
LIABILITIES, CRCNI, AND EQUITY:		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	$ 857	$ 855
Accrued advance royalties	500	500
Current portion of long term debt	125	165
Total Current Liabilities	1,482	1,520
Provision for post closure reclamation and remediation costs	1,622	1,587
Accrued advance royalties	5,200	5,200
Accrued payments to Agricultural Sustainability Trust	4,000	4,000
Long term debt, net of current portion	1,340	1,340
Senior Convertible Promissory Notes	5,646	5,540
Return of Contributions Payable to POS-Minerals	33,641	33,641
Other accrued liabilities	2,125	2,125
Total Liabilities	55,056	54,953
COMMITMENTS AND CONTINGENCIES - NOTE 12		
CONTINGENTLY REDEEMABLE NONCONTROLLING INTEREST ("CRNCI")	172,649	172,659
EQUITY		
Common stock, $0.001 par value; 650,000,000 and 650,000,000 shares authorized, respectively, 111,167,877 and 110,611,287 shares issued and outstanding, respectively	111	111
Additional paid-in capital	282,007	281,900
Accumulated deficit during exploration and development stage	(174,260)	(172,337)
Total Equity	107,858	109,674
TOTAL LIABILITIES, CRNCI, AND EQUITY	$ 335,563	$ 337,286

The accompanying notes are an integral part of these consolidated financial statements.

GENERAL MOLY, INC. ("GMI")
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

(Unaudited — In thousands, except per share amounts)

	Three Months Ended	
	March 31, 2017	March 31, 2016
REVENUES	$ —	$ —
OPERATING EXPENSES:		
Exploration and evaluation	137	546
General and administrative expense	1,508	1,362
TOTAL OPERATING EXPENSES	1,645	1,908
LOSS FROM OPERATIONS	(1,645)	(1,908)
OTHER INCOME/(EXPENSE):		
Interest expense	(288)	(249)
TOTAL OTHER (EXPENSE)/INCOME, NET	(288)	(249)
LOSS BEFORE INCOME TAXES	(1,933)	(2,157)
Income Taxes	—	—
CONSOLIDATED NET LOSS	$ (1,933)	$ (2,157)
Less: Net loss attributable to CRNCI	10	4
NET LOSS ATTRIBUTABLE TO GMI	$ (1,923)	$ (2,153)
Basic and diluted net loss attributable to GMI per share of common stock	$ (0.02)	$ (0.02)
Weighted average number of shares outstanding — basic and diluted	111,087	110,356
COMPREHENSIVE LOSS	$ (1,923)	$ (2,153)

The accompanying notes are an integral part of these consolidated financial statements.

GENERAL MOLY, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

(Unaudited — In thousands)

	Three Months Ended	
	March 31, 2017	March 31, 2016
CASH FLOWS FROM OPERATING ACTIVITIES:		
Consolidated Net loss	$ (1,933)	$ (2,157)
Adjustments to reconcile net loss to net cash used by operating activities:		
Depreciation and amortization	66	61
Non-cash interest expense	106	66
Stock-based compensation for employees and directors	150	147
(Increase) in deposits, prepaid expenses and other	(7)	(17)
(Decrease) in accounts payable and accrued liabilities	(182)	(925)
Increase(decrease) in post closure reclamation and remediation costs	9	(106)
Net cash used by operating activities	(1,791)	(2,931)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase and development of mining properties, land and water rights	(517)	(348)
Deposits on property, plant and equipment	(25)	(66)
Decrease in restricted cash	1,099	6,230
Net cash used by investing activities	557	5,816
CASH FLOWS FROM FINANCING ACTIVITIES:		
Stock proceeds, net of issuance costs	(60)	(58)
Repayment of Long-Term Debt	(40)	(38)
Net cash used by financing activities:	(100)	(96)
Net (decrease)increase in cash and cash equivalents	(1,334)	2,789
Cash and cash equivalents, beginning of period	8,470	13,047
Cash and cash equivalents, end of period	$ 7,136	$ 15,836
NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Equity compensation capitalized as development	$ 17	$ 12
Accrued portion of advance royalties	—	500
Noncash change in deposits on property, plant and equipment	84	1,244

The accompanying notes are an integral part of these consolidated financial statements.

GENERAL MOLY, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 — DESCRIPTION OF BUSINESS

General Moly, Inc. ("we," "us," "our," "Company," "GMI," or "General Moly") is a Delaware corporation originally incorporated as General Mines Corporation on November 23, 1925. We have gone through several name changes and on October 5, 2007, we reincorporated in the State of Delaware ("Reincorporation") through a merger involving Idaho General Mines, Inc. and General Moly, Inc., a Delaware corporation that was a wholly owned subsidiary of Idaho General Mines, Inc. The Reincorporation was effected by merging Idaho General Mines, Inc. with and into General Moly, with General Moly being the surviving entity. For purposes of the Company's reporting status with the United States Securities and Exchange Commission ("SEC"), General Moly is deemed a successor to Idaho General Mines, Inc.

The Company conducted exploration and evaluation activities from January 1, 2002 until October 4, 2007, when our Board of Directors ("Board") approved the development of the Mt. Hope molybdenum property ("Mt. Hope Project") in Eureka County, Nevada. Since that time, the Company has continued its efforts to both obtain financing for and develop the Mt. Hope Project. However, the combination of financing delays and court proceedings has resulted in a current suspension of development. Given the continued improvement of copper prices, we continue to consider the potential increasing value of the copper resource of our Liberty molybdenum and copper property ("Liberty Project") in Nye County, Nevada.

The Mt. Hope Project

From October 2005 to January 2008, we owned the rights to 100% of the Mt. Hope Project. Effective as of January 1, 2008, we contributed all of our interest in the assets related to the Mt. Hope Project, including our lease of the Mt. Hope Project, discussed below, into Eureka Moly, LLC ("EMLLC" or "the LLC"), and in February 2008 entered into an agreement ("LLC Agreement") for the development and operation of the Mt. Hope Project with POS-Minerals Corporation ("POS-Minerals"). Under the LLC Agreement, POS-Minerals owns a 20% interest in the LLC and General Moly, through Nevada Moly, LLC ("Nevada Moly"), a wholly-owned subsidiary, owns an 80% interest. The ownership interests and/or required capital contributions under the LLC Agreement can change as discussed below.

Pursuant to the terms of the LLC Agreement, POS-Minerals made its first and second capital contributions to the LLC totaling $100.0 million during the year ended December 31, 2008 ("Initial Contributions"). Additional amounts of $100.7 million were received from POS-Minerals in December 2012, following receipt of major operating permits for the Mt. Hope Project, including the Record of Decision ("ROD") from the U.S. Bureau of Land Management ("BLM").

In addition, under the terms of the LLC Agreement, since commercial production at the Mt. Hope Project was not achieved by December 31, 2011, the LLC will be required to return to POS-Minerals $36.0 million, since reduced to $33.6 million as discussed below, of its capital contributions ("Return of Contributions"), with no corresponding reduction in POS-Minerals' ownership percentage. Effective January 1, 2015, as part of a comprehensive agreement concerning the release of the reserve account described below, Nevada Moly and POS-Minerals agreed that the Return of Contributions will be due to POS-Minerals on December 31, 2020; provided that, at any time on or before November 30, 2020, Nevada Moly and POS-Minerals may agree in writing to extend the due date to December 31, 2021; and if the due date has been so extended, at any time on or before November 30, 2021, Nevada Moly and POS-Minerals may agree in writing to extend the due date to December 31, 2022. If the repayment date is extended, the unpaid amount will bear interest at a rate per annum of LIBOR plus 5%, which interest shall compound quarterly, commencing on December 31, 2020 through the date of payment in full. Payments of accrued but unpaid interest, if any, shall be made on the repayment date. Nevada Moly may elect, on behalf of the Company, to cause the Company to prepay, in whole or in part, the Return of Contributions at any time, without premium or penalty, along with accrued and unpaid interest, if any.

The original Return of Contributions amount due to POS-Minerals is reduced, dollar for dollar, by the amount of capital contributions for equipment payments required from POS-Minerals under approved budgets of the LLC, as discussed further below. As of March 31, 2017, this amount has been reduced by $2.4 million, consisting of 20% of an $8.4 million principal payment made on milling equipment in March 2015 and a $2.2 million principal payment made on electrical transformers in April 2015, and a $1.2 million principal payment made on milling equipment in April 2016, such that the remaining amount due to POS-Minerals is $33.6 million. If Nevada Moly does not fund its additional capital contribution in order for the LLC to make the required Return of Contributions to POS-Minerals set forth above, POS-Minerals has an election to either make a secured loan to the LLC to fund the Return of Contributions, or receive an additional interest in the LLC estimated to be 5%. In the latter case, Nevada Moly's interest in the LLC is subject to dilution by a percentage equal to the ratio of 1.5 times the amount of the unpaid

Return of Contributions over the aggregate amount of deemed capital contributions (as determined under the LLC Agreement) of both parties to the LLC ("Dilution Formula"). At March 31, 2017, the aggregate amount of deemed capital contributions of both parties was $1,082.9 million.

Furthermore, the LLC Agreement permits POS-Minerals to put/sell its interest in the LLC to Nevada Moly after a change of control of Nevada Moly or the Company, as defined in the LLC Agreement, followed by a failure by us or our successor company to use standard mining industry practice in connection with the development and operation of the Mt. Hope Project as contemplated by the parties for a period of twelve (12) consecutive months. If POS-Minerals exercises its option to put or sell its interest, Nevada Moly or its transferee or surviving entity would be required to purchase the interest for 120% of POS-Minerals' total contributions to the LLC, which, if not paid timely, would be subject to 10% interest per annum.

In November 2012, the Company and POS-Minerals began making monthly pro rata capital contributions to the LLC to fund costs incurred as required by the LLC Agreement. The interest of a party in the LLC that does not make its monthly pro rata capital contributions to fund costs incurred is subject to dilution based on the Dilution Formula. The Company and POS-Minerals consented, effective July 1, 2013, to Nevada Moly accepting financial responsibility for POS-Minerals' 20% interest in costs related to Nevada Moly's compensation and reimbursement as Manager of the LLC, and certain owners' costs associated with Nevada Moly's ongoing progress to complete project financing for its 80% interest, resulting in $2.9 million paid by Nevada Moly on behalf of POS-Minerals during the term of the consensual agreement, which ended on June 30, 2014. From July 1, 2014 to December 31, 2014, POS-Minerals once again contributed its 20% interest in all costs incurred by the LLC. Subject to the terms above, all required monthly contributions have been made by both parties.

Effective January 1, 2015, Nevada Moly and POS-Minerals signed an amendment to the LLC Agreement under which a separate $36.0 million owed to Nevada Moly, held by the LLC in a reserve account established in December 2012, is being released for the mutual benefit of both members related to the jointly approved Mt. Hope Project expenses through 2021. In January 2015, the reserve account funded a reimbursement of contributions made by the members during the fourth quarter of 2014, inclusive of $0.7 million to POS-Minerals and $2.7 million to Nevada Moly. The funds are now being used to pay ongoing expenses of the LLC until the Company obtains full financing for its portion of the Mt. Hope Project construction cost, or until the reserve account is exhausted. Any remaining funds after financing is obtained will be returned to the Company. The balance of the reserve account was $12.0 million and $13.0 million at March 31, 2017 and December 31, 2016, respectively.

Agreement with AMER International Group ("AMER")

Private Placement

In April 2015, the Company and AMER entered into a private placement for 40.0 million shares of the Company's common stock and warrants to purchase 80.0 million shares of the Company's common stock, priced using the trailing 90-day volume weighted average price ("VWAP") of $0.50 on April 17, 2015, the date the Investment and Securities Purchase Agreement ("AMER Investment Agreement") was signed. General Moly received stockholder approval of the transaction at its 2015 Annual Meeting.

On November 2, 2015, the Company and AMER entered into an amendment to the AMER Investment Agreement, utilizing a three-tranche investment. The first tranche of the amended AMER Investment Agreement closed on November 24, 2015 for a $4.0 million private placement representing 13.3 million shares, priced at $0.30 per share, and warrants to purchase 80.0 million shares of common stock at $0.50 per share, which will become exercisable upon availability of an approximately $700.0 million senior secured loan ("Bank Loan"). The funds received from the $4.0 million private placement have been divided evenly between general corporate purposes and an expense reimbursement account available to both AMER and the Company to cover anticipated Mt. Hope financing costs and other jointly sourced business development opportunities. In addition, AMER and General Moly entered into a Stockholder Agreement allowing AMER to nominate a director to the General Moly Board of Directors, additional directors following the close of Tranche 3, discussed below, and drawdown of the Bank Loan. The Stockholder Agreement also governs AMER's acquisition and transfer of General Moly shares. Prior to closing, the parties agreed to eliminate certain conditions to closing. Following the closing, AMER nominated Tong Zhang to serve as a director of the Company, and Mr. Zhang was appointed to the Board of Directors on December 3, 2015.

The second tranche of the amended AMER Investment Agreement will include a $6.0 million private placement representing 12.0 million shares, priced at $0.50 per share. $5.0 million of the $6.0 million will be used for general corporate purposes and $1.0 million will be set aside for the expense reimbursement account discussed above. Closing of the second tranche is contingent on the Nevada State Engineer restoring 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.

The third tranche of the amended AMER Investment Agreement will include a $10.0 million private placement representing 14.7 million shares, priced at $0.68 per share. Closing of the third tranche is contingent on a final adjudication of the Mt. Hope Project's water rights through the Nevada courts or settlement, if further protests and appeals result from the issuance of the water permits, and for the price of molybdenum to average in excess of $12/lb for a 30-consecutive-calendar-day period. After the third tranche of the agreement closes, AMER will nominate a second director to General Moly's then eight-member Board of Directors.

The amended AMER Investment Agreement creates a strategic partnership between the Company and AMER to assist in obtaining full financing for the Mt. Hope Project. The issuance of shares in connection with the second and third tranches of the AMER Investment Agreement may be subject to General Moly stockholder approval.

In addition to the investment agreement discussed above, the Company and AMER are jointly evaluating other potential opportunities, ranging from outright acquisitions, privatizations, or significant minority interest investments. The current focus is on base metal prospects in the Americas, where the Company would benefit from management fees, minority equity interests, or the acquisition of both core and non-core assets. Through March 31, 2017, the Company and AMER have spent approximately $0.9 million from the expense reimbursement account described above in connection with such evaluations.

Term Loan

AMER has agreed to work cooperatively with the Company upon the return of improved molybdenum prices to procure and support a senior secured term loan ("Bank Loan") of approximately $700 million from a major Chinese bank or banks for the development of the Mt. Hope Project, and to provide a guarantee for the Bank Loan.

When documentation is complete and drawdown of the approximately $700 million Bank Loan becomes available, the AMER warrants will become exercisable by AMER at $0.50. After drawdown of the Bank Loan, AMER will nominate a third Director to General Moly's Board of Directors. All conditions to complete the warrants transaction were required to be completed no later than April 17, 2017 in order for the warrants to vest and become exercisable. On April 17, 2017, the Company and AMER entered into a First Amendment (the "Amendment") to the AMER warrants. The Amendment extends the deadline for satisfaction of all conditions to vesting of the warrants from April 17, 2017 to June 17, 2017. The Company and AMER agreed on a short extension of the expiration of the warrants while they discuss a longer term modification of the other agreements between the parties, supportive of their existing strategic partnership.

Molybdenum Supply Agreement

The Company and AMER have agreed on the substantive terms of a definitive agreement that would provide a one-time option exercisable simultaneously with Bank Loan execution to purchase the balance of the Company's share of Mt. Hope molybdenum production, estimated to be approximately 16.5 million pounds annually, for the first five years of production, and 70% of the Company's annual share of Mt. Hope molybdenum production thereafter at a cost of spot price less a slight discount.

NOTE 2 — LIQUIDITY

The cash needs for the development of the Mt. Hope Project are significant and require that we and/or the LLC arrange for financing to be combined with funds anticipated to be received from POS-Minerals in order to retain its 20% membership interest. If we are unsuccessful in obtaining financing, we will not be able to proceed with the development of the Mt. Hope Project.

Although hampered by the slowly recovering low molybdenum prices, the Company continues its efforts to obtain full financing of the Mt. Hope Project. AMER has agreed to work with the Company to procure and support a Bank Loan of approximately $700 million from a major Chinese bank or banks for the development of the Mt. Hope Project, and to provide a guarantee for the Bank Loan. As discussed in Note 1, on November 30, 2015, the Company announced the receipt of funds to successfully close the first tranche of the amended Investment Agreement, resulting in a $4.0 million cash inflow to the Company.

There is no assurance that the Company will be successful in obtaining the financing required to complete the Mt. Hope Project, or in raising additional financing in the future on terms acceptable to the Company, or at all.

We continue to work with our long-lead vendors to manage the timing of contractual payments for milling equipment. The following table sets forth the LLC's remaining cash commitments under these equipment contracts (collectively, "Purchase Contracts") at March 31, 2017 (in millions):

Year	As of March 31, 2017 *
2017	0.4
2018	—
2019	1.4
2020	0.4
Total	$ 2.2

* All amounts are commitments of the LLC, and as a result of the agreement between Nevada Moly and POS-Minerals are to be funded by the $36.0 million reserve account, now $12.0 million as discussed above in Note 1, until such time that the Company obtains financing for its portion of construction costs at the Mt. Hope Project or until the reserve account balance is exhausted, and thereafter are to be funded 80% by Nevada Moly and 20% by POS-Minerals. POS-Minerals remains obligated to make capital contributions for its 20% portion of equipment payments required by approved budgets of the LLC, and such amounts contributed by the reserve account on behalf of POS-Minerals will reduce, dollar for dollar, the amount of capital contributions that the LLC is required to return to POS-Minerals, described under Note 1 above.

If the LLC does not make the payments contractually required under these purchase contracts, it could be subject to claims for breach of contract or to cancellation of the respective purchase contract. In addition, the LLC may proceed to selectively suspend, cancel or attempt to renegotiate additional purchase contracts if necessary to further conserve cash. If the LLC cancels or breaches any contracts, the LLC will take all appropriate action to minimize any losses, but could be subject to liability under the contracts or applicable law. The cancellation of certain key contracts could cause a delay in the commencement of operations, and could add to the cost to develop the Company's interest in the Mt. Hope Project.

Through March 31, 2017, the LLC has made deposits and/or final payments of $87.4 million on equipment orders. Of these deposits, $70.4 million relate to fully fabricated items, primarily milling equipment, for which the LLC has additional contractual commitments of $2.2 million noted in the table above. The remaining $17.0 million reflects both partially fabricated milling equipment, and non-refundable deposits on mining equipment. As discussed in Note 12, the mining equipment agreements remain cancellable with no further liability to the LLC. The underlying value and recoverability of these deposits and our mining properties in our consolidated balance sheets are dependent on the LLC's ability to fund development activities that would lead to profitable production and positive cash flow from operations, or proceeds from the sale of these assets. There can be no assurance that the LLC will be successful in generating future profitable operations, selling these assets or that the Company will secure additional funding in the future on terms acceptable to us or at all. Our consolidated financial statements do not include any adjustments relating to recoverability and classification of recorded assets or liabilities.

With our cash conservation plan, our Corporate and Liberty Project related cash requirements have declined to approximately $1.5 million per quarter, while all Mt. Hope Project related funding is payable out of the $36.0 million reserve account, the balance of which was $12.0 million and $13.0 million at March 31, 2017 and December 31, 2016, respectively. Accordingly, based on our current cash on hand and our ongoing cash conservation plan, the Company expects it will have adequate liquidity to fund our Corporate and Liberty Project working capital needs into the second quarter of 2018. Additional potential funding sources include public or private equity offerings, including closing or a negotiated acceleration of tranches 2 and 3 with respect to the remaining $16.0 million investment from AMER described in Note 1, or sale of other assets owned by the Company. There is no assurance that the Company will be successful in securing additional funding. This could result in further cost reductions, contract cancellations, and potential delays which ultimately may jeopardize the development of the Mt. Hope Project.

NOTE 3 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The interim consolidated financial statements ("interim statements") of the Company are unaudited. In the opinion of management, all adjustments and disclosures necessary for a fair statement of these interim statements have been included. All such adjustments are, in the opinion of management, of a normal recurring nature. The results reported in these interim statements are not necessarily indicative of the results that may be presented for the entire year. These interim statements should be read in conjunction with the consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2016, filed with the Securities and Exchange Commission ("SEC") on March 16, 2017.

This summary of significant accounting policies is presented to assist in understanding the financial statements. The financial statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America ("GAAP") and have been consistently applied in the preparation of the financial statements.

Accounting Method

Our financial statements are prepared using the accrual basis of accounting in accordance with GAAP. With the exception of the LLC, all of our subsidiaries are wholly owned. In February 2008, we entered into the LLC Agreement, which established our ownership interest in the LLC at 80%. The consolidated financial statements include all of our wholly owned subsidiaries and the LLC. The POS-Minerals contributions attributable to their 20% interest are shown as Contingently Redeemable Noncontrolling Interest on the Consolidated Balance Sheet. The net loss attributable to contingently redeemable noncontrolling interest is reflected separately on the Consolidated Statement of Operations and reduces the Contingently Redeemable Noncontrolling Interest on the Consolidated Balance Sheet. Net losses of the LLC are attributable to the members of the LLC based on their respective ownership percentages in the LLC. During 2017, the LLC had a $51,000 loss primarily associated with accretion of its reclamation obligations, of which $10,000 was attributed to the Contingently Redeemable Noncontrolling Interest.

Contingently Redeemable Noncontrolling Interest ("CRNCI")

Under GAAP, certain noncontrolling interests in consolidated entities meet the definition of mandatorily redeemable financial instruments if the ability to redeem the interest is outside of the control of the consolidating entity. As described in Note 1 — "Description of Business", the LLC Agreement permits POS-Minerals the option to put its interest in the LLC to Nevada Moly upon a change of control, as defined in the LLC Agreement, followed by a failure by us or our successor company to use standard mining industry practice in connection with the development and operation of the Mt. Hope Project as contemplated by the parties for a period of 12 consecutive months. As such, the CRNCI has continued to be shown as a separate caption between liabilities and equity. The carrying value of the CRNCI has historically included the $36.0 million Return of Contributions, now $33.6 million, that will be returned to POS-Minerals in 2020, unless further extended by the members of the LLC as discussed above. The expected Return of Contributions to POS-Minerals was carried at redemption value as we believed redemption of this amount was probable. Effective January 1, 2015, Nevada Moly and POS-Minerals agreed that the Return of Contributions will be due to POS-Minerals on December 31, 2020, unless further extended by the members of the LLC as discussed above. As a result, we have reclassified the Return of Contributions payable to POS-Minerals from CRNCI to a non-current liability at redemption value, and subsequently reduced it by $2.4 million, consisting of 20% of an $8.4 million principal payment made on milling equipment in March 2015 and a $2.2 million principal payment made on electrical transformers in April 2015, and a $1.2 million principal payment made on milling equipment in April 2016, such that the remaining amount due to POS-Minerals is $33.6 million.

The remaining carrying value of the CRNCI has not been adjusted to its redemption value as the contingencies that may allow POS-Minerals to require redemption of its noncontrolling interest are not probable of occurring. Under GAAP, until such time as that contingency has been eliminated and redemption is no longer contingent upon anything other than the passage of time, no adjustment to the CRNCI balance should be made. Future changes in the redemption value will be recognized immediately as they occur and the Company will adjust the carrying amount of the CRNCI to equal the redemption value at the end of each reporting period.

Estimates

The process of preparing consolidated financial statements requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues, and expenses. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

Asset Impairments

We evaluate the carrying value of long-lived assets to be held and used, using a fair-value based approach when events and circumstances indicate that the related carrying amount of our assets may not be recoverable. The economic environment and molybdenum and copper prices may be considered as impairment indicators for the purposes of these impairment assessments. In accordance with U.S. GAAP, the carrying value of a long-lived asset is considered impaired when the anticipated undiscounted cash flows from such asset is less than its carrying value. In that event, an impairment charge will be recorded in our Consolidated Statement of Operations and Comprehensive Loss based on the difference between book value and the estimated fair value of the asset computed using discounted future cash flows, or the application of an expected fair value technique in the absence of an

observable market price. Future cash flows include estimates of recoverable quantities to be produced from estimated proven and probable mineral reserves, commodity prices (considering current and historical prices, price trends and related factors), production quantities and capital expenditures, all based on life-of-mine plans and projections. In estimating future cash flows, assets are grouped at the lowest level for which identifiable cash flows exist that are largely independent of cash flows from other asset groups. Generally, in estimating future cash flows, all assets are grouped at a particular mine for which there are identifiable cash flows. While our March 31, 2017 impairment analysis did not result in any long-lived asset impairments, there can be no assurance that there will not be asset impairments if commodity prices experience a sustained decline and/or if there are significant downward adjustments to estimates of recoverable quantities to be produced from proven and probable mineral reserves or production quantities, and/or upward adjustments to estimated operating costs and capital expenditures, all based on life-of-mine plans and projections.

Cash and Cash Equivalents and Restricted Cash

We consider all highly liquid investments with original maturities of three months or less to be cash equivalents. The Company's cash equivalent instruments are classified within Level 1 of the fair value hierarchy established by FASB guidance for Fair Value Measurements because they are valued based on quoted market prices in active markets.

We consider all restricted cash, inclusive of the reserve account discussed above, the loan procurement account and reclamation surety bonds, to be long-term.

Basic and Diluted Net Loss Per Share

Net loss per share was computed by dividing the net loss attributable to the Company by the weighted average number of shares outstanding during the period. The weighted average number of shares was calculated by taking the number of shares outstanding and weighting them by the amount of time that they were outstanding. Outstanding awards as of March 31, 2017 and December 31, 2016, respectively, were as follows:

	March 31, 2017	December 31, 2016
Warrants	89,535,000	89,535,000
Shares Issued upon conversion of Senior Notes	5,910,000	5,910,000
Unvested Stock Awards	1,785,435	1,105,435
Stock Appreciation Rights	1,175,767	1,269,101

These awards were not included in the computation of diluted loss per share for the three months ended March 31, 2017 and 2016, respectively, because to do so would have been anti-dilutive. Therefore, basic loss per share is the same as diluted loss per share.

Mineral Exploration and Development Costs

All exploration expenditures are expensed as incurred. Significant property acquisition payments for active exploration properties are capitalized. If no economic ore body is discovered, previously capitalized costs are expensed in the period the property is abandoned. Expenditures to develop new mines, to define further mineralization in existing ore bodies, and to expand the capacity of operating mines, are capitalized and amortized on a units-of-production basis over proven and probable reserves.

Should a property be abandoned, its capitalized costs are charged to operations. The Company charges to the consolidated statement of operations the allocable portion of capitalized costs attributable to properties sold. Capitalized costs are allocated to properties sold based on the proportion of claims sold to the claims remaining within the project area.

Mining Properties, Land and Water Rights

Costs of acquiring and developing mining properties, land and water rights are capitalized as appropriate by project area. Exploration and related costs and costs to maintain mining properties, land and water rights are expensed as incurred while the property is in the exploration and evaluation stage. Development and related costs and costs to maintain mining properties, land and water rights are capitalized as incurred while the property is in the development stage. When a property reaches the production stage, the related capitalized costs are amortized using the units-of-production basis over proven and probable reserves. Mining properties, land and water rights are periodically assessed for impairment of value, and any subsequent losses are charged to operations at the time of impairment. If a property is abandoned or sold, a gain or loss is recognized and included in the consolidated statement of operations.

The Company has capitalized royalty payments made to Mt. Hope Mines, Inc. ("MHMI") (discussed in Note 12 below) during the development stage. The amounts will be applied to production royalties owed upon the commencement of production.

Depreciation and Amortization

Property and equipment are recorded at cost and depreciated using the straight-line method over the estimated useful lives of the assets. Property and equipment are depreciated using the following estimated useful lives:

Field equipment	Four to ten years
Office furniture, fixtures, and equipment	Five to seven years
Vehicles	Three to five years
Leasehold improvements	Three years or the term of the lease, whichever is shorter
Residential trailers	Ten to twenty years
Buildings and improvements	Ten to twenty seven and one-half years

Senior Convertible Promissory Notes and other Long-Term Debt

In December 2014, the Company sold and issued $8.5 million in units consisting of Senior Convertible Promissory Notes (the "Convertible Notes") and warrants to purchase shares of our common stock (the "Notes Warrants") to accredited investors, including several directors and officers of the Company, pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended, and Rule 506 thereunder. The Notes are unsecured obligations and are senior to any of the Company's future secured obligations to the extent of the value of the collateral securing such obligations.

The Convertible Notes bear interest at a rate of 10.0% per annum, payable in cash quarterly in arrears on each March 31, June 30, September 30, and December 31. The Convertible Notes are convertible at any time in an amount equal to 80% of the greater of (i) the average volume weighted average price ("VWAP") for the 30 Business Day period ending on the Business Day prior to the date of the conversion, or (ii) the average VWAP for the 30 Business Day period ending on the original issuance date of the Convertible Notes. Each Note will convert into a maximum of 100 shares per note, resulting in the issuance of up to 8,535,000 shares. General Moly's named executive officers and board of directors who participated in the offering are restricted from converting at a price less than $0.32, the most recent closing price at the time that the Convertible Notes were issued. The Convertible Notes are mandatorily redeemable at par plus the present value of remaining coupons upon (i) the availability of cash from a financing for the Mt. Hope Project or (ii) any other debt financing by the Company. In addition, 50% of any proceeds from the sale of assets cumulatively exceeding $250,000 will be used to prepay the Convertible Notes at par plus the present value of remaining coupons. The Company has the right to redeem the Convertible Notes at any time at par plus the present value of remaining coupons. The Private Placement was negotiated by independent members of General Moly's board of directors, none of whom participated in the transaction. As of March 31, 2017, an aggregate of $2.6 million of Convertible Notes had been converted into 2,625,000 shares of common stock and $1.3 million of non-convertible Senior Promissory Notes, resulting in a $0.2 million annual reduction in interest payments made by the Company in the servicing of the Convertible Notes, as further discussed in Note 6 below.

The Company evaluates its contracts for potential derivatives. See Note 6 for a description of the Company's accounting for embedded derivatives and the Convertible Notes.

The Company additionally has certain debt related to a land mortgage, which is allocated between long-term and current based on payments contractually required to be made within the next twelve months.

Debt issuance costs are costs incurred in connection with the Company's debt financings that have been capitalized and are being amortized over the stated maturity period or estimated life of the related debt, using the effective interest method.

Provision for Taxes

Income taxes are provided based upon the asset and liability method of accounting. Under this approach, deferred income taxes are recorded to reflect the tax consequences in future years of differences between the tax basis of assets and liabilities and their financial reporting amounts at each year-end. In accordance with authoritative guidance under Accounting Standards Codification ("ASC") 740, *Income Taxes*, a valuation allowance is recorded against the deferred tax asset if management does not believe the Company has met the "more likely than not" standard to allow recognition of such an asset.

Reclamation and Remediation

Expenditures for ongoing compliance with environmental regulations that relate to current operations are expensed or capitalized as appropriate. Future obligations to retire an asset, including reclamation, site closure, dismantling, remediation and ongoing treatment and monitoring, are recorded as a liability at fair value at the time of construction or development. The fair value determination is based on estimated future cash flows, the current credit-adjusted risk-free discount rate and an estimated inflation factor. The value of asset retirement obligations is evaluated on a quarterly basis or as new information becomes available on the expected amounts and timing of cash flows required to discharge the liability. The fair value of the liability is added to the carrying amount of the associated asset and this additional carrying amount will be depreciated or amortized over the estimated life of the asset upon the commencement of commercial production. An accretion cost, representing the increase over time in the present value of the liability, will also be recorded each period as accretion expense. As reclamation work is performed or liabilities are otherwise settled, the recorded amount of the liability is reduced.

Stock-based Compensation

Stock-based compensation represents the fair value related to stock-based awards granted to members of the Board, officers and employees. The Company uses the Black-Scholes model to determine the fair value of stock-based awards under authoritative guidance for *Stock-Based Compensation*. For stock-based compensation that is earned upon the satisfaction of a service condition, the cost is recognized on a straight-line basis (net of estimated forfeitures) over the requisite vesting period (up to three years). Awards expire five years from the date of vesting.

Further information regarding stock-based compensation can be found in Note 9 — "Equity Incentives."

Warrants

The Company has issued warrants in connection with several financing transactions and uses the Black-Scholes model or a lattice to determine the fair value of these transactions based on the features included in each.

Recently Issued Accounting Pronouncements

Compensation – Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting

In March 2016, the FASB issued Accounting Standards Update ("ASU") 2016-09, Compensation – Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting. The update aims to simplify several aspects of the accounting for share-based payment transactions, including income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. Implementation of this standard did not have a material impact on the Company's financial statements.

Leases (Topic 842)

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). The update aims to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The company is currently reviewing the standard to determine the impact on its financial statements.

NOTE 4 — MINING PROPERTIES, LAND AND WATER RIGHTS

We currently have interests in two mining properties that are the primary focus of our development, the Mt. Hope Project and the Liberty Project. We also have certain other, non-core, mining properties that are being evaluated for future development or sale.

The Mt. Hope Project. We are currently in the process of developing the Mt. Hope Project. In January 2014, the Company published an updated Technical Report on the Mt. Hope Project using Canadian Instrument NI 43-101 guidelines, which provided data on the viability and expected economics of the project. In early 2017, we re-examined the Mt. Hope proven and probable mineral reserves and updated the reserve and resource estimates using an $8.40/lb molybdenum ("Mo") three-year backward average price.

Liberty Project. We are currently continuing to evaluate the Liberty Project. In July 2014, the Company published an updated NI 43-101 compliant pre-feasibility study, which more closely examined the use of existing infrastructure and the copper potential of the property. In February 2017, Liberty Moly entered into a lease agreement with WK Mining Ltd. ("WK") for the lease of water rights for the purpose of mining and milling. The term of the lease is six years which WK can extend for an additional four years. As compensation for the leased water rights, WK has issued $100,000 in common shares to Liberty Moly.

Other Mining Properties. We also have mining claims and land purchased prior to 2006 which consist in part of (a) approximately 107 acres of fee simple land in the Little Pine Creek area of Shoshone County, Idaho, (b) six patented mining claims known as the Chicago-London group, located near the town of Murray in Shoshone County, Idaho, (c) 34 unpatented mining claims in Marion County, Oregon, known as the Detroit property and (d) 83 unpatented mining claims in Sanders and Madison County, Montana. The costs associated with these claims and properties are minimal and primarily relate to claim fees and property taxes.

Summary. The following is a summary of mining properties, land and water rights at March 31, 2017 and December 31, 2016 (in thousands):

	At March 31, 2017	At December 31, 2016
Mt. Hope Project:		
Development costs	$ 172,423	$ 171,892
Mineral, land and water rights	11,324	11,324
Advance Royalties	30,300	30,300
Total Mt. Hope Project	214,047	213,516
Total Liberty Project	9,688	9,689
Other Properties	81	81
Total	$ 223,816	$ 223,286

Development costs of $172.4 million include hydrology and drilling costs, expenditures to further the permitting process, capitalized salaries, project engineering costs, and other expenditures required to fully develop the Mt. Hope Project. Deposits on project property, plant and equipment of $87.4 million represent ongoing progress payments on equipment orders for the custom-built grinding and milling equipment, related electric mill drives, and other processing equipment that require the longest lead times.

NOTE 5 — ASSET RETIREMENT OBLIGATIONS

Asset retirement obligations ("ARO") arise from the acquisition, development, construction and normal operation of mining property, plant and equipment due to government controls and that protect the environment, and are primarily related to closure and reclamation of mining properties. The exact nature of environmental issues and costs, if any, which the Company or the LLC may encounter in the future are subject to change, primarily because of the changing character of environmental requirements that may be enacted by governmental authorities.

The following table shows asset retirement obligations for future mine closure and reclamation costs in connection with the Mt. Hope Project and within the boundaries of the Plan of Operations ("PoO"):

	(in thousands)
At January 1, 2016	$ 1,058
Accretion Expense	80
Adjustments*	316
At December 31, 2016	$ 1,454
Accretion Expense	26
Adjustments*	9
At March 31, 2017	$ 1,489

* Includes additions, annual changes to the escalation rate, the market-risk premium rate, or reclamation time periods.

The estimated future reclamation costs for the Mt. Hope Project have been discounted using a rate of 8%. The total inflated and undiscounted estimated reclamation costs associated with current disturbance under the PoO at the Mt. Hope Project

were $5.7 million at March 31, 2017, inclusive of $2.6 million for mitigation of sage grouse habitat that would be affected by development of the Mt. Hope Project. Increases in ARO liabilities resulting from the passage of time are recognized as accretion expense.

The LLC is required by federal and state laws in the U.S. to provide financial assurance sufficient to allow a third party to implement approved closure and reclamation plans if the LLC is unable to do so. The laws govern the determination of the scope and cost of the closure, and the amount and forms of financial assurance. As of March 31, 2017, the LLC had provided the appropriate regulatory authorities with $2.8 million in reclamation financial guarantees through the posting of surety bonds for reclamation of the Mt. Hope Project as approved in the ROD. As of March 31, 2017, we had $0.3 million in cash deposits associated with these bonds and an additional $0.4 million in a long-term funding mechanism, which are specific to the PoO disturbance and accounted for as restricted cash and are unrelated to the inflated and undiscounted liability referenced above.

The LLC has a smaller liability at the Mt. Hope Project for disturbance associated with exploration drilling which occurred outside the PoO boundaries. The LLC has not discounted this reclamation liability as the total amount is less than $0.1 million.

Total restricted cash for surety bond collateral requirements and other long-term reclamation obligations at the Mt. Hope Project equal $0.7 million. Another $0.1 million in cash collateral is associated with surety bonds at the Liberty Project.

The Company's Liberty Project is currently in the exploration stage. As the Company is not currently performing any exploration activity at the Liberty Project, the reclamation liability incurred for historical operations and exploration of approximately $0.1 million has not been discounted as shown in the table below.

	Mt. Hope Project outside PoO boundary	Liberty
	(in thousands)	
At January 1, 2016	22	118
Adjustments *	(7)	—
At December 31, 2016	$ 15	$ 118
Adjustments *	—	—
At March 31, 2017	$ 15	$ 118

* Includes reduced / reclaimed disturbance

NOTE 6 — SENIOR CONVERTIBLE PROMISSORY NOTES

In December 2014, the Company sold and issued 85,350 Units of Senior Convertible Promissory Notes (the "Notes") with warrants (the "Warrants") to qualified buyers pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended, of which 23,750 Units were sold and issued to related parties, including several directors and each of our named executive officers. The Notes are unsecured obligations and are senior to any of the Company's future secured obligations to the extent of the value of the collateral securing such obligations.

The transaction value of $8.5 million was allocated between debt for the Notes and equity for the Warrants based on the relative fair value of the two instruments. This resulted in recording $0.8 million in Additional Paid In Capital for the relative fair value of the Warrants and $7.7 million as Convertible Senior Notes. The Company received net proceeds from the sale of the Notes of approximately $8.0 million, after deducting offering expenses of approximately $0.5 million, which was allocated between debt and equity. As a result, the Company recognized $0.4 million as Debt Issuance Costs to be amortized over the expected redemption period, and $0.1 million recognized as a reduction to Additional Paid in Capital. Net proceeds from the sale are being used to fund ongoing operations until the Company's portion of project financing is obtained.

The Notes bear interest at a rate of 10.0% per annum, payable in cash quarterly in arrears on each March 31, June 30, September 30, and December 31. The Notes mature on December 26, 2019 unless earlier redeemed, repurchased or converted. The Company may redeem the Notes for cash, either in whole or in part, at any time, in exchange for the sum of (i) a cash payment equal to the unpaid principal plus all accrued but unpaid interest through the date of redemption and (ii) the present value of the remaining scheduled interest payments discounted to the maturity date at the annual percentage yield on U.S. Treasury securities with maturity similar to the notes plus 25 basis points (the "Optional Redemption"). The Notes are mandatorily redeemable at par plus the present value of remaining coupons upon (i) the availability of cash from a financing for Mt. Hope and (ii) any other debt financing by the Company. In addition, 50% of any proceeds from the sale of assets cumulatively exceeding $250,000 will be used to prepay the Convertible Notes at par plus the present value of remaining coupons (the "Mandatory Redemption").

The Notes are convertible at any time in an amount equal to 80% of the greater of (i) the average VWAP for the 30 Business Day period ending on the Business Day prior to the date of the conversion, or (ii) the average VWAP for the 30 Business Day period ending on the original issuance date of the note. Each Note will convert into a maximum of 100 shares per note, resulting in the issuance of 8,535,000 shares, or 9.3% of shares outstanding as of December 31, 2014 (the "Conversion Option"). General Moly's executive management team and board of directors who participate in the offering will be restricted from converting at a price less than $0.32, the most recent closing price at the time that the Notes were issued.

If the Company undergoes a "fundamental change", the Notes will be redeemed for cash at a repurchase price equal to 100% of the principal amount of the Notes to be repurchased plus accrued and unpaid interest, including contingent interest and additional amounts, if any. Examples of a "fundamental change" include the reclassification of the common stock, consolidation or merger of the Company with another entity or sale of all or substantially all of the Company's assets.

During the year ended December 31, 2015, certain holders of the Convertible Notes, including both directors and named executive officers of the Company, elected to convert notes totaling $2.6 million, reducing the principal balance of the Convertible Notes to $5.9 million. Upon conversion, the Convertible Notes holders received 2,625,000 shares of common stock, at conversion prices ranging from $0.3462 to $0.5485, and were issued non-convertible Senior Promissory Notes ("Promissory Notes") of $1.3 million, pursuant to the terms of the share maximum provision of the Conversion Option. The Promissory Notes have identical terms to the Convertible Notes, with the exception that the holder no longer has a Conversion Option. Accordingly, the Promissory Notes bear interest equal to 10.0% per annum, payable in cash quarterly in arrears on each March 31, June 30, September 30, and December 31 and mature on December 26, 2019. The conversions resulted in a $0.2 million annual reduction in interest payments made by the Company in the servicing of the Notes.

Based on the redemption and conversion features discussed above, the Company determined that there were embedded derivatives that require bifurcation from the debt instrument and accounted for under ASC 815. Embedded derivatives are separated from the host contract, the Convertible Notes, and carried at fair value when: (a) the embedded derivative possesses economic characteristics that are not clearly and closely related to the economic characteristics of the host contract; and (b) a separate, stand-alone instrument with the same terms would qualify as a derivative instrument. The Company has concluded that the Mandatory Redemption and Conversion Option features embedded within the Convertible Notes meet these criteria and, as such, must be valued separate and apart from the Convertible Notes as one embedded derivative and recorded at fair value each reporting period (the "Embedded Derivatives").

A probability-weighted calculation was utilized to estimate the fair value of the Mandatory Redemption.

The Company used a binomial lattice model in order to estimate the fair value of the Conversion Option in the Notes. A binomial lattice model generates two probable outcomes, arising at each point in time, starting from the date of valuation until the maturity date. A lattice was initially used to determine if the Notes would be converted or held at each decision point. Within the lattice model, the Company assumes that the Notes will be converted early if the conversion value is greater than the holding value.

As of March 31, 2017 and December 31, 2016, respectively, the carrying value of the Convertible Notes, absent the embedded derivatives, was $5.6 million and $5.5 million inclusive of an unamortized debt discount of $0.3 million and $0.4 million, all of which is considered long term debt. The fair value of the Convertible Notes was $7.0 million and $7.1 million at March 31, 2017 and December 31, 2016, respectively. As of March 31, 2017, the carrying value of the Promissory Notes was $1.3 million. The fair value of the Promissory Notes was $1.0 million at March 31, 2017.

The embedded derivatives recorded in Convertible Notes at fair value were $0.2 million and $0.1 million at March 31, 2017 and December 31, 2016, respectively. The changes in the estimated fair value of the embedded derivatives during the three months ended March 31, 2017 resulted in a net gain of approximately $43,000. Gain or loss on embedded derivatives is recognized as Interest Expense in the Statement of Operations.

The Company has estimated the fair value of the Convertible Senior Notes and embedded derivatives based on Level 3 inputs. Changes in certain inputs into the valuation models can have a significant impact on changes in the estimated fair value. For example, the estimated fair value of the embedded derivatives will generally decrease with: (1) a decline in the stock price; (2) increases in the estimated stock volatility; and (3) an increase in the estimated credit spread.

The following inputs were utilized to measure the fair value of the embedded derivatives: (i) price of the Company's common stock; (ii) Conversion Rate (as defined in the Note); (iii) Conversion Price (as defined in the Notes); (iv) maturity date; (v) risk-free interest rate; (vi) estimated stock volatility; (vii) estimated credit spread for the Company; (viii) default intensity; and (ix) recovery rate.

The following tables set forth the inputs to the models that were used to value the embedded derivatives:

	March 31, 2017	December 31, 2016
Stock Price	$ 0.50	$ 0.25
Maturity Date	December 31, 2019	December 31, 2019
Risk-Free Interest Rate	1.44%	1.47%
Estimated Stock Volatility	40.00%	40.00%
Default Intensity	2.00%	2.00%
Recovery Rate	30.00%	30.00%

Type of Event	Expected Date	Probability of Event
Mandatory Redemption	October 17, 2018	80%
Conversion Option	March 31, 2019	10%
Note Reaches Maturity	December 31, 2019	10%

NOTE 7 — COMMON STOCK UNITS, COMMON STOCK AND COMMON STOCK WARRANTS

During the three months ended March 31, 2017, we issued 556,590 shares of common stock pursuant to stock awards under the 2006 Equity Incentive Plan.

During the year ended December 31, 2016, 1,312,894 shares of common stock were issued pursuant to stock awards under the 2006 Equity Incentive Plan.

On December 26, 2014, the Company issued 8.5 million warrants in connection with the private placement of its Convertible Senior Promissory Notes described in Note 6 at a price of $1.00 per share and having a relative fair value of $0.8 million. In addition, the $0.8 million value placed on the warrants was considered a debt discount and is being amortized over the expected redemption period.

On November 24, 2015, the Company issued 80.0 million warrants to AMER in connection with the closing of the amended Investment Agreement at a price of $0.50 per share and a relative fair value of $0.5 million, resulting in an entry to additional paid-in capital.

Of the warrants outstanding at March 31, 2017, 8.5 million are exercisable at $1.00 per share at any time through their expiration on December 26, 2019, 1.0 million are exercisable at $5.00 per share once General Moly has received financing necessary for the commencement of commercial production at the Mt. Hope Project and will expire one year thereafter, and the 80.0 million AMER Warrants were scheduled to become exercisable upon availability of the Bank Loan, should such availability occur prior to April 17, 2017, the second anniversary of the AMER Investment Agreement, as described in Note 1 above, and would expire five years thereafter. As the Bank Loan was not available on this date, on April 17, 2017, the Company and AMER entered into a First Amendment (the “Amendment”) to the AMER warrants. The Amendment extends the deadline two months for satisfaction of all conditions to the vesting of the warrants from April 17, 2017 to June 17, 2017. The Company and AMER agreed on a short extension of the expiration of the warrants while they discuss a longer-term modification of the other agreements between the parties, supportive of their existing strategic partnership.

Pursuant to our amended Certificate of Incorporation, approved by the stockholders at the general meeting of June 30, 2015, we are authorized to issue 650.0 million shares of $0.001 par value common stock. All shares have equal voting rights, are non-assessable and have one vote per share. Voting rights are not cumulative and therefore, the holders of more than 50% of the common stock could, if they choose to do so, elect all of the directors of the Company. The Certificate of Amendment was filed in Delaware on July 14, 2015.

NOTE 8 — PREFERRED STOCK

Pursuant to our Certificate of Incorporation we are authorized to issue 10,000,000 shares of $0.001 per share par value preferred stock. The authorized but unissued shares of preferred stock may be issued in designated series from time to time by one or more resolutions adopted by the Board. The Board has the authority to determine the preferences, limitations and relative rights

of each series of preferred stock. At March 31, 2017, and December 31, 2016, no shares of preferred stock were issued or outstanding.

NOTE 9 — EQUITY INCENTIVES

In 2006, the Board and shareholders of the Company approved the 2006 Equity Incentive Plan ("2006 Plan"), and in May 2010, our shareholders approved an amendment and restatement of the 2006 Plan increasing the number of shares that may be issued under the plan by 4,500,000 shares to 9,600,000 shares. In June 2016, our shareholders approved an additional amendment to the 2006 Plan increasing the number of shares that may be issued under the plan by 5,000,000 shares to 14,600,000 shares. The 2006 Plan authorizes the Board, or a committee of the Board, to issue or transfer up to an aggregate of 14,600,000 shares of common stock, of which 4,832,600 remain available for issuance as of March 31, 2017. Awards under the 2006 Plan may include incentive stock options, non-statutory stock options, restricted stock units, restricted stock awards, and stock appreciation rights ("SARs"). At the option of the Board, SARs may be settled with cash, shares, or a combination of cash and shares. The Company settles the exercise of other stock-based compensation with newly issued common shares.

Stock-based compensation cost is estimated at the grant date based on the award's fair value as calculated by the Black-Scholes option pricing model and is recognized as compensation ratably on a straight-line basis over the requisite vesting/service period. As of March 31, 2017, there was $1.0 million of total unrecognized compensation cost related to share-based compensation arrangements, which is expected to be recognized over a weighted-average period of 1.9 years.

Stock Options and Stock Appreciation Rights

All stock options and SARs are approved by the Board prior to or on the date of grant. Stock options and SARs are granted at an exercise price equal to or greater than the Company's closing stock price on the date of grant. Both award types vest over a period of zero to three years with a contractual term of five years after vesting. The Company estimates the fair value of stock options and SARs using the Black-Scholes valuation model. Key inputs and assumptions used to estimate the fair value of stock options and SARs include the grant price of the award, expected option term, volatility of the Company's stock, the risk-free rate and the Company's dividend yield.

At March 31, 2017, the aggregate intrinsic value of outstanding and exercisable (fully vested) SARs was nil and had a weighted-average remaining contractual term of 2.3 years. No SARs were exercised during the three months ended March 31, 2017.

Restricted Stock Units and Stock Awards

Grants of restricted stock units and stock awards ("Stock Awards") have been granted as performance based, earned over a required service period, or to Board members and the Company Secretary without any service requirement. Performance based grants are recognized as compensation based on the probable outcome of achieving the performance condition. Stock Awards issued to members of the Board of Directors and the Company Secretary that are fully vested at the time of issue are recognized as compensation upon grant of the award.

The compensation expense recognized by the Company for Stock Awards is based on the closing market price of the Company's common stock on the date of grant. For the three months ended March 31, 2017, the weighted-average grant date fair value for Stock Awards was $0.29. The total fair value of stock awards vested during the three months ended March 31, 2017 is $0.2 million.

Summary of Equity Incentive Awards

The following table summarizes activity under the Plans during the three months ended March 31, 2017:

	SARs		Stock Awards	
	Weighted Average Strike Price	Number of Shares Under Option	Weighted Average Grant Price	Number of Shares
Balance at January 1, 2017	$ 3.05	1,269,101	$ 2.16	1,105,435
Awards Granted	—	—	0.29	1,435,000
Awards Exercised or Earned	—	—	0.38	(755,000)
Awards Forfeited	—	—	—	—
Awards Expired	0.82	(93,334)	—	—
Balance at March 31, 2017	3.23	1,175,767	1.49	1,785,435
Exercisable at March 31, 2017	3.10	131,411		

A summary of the status of the non-vested awards as of March 31, 2017 and changes during the three months there ended is presented below:

	SARs		Stock Awards	
	Weighted Average Fair Value	Number of Shares Under Option	Weighted Average Fair Value	Number of Shares
Balance at January 1, 2017	$ 3.24	1,044,356	$ 2.16	1,105,435
Awards Granted	—	—	0.29	1,435,000
Awards Vested or Earned	—	—	0.38	(755,000)
Awards Forfeited	—	—	—	—
Balance at March 31, 2017	3.24	1,044,356	1.49	1,785,435

NOTE 10 — CHANGES IN CONTINGENTLY REDEEMABLE NONCONTROLLING INTEREST AND EQUITY

	Activity for Three Months Ended	
Changes CRNCI (Dollars in thousands)	March 31, 2017	March 31, 2016
Total CRNCI December 31, 2016 and 2015, respectively	$ 172,659	$ 173,265
Net Loss Attributable to CRNCI	(10)	(4)
Total CRNCI December 31, 2017 and 2016, respectively	$ 172,649	$ 173,261

Changes in Equity	Activity for Three Months Ended March 31, 2017	March 31, 2016
Common stock:		
At beginning of period	111	109
Stock Awards	—	2
At end of period	111	111
Additional paid-in capital:		
At beginning of period	281,900	282,633
Restricted stock net share settlement	(43)	(60)
Stock based compensation	150	159
At end of period	282,007	282,732
Accumulated deficit:		
At beginning of period	(172,337)	(165,340)
Consolidated net loss	(1,923)	(2,154)
At end of period	(174,260)	(167,494)
Total Equity March 31, 2017, and 2016, respectively	$ 107,858	$ 115,349

NOTE 11 — INCOME TAXES

At March 31, 2017 and December 31, 2016 we had deferred tax assets principally arising from the net operating loss carry-forwards for income tax purposes multiplied by an expected rate of 35%. As management of the Company cannot determine that it is more likely than not that we will realize the benefit of the deferred tax assets, a valuation allowance equal to the net deferred tax asset has been established at March 31, 2017 and December 31, 2016.

As of March 31, 2017 and December 31, 2016, the Company had no unrecognized tax benefits. There was no change in the amount of unrecognized tax benefits as a result of tax positions taken during the year or in prior periods or due to settlements with taxing authorities or lapses of applicable statues of limitations.

The Company and/or its subsidiaries file income tax returns in the U.S. federal jurisdiction, and various state jurisdictions. The Company is no longer subject to U.S. Federal, state and local income tax examinations by tax authorities for years before 2013. The Company is open to federal and state tax audits until the applicable statutes of limitations expire.

NOTE 12 — COMMITMENTS AND CONTINGENCIES

Mt. Hope Project

The Mt. Hope Project is owned/leased and will be operated by the LLC under the LLC Agreement. The LLC currently has a lease ("Mt. Hope Lease") with Mount Hope Mines, Inc. ("MHMI") for a period of 30 years from October 19, 2005 and for so long thereafter as operations are being conducted on the property. The lease may be terminated earlier at the election of the LLC, or upon a material breach of the agreement and failure to cure such breach. If the LLC terminates the lease, termination is effective 30 days after receipt by MHMI of written notice to terminate the Mt. Hope Lease and no further payments would be due to MHMI. If MHMI terminates the lease, termination is effective upon receipt of a notice of termination due to a material breach, representation, warranty, covenant or term contained in the Mt. Hope Lease and followed by failure to cure such breach within 90 days of receipt of a notice of default. MHMI may also elect to terminate the Mt. Hope Lease if the LLC has not cured the non-payment of obligations under the lease within 10 days of receipt of a notice of default. In order to maintain the Lease Agreement, the LLC must pay certain minimum advance royalties as discussed below.

The Mt. Hope Lease requires a royalty advance ("Construction Royalty Advance") of 3% of certain construction capital costs, as defined in the Mt. Hope Lease. The LLC is obligated to pay a portion of the Construction Royalty Advance each time capital is raised for the Mt. Hope Project based on 3% of the expected capital to be used for those certain construction capital costs defined in the Mt. Hope Lease. Through March 31, 2017, we have paid $24.6 million of the total royalty advance. Based on our Mt. Hope Project capital budget we estimate that a final reconciliation payment on the Capital Construction Cost Estimate (the "Estimate") will be due following the commencement of commercial production, after as-built costs are definitively determined.

The Company estimates, based on the revised capital estimate discussed above and the current timeline for the commencement of commercial production, that an additional $4.2 million will be due approximately 20 — 24 months after the commencement of construction. This amount was accrued as of March 31, 2017. The capital estimates may be subject to escalation in the event the Company experiences continued delays in achieving full financing for the Mt. Hope Project.

The LLC is also obligated to make a minimum annual advance royalty payment ("Annual Advance Royalty") of $0.5 million each October 19 for any year wherein commercial production has not been achieved or the MHMI Production Royalty (as hereinafter defined) is less than $0.5 million. As commercial production is not anticipated to commence before late-2019, the Company has accrued $1.5 million in Annual Advance Royalty payments which will be due in three $0.5 million installments in October 2017, 2018, and 2019, respectively. The Estimate and the Annual Advance Royalty are collectively referred to as the "Advance Royalties." All Advance Royalties are credited against the MHMI Production Royalties once the mine has achieved commercial production. After the mine begins production, the LLC estimates that the MHMI Production Royalties will be in excess of the Annual Advance Royalties for the life of the Mt. Hope Project. Until the advance royalties are fully credited, the LLC will pay one half of the calculated Production Royalty annually. Assuming a $12 molybdenum price, the Annual Advance Royalties will be consumed within the first five years of commercial production.

Deposits on project property, plant and equipment

As discussed in Note 2, the LLC has active orders with varying stages of fabrication on milling process equipment comprised of two 230kV primary transformers and substation, a primary crusher, a semi-autogenous mill, two ball mills, and various motors for the mills with remaining cash commitments of $2.2 million due on these orders.

Equipment and Supply Procurement

Through March 31, 2017, the LLC has made deposits and/or final payments of $87.4 million on equipment orders and has spent approximately $199.0 million for the development of the Mt. Hope Project, for a total Mt. Hope Project inception-to-date spend of $286.4 million.

In 2012, the LLC issued a firm purchase order for eighteen haul trucks. The order provides for delivery of those haul trucks required to perform initial mine development, which will begin several months prior to commercial production. Non-refundable down-payments of $1.2 million were made in 2012, with pricing subject to escalation as the trucks were not delivered prior to December 31, 2013. Since that time, the LLC has renegotiated the timelines for truck delivery and delayed deliveries into December 2017. The contract is cancellable with no further liability to the LLC.

Also in 2012, the LLC issued a firm purchase order for four mine production drills with a non-refundable down-payment of $0.4 million, and pricing was subject to escalation if the drills were not delivered by the end of 2013. Since that time, the LLC accepted a change order which delayed delivery into December 2017. The contract remains cancellable with no further liability to the LLC.

On June 30, 2012, the LLC's contract to purchase two electric shovels expired. On July 11, 2012, we signed a letter of intent with the same vendor providing for the opportunity to purchase the electric shovels at prices consistent with the expired contract, less a special discount in the amount of $3.4 million to provide credit to the LLC for amounts paid as deposits under the expired contract. The letter of intent provides that equipment pricing will remain subject to inflation indexes and guarantees production slots to ensure that the equipment is available when required by the LLC. Since that time, the parties agreed to extend the letter of intent through December 31, 2018.

Obligations under capital and operating leases

We have contractual operating leases that will require a total of $62,000 in payments over the next three years. Operating leases consist primarily of rents on office facilities and office equipment. Our expected payments are $62,000, nil, and nil for the years ended December 31, 2017, 2018, and 2019, respectively.

Creation of Agricultural Sustainability Trust

On August 19, 2010, the LLC entered into an agreement with the Eureka Producers' Cooperative ("EPC") whereby the LLC will fund a $4.0 million Sustainability Trust ("Trust") in exchange for the cooperation of the EPC with respect to the LLC's water rights and permitting of the Mt. Hope Project. The Trust will be tasked with developing and implementing programs that

will serve to enhance the sustainability and well-being of the agricultural economy in the Diamond Valley Hydrographic Basin through reduced water consumption.

The Trust may be funded by the LLC over several years based on the achievement of certain milestones, which are considered probable, and as such $4.0 million has been accrued in the Company's financial statements and is included in mining properties, land, and water rights.

Permitting Considerations

In the ordinary course of business, mining companies are required to seek governmental permits for expansion of existing operations or for the commencement of new operations. The LLC was required to obtain approval, in the form of a Record of Decision ("ROD"), from the BLM to implement the Mt. Hope Project Plan of Operations ("PoO"). The LLC was also required to obtain various state and federal permits including, but not limited to, water protection, air quality, water rights and reclamation permits. In addition to requiring permits for the development of the Mt. Hope Project, we will need to obtain and modify various mining and environmental permits during the life of the Mt. Hope Project. Maintaining, modifying, and renewing the necessary governmental permits is a complex and time-consuming process involving numerous jurisdictions and often involving public hearings and substantial expenditures. The duration and success of the LLC's efforts to obtain, modify or renew permits will be contingent upon many variables, some of which are not within the LLC's control. Increased costs or delays could occur, depending on the nature of the activity to be permitted and the interpretation of applicable requirements implemented by the permitting authority. All necessary permits may not be obtained and, if obtained, may not be renewed, or the costs involved in each case may exceed those that we previously estimated. In addition, it is possible that compliance with such permits may result in additional costs and delays.

On November 16, 2012, the BLM issued its ROD authorizing development of the Mt. Hope Project. On April 23, 2015, the BLM issued a Finding of No Significant Impact ("FONSI") supporting their Decision to approve an amendment to the PoO. The ROD and FONSI/Decision approve the PoO and amended PoO, respectively, for construction and operation of the mining and processing facilities and also grant the Right-of-Way, and amended Right-of-Way, respectively, for a 230kV power transmission line, discussed below. Monitoring and mitigation measures identified in the ROD and FONSI, developed in collaboration with the regulatory agencies involved throughout the permitting process, will avoid, minimize, and mitigate environmental impacts, and reflect the Company's commitment to be good stewards of the environment. Ongoing changes to permits and the PoO during the life of mining operations are typical as design evolves and operations are optimized.

On February 15, 2013, Great Basin Resource Watch and the Western Shoshone Defense Project ("Plaintiffs") filed a Complaint against the U.S. Department of the Interior and the BLM ("Defendants") in the U.S. District Court, District of Nevada, seeking relief under the National Environmental Policy Act ("NEPA") and other federal laws challenging the BLM's issuance of the ROD for the Mt. Hope Project, and on February 20, 2013 filed a Motion for Preliminary Injunction. The District Court allowed the LLC to intervene in the matter.

On August 22, 2013, the District Court denied, without prejudice, Plaintiffs' Motion for Preliminary Injunction based on a Joint Stipulation to Continue Preliminary Injunction Oral Argument, which advised the District Court that as a result of economic conditions, including the Company's ongoing financing efforts, all major ground disturbing activities had ceased at the Mt. Hope Project.

On July 23, 2014, the District Court denied Plaintiffs' motion for summary judgment in its entirety and on August 1, 2014 the Court entered judgment in favor of the Defendants and the LLC, and against Plaintiffs regarding all claims raised in the Complaint.

Thereafter, on September 22, 2014, the Plaintiffs filed their notice of appeal to the U.S. Court of Appeals for the Ninth Circuit ("Ninth Circuit") of the U.S. District Court's dismissal. Oral argument of the parties before the Ninth Circuit was completed on October 18, 2016. On December 28, 2016, the Ninth Circuit issued its Opinion rejecting many of the arguments raised by the Plaintiffs challenging the Environmental Impact Statement ("EIS") completed for the Mt. Hope Project, issuing a narrow reversal of the BLM's findings related to air quality analysis. Because of this technical deficiency, the Court vacated the ROD, and the BLM is conducting additional evaluation of air quality impacts and resulting cumulative impact analysis under the National Environmental Policy Act ("NEPA") through a supplemental EIS to address the concerns noted by the Ninth Circuit. The Company is confident in the BLM's process and working closely with the agency to resolve concerns with air quality baseline studies raised by the Ninth Circuit. To resolve the issues identified by the Ninth Circuit, BLM has determined that a Supplemental Environmental Impact Statement ("SEIS") will be prepared. The SEIS would disclose additional information to the public related

to the selection of appropriate background concentrations to use for dispersion modeling of air pollutants. Because the SEIS must be prepared in accordance with the NEPA guidelines, the SEIS process will include three publications in the Federal Register, each of which may take several weeks to process. The first of these publications is the Notice of Intent ("NOI") which declares the BLM's intent to prepare the SEIS. We anticipate that the NOI will be published in the Federal Register in May or June 2017, and look forward to completing the necessary public review to receive a new ROD for the eventual construction and operation of the Mt. Hope Project.

Environmental regulations related to reclamation require that the cost for a third party contractor to perform reclamation activities on the minesite be estimated. In October 2015, we submitted a request to the BLM to reduce our reclamation liability to current surface disturbance. Simultaneously, we submitted an application to NDEP-BMRR to modify the Reclamation Permit to reflect this reduced reclamation liability. On October 26, 2015, NDEP-BMRR approved the proposed permit modification, including the reduced reclamation liability amount. On December 21, 2015, BLM approved the updated reclamation liability estimate, reducing of the reclamation liability to approximately $2.8 million. We worked with the LLC's reclamation surety underwriters to satisfy the reduced $2.8 million financial guarantee requirements under the approved amended PoO for the Mt. Hope Project. As of March 31, 2017, the surety bond program is funded with a cash collateral payment of $0.3 million.

Water Rights Considerations

In July 2011 and June 2012, respectively, the Nevada State Engineer ("State Engineer") granted all water permits and approved a Monitoring, Management and Mitigation Plan ("3M Plan") for the Mt. Hope Project. Eureka County, Nevada and two other parties comprised of water rights holders in Diamond Valley and Kobeh Valley appealed the State Engineer's decision granting the water permits to the Nevada State District Court ("District Court") and then filed a further appeal to the Nevada Supreme Court challenging the District Court's decision affirming the State Engineer's decision to grant the water permits. In June 2013, the appeal was consolidated by the Nevada Supreme Court with an appeal of the State Engineer's approval of the 3M Plan filed by two water rights holders. The District Court previously upheld the State Engineer's approval of the 3M Plan and the two parties subsequently appealed the District Court's decision to the Nevada Supreme Court. While the appeals were pending, the 3M Plan had been implemented to collect information on background conditions and aquifer responses to the Mt. Hope Project's pumping, as well as to address mitigation measures for impacted third-party water rights.

On September 18, 2015, the Nevada Supreme Court issued an Order that reversed and remanded the cases to the District Court for further proceedings consistent with the Order. On October 29, 2015, the Nevada Supreme Court issued the Order as a published Opinion. The Nevada Supreme Court ruled that the State Engineer did not have sufficient evidence in the record at the time he granted the water permits to demonstrate that successful mitigation may be undertaken so as to dispel the threat to existing water rights holders.

On November 23, 2015, the Nevada Supreme Court issued its Remittitur to the District Court for the County of Eureka for further proceedings consistent with its Opinion. On March 14, 2016, we received the District Court's Order vacating the 3M Plan, denying the applications and vacating the permits issued by the State Engineer. The Company filed a Motion to Alter or Amend Judgment with the District Court, requesting the District Court amend its Order and remand the water permits and 3M Plan to the State Engineer to allow further proceedings to address the mitigation issues raised by the Nevada Supreme Court. The District Court denied the Motion on June 1, 2016. The State Engineer has filed an appeal to the Nevada Supreme Court concerning the District Court's interpretation of the Supreme Court's Opinion and has also argued that the District Court acted in excess of its judicial authority in violation of Nevada's Constitution and Statutes. The Company has filed a similar appeal to the Nevada Supreme Court. The Nevada Supreme Court has ordered Oral Argument to occur on May 1, 2017.

Notwithstanding the pendency of the appeal to the Nevada Supreme Court, the Company is working, as expeditiously as possible, to reobtain its water permits with the new change applications that it has filed with the State Engineer, following the Nevada Supreme Court's September Order. On August 23, 2016, Eureka County filed a Writ of Prohibition or Mandamus to the Nevada Supreme Court seeking the Supreme Court's intervention to stop further action by the State Engineer while the appeal discussed above of the District Court Order is pending. As ordered by the Supreme Court, answers and responses to the Writ were filed by October 21, 2016. The State Engineer has stopped any action on our applications pending an outcome of the Writ from the Supreme Court. Along with the State Engineer, we oppose the basis for filing the Writ, and believe the State Engineer can proceed with the review of our applications notwithstanding the appeal to the Supreme Court of the District Court Order. In the interim, we are continuing to advocate the authority of the State Engineer to act on our applications. In hearings to be held before the State Engineer, the Company will provide additional evidence of its ability to successfully mitigate any potential impacts to water rights in Kobeh Valley that could result from the Mt. Hope Project's new change applications for water use.

Environmental Considerations

Our mineral property holdings in Shoshone County, Idaho include lands contained in mining districts that have been designated as a "Superfund Site" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act. This "Superfund Site" was established to investigate and remediate primarily the Bunker Hill properties of Smelterville, Idaho, a small portion of Shoshone County where a large smelter was located. However, because of the extent of environmental impact caused by the historical mining in the mining district, the Superfund Site covers the majority of Shoshone County including our Chicago-London and Little Pine Creek properties as well as many small towns located in Northern Idaho. We have conducted a property environmental investigation of these properties, which revealed no evidence of material adverse environmental effects at either property. We are unaware of any pending action or proceeding relating to any regulatory matters that would affect our financial position due to these inactive mining claims in Shoshone County.

NOTE 13 — SUBSEQUENT EVENTS

On April 12, 2017, the Company filed a new Registration Statement on Form S-3, as the prior Registration Statement had expired in January 2017. With the Form S-3 Registration Statement, the Company filed a Prospectus announcing that the Company entered into an At the Market Offering Agreement, with Rodman & Renshaw, a unit of H.C. Wainwright & Co., LLC, relating to the potential offer and sales of shares from time to time in an "at-the-market" equity offerings. Tthe Registration Statement was deemed effective by the SEC on April 26, 2017.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

References made in this Quarterly Report on Form 10-Q to "we," "our," "us," or the "Company," refer to General Moly, Inc.

The following discussion and analysis of our financial condition and results of operations constitutes management's review of the factors that affected our financial and operating performance for the three months ended March 31, 2017, and 2016. This discussion should be read in conjunction with the consolidated financial statements and notes thereto contained elsewhere in this report and in our Annual Report on Form 10-K for the year ended December 31, 2016, which was filed on March 16, 2017.

We routinely post important information about us on our Company website. Our website address is www.generalmoly.com. We do not incorporate the information on our website into this document and you should not consider any information on, or that can be accessed through, our website as part of this document.

Overview

We began the development of the Mt. Hope Project on October 4, 2007. During the year ended December 31, 2008 we also completed work on a pre-feasibility study of our Liberty Project, which we updated during 2014.

Project Ownership

From October 2005 to January 2008, we owned the rights to 100% of the Mt. Hope Project. Effective as of January 1, 2008, we contributed all of our interest in the assets related to the Mt. Hope Project, including our lease of the Mt. Hope Project, into Eureka Moly, LLC ("the LLC"), and in February 2008 entered into an agreement ("LLC Agreement") for the development and operation of the Mt. Hope Project with POS-Minerals Corporation ("POS-Minerals") an affiliate of POSCO, a public company based in the Republic of Korea and one of the world's largest producers of steel. Under the LLC Agreement, POS-Minerals owns a 20% interest in the LLC and General Moly, through Nevada Moly, LLC ("Nevada Moly"), a wholly-owned subsidiary, owns an 80% interest. In this report, POS-Minerals and Nevada Moly are also referred to as the "members." The ownership interests and/or required capital contributions under the LLC Agreement can change as discussed below.

Pursuant to the terms of the LLC Agreement, POS-Minerals made its first and second capital contributions to the LLC totaling $100.0 million during the year ended December 31, 2008 ("Initial Contributions"). Additional amounts of $100.7 million were received from POS-Minerals in December 2012, following receipt of major operating permits for the Mt. Hope Project, including the Record of Decision ("ROD") from the U.S. Bureau of Land Management ("BLM").

In addition, under the terms of the original LLC Agreement, since commercial production at the Mt. Hope Project was not achieved by December 31, 2011, the LLC will be required to return to POS-Minerals $36.0 million, since reduced to $33.6 million

as discussed below, of its capital contributions ("Return of Contributions"), with no corresponding reduction in POS-Minerals' ownership percentage. Effective January 1, 2015, as part of a comprehensive agreement concerning the release of the reserve account described below, Nevada Moly and POS-Minerals agreed that the Return of Contributions will be due to POS-Minerals on December 31, 2020; provided that, at any time on or before November 30, 2020, Nevada Moly and POS-Minerals may agree in writing to extend the due date to December 31, 2021; and if the due date has been so extended, at any time on or before November 30, 2021, Nevada Moly and POS-Minerals may agree in writing to extend the due date to December 31, 2022. If the repayment date is extended, the unpaid amount will bear interest at a rate per annum of LIBOR plus 5%, which interest shall compound quarterly, commencing on December 31, 2020 through the date of payment in full. Payments of accrued but unpaid interest, if any, shall be made on the repayment date. Nevada Moly may elect, on behalf of the Company, to cause the Company to prepay, in whole or in part, the Return of Contributions at any time, without premium or penalty, along with accrued and unpaid interest, if any.

The original Return of Contribution amount of $36.0 million due to POS-Minerals is reduced, dollar for dollar, by the amount of capital contributions for equipment payments required from POS-Minerals under approved budgets of the LLC, as discussed further below. As of March 31, 2017, this amount has been reduced by $2.4 million, consisting of 20% of an $8.4 million principal payment made on milling equipment in March 2015, a $2.2 million principal payment made on electrical transformers in April 2015, and a $1.2 million principal payment made on milling equipment in April 2016, such that the remaining amount due to POS-Minerals is $33.6 million. If Nevada Moly does not fund its additional capital contribution in order for the LLC to make the required Return of Contributions to POS-Minerals set forth above, POS-Minerals has an election to either make a secured loan to the LLC to fund the Return of Contributions, or receive an additional interest in the LLC estimated to be 5%. In the latter case, Nevada Moly's interest in the LLC is subject to dilution by a percentage equal to the ratio of 1.5 times the amount of the unpaid Return of Contributions over the aggregate amount of deemed capital contributions (as determined under the LLC Agreement) of both parties to the LLC ("Dilution Formula"). At March 31, 2017, the aggregate amount of deemed capital contributions of both parties was $1,082.9 million.

Furthermore, the LLC Agreement authorizes POS-Minerals to put/sell its interest in the LLC to Nevada Moly after a change of control of Nevada Moly or the Company, as defined in the LLC Agreement, followed by a failure by us or our successor company to use standard mining industry practice in connection with the development and operation of the Mt. Hope Project as contemplated by the parties for a period of twelve (12) consecutive months. If POS-Minerals exercises its option to put or sell its interest, Nevada Moly or its transferee or surviving entity would be required to purchase the interest for 120% of POS-Minerals' total contributions to the LLC, which, if not paid timely, would be subject to 10% interest per annum.

In November 2012, the Company and POS-Minerals began making monthly pro rata capital contributions to the LLC to fund costs incurred as required by the LLC Agreement. The interest of a party in the LLC that does not make its monthly pro rata capital contributions to fund costs incurred is subject to dilution based on the Dilution Formula. The Company and POS-Minerals consented, effective July 1, 2013, to Nevada Moly accepting financial responsibility for POS-Minerals' 20% interest in costs related to Nevada Moly's compensation and reimbursement as Manager of the LLC, and certain owners' costs associated with Nevada Moly's ongoing progress to complete project financing for its 80% interest, resulting in $2.9 million paid by Nevada Moly on behalf of POS-Minerals during the term of the consensual agreement, which ended on June 30, 2014. From July 1, 2014 to December 31, 2014, POS-Minerals once again contributed its 20% interest in all costs incurred by the LLC. Subject to the terms above, all required monthly contributions have been made by both parties.

Effective January 1, 2015, Nevada Moly and POS-Minerals signed an amendment to the LLC Agreement under which a separate $36.0 million belonging to Nevada Moly, held by the LLC in a reserve account established in December 2012, is being released for the mutual benefit of both members related to the jointly approved Mt. Hope Project expenses through 2021. In January 2015, the reserve account funded a reimbursement of contributions made by the members during the fourth quarter of 2014, inclusive of $0.7 million to POS-Minerals and $2.7 million to Nevada Moly. The funds are now being used to pay ongoing expenses of the LLC until the Company obtains full financing for its portion of the Mt. Hope Project construction cost, or until the reserve account is exhausted. Any remaining funds after financing is obtained will be returned to the Company. The balance of the reserve account was $12.0 million and $13.0 million at March 31, 2017 and December 31, 2016, respectively.

Permitting Considerations

On September 22, 2014, Great Basin Resource Watch and the Western Shoshone Defense Project ("Plaintiffs") filed their notice of appeal to the U.S. Court of Appeals for the Ninth Circuit ("Ninth Circuit") of the U.S. District Court's dismissal of their desire to seek relief under the National Environmental Policy Act ("NEPA"). Oral argument of the parties before the Ninth Circuit was completed on October 18, 2016. On December 28, 2016, the Ninth Circuit issued its Opinion rejecting many of the arguments raised by the Plaintiffs challenging the Environmental Impact Statement ("EIS") completed for the Mt. Hope Project, issuing a

narrow reversal of the BLM's findings related to air quality analysis. Because of this technical deficiency, the Court vacated the ROD, and is requiring the BLM to conduct additional evaluation of air quality impacts and resulting cumulative impact analysis under the National Environmental Policy Act ("NEPA"). The Company is confident in the BLM's process and working closely with the agency to resolve concerns with air quality baseline studies raised by the Ninth Circuit, and looks forward to completing the necessary public review to receive a new ROD for the eventual construction and operation of the Mt. Hope Project. See *"Permitting Considerations"* in Part I above for a full historical description of the legal proceedings.

To resolve the issues identified by the Ninth Circuit, BLM has determined that a Supplemental Environmental Impact Statement (SEIS) will be prepared. The SEIS would disclose additional information to the public related to the selection of appropriate background concentrations to use for dispersion modeling of air pollutants. Because the SEIS must be prepared in accordance with the National Environmental Policy Act (NEPA) guidelines, the SEIS process will include three publications in the Federal Register, each of which may take several weeks to process. The first of these publications is the Notice of Intent (NOI) which declares the BLM's intent to prepare the SEIS. We anticipate that the NOI will be published in the Federal Register in May or June, 2017, and look forward to completing the necessary public review to receive a new ROD for the eventual construction and operation of the Mt. Hope Project.

Environmental regulations related to reclamation require that the cost for a third-party contractor to perform reclamation activities on the minesite be estimated. The original $75.1 million reclamation cost estimate was the basis for the required financial guarantee amount, and represents the reclamation obligation for the first phase (approximately equivalent to the first 3 years) of operations. The LLC was required to post a financial instrument held by the BLM to provide a guarantee that this amount will be available to BLM and NDEP for use in conducting reclamation should the LLC become insolvent or default on our reclamation obligations. In October 2015, we submitted a request to the BLM to reduce our reclamation liability to current surface disturbance. Simultaneously, we submitted an application to NDEP-BMRR to modify the Reclamation permit to reflect this reduced reclamation liability. On October 26, 2015, NDEP-BMRR approved the proposed permit modification, including the reduced reclamation liability amount. On December 21, 2015, BLM approved the updated reclamation liability estimate, reducing the reclamation liability to approximately $2.8 million. We worked with the LLC's reclamation surety underwriters to satisfy the reduced $2.8 million financial guarantee requirements for the Mt. Hope Project. As of December 31, 2016, the surety bond program is funded with a cash collateral payment of $0.3 million, a reduction from the $4.6 million established in November 2014, resulting in a $4.3 million net return of collateral received by the LLC in February 2016.

On January 2, 2013, the Public Utilities Commission of Nevada ("PUCN") issued the LLC a permit to construct a 230kV power line that interconnects with Nevada Energy's transmission system at the existing Machacek Substation located near the town of Eureka, Nevada and extend it approximately 25 miles to the planned Mt. Hope Substation. In addition, the BLM approved the LLC's surety bonds of $1.3 million for reclamation of disturbance associated with construction of the 230kV power transmission line. As construction activities were halted and there has been no ground disturbance associated with the 230kV powerline, the Company requested that the BLM defer the financial guarantee requirements for this permit on June 15, 2016. On June 29, 2016, the BLM agreed to release the bond supporting the financial guarantee until such time as construction is re-initiated.

The LLC initiated preliminary construction activities on the Mt. Hope Project in early January 2013 during a period in which market conditions were conducive to construction financing, including early wellfield development and clearing and grubbing of terrain. Completion of the wellfield and water distribution system is a key item necessary to begin major construction activities. Preliminary work also included clearing the open pit minesite, millsite, tailings dam and administrative office areas. All preliminary construction activity was halted in the spring of 2013 and remains suspended as a result of the current molybdenum market, which along with the October 2015 decision of the Nevada Supreme Court concerning our water rights and the recent decision of the Ninth Circuit which vacated the ROD, has affected our ability to obtain financing for construction of the Mt. Hope Project.

Water Rights Considerations

In July 2011 and June 2012, respectively, the Nevada State Engineer ("State Engineer") granted all water permits and approved a Monitoring, Management and Mitigation Plan ("3M Plan") for the Mt. Hope Project. Eureka County, Nevada and two other parties comprised of water rights holders in Diamond Valley and Kobeh Valley appealed the State Engineer's decision granting the water permits to the Nevada State District Court ("District Court") and then filed a further appeal to the Nevada Supreme Court challenging the District Court's decision affirming the State Engineer's decision to grant the water permits. In June 2013, the appeal was consolidated by the Nevada Supreme Court with an appeal of the State Engineer's approval of the 3M Plan filed by two water rights holders. The District Court previously upheld the State Engineer's approval of the 3M Plan and the two parties subsequently appealed the District Court's decision to the Nevada Supreme Court. While the appeals were pending, the 3M

Plan had been implemented to collect information on background conditions and aquifer responses to the Mt. Hope Project's pumping, as well as to address mitigation measures for impacted third-party water rights.

On September 18, 2015, the Nevada Supreme Court issued an Order that reversed and remanded the cases to the District Court for further proceedings consistent with the Order. On October 29, 2015, the Nevada Supreme Court issued the Order as a published Opinion. The Nevada Supreme Court ruled that the State Engineer did not have sufficient evidence in the record at the time he granted the water permits to demonstrate that successful mitigation may be undertaken so as to dispel the threat to existing water rights holders.

On November 23, 2015, the Nevada Supreme Court issued its Remittitur to the District Court for the County of Eureka for further proceedings consistent with its Opinion. On March 14, 2016, we received the District Court's Order vacating the 3M Plan, denying the applications and vacating the permits issued by the State Engineer. The Company filed a Motion to Alter or Amend Judgment with the District Court, requesting the District Court amend its Order and remand the water permits and 3M Plan to the State Engineer to allow further proceedings to address the mitigation issues raised by the Nevada Supreme Court. The District Court denied the Motion on June 1, 2016. The State Engineer has filed an appeal to the Nevada Supreme Court concerning the District Court's interpretation of the Supreme Court's Opinion and has also argued that the District Court acted in excess of its judicial authority in violation of Nevada's Constitution and Statutes. The Company has filed a similar appeal to the Nevada Supreme Court.

Notwithstanding the pendency of the appeal to the Nevada Supreme Court, the Company is working, as expeditiously as possible, to reobtain its water permits with the new change applications that it has filed with the State Engineer, following the Nevada Supreme Court's September Order. On August 23, 2016, Eureka County filed a Writ of Prohibition or Mandamus to the Nevada Supreme Court seeking the Supreme Court's intervention to stop further action by the State Engineer while the appeal discussed above of the District Court Order is pending. As ordered by the Supreme Court, answers and responses to the Writ were filed by October 21, 2016. The State Engineer has stopped any action on our applications pending an outcome of the Writ from the Supreme Court. Along with the State Engineer, we oppose the basis for filing the Writ, and believe the State Engineer can proceed with the review of our applications notwithstanding the appeal to the Supreme Court of the District Court Order. In the interim, we are continuing to advocate the authority of the State Engineer to act on our applications. In hearings to be held before the State Engineer, the Company will provide additional evidence of its ability to successfully mitigate any potential impacts to water rights in Kobeh Valley that could result from the Mt. Hope Project's new change applications for water use.

Capital & Operating Cost Estimates

The development of the Mt. Hope Project has a Project Capital Estimate of $1,312 million, which includes development costs of approximately $1,245 million and $67 million in cash financial guaranty/bonding requirements, advance royalty payments, and power pre-payment estimates. These capital costs were updated in the third quarter of 2012, and were then escalated by approximately 3% in the third quarter of 2013, for those items not yet procured or committed to by contract. The Mt. Hope Project has not materially changed in scope and remains currently designed at approximately 65% engineering completion, with solid scope definition. The pricing associated with this estimate remains subject to escalation associated with equipment, construction labor and commodity price increases, and project delays, which will continue to be reviewed periodically. The Project Capital Estimate does not include financing costs or amounts necessary to fund operating working capital and potential capital overruns, is subject to additional holding costs as financing activities for construction of the Mt. Hope Project are delayed, and may be subject to other escalation and de-escalation as contracts and purchase arrangements are finalized at then current pricing. From October 2007 through the quarter ended March 31, 2017, the LLC spent approximately $286.4 million of the estimated $1,312 million on development of the Mt. Hope Project.

The LLC's Project Operating Cost Estimate forecasts molybdenum production of approximately 41 million pounds per year for the first five years of operations at estimated average direct operating costs of $6.16 per pound based on a $8.00/lb reserve and $90 per barrel oil equivalent energy prices. The Costs Applicable to Sales ("CAS") per pound, including anticipated royalties calculated at a market price of $15 per pound molybdenum, are anticipated to average $6.84 per pound for the first 5 years. These cost estimates are based on 2013 constant dollars and are subject to cost inflation or deflation.

Equipment and Supply Procurement

Through March 31, 2017, the LLC has made deposits and/or final payments of $87.4 million on equipment orders.

In 2012, the LLC issued a firm purchase order for eighteen haul trucks. The order provides for delivery of those haul trucks required to perform initial mine development, which will begin several months prior to commercial production. Non-

refundable down-payments of $1.2 million were made in 2012, with pricing subject to escalation as the trucks were not delivered prior to December 31, 2013. Since that time, the LLC has renegotiated the timelines for truck delivery and delayed deliveries into December 2017. The contract is cancellable with no further liability to the LLC.

Also in 2012, the LLC issued a firm purchase order for four mine production drills with a non-refundable down-payment of $0.4 million, and pricing was subject to escalation if the drills were not delivered by the end of 2013. Since that time, the LLC renegotiated the contract to further delay delivery into December 2017. The contract remains cancellable with no further liability to the LLC.

On June 30, 2012, the LLC's contract to purchase two electric shovels expired. On July 11, 2012, we signed a letter of intent with the same vendor providing for the opportunity to purchase the electric shovels at prices consistent with the expired contract, less a special discount in the amount of $3.4 million to provide credit to the LLC for amounts paid as deposits under the expired contract. The letter of intent provides that equipment pricing will remain subject to inflation indexes and guarantees production slots to ensure that the equipment is available when required by the LLC. In January 2016, the parties agreed to extend the letter of intent through December 31, 2016 and since then have renegotiated the contract to further delay delivery into December 2018.

Molybdenum Market Update

The worldwide molybdenum price fluctuated between approximately $5.30 per pound in 2003 to over $40.00 per pound in 2005 and traded in the mid-$30s per pound prior to October 2008, when prices fell from approximately $33.50 per pound to $7.70 per pound in April 2009 as a result of the global financial crisis. Subsequent to April 2009, prices slowly rose finishing 2009 at $12.00 per pound and further increasing to finish 2010 at $16.40 per pound. By the end of 2011, prices had pulled back to $13.30 per pound, then decreased further to approximately $9.80 per pound at the conclusion of 2013, and fell further to approximately $9.10 per pound by the end of 2014. Beginning in September 2014, molybdenum prices experienced a sharp pullback reflecting softening spot market molybdenum demand and a strengthening U.S. dollar, amongst other factors. Weekly molybdenum prices trended downward during 2015 from a high of $9.60 per pound in January 2015 to a low of approximately $4.60 per pound in November 2015. The November 2015 low represented a retracement to a level last seen in 2003. The continued weak molybdenum market mirrored a general softening in commodities across the board.

During 2015, molybdenum demand remained weak as end-use industries of steel and energy were impacted by slowing global economies. The *CPM Group* noted that molybdenum supply from mine production decreased in 2015 and is expected to continue to contract in 2016, especially in primary molybdenum mine production. A slow price recovery since year end 2015 produced a range between $5.20 and $8.10 per pound during 2016. According to *CPM Group*, the current molybdenum price at the middle of April 2017 was $7.90 per pound, a 52% increase over the lowest price since January 2016. In March 2017, *CPM Group* forecast molybdenum prices would range between $6.60 and $12.75 per pound on an annual average basis through 2020, gradually increasing to $15.20 in 2025.

Outlook

In spite of the current low prices, we view the long-term outlook for our business positively, supported by limitations on supplies of molybdenum, the requirements for molybdenum in the steel industry, and a recovery in the oil and gas industry. World market prices for molybdenum and other commodities have fluctuated historically and are affected by numerous factors beyond our control. We believe the underlying long-term fundamentals of the molybdenum business remain positive, supported by the significant role of molybdenum in the steel industry and a challenging long-term supply environment attributable to difficulty in replacing output from both existing and high cost mines with new production sources. Future molybdenum prices are expected to be volatile and are likely to be influenced by demand from China and emerging markets, as well as economic activity in the U.S. and other industrialized countries, the timing of the development of new supplies of molybdenum, and production levels of mines and molybdenum milling.

Liquidity, Capital Resources and Capital Requirements

For the period from December 31, 2016 to March 31, 2017

Our total consolidated cash balance at March 31, 2017 was $7.1 million compared to $8.5 million at December 31, 2016, representing a decrease of $1.4 million due to a variety of cash inflows and outflows. Outflows included $0.7 million in development costs for the Mt. Hope Project, $0.1 million at the Liberty Project and $1.6 million in general and administrative costs,

offset by an inflow of funds released from the reserve account of $1.0 million. The majority of funds expended were used to advance the Mt. Hope Project.

The $36.0 million reserve account established in December of 2012, at the direction of the LLC management committee, was payable to Nevada Moly upon release, at which time the funds would have become available for use by the Company. Effective January 1, 2015, Nevada Moly and POS-Minerals signed an amendment to the LLC agreement under which $36.0 million owed to Nevada Moly and held by the LLC in the reserve account will be released over the next few years, but only for the mutual benefit of both members related to jointly approved Mt. Hope Project expenses as discussed above. The balance of the reserve account at March 31, 2017 was $12.0 million, compared to $13.0 million at December 31, 2016.

The cash needs for the development of the Mt. Hope Project are significant and require that we arrange for financing to be combined with funds anticipated to be received from POS-Minerals in order to retain its 20% membership interest. The Company estimates the go-forward capital required for the Mt. Hope Project, based on 65% completed engineering, to be approximately $1,026 million, of which the Company's 80% capital requirement is $821 million.

There is no assurance that the Company will be successful in obtaining the financing required to complete the Mt. Hope Project, or in raising additional financing in the future on terms acceptable to the Company, or at all.

Effective January 16, 2016, the Compensation Committee of the Board approved a new personnel retention program for officers and employees of the Company. The program included restricted stock unit ("RSU") grants for our executive officers who remain with the Company through the earliest to occur of a financing plan for the Mt. Hope Project approved by the Board, a Change of Control (as defined in the employment or change of control agreements between the Company and each of the named executive officers); involuntary termination (absent cause); or January 15, 2017. A similar program was approved effective January 15, 2017 ending January 16, 2018.

On April 12, 2017, the Company filed a new Registration Statement on Form S-3, as the prior Registration Statement had expired in January, 2017. With the Form S-3 Registration Statement, the Company filed a Prospectus announcing that the Company entered into an At the Market Offering Agreement, with Rodman & Renshaw, a unit of H.C. Wainwright & Co., LLC, relating to the potential offer and sales of shares from time to time in an "at-the-market" equity offering as needed to maintain liquidity. The Registration Statement was deemed effective by the SEC on April 26, 2017.

With our cash conservation plan, our Corporate and Liberty related cash requirements have declined to approximately $1.5 million per quarter, while all Mt. Hope Project related funding is payable out of the $36.0 million reserve account. Accordingly, based on our current cash on hand and our ongoing cash conservation plan, the Company expects it will have adequate liquidity in order to fund our working capital needs into the second quarter of 2018. Additional potential funding sources include public or private equity offerings, including closing or a negotiated acceleration of tranches 2 and 3 with respect to the remaining $16.0 million investment from AMER described in Note 1 to the consolidated financial statements contained elsewhere in this report, or sale of other assets owned by the Company. There is no assurance that the Company will be successful in securing additional funding. This could result in further cost reductions, contract cancellations, and potential delays which ultimately may jeopardize the development of the Mt. Hope Project.

When financing becomes available, the additional funding will allow us to restart equipment procurement, and agreements that were suspended or terminated will be renegotiated under current market terms and conditions, as necessary. In the event of an extended delay related to availability of the Company's portion of full financing for the Mt. Hope Project, the Company will make its best efforts to revise procurement and construction commitments to preserve liquidity, our equipment deposits and pricing structures.

Total assets as of March 31, 2017 decreased to $335.5 million compared to $337.3 million as of December 31, 2016 primarily due to general and administrative expenses.

Other Capital Requirements

We also require additional capital to maintain our mining claims and other rights related to the Liberty Project, as well as continue payment of ongoing general and administrative costs associated with supporting our planned operations.

Results of Operations

Three Months Ended March 31, 2017 Compared to Three Months Ended March 31, 2016

For the three months ended March 31, 2017, we had a consolidated net loss of $1.9 million compared with a net loss of $2.2 million in the same period for 2016.

For the three months ended March 31, 2017 and 2016, exploration and evaluation expenses were $0.1 million and $0.5 million, respectively due to leach pad maintenance and repair performed in early 2016.

For the three months ended March 31, 2017 and 2016, general and administrative expenses were $1.5 million and $1.4 million, respectively, representing consistent costs year over year.

Interest expense for the three months ended March 31, 2017 and 2016 was $0.3 million and $0.2 million, respectively, due primarily to a larger non-cash mark to market adjustment related to the Senior Convertible Promissory Notes in 2017 than 2016.

Contractual Obligations

Through December 31, 2016, the LLC has made deposits and/or final payments of $87.4 million on equipment orders. See "—Overview—Equipment and Supply Procurement" above. Of these deposits, $70.4 million relate to fully fabricated items, primarily milling equipment, for which the LLC has additional contractual commitments of $2.2 million noted in the table above. The remaining $17.0 million reflects both partially fabricated milling equipment, and non-refundable deposits on mining equipment. As discussed in Note 12 to the consolidated financial statements contained elsewhere in this report, the mining equipment agreements remain cancellable with no further liability to the LLC. The underlying value and recoverability of these deposits and our mining properties in our consolidated balance sheets are dependent on the LLC's ability to fund development activities that would lead to profitable production and positive cash flow from operations, or proceeds from the disposition of these assets. There can be no assurance that the LLC will be successful in obtaining project financing, in generating future profitable operations, disposing of these assets or the Company securing additional funding in the future on terms acceptable to us or at all. Our audited consolidated financial statements do not include any adjustments relating to recoverability and classification of recorded assets or liabilities.

If the LLC does not make the payments contractually required under these purchase contracts, it could be subject to claims for breach of contract or to cancellation of the respective purchase contract. In addition, the LLC may proceed to selectively suspend, cancel or attempt to renegotiate additional purchase contracts if necessary to further conserve cash. See "*Liquidity, Capital Resources and Capital Requirements"* above. If the LLC cancels or breaches any contracts, the LLC will take all appropriate action to minimize any losses, but could be subject to liability under the contracts or applicable law. The cancellation of certain key contracts could cause a delay in the commencement of operations, and could add to the cost to develop the Company's interest in the Mt. Hope Project.

Obligations under capital and operating leases

We have contractual operating leases that will require a total of $62,000 in payments over the next three years. Operating leases consist primarily of rents on office facilities and office equipment. Our expected payments are $62,000, nil, and nil for the years ended December 31, 2017, 2018, and 2019, respectively.

Creation of Agricultural Sustainability Trust

On August 19, 2010, the LLC entered into an agreement with the Eureka Producers' Cooperative (the "EPC") whereby the LLC will fund a $4.0 million Sustainability Trust (the "Trust") in exchange for the cooperation of the EPC with respect to the LLC's water rights and permitting of the Mt. Hope Project. The Trust will be tasked with developing and implementing programs that will serve to enhance the sustainability and well-being of the agricultural economy in the Diamond Valley Hydrographic Basin through reduced water consumption.

The Trust may be funded by the LLC over several years based on the achievement of certain milestones, which are considered to be probable, and as such $4.0 million is accrued in the Company's December 31, 2016, financial statements and is included in mining properties, land, and water rights.

Permitting Considerations

In the ordinary course of business, mining companies are required to seek government permits for expansion of existing operations or for the commencement of new operations. The LLC was required to obtain approval from the U.S. Bureau of Land

Management ("BLM") to implement the Mt. Hope Project Plan of Operations ("PoO"). This approval, in the form of a Record of Decision ("ROD") was obtained only after successful completion of the process of environmental evaluation, which incorporates substantial public comment. The LLC was also required to obtain various state and federal permits including, but not limited to, water protection, air quality, water rights and reclamation permits. In addition to requiring permits for the development of the Mt. Hope Project, we will need to obtain and modify various mining and environmental permits during the life of the Mt. Hope Project. Maintaining, modifying and renewing the necessary governmental permits is a complex and time-consuming process involving numerous jurisdictions and often involving public hearings and substantial expenditures. The duration and success of the LLC's efforts to obtain, modify or renew permits will be contingent upon many variables, some of which are not within the LLC's control. Increased costs or delays could occur, depending on the nature of the activity to be permitted and the interpretation of applicable requirements implemented by the permitting authority. All necessary permits may not be obtained and, if obtained, may not be renewed, or the costs involved in each case may exceed those that we previously estimated. In addition, it is possible that compliance with such permits may result in additional costs and delays.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Commodity Price Risk

We are a development stage company in the business of the exploration, development and mining of properties primarily containing molybdenum. As a result, upon commencement of production, our financial performance could be materially affected by fluctuations in the market price of molybdenum and other metals we may mine. The market prices of metals can fluctuate widely due to a number of factors. These factors include fluctuations with respect to the rate of inflation, the exchange rates of the U.S. dollar and other currencies, interest rates, global or regional political and economic conditions, banking environment, global and regional demand, production costs, and investor sentiment. See "*Management's Discussion and Analysis of Financial Condition and Results of Operation — Molybdenum Market Update*" for a discussion of molybdenum prices.

In order to better manage commodity price risk and to seek to reduce the negative impact of fluctuations in prices, we will seek to enter into long-term supply contracts for our portion of the Mt. Hope production. On December 28, 2007, we entered into a molybdenum supply agreement with ArcelorMittal S.A. ("ArcelorMittal"), the world's largest steel company, that provides for ArcelorMittal to purchase 6.5 million pounds of molybdenum per year, plus or minus 10%, once the Mt. Hope Project commences commercial operations at minimum specified levels. The supply agreement provides for a floor price along with a discount for spot prices above the floor price and expires five years after the commencement of commercial production at the Mt. Hope Project. Both the floor and threshold levels at which the percentage discounts change are indexed to a producer price index. According to public filings, on January 25, 2011, the boards of directors of ArcelorMittal S.A. and APERAM each approved the transfer of the assets comprising ArcelorMittal's stainless and specialty steels businesses from its carbon steel and mining businesses to APERAM, a separate entity incorporated in the Grand Duchy of Luxembourg. This transfer did not include the supply agreement the Company had in place with ArcelorMittal. The shares of the Company's common stock previously owned by ArcelorMittal were transferred to APERAM.

Additionally, on May 14, 2008, we entered into a molybdenum supply agreement with SeAH Besteel Corporation ("SeAH Besteel"), Korea's largest manufacturer of specialty steels, which provides for SeAH Besteel to purchase 4.0 million pounds of molybdenum per year, plus or minus 10%, once the Mt. Hope Project commences commercial operations at minimum specified levels. Like the APERAM supply agreement, the supply agreement with SeAH Besteel provides for a floor price along with staged discounts for spot prices above the floor price and expires five years from the date of first supply under the agreement. Both the floor and threshold levels at which the percentage discounts change are indexed to a producer price index. On July 22, 2015, the Company and SeAH Besteel entered into a first amendment to the molybdenum supply agreement, which provides that the agreement will terminate on December 31, 2020, if commercial operations at the minimum specified levels have not commenced by that date.

On August 8, 2008, the Company entered into a molybdenum supply agreement ("Sojitz Agreement") with Sojitz Corporation ("Sojitz"). The Sojitz Agreement provides for the supply of 5.0 million pounds per year of molybdenum for five years, beginning once the Mt. Hope Project reaches certain minimum commercial production levels. One million annual pounds sold under the Sojitz Agreement will be subject to a per-pound molybdenum floor price and is offset by a flat discount to spot molybdenum prices above the floor. The remaining 4.0 million annual pounds sold under the Sojitz Agreement will be sold with reference to spot molybdenum prices without regard to a floor price. The Sojitz Agreement includes a provision that allows Sojitz the option to cancel in the event that supply from the Mt. Hope Project had not begun by January 1, 2013. The described option is available up to ten days following the achievement of certain production levels at the Mt. Hope Project. As commercial production at the Mt. Hope Project has not commenced, Sojitz currently has the option to cancel its contract or participate in the molybdenum supply agreement as described above.

The long-term supply agreements provide for supply only after commercial production levels are achieved, and no provisions require the Company to deliver product or make any payments if commercial production is never achieved or declines in later periods and have floor prices ranging from $13.25 to $14.00 per pound and incremental discounts above the floor price. The agreements require that monthly shortfalls be made up only if the Company's portion of Mt. Hope production is available for delivery, after POS-Minerals has taken its 20% share. In no event do these requirements to make up monthly shortfalls become obligations of the Company if production does not meet targeted levels.

Furthermore, each of the agreements remain as contractual obligations and have take-or-pay provisions that require the buyers to either take delivery of product made available by the Company, or to pay as though they had taken delivery pursuant to the term of the agreements. In the event that our contract parties choose not to honor their contractual obligations or attempt to terminate these agreements as a result of the continuing delay in achieving production, our profitability may be adversely impacted. We may be unable to sell any product our contract parties fail to purchase in a timely manner, at comparable prices, or at all.

While we have not used derivative financial instruments in the past, we may elect to enter into derivative financial instruments to manage commodity price risk. We have not entered into any market risk sensitive instruments for trading or speculative purposes and do not expect to enter into derivative or other financial instruments for trading or speculative purposes.

Interest Rate Risk

As of March 31, 2017, we had a balance of cash and cash equivalents of $7.1 million and restricted cash of $13.9 million. Interest rates on short term, highly liquid investments have not changed materially since December 31, 2010, and continue to be 1% or less on an annualized basis

ITEM 4. CONTROLS AND PROCEDURES

An evaluation was performed under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934) as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on the foregoing, our management concluded that our disclosure controls and procedures are effective to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission rules and forms and such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, to allow timely decisions regarding required disclosure.

There was no change in our internal control over financial reporting that occurred during the quarter ended March 31, 2017 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. On May 14, 2013, the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") published an updated Internal Control — Integrated Framework (2013) and related illustrative documents. The Company adopted the new framework in 2014.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Water Rights

In July 2011 and June 2012, respectively, the Nevada State Engineer ("State Engineer") granted all water permits and approved a Monitoring, Management and Mitigation Plan ("3M Plan") for the Mt. Hope Project. Eureka County, Nevada and two other parties comprised of water rights holders in Diamond Valley and Kobeh Valley appealed the State Engineer's decision granting the water permits to the Nevada State District Court ("District Court") and then filed a further appeal to the Nevada Supreme Court challenging the District Court's decision affirming the State Engineer's decision to grant the water permits. In June 2013, the appeal was consolidated by the Nevada Supreme Court with an appeal of the State Engineer's approval of the 3M Plan filed by two water rights holders. The District Court previously upheld the State Engineer's approval of the 3M Plan and the two parties subsequently appealed the District Court's decision to the Nevada Supreme Court. While the appeals were pending, the 3M Plan had been implemented to collect information on background conditions and aquifer responses to the Mt. Hope Project's pumping, as well as to address mitigation measures for impacted third-party water rights.

On September 18, 2015, the Nevada Supreme Court issued an Order that reversed and remanded the cases to the District Court for further proceedings consistent with the Order. On October 29, 2015, the Nevada Supreme Court issued the Order as a published Opinion. The Nevada Supreme Court ruled that the State Engineer did not have sufficient evidence in the record at the time he granted the water permits to demonstrate that successful mitigation may be undertaken so as to dispel the threat to existing water rights holders.

On November 23, 2015, the Nevada Supreme Court issued its Remittitur to the District Court for the County of Eureka for further proceedings consistent with its Opinion. On March 14, 2016, we received the District Court's Order vacating the 3M Plan, denying the applications and vacating the permits issued by the State Engineer. The Company filed a Motion to Alter or Amend Judgment with the District Court, requesting the District Court amend its Order and remand the water permits and 3M Plan to the State Engineer to allow further proceedings to address the mitigation issues raised by the Nevada Supreme Court. The District Court denied the Motion on June 1, 2016. The State Engineer has filed an appeal to the Nevada Supreme Court concerning the District Court's interpretation of the Supreme Court's Opinion and has also argued that the District Court acted in excess of its judicial authority in violation of Nevada's Constitution and Statutes. The Company has filed a similar appeal to the Nevada Supreme Court. The Nevada Supreme Court has ordered Oral Argument to occur on May 1, 2017.

Notwithstanding the pendency of the appeal to the Nevada Supreme Court, the Company is working, as expeditiously as possible; to reobtain its water permits with the new change applications that it has filed with the State Engineer, following the Nevada Supreme Court's September Order. On August 23, 2016, Eureka County filed a Writ of Prohibition or Mandamus to the Nevada Supreme Court seeking the Supreme Court's intervention to stop further action by the State Engineer while the appeal discussed above of the District Court Order is pending. As ordered by the Supreme Court, answers and responses to the Writ were filed by October 21, 2016. The State Engineer has stopped any action on our applications pending an outcome of the Writ from the Supreme Court. Along with the State Engineer, we oppose the basis for filing the Writ, and believe the State Engineer can proceed with the review of our applications notwithstanding the appeal to the Supreme Court of the District Court Order. In the interim, we are continuing to advocate the authority of the State Engineer to act on our applications. In hearings to be held before the State Engineer, the Company will provide additional evidence of its ability to successfully mitigate any potential impacts to water rights in Kobeh Valley that could result from the Mt. Hope Project's new change applications for water use.

Permitting

On February 15, 2013, Great Basin Resource Watch and the Western Shoshone Defense Project ("Plaintiffs") filed a Complaint against the U.S. Department of the Interior and the BLM (the "Defendants") in the U.S. District Court ("District Court"), District of Nevada, seeking relief under the National Environmental Policy Act ("NEPA") and other federal laws challenging the BLM's issuance of the ROD for the Mt. Hope Project, and on February 20, 2013 filed a Motion for Preliminary Injunction. The District Court allowed the LLC to intervene in the matter.

On August 22, 2013, the District Court denied, without prejudice, Plaintiffs' Motion for Preliminary Injunction based on a Joint Stipulation to Continue Preliminary Injunction Oral Argument, which advised the District Court that as a result of economic conditions, including the Company's ongoing financing efforts, all major ground disturbing activities had ceased at the Mt. Hope Project.

On July 23, 2014, the U.S. District Court denied Plaintiffs' motion for summary judgment in its entirety and on August 1, 2014 the Court entered judgment in favor of the Defendants and the LLC, and against Plaintiffs regarding all claims raised in the Complaint.

Thereafter, on September 22, 2014, the Plaintiffs filed their notice of appeal to the U.S. Court of Appeals for the Ninth Circuit ("Ninth Circuit") of the U.S. District Court's dismissal. Oral argument of the parties before the Ninth Circuit was completed on October 18, 2016. On December 28, 2016, the Ninth Circuit issued its Opinion rejecting many of the arguments raised by the Plaintiffs challenging the Environmental Impact Statement ("EIS") completed for the Mt. Hope Project, in a narrow reversal of the BLM's findings related to air quality analysis. Because of this technical deficiency, the Court vacated the ROD, and the BLM is conducting additional evaluation of air quality impacts and resulting cumulative impact analysis under the National Environmental Policy Act ("NEPA") through a supplemental EIS to address the concerns noted by the Ninth Circuit. To resolve the issues identified by the Ninth Circuit, BLM has determined that a Supplemental Environmental Impact Statement (SEIS) will be prepared. The SEIS would disclose additional information to the public related to the selection of appropriate background concentrations to use for dispersion modeling of air pollutants. Because the SEIS must be prepared in accordance with the National Environmental Policy Act (NEPA) guidelines, the SEIS process will include three publications in the Federal Register, each of which may take several weeks to process. The first of these publications is the Notice of Intent (NOI) which declares the BLM's intent to prepare the SEIS. We anticipate that the NOI will be published in the Federal Register in May or June, 2017, and look

forward to completing the necessary public review to receive a new ROD for the eventual construction and operation of the Mt. Hope Project.

ITEM 1A. RISK FACTORS.

Our Annual Report on Form 10-K for the year ended December 31, 2016, including the discussion under the heading "Risk Factors" therein, and this report describe risks that may materially and adversely affect our business, results of operations or financial condition. The risks described in our Annual Report on Form 10-K and this report are not the only risks facing us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or operations.

Special Note Regarding Forward-Looking Statements

Certain statements in this report may constitute forward-looking statements, which involve known and unknown risks, uncertainties and other factors, which may cause actual results, performance or achievements of our Company, the Mt. Hope Project, Liberty Project and our other projects, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. We use the words "may," "will," "believe," "expect," "anticipate," "intend," "future," "plan," "estimate," "potential" and other similar expressions to identify forward-looking statements. These forward-looking statements are subject to a number of risks, uncertainties and assumptions that could cause actual results to differ materially from those in the forward looking statements. Such risks, uncertainties and assumptions are described in the "Risk Factors" section included in our Annual Report on Form 10-K for the year ended December 31, 2016, and this report, and include, among other things:

- our investors may lose their entire investment in our securities;
- we may be unable to obtain re-authorized water rights and permits, including a new Record of Decision approving a supplemental Environmental Impact Statement, which permits may be subject to further judicial appeals, and may further delay the development of the Mt. Hope Project;
- our profitability depends largely on the success of the Mt. Hope Project, the failure of which would have a material adverse effect on our financial condition;
- we have not obtained, and may not obtain, alternative project financing, which could cause additional delays or expenses in developing the Mt. Hope Project;
- certain conditions under the AMER transaction documents may not be met, further delaying our ability to begin construction of the Mt. Hope Project;
- substantial additional financing may be required in order to fund the operations of the Company and the LLC and if we are successful in raising additional capital, it may have dilutive and other adverse effects on our stockholders;
- POS-Minerals' right under the LLC Agreement to approve certain major decisions regarding the Mt. Hope Project could impair our ability to quickly adapt to changing market conditions;
- risks related to the failure of POS-Minerals to make ongoing cash contributions to the LLC pursuant to the LLC Agreement;
- maintaining effectiveness of current molybdenum supply agreements;
- fluctuations in the market price of, and demand for, molybdenum, copper and other metals;
- counter party risks;
- the timing of exploration, development and production activities and estimated future production, if any;
- estimates related to costs of production, capital, operating and exploration expenditures;
- the estimation and realization of mineral reserves and production estimates, if any;
- inherent operating hazards of mining;
- title disputes or claims;
- climate change and climate change legislation for planned future operations;
- our ability to renegotiate, restructure, suspend, cancel or extend payment terms of contracts as necessary or appropriate in order to conserve cash;
- government regulation of mining operations, environmental conditions and risks, reclamation and rehabilitation expenses;
- compliance/non-compliance with the Mt. Hope Lease Agreement;
- losing key personnel and contractors or the inability to attract and retain additional personnel;
- reliance on independent contractors, experts, technical and operational service providers over whom we have limited control;
- increased costs can affect our profitability;

- shortages of critical parts, equipment, and skilled labor may adversely affect our development costs;
- limitations of and access to certain insurance coverage;
- legislation may make it difficult to retain or attract officers and directors and can increase costs of doing business; and
- provisions of Delaware law and our charter and bylaws may delay or prevent transactions that would benefit stockholders.

You should not place undue reliance on these forward-looking statements, which speak only as of the date of this report. These forward-looking statements are based on our current expectations and are subject to a number of risks and uncertainties, including those set forth above. Although we believe that the expectations reflected in these forward-looking statements are reasonable, our actual results could differ materially from those expressed in these forward-looking statements, and any events anticipated in the forward-looking statements may not actually occur. Except as required by law, we undertake no duty to update any forward-looking statements after the date of this report to conform those statements to actual results or to reflect the occurrence of unanticipated events. We qualify all forward-looking statements contained in this report by the foregoing cautionary statements.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

None.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibit Number	Description of Exhibit
10.1	Stay Incentive Agreement dated as of January 16, 2017, by and between General Moly, Inc. and Bruce D. Hansen (Filed herewith.)
10.2	Stay Incentive Agreement dated as of January 16, 2017, by and between General Moly, Inc. and Robert I. Pennington (Filed herewith.)
10.3	Stay Incentive Agreement dated as of January 16, 2017, by and between General Moly, Inc. and R. Scott Roswell (Filed herewith.)
31.1	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
31.2	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
32.1	Certification of Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
32.2	Certification of Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
101	The following XBRL (Extensible Business Reporting Language) materials are filed herewith: (i) XBRL Instance; (ii) XBRL Taxonomy Extension Schema; (iii) XBRL Taxonomy Extension Calculation; (iv) Taxonomy Extension Labels, (v) XBRL Taxonomy Extension Presentation, and (vi) XBRL Taxonomy Extension Definition.

SIGNATURES

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: May 1, 2017

GENERAL MOLY, INC.

By: /s/ Lee M. Shumway
Lee M. Shumway
Chief Financial Officer and Duly Authorized Officer

STAY INCENTIVE AGREEMENT

THIS AGREEMENT is entered into between GENERAL MOLY, INC., ("Company"), whose mailing address is 1726 Cole Blvd., Suite 115, Lakewood, Denver, CO 80401, and **Bruce Hansen** ("Employee"), whose address is **22284 Anasazi Way, Golden, CO 80401**.

RECITALS

WHEREAS, Company wishes to have Employee continue his employment with Company through the critical phase of procuring financing for the construction of the Mt. Hope Project;

WHEREAS, Employee wishes to continue employment with Company as **Chief Executive Officer;** and

WHEREAS, Company agrees to provide a Restricted Stock Award to Employee, expressly conditioned upon the terms and conditions described within this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for the covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. **Term of Agreement.** This Agreement shall be in effect from **January 16, 2017** "Beginning Date"), and end on the earlier of ("End Date"):

(a) The date upon which approval of a Financing Program for the construction of the Mt. Hope Project is made by the Company's Board of Directors;

(b) The occurrence date of a "Change of Control", as later defined herein;

(c) The date of an involuntary termination of Employee from the Company, absent "Cause", as later defined herein, by the Company; or

(d) **January 16, 2018.**

2. **Restricted Stock Unit Award**. Company agrees to grant an award of **360,000** Restricted Stock Units (the "RSUs") in accordance with the terms of the Company 2006 Equity Incentive Program and applicable Restricted Stock Units Agreement between Company and Employee, which shall be incorporated by reference. The RSUs shall vest in full in accordance with the terms of the Restricted Stock Unit Agreement on the End Date provided that Employee has remained continuously employed by Company from the Beginning Date through the End Date. All terms and conditions of the award of the RSUs shall be governed by the Restricted Stock Units Agreement.

3. **At Will Employment Status.** This Agreement is not an employment agreement and does not guarantee Employee employment with Company for any specific period of time. Employee shall remain at all times an employee at will whose employment may be terminated by either party at any time, with or without cause.

4. **Confidentiality.** Employee expressly agrees to keep the substance and terms of this Agreement strictly confidential. With the exception of immediate family, tax advisors, and attorneys, Employee further agrees that he will not communicate (orally or in writing) or in any way disclose the terms of this Agreement to any person without the prior express written consent of Company, unless compelled to do so by law. Employee acknowledges that Company may be required to disclose the terms, and file a copy of this Agreement pursuant to applicable securities laws or other legal requirements.

5. **Compliance with Section 409A.**

Delay in Payment. Notwithstanding anything in the Agreement to the contrary, if Employee is deemed by the Company at the End Date for purposes of payment of the Stay Incentive Award to be a "specified employee" under Section 409A of the Internal Revenue Code, as amended ("Code') then any such payment which would otherwise be payable hereunder shall not be paid until the date which is the first business day following the six-month period after the End Date (or earlier, upon Employee's death).

Interpretation. The parties intend that all payments or benefits payable under the Agreement will not be subject to the additional tax imposed by Section 409A, and the provisions of the Agreement shall be construed and administered consistent with such intent. To the extent such potential payments could become subject to Section 409A, the Company and Employee agree to work together to modify the Agreement to the minimum extent necessary to reasonably comply with the requirements of Section 409A, provided that the Company shall not be required to provide any additional compensation amounts or benefits and Employee shall be responsible for payment of any and all taxes owed in connection with the payment of the Stay Incentive Award.

6. **Certain Definitions.**

(a) "Cause" means the good faith determination by the Company that:

i. Employee has neglected, failed or refused to perform Employee's duties (other than as a result of physical or mental illness);

ii. Employee has failed to timely attain the goals assigned to Employee by the Company, in its good faith judgment, from time to time;

iii. Employee has committed an act of personal dishonesty including, without limitation, an act or omission intended to result in personal enrichment of Employee at the expense of the Company;

iv. Employee has committed a willful or intentional act that could reasonably be expected to injure the reputation, business, or business relationships of the Company or Employee's reputation or business relationships;

v. Employee has perpetrated an intentional fraud against or affecting the Company or any customer, supplier, client, agent, or employee thereof;

vi. Employee has been convicted (including conviction on a nolo contendere, no contest, or similar plea) of a felony or any crime involving fraud, dishonesty, or moral turpitude.

With respect to any of the matters set forth in (i) or (ii) above, the Company shall give Employee notice of the deficiency and a reasonable opportunity to correct the deficiency (not to exceed thirty (30) days) prior to termination. In the event that the Company has given notice of a deficiency and makes a determination that the deficiency has not been cured within a reasonable period of time, Employee's employment may be terminated for Cause.

(b) "Change of Control" means:

i. The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); *provided, however,* that, for purposes of this Agreement, the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, or (iii) any acquisition by any employee benefit Program (or related trust) sponsored or maintained by the Company or any Affiliate; or

ii. Consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or the acquisition of assets or stock of another entity by the Company (each, a "Business Combination"), in each case unless, following such Business Combination, (i) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets

either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, and (ii) no Person (excluding any corporation resulting from such Business Combination or any employee benefit Program (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 50% or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination; or

iii. Individuals who, as of the date hereof, constitute the Board of Directors of the Company (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; *provided, however,* that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

iv. A sale or disposition of all or substantially all of the operating assets of the Company to an unrelated party; or

v. Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

7. **Additional Provisions.**

(a) This Agreement constitutes the entire agreement between the parties concerning the grant of a Restricted Stock Unit Award. This Agreement does not affect any other agreements between Company and Employee. This Agreement may not be modified or amended except by a written instrument signed by both parties.

(b) This Agreement and the provisions hereof shall be construed, given effect and governed by the laws of the State of Colorado, and in the event of a breach of this Agreement by any of the parties, in addition to other specific remedies herein, the other party shall have all remedies at law or equity provided by the laws of the State of Colorado. Venue for any action shall be in the United States District Court for the District of Colorado or the District Court of Jefferson County, Colorado. Each party waives any objection they might have to the laying of venue in such courts, including but not limited to objections based on lack of personal jurisdiction, improper venue, or inconvenience of the forum.

(c) Each party has reviewed this Agreement and has had the opportunity to consult with counsel regarding the provisions thereof, and accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

(d) The parties hereby unconditionally waive their right to a jury trial of any claim or cause of action based upon or arising out of, directly or indirectly, this Agreement.

(e) If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain fully enforceable according to their terms.

(f) This Agreement may be executed in counterparts, including fax or other electronic counterparts, and all counterparts together shall constitute one executed agreement.

DATED this 16th day of January, 2017.

GENERAL MOLY, INC.: **EMPLOYEE:**

By/s/R. Scott Roswell **/s/ Bruce Hansen**
R. Scott Roswell / 1/16/17 **Bruce Hansen / 1/16/17**

Chief Legal Officer

STAY INCENTIVE AGREEMENT

THIS AGREEMENT is entered into between GENERAL MOLY, INC., ("Company"), whose mailing address is 1726 Cole Blvd., Suite 115, Lakewood, CO 80401, and **Robert I. Pennington** ("Employee"), whose address is **6200 N. Abington Rd, Tucson, AZ 85743**.

RECITALS

WHEREAS, Company wishes to have Employee continue his employment with Company through the critical phase of procuring financing for the construction of the Mt. Hope Project;

WHEREAS, Employee wishes to continue employment with Company as **Chief Operating Officer;** and

WHEREAS, Company agrees to provide a Restricted Stock Award to Employee, expressly conditioned upon the terms and conditions described within this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for the covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. **Term of Agreement.** This Agreement shall be in effect from **January 16, 2017** "Beginning Date"), and end on the earlier of ("End Date"):

(a) The date upon which approval of a Financing Program for the construction of the Mt. Hope Project is made by the Company's Board of Directors;

(b) The occurrence date of a "Change of Control", as later defined herein;

(c) The date of an involuntary termination of Employee from the Company, absent "Cause", as later defined herein, by the Company; or

(d) **January 17, 2018.**

2. **Restricted Stock Unit Award**. Company agrees to grant an award of **300,000** Restricted Stock Units (the "RSUs") in accordance with the terms of the Company 2006 Equity Incentive Program and applicable Restricted Stock Units Agreement between Company and Employee, which shall be incorporated by reference. The RSUs shall vest in full in accordance with the terms of the Restricted Stock Unit Agreement on the End Date provided that Employee has remained continuously employed by Company from the Beginning Date through the End Date. All terms and conditions of the award of the RSUs shall be governed by the Restricted Stock Units Agreement.

3. **At Will Employment Status.** This Agreement is not an employment agreement and does not guarantee Employee employment with Company for any specific period of time. Employee shall remain at all times an employee at will whose employment may be terminated by either party at any time, with or without cause.

4. **Confidentiality.** Employee expressly agrees to keep the substance and terms of this Agreement strictly confidential. With the exception of immediate family, tax advisors, and attorneys, Employee further agrees that he will not communicate (orally or in writing) or in any way disclose the terms of this Agreement to any person without the prior express written consent of Company, unless compelled to do so by law. Employee acknowledges that Company may be required to disclose the terms, and file a copy of this Agreement pursuant to applicable securities laws or other legal requirements.

5. **Compliance with Section 409A.**

Delay in Payment. Notwithstanding anything in the Agreement to the contrary, if Employee is deemed by the Company at the End Date for purposes of payment of the Stay Incentive Award to be a "specified employee" under Section 409A of the Internal Revenue Code, as amended ("Code') then any such payment which would otherwise be payable hereunder shall not be paid until the date which is the first business day following the six-month period after the End Date (or earlier, upon Employee's death).

Interpretation. The parties intend that all payments or benefits payable under the Agreement will not be subject to the additional tax imposed by Section 409A, and the provisions of the Agreement shall be construed and administered consistent with such intent. To the extent such potential payments could become subject to Section 409A, the Company and Employee agree to work together to modify the Agreement to the minimum extent necessary to reasonably comply with the requirements of Section 409A, provided that the Company shall not be required to provide any additional compensation amounts or benefits and Employee shall be responsible for payment of any and all taxes owed in connection with the payment of the Stay Incentive Award.

6. **Certain Definitions.**

(a) "Cause" means the good faith determination by the Company that:

i. Employee has neglected, failed or refused to perform Employee's duties (other than as a result of physical or mental illness);

ii. Employee has failed to timely attain the goals assigned to Employee by the Company, in its good faith judgment, from time to time;

iii. Employee has committed an act of personal dishonesty including, without limitation, an act or omission intended to result in personal enrichment of Employee at the expense of the Company;

iv. Employee has committed a willful or intentional act that could reasonably be expected to injure the reputation, business, or business relationships of the Company or Employee's reputation or business relationships;

v. Employee has perpetrated an intentional fraud against or affecting the Company or any customer, supplier, client, agent, or employee thereof;

vi. Employee has been convicted (including conviction on a nolo contendere, no contest, or similar plea) of a felony or any crime involving fraud, dishonesty, or moral turpitude.

With respect to any of the matters set forth in (i) or (ii) above, the Company shall give Employee notice of the deficiency and a reasonable opportunity to correct the deficiency (not to exceed thirty (30) days) prior to termination. In the event that the Company has given notice of a deficiency and makes a determination that the deficiency has not been cured within a reasonable period of time, Employee's employment may be terminated for Cause.

(b) "Change of Control" means:

i. The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); *provided, however,* that, for purposes of this Agreement, the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, or (iii) any acquisition by any employee benefit Program (or related trust) sponsored or maintained by the Company or any Affiliate; or

ii. Consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or the acquisition of assets or stock of another entity by the Company (each, a "Business Combination"), in each case unless, following such Business Combination, (i) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets

either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, and (ii) no Person (excluding any corporation resulting from such Business Combination or any employee benefit Program (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 50% or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination; or

iii. Individuals who, as of the date hereof, constitute the Board of Directors of the Company (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; *provided, however,* that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

iv. A sale or disposition of all or substantially all of the operating assets of the Company to an unrelated party; or

v. Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

7. **Additional Provisions.**

(a) This Agreement constitutes the entire agreement between the parties concerning the grant of a Restricted Stock Unit Award. This Agreement does not affect any other agreements between Company and Employee. This Agreement may not be modified or amended except by a written instrument signed by both parties.

(b) This Agreement and the provisions hereof shall be construed, given effect and governed by the laws of the State of Colorado, and in the event of a breach of this Agreement by any of the parties, in addition to other specific remedies herein, the other party shall have all remedies at law or equity provided by the laws of the State of Colorado. Venue for any action shall be in the United States District Court for the District of Colorado or the District Court of Jefferson County, Colorado. Each party waives any objection they might have to the laying of venue in such courts, including but not limited to objections based on lack of personal jurisdiction, improper venue, or inconvenience of the forum.

(c) Each party has reviewed this Agreement and has had the opportunity to consult with counsel regarding the provisions thereof, and accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

(d) The parties hereby unconditionally waive their right to a jury trial of any claim or cause of action based upon or arising out of, directly or indirectly, this Agreement.

(e) If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain fully enforceable according to their terms.

(f) This Agreement may be executed in counterparts, including fax or other electronic counterparts, and all counterparts together shall constitute one executed agreement.

DATED this 7th day of February, 2017.

GENERAL MOLY, INC.: **EMPLOYEE:**

By/s/R. Scott Roswell
R. Scott Roswell / 1/7/17

Chief Legal Officer

/s/ Robert I. Pennington
Robert I. Pennington / 2/14/17

STAY INCENTIVE AGREEMENT

THIS AGREEMENT is entered into between GENERAL MOLY, INC., ("Company"), whose mailing address is 1726 Cole Blvd., Suite 115, Lakewood, Denver, CO 80401, and **R. Scott Roswell** ("Employee"), whose address is **14 Viking Drive, Englewood, CO 80113**.

RECITALS

WHEREAS, Company wishes to have Employee continue his employment with Company through the critical phase of procuring financing for the construction of the Mt. Hope Project;

WHEREAS, Employee wishes to continue employment with Company as **Chief Legal Officer;** and

WHEREAS, Company agrees to provide a Restricted Stock Award to Employee, expressly conditioned upon the terms and conditions described within this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for the covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. **Term of Agreement.** This Agreement shall be in effect from **January 16, 2017** "Beginning Date"), and end on the earlier of ("End Date"):

(a) The date upon which approval of a Financing Program for the construction of the Mt. Hope Project is made by the Company's Board of Directors;

(b) The occurrence date of a "Change of Control", as later defined herein;

(c) The date of an involuntary termination of Employee from the Company, absent "Cause", as later defined herein, by the Company; or

(d) **January 16, 2018.**

2. **Restricted Stock Unit Award**. Company agrees to grant an award of **240,000** Restricted Stock Units (the "RSUs") in accordance with the terms of the Company 2006 Equity Incentive Program and applicable Restricted Stock Units Agreement between Company and Employee, which shall be incorporated by reference. The RSUs shall vest in full in accordance with the terms of the Restricted Stock Unit Agreement on the End Date provided that Employee has remained continuously employed by Company from the Beginning Date through the End Date. All terms and conditions of the award of the RSUs shall be governed by the Restricted Stock Units Agreement.

3. **At Will Employment Status.** This Agreement is not an employment agreement and does not guarantee Employee employment with Company for any specific period of time. Employee shall remain at all times an employee at will whose employment may be terminated by either party at any time, with or without cause.

4. **Confidentiality.** Employee expressly agrees to keep the substance and terms of this Agreement strictly confidential. With the exception of immediate family, tax advisors, and attorneys, Employee further agrees that he will not communicate (orally or in writing) or in any way disclose the terms of this Agreement to any person without the prior express written consent of Company, unless compelled to do so by law. Employee acknowledges that Company may be required to disclose the terms, and file a copy of this Agreement pursuant to applicable securities laws or other legal requirements.

5. **Compliance with Section 409A.**

Delay in Payment. Notwithstanding anything in the Agreement to the contrary, if Employee is deemed by the Company at the End Date for purposes of payment of the Stay Incentive Award to be a "specified employee" under Section 409A of the Internal Revenue Code, as amended ("Code') then any such payment which would otherwise be payable hereunder shall not be paid until the date which is the first business day following the six-month period after the End Date (or earlier, upon Employee's death).

Interpretation. The parties intend that all payments or benefits payable under the Agreement will not be subject to the additional tax imposed by Section 409A, and the provisions of the Agreement shall be construed and administered consistent with such intent. To the extent such potential payments could become subject to Section 409A, the Company and Employee agree to work together to modify the Agreement to the minimum extent necessary to reasonably comply with the requirements of Section 409A, provided that the Company shall not be required to provide any additional compensation amounts or benefits and Employee shall be responsible for payment of any and all taxes owed in connection with the payment of the Stay Incentive Award.

6. **Certain Definitions.**

(a) "Cause" means the good faith determination by the Company that:

i. Employee has neglected, failed or refused to perform Employee's duties (other than as a result of physical or mental illness);

ii. Employee has failed to timely attain the goals assigned to Employee by the Company, in its good faith judgment, from time to time;

iii. Employee has committed an act of personal dishonesty including, without limitation, an act or omission intended to result in personal enrichment of Employee at the expense of the Company;

iv. Employee has committed a willful or intentional act that could reasonably be expected to injure the reputation, business, or business relationships of the Company or Employee's reputation or business relationships;

v. Employee has perpetrated an intentional fraud against or affecting the Company or any customer, supplier, client, agent, or employee thereof;

vi. Employee has been convicted (including conviction on a nolo contendere, no contest, or similar plea) of a felony or any crime involving fraud, dishonesty, or moral turpitude.

With respect to any of the matters set forth in (i) or (ii) above, the Company shall give Employee notice of the deficiency and a reasonable opportunity to correct the deficiency (not to exceed thirty (30) days) prior to termination. In the event that the Company has given notice of a deficiency and makes a determination that the deficiency has not been cured within a reasonable period of time, Employee's employment may be terminated for Cause.

(b) "Change of Control" means:

i. The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); *provided, however,* that, for purposes of this Agreement, the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, or (iii) any acquisition by any employee benefit Program (or related trust) sponsored or maintained by the Company or any Affiliate; or

ii. Consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or the acquisition of assets or stock of another entity by the Company (each, a "Business Combination"), in each case unless, following such Business Combination, (i) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets

either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, and (ii) no Person (excluding any corporation resulting from such Business Combination or any employee benefit Program (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 50% or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination; or

iii. Individuals who, as of the date hereof, constitute the Board of Directors of the Company (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; *provided, however,* that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

iv. A sale or disposition of all or substantially all of the operating assets of the Company to an unrelated party; or

v. Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

7. **Additional Provisions.**

(a) This Agreement constitutes the entire agreement between the parties concerning the grant of a Restricted Stock Unit Award. This Agreement does not affect any other agreements between Company and Employee. This Agreement may not be modified or amended except by a written instrument signed by both parties.

(b) This Agreement and the provisions hereof shall be construed, given effect and governed by the laws of the State of Colorado, and in the event of a breach of this Agreement by any of the parties, in addition to other specific remedies herein, the other party shall have all remedies at law or equity provided by the laws of the State of Colorado. Venue for any action shall be in the United States District Court for the District of Colorado or the District Court of Jefferson County, Colorado. Each party waives any objection they might have to the laying of venue in such courts, including but not limited to objections based on lack of personal jurisdiction, improper venue, or inconvenience of the forum.

(c) Each party has reviewed this Agreement and has had the opportunity to consult with counsel regarding the provisions thereof, and accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

(d) The parties hereby unconditionally waive their right to a jury trial of any claim or cause of action based upon or arising out of, directly or indirectly, this Agreement.

(e) If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain fully enforceable according to their terms.

(f) This Agreement may be executed in counterparts, including fax or other electronic counterparts, and all counterparts together shall constitute one executed agreement.

DATED this 16th day of January, 2017.

GENERAL MOLY, INC.: **EMPLOYEE:**

By_/s/ Bruce Hansen_____ **/s/ R. Scott Roswell_____**
Bruce Hansen / 1/16/17 **R. Scott Roswell / 1/16/17**

Chief Executive Officer

EXHIBIT 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Bruce D. Hansen, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of General Moly, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a—15(f) and 15d—15(f)) for the registrant and have:

a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: May 1, 2017

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

EXHIBIT 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Lee M. Shumway, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of General Moly, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a—15(f) and 15d—15(f)) for the registrant and have:

a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: May 1, 2017

By: /s/ Lee M. Shumway
Name: Lee M. Shumway
Title: Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Bruce D. Hansen, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of General Moly, Inc. for the quarter ended March 31, 2017 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of General Moly, Inc.

Dated: May 1, 2017

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

EXHIBIT 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Lee M. Shumway, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of General Moly, Inc. for the quarter ended March 31, 2017 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of General Moly, Inc.

Dated: May 1, 2017

By: /s/ Lee M. Shumway
Name: Lee M. Shumway
Title: Chief Financial Officer