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 June 30, 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, a 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 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 August 9, 2017, was 111,167,877.

PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

GENERAL MOLY, INC.
CONSOLIDATED BALANCE SHEETS

(In thousands, except par value and share amounts)

	June 30, 2017 (unaudited)	December 31, 2016
ASSETS:		
CURRENT ASSETS		
Cash and cash equivalents	$ 5,289	$ 8,470
Deposits, prepaid expenses and other current assets	129	89
Total Current Assets	5,418	8,559
Mining properties, land and water rights	224,241	223,286
Deposits on project property, plant and equipment	87,467	87,244
Restricted cash held at EMLLC	11,046	13,025
Restricted cash held for loan procurement	1,013	1,175
Restricted cash held for reclamation bonds	799	782
Non-mining property and equipment, net	249	221
Other assets	2,994	2,994
TOTAL ASSETS	$ 333,227	$ 337,286
LIABILITIES, CRCNI, AND EQUITY:		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	$ 646	$ 855
Accrued advance royalties	500	500
Current portion of long term debt	84	165
Total Current Liabilities	1,230	1,520
Provision for post closure reclamation and remediation costs	1,649	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	5,687	5,540
Return of Contributions Payable to POS-Minerals	33,641	33,641
Other accrued liabilities	2,125	2,125
Total Liabilities	54,872	54,953
COMMITMENTS AND CONTINGENCIES - NOTE 12		
CONTINGENTLY REDEEMABLE NONCONTROLLING INTEREST ("CRNCI")	172,644	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	281,804	281,900
Accumulated deficit during exploration and development stage	(176,204)	(172,337)
Total Equity	105,711	109,674
TOTAL LIABILITIES, CRNCI, AND EQUITY	$ 333,227	$ 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		Six Months Ended	
	June 30, 2017	June 30, 2016	June 30, 2017	June 30, 2016
REVENUES	$ —	$ —	$ —	$ —
OPERATING EXPENSES:				
Exploration and evaluation	137	118	274	664
General and administrative expense	1,586	1,546	3,094	2,908
TOTAL OPERATING EXPENSES	1,723	1,664	3,368	3,572
LOSS FROM OPERATIONS	(1,723)	(1,664)	(3,368)	(3,572)
OTHER INCOME/(EXPENSE):				
Interest expense	(225)	(250)	(514)	(499)
TOTAL OTHER (EXPENSE)/INCOME, NET	(225)	(250)	(514)	(499)
LOSS BEFORE INCOME TAXES	(1,948)	(1,914)	(3,882)	(4,071)
Income Taxes	—	—	—	—
CONSOLIDATED NET LOSS	$ (1,948)	$ (1,914)	$ (3,882)	$ (4,071)
Less: Net loss attributable to CRNCI	5	4	15	8
NET LOSS ATTRIBUTABLE TO GMI	$ (1,943)	$ (1,910)	$ (3,867)	$ (4,063)
Basic and diluted net loss attributable to GMI per share of common stock	$ (0.02)	$ (0.02)	$ (0.03)	$ (0.04)
Weighted average number of shares outstanding — basic and diluted	111,168	110,568	111,128	110,462
COMPREHENSIVE LOSS	$ (1,943)	$ (1,910)	$ (3,867)	$ (4,063)

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

GENERAL MOLY, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

(Unaudited — In thousands)

	Six Months Ended	
	June 30, 2017	June 30, 2016
CASH FLOWS FROM OPERATING ACTIVITIES:		
Consolidated Net loss	$ (3,882)	$ (4,071)
Adjustments to reconcile net loss to net cash used by operating activities:		
Depreciation and amortization	133	122
Non-cash interest expense	147	133
Stock-based compensation for employees and directors	(51)	219
(Increase) in deposits, prepaid expenses and other	(40)	(5)
(Decrease) in accounts payable and accrued liabilities	(471)	(1,223)
Increase(decrease) in post closure reclamation and remediation costs	9	(106)
Net cash used by operating activities	(4,155)	(4,931)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase and development of mining properties, land and water rights	(949)	(477)
Deposits on property, plant and equipment	(60)	(1,346)
Decrease in restricted cash	2,124	6,148
Net cash used by investing activities	1,115	4,325
CASH FLOWS FROM FINANCING ACTIVITIES:		
Stock proceeds, net of issuance costs	(60)	(57)
Repayment of Long-Term Debt	(81)	(76)
Net cash used by financing activities:	(141)	(133)
Net (decrease)increase in cash and cash equivalents	(3,181)	(739)
Cash and cash equivalents, beginning of period	8,470	13,047
Cash and cash equivalents, end of period	$ 5,289	$ 12,308
NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Equity compensation capitalized as development	$ 15	$ 20
Accrued portion of advance royalties	—	500
Noncash change in deposits on property, plant and equipment	163	56

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. The Company is continuing its efforts to both obtain financing for and develop the Mt. Hope Project. However, the combination of depressed molybdenum prices and legal challenges to our water rights has further delayed ongoing development at the Mt. Hope Project. We also continue to evaluate 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 payable 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 June 30, 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 June 30, 2017, the aggregate amount of deemed capital contributions of both parties was $1,083.9 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 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 $11.0 million and $13.0 million at June 30, 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 (the "AMER 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, and 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 he was appointed to the Board of Directors on December 3, 2015.

On August 7, 2017, the Company and AMER entered into a second amendment to the Investment and Securities Purchase Agreement, under which the second tranche of AMER's investment is anticipated to close no later than September 30, 2017 and will include a $6.0 million private placement representing 14.6 million shares, priced at $0.41 per share.

The third tranche of the amended AMER Investment Agreement will include a $10.0 million private placement representing 20.0 million shares, priced at $0.50 per share. Completion of the third tranche is anticipated to occur on the later of (i) March 31, 2018 or 90 days following the close of a joint business opportunity involving use of 10.0 million shares of General Moly stock or (ii) 90 days after reinstatement of water permits from the Nevada State Engineer for the Mt. Hope Project. After the third tranche of the agreement is completed, AMER will be entitled to nominate a second director to General Moly's Board of Directors.

The further amended AMER Investment Agreement reaffirms continuation of the strategic partnership formed between the Company and AMER to assist in obtaining full financing for the Mt. Hope Project. The issuance of shares in connection with the third tranche of the AMER Investment Agreement may be subject to General Moly stockholder approval.

In addition to the AMER 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, equity interests, or the acquisition of both core and non-core assets. Through June 30, 2017, the Company and AMER have spent approximately $1.0 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 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 be entitled to nominate a third Director to General Moly's Board of Directors. All conditions under the warrant agreement were originally required to be completed no later than April 17, 2017 in order for the AMER Warrants to vest and become exercisable. As the Bank Loan was not available on this date, on April 17, 2017, and again subsequently on June 16, 2017, July 16, 2017, and August 7, 2017, the Company and AMER entered into the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment (the "Warrant Amendments") to the AMER Warrants. With the Fourth Amendment, the Company and AMER agreed to extend the deadline for satisfaction of all conditions to vesting of the AMER Warrants to the third anniversary of the issuance of the ROD for the Mt. Hope Project, discussed below in Note 12, Permitting Considerations.

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 continues its support and agreement to work with the Company to procure 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 million cash inflow to the Company. Additionally, as discussed in Note 1 above, on August 7, 2017, the Company and AMER entered into Amendment No. 2 to the Investment and Securities Purchase Agreement setting the closing date for Tranche 2 on September 30, 2017 and removing the provision that makes the receipt of the second tranche contingent on the Nevada State Engineer restoring water permits for the Mt. Hope Project and for the price of molybdenum to average in excess of $8/lb for a 30 consecutive calendar day period. When Tranche 2 closes, it will provide a $6.0 million cash inflow to the Company on September 30, 2017. Based on our current operating forecast, and the combination of the liquidity provided by Amendment No. 2 and our current cash on hand, the Company expects to be able to fund its operations and meet its financial obligations well into the second quarter of 2019. However, there can be no assurance that the Company will be successful in achieving its forecast.

Additionally, there is no assurance that the Company will be successful in 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 June 30, 2017 (in millions):

Year	As of June 30, 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 $11.0 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, as described in Note 1.

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 June 30, 2017, the LLC has made deposits and/or final payments of $87.5 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 $17.1 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 ongoing cash conservation plan, our current 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, the balance of which was $11.0 million and $13.0 million at June 30, 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 working capital needs into the second quarter of 2018. As discussed in Note 4 below, we are working with the Nevada Department of Environmental Protection ("NDEP") on an updated closure plan for the Liberty Project that may require additional cash outlays this year and in 2018. Additional potential funding sources include public or private equity offerings, including closing tranche 3 with respect to the remaining $10.0 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 $74,000 loss primarily associated with accretion of its reclamation obligations, of which $15,000 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 payable 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 June 30, 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 June 30, 2017 and December 31, 2016, respectively, were as follows:

	June 30, 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	1,735,553	1,105,435
Stock Appreciation Rights	1,015,230	1,269,101

These awards were not included in the computation of diluted loss per share for the three and six months ended June 30, 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 Convertible 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 Convertible 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 June 30, 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 classified as current based on the completion of payments contractually required under the mortgage by December 31, 2017.

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

Leases (Topic 842)

In February 2016, the FASB issued Accounting Standards Update ("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.

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

In March 2016, the FASB issued 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. The Company implemented this standard effective December 31, 2016 and elected to continue to

estimate the number of awards that are expected to vest for forfeiture purposes. Implementation of this standard did not have a material impact on the Company's financial statements.

Statement of Cash Flows (Topic 230): Restricted Cash

In November 2016, the FASB issued ASU 2016-18 Statement of Cash Flows (Topic 230): Restricted Cash. The update requires that the statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The Company is currently reviewing the standard to determine the impact on its financial statements.

Compensation – Stock Compensation (Topic 718): Scope of Modification Accounting

In May 2017, the FASB issued ASU 2017-09 Compensation – Stock Compensation (Topic 718): Scope of Modification Accounting. The update clarifies when an entity is required to use modification upon a change in the terms or conditions of a share-based payment award. 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.

The Nevada Division of Environmental Protection (NDEP) has identified environmental concerns with some Liberty Project facilities acquired with the property. NDEP's concerns are related to aspects of previously approved closure plans required by Nevada regulation. We are evaluating options, and anticipate providing a proposal to NDEP in the next few months to address these concerns. It is anticipated that this will require additional cash outlays in 2017 and 2018.

On August 1, 2017, the Company through its wholly owned subsidiary Liberty Moly, LLC entered into an Option Agreement and Land Lease Agreement (if the option is exercised) with SRPV, a subsidiary of SolarReserve, LLC of Santa Monica, California for photovoltaic solar energy development. The Agreement provides for a three-year option to lease a minimum of 500 acres and easements associated with vacant land. If the option is exercised, the parties will enter into a 30-year lease for up to 700 acres of land, with an option to extend for an additional five years at the end of the initial lease term. The vacant land parcel is wholly owned by the Company, and its use by the photovoltaic solar project will not impact the Liberty Project's future proposed mining plans.

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 primary costs associated with these claims and properties are minimal and relate to claim fees and property taxes.

Summary. The following is a summary of mining properties, land and water rights at June 30, 2017 and December 31, 2016 (in thousands):

	At June 30, 2017	At December 31, 2016
Mt. Hope Project:		
Development costs	$ 172,849	$ 171,892
Mineral, land and water rights	11,324	11,324
Advance Royalties	30,300	30,300
Total Mt. Hope Project	214,473	213,516
Total Liberty Project	9,687	9,689
Other Properties	81	81
Total	$ 224,241	$ 223,286

Development costs of $172.8 million as of June 30, 2017 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 $87.5 million at June 30, 2017 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	52
Adjustments*	9
At June 30, 2017	$ 1,515

* 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 $5.8 million at June 30, 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.

As of June 30, 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 June 30, 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 and is 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 June 30, 2017	$ 15	$ 118

* Includes reduced / reclaimed disturbance

NOTE 6 — SENIOR CONVERTIBLE PROMISSORY NOTES

In December 2014, the Company sold and issued 85,350 Units consisting of Convertible Notes with warrants (the "Notes 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 Convertible 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 Convertible Notes and equity for the Notes 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 Notes Warrants and $7.7 million as Convertible Notes. The Company received net proceeds from the sale of the Convertible 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 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 mature on December 26, 2019 unless earlier redeemed, repurchased or converted. The Company may redeem the Convertible 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 Convertible 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 Convertible 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 Convertible Notes. Each Convertible 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 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.

If the Company undergoes a "fundamental change", the Convertible Notes will be redeemed for cash at a repurchase price equal to 100% of the principal amount of the Convertible 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 Convertible 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.

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 Convertible 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 Convertible Notes would be converted or held at each decision point. Within the lattice model, the Company assumes that the Convertible Notes will be converted early if the conversion value is greater than the holding value.

As of June 30, 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 $6.9 million and $7.1 million at June 30, 2017 and December 31, 2016, respectively. As of June 30, 2017, the carrying value of the Promissory Notes was $1.3 million. The fair value of the Promissory Notes was $1.0 million at June 30, 2017.

The embedded derivatives recorded in the Convertible Notes at fair value were $0.1 million and $0.1 million at June 30, 2017 and December 31, 2016, respectively. The changes in the estimated fair value of the embedded derivatives during the six months ended June 30, 2017 resulted in a net gain of approximately $21,000. 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 Notes, embedded derivatives, and Promissory Notes 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 Convertible Notes); (iii) Conversion Price (as defined in the Convertible 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:

	June 30, 2017	December 31, 2016
Stock Price	$ 0.37	$ 0.25
Maturity Date	December 31, 2019	December 31, 2019
Risk-Free Interest Rate	1.47%	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 and six months ended June 30, 2017, we issued nil and 556,590 shares of common stock pursuant to stock awards under the 2006 Equity Incentive Plan, respectively.

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 Notes Warrants in connection with the private placement of its 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 Notes 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 June 30, 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, and again subsequently on June 16, 2017, July 16, 2017 and August 7, 2017, the Company and AMER entered into the First Amendment, Second Amendment, Third Amendment and Fourth Amendment (the "Warrant Amendments") to the AMER Warrants. With the Fourth Amendment, the Company and AMER agreed to extend the deadline for satisfaction of all conditions to vesting of the AMER Warrants to the third anniversary of the issuance of the ROD for the Mt. Hope Project, discussed below in Note 12.

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.

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 June 30, 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 5,043,019 remain available for issuance as of June 30, 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 June 30, 2017, there was $0.9 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 June 30, 2017, the outstanding and exercisable (fully vested) options and SARs had an aggregate intrinsic value of nil and had a weighted-average remaining contractual term of 2.2 years. No options or SARs were exercised during the six months ended June 30, 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 six months ended June 30, 2017, the weighted-average grant date fair value for Stock Awards was $0.29. The total fair value of stock awards vested during the six months ended June 30, 2017 is $0.2 million.

Summary of Equity Incentive Awards

The following table summarizes activity under the Plans during the six months ended June 30, 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	—	—	0.20	(755,000)
Awards Forfeited	3.22	(151,460)	3.22	(49,882)
Awards Expired	1.12	(102,411)	—	—
Balance at June 30, 2017	3.22	1,015,230	1.44	1,735,553
Exercisable at June 30, 2017	3.02	122,334		

A summary of the status of the non-vested awards as of June 30, 2017 and changes during the six months then 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	—	—	0.20	(755,000)
Awards Forfeited	3.22	(151,460)	3.22	(49,882)
Balance at June 30, 2017	3.25	892,896	1.44	1,735,553

NOTE 10 — CHANGES IN CONTINGENTLY REDEEMABLE NONCONTROLLING INTEREST AND EQUITY

	Activity for Six Months Ended	
Changes CRNCI (Dollars in thousands)	June 30, 2017	June 30, 2016
Total CRNCI December 31, 2016 and 2015, respectively	$ 172,659	$ 173,265
Capital Contributions Attributable to CRNCI	—	243
Net Loss Attributable to CRNCI	(15)	(8)
Total CRNCI June 30, 2017 and 2016, respectively	$ 172,644	$ 173,500

* See Note 1 for additional discussion of the Return of Contributions and associated Capital Contributions Attributable to CRNCI.

	Activity for Six Months Ended	
Changes in Equity	June 30, 2017	June 30, 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	281,562
Restricted stock net share settlement	(45)	(59)
Stock based compensation	(51)	239
At end of period	281,804	281,742
Accumulated deficit:		
At beginning of period	(172,337)	(164,269)
Consolidated net loss	(3,867)	(4,063)
At end of period	(176,204)	(168,332)
Total Equity June 30, 2017, and 2016, respectively	$ 105,711	$ 113,521

NOTE 11 — INCOME TAXES

At June 30, 2017 and December 31, 2016 we had deferred tax assets principally arising from the net operating loss carry-forwards for income tax purposes. 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 June 30, 2017 and December 31, 2016.

As of June 30, 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 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 MHMI for the Mt. Hope Project 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 June 30, 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 June 30, 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 also accrued $1.5 million in Annual Advance Royalty payments which will be due in four $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 June 30, 2017, the LLC has made deposits and/or final payments of $87.5 million on equipment orders and has spent approximately $199.4 million for the development of the Mt. Hope Project, for a total Mt. Hope Project inception-to-date spend of $286.9 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. In January 2016, 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 $39,000 in payments over the next three years. Operating leases consist primarily of rents on office facilities and office equipment. Our expected payments are $39,000, 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, but 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 will 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. The NOI was published in the Federal Register on July 19, 2017. With publication of notice announcing preparation of a SEIS, we are working with the BLM to complete the draft SEIS and participating with the necessary public review to receive a new ROD authorizing 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 June 30, 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 filed an appeal to the Nevada Supreme Court concerning the District Court's interpretation of the Supreme Court's Opinion and also argued that the District Court acted in excess of its judicial authority in violation of Nevada's Constitution and Statutes. The Company filed a similar appeal to the Nevada Supreme Court. The Nevada Supreme Court conducted Oral Argument on May 1, 2017. The parties await a decision from the Nevada Supreme Court, anticipated to be received later in 2017.

Notwithstanding the pendency of the appeal to the Nevada Supreme Court, the Company is working to reobtain its water permits with the new change applications that it filed with the State Engineer, following the Nevada Supreme Court's September 2015 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 remains 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 "Superfund" sites 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 August 1, 2017, the Company entered into an Option Agreement and Land Lease Agreement (if the option is exercised) with SRPV, a subsidiary of SolarReserve, LLC of Santa Monica, California for photovoltaic solar energy development at General Moly's Liberty Project. The Agreement provides for a three-year option to lease a minimum of 500 acres and easements associated with vacant land owned by the Liberty Project near Tonopah, Nevada. If the option is exercised, the parties will enter into a 30-year lease for up to 700 acres of land, with an option to extend for an additional five years at the end of the initial lease term. The vacant land parcel is wholly owned by the Company, and its use by the photovoltaic solar project will not impact the Liberty Project's future proposed mining plans.

Additionally, as noted above in Note 1, on August 7, 2017, the Company and AMER entered into a second amendment to the Investment and Securities Purchase Agreement, under which the second tranche of AMER's investment will close no later than September 30, 2017 and will include a $6.0 million private placement representing 14.6 million shares, priced at $0.41 per share.

The third tranche of the amended AMER Investment Agreement will include a $10.0 million private placement representing 20.0 million shares, priced at $0.50 per share. Completion of the third tranche is anticipated to occur on ther earlier of (i) March 31, 2018, (ii) 90 days following the close of a joint business opportunity involving use of 10.0 million shares of General Moly stock, or (iii) 90 days after reinstatement of water permits from the Nevada State Engineer for the Mt. Hope Project. After the third tranche of the agreement is completed, AMER will be entitled to nominate a second director to General Moly's Board of Directors.

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 and six months ended June 30, 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 payable 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 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 June 30, 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 June 30, 2017, the aggregate amount of deemed capital contributions of both parties was $1,083.9 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 $11.0 million and $13.0 million at June 30, 2017 and December 31, 2016, respectively.

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.

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. 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, but 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 will 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. The NOI was published in the Federal Register on July 19 2017. With publication of notice announcing preparation of a SEIS, we are working with the BLM to complete the draft SEIS and participating with the necessary public review to receive a new ROD authorizing 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 June 30, 2017, the surety bond program is funded with a cash collateral payment of $0.3 million.

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 filed an appeal to the Nevada Supreme Court concerning the District Court's interpretation of the Supreme Court's Opinion and also argued that the District Court acted in excess of its judicial authority in violation of Nevada's Constitution and Statutes. The Company filed a similar appeal to the Nevada Supreme Court. The Nevada Supreme Court conducted Oral Argument on May 1, 2017. The parties await a decision from the Nevada Supreme Court, anticipated to be received later in 2017.

Notwithstanding the pendency of the appeal to the Nevada Supreme Court, the Company is working to reobtain its water permits with the new change applications that it filed with the State Engineer, following the Nevada Supreme Court's September 2015 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 remains 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 June 30, 2017, the LLC spent approximately $286.9 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 June 30, 2017, the LLC has made deposits and/or final payments of $87.5 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

During the second quarter of 2017, the U.S. molybdenum oxide price per pound ranged from a high of $9.10 in April 2017 to a low of $7.30 in June 2017. This is compared with the 52-week range of a low of $6.60 per pound at year-end 2016 and the recent high of $9.10 in April.

From the beginning of 2017 to April 2017, molybdenum prices rose on stronger demand for stainless steel in China and higher global steel demand, according to Roskill, a metals and minerals research firm, based in the United Kingdom. Molybdenum demand in China and globally had softened by June 2017.

Roskill anticipates higher molybdenum prices as demand for molybdenum from the stainless steel industry to rebound in late 2017, continuing into 2018 with expected tight molybdenum supply. Roskill projects that stainless steel production will grow by 2.9% in 2017.

During 2016, the molybdenum market saw a slow recovery from 2015 with a range of between $5.20 and $8.10 per pound. Led by China, stainless steel production worldwide increased by 10.2% to 45.8 million tonnes in 2016 over 2015, according to the International Stainless Steel Forum.

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 June 30, 2017

Our total consolidated cash balance at June 30, 2017 was $5.3 million compared to $8.5 million at December 31, 2016, representing a decrease of $3.2 million due to a variety of cash inflows and outflows. Outflows included $0.9 million in development costs for the Mt. Hope Project, $0.1 million at the Liberty Project and $4.2 million in general and administrative costs, offset by an inflow of funds released from the reserve account of $2.0 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 June 30, 2017 was $11.0 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.

As discussed in Note 1 above, on August 7, 2017, the Company and AMER entered into Amendment No. 2 to the Investment and Securities Purchase Agreement setting the closing date for Tranche 2 on September 30, 2017 and removing the provision that makes the receipt of the second tranche contingent on the Nevada State Engineer restoring permits for the Mt. Hope Project's water permits and for the price of molybdenum to average in excess of $8/lb for a 30 consecutive calendar day period. When Tranche 2 closes, it will provide a $6.0 million cash inflow to the Company on September 30, 2017, of which $5.5 million will be available for general corporate purposes and $0.5 million will be placed in the expense resimbursement account, discussed in Note 1. Based on our current operating forecast, and the combination of the liquidity provided by Amendment No. 2 and our current cash on hand, the Company expects to be able to fund its operations and meet its financial obligations through for a period of at least two years from the issuance date of these financial statements. However, there can be no assurance that the Company will be successful in achieving its forecast. Additionally, is no assurance that the Company will be successful in 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 declared effective by the SEC on April 26, 2017.

With our ongoing cash conservation plan, our current 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, the balance of which was $11.0 million and $13.0 million at June 30, 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 working capital needs into the second quarter of 2019. As discussed in Note 4 below, we are working with the Nevada Department of Environmental Protection ("NDEP") on an updated closure plan for the Liberty Project that may require additional cash outlays this year and in 2018. Additional potential funding sources include public or private equity offerings, including closing of tranche 3 with respect to the remaining $10.0 million investment from AMER described in Note 1 to the consolidated financial statements, 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 June 30, 2017 decreased to $333.2 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 June 30, 2017 Compared to Three Months Ended June 30, 2016

For the three months ended June 30, 2017, we had a consolidated net loss of $1.9 million compared with a net loss of $1.9 million in the same period for 2016.

For the three months ended June 30, 2017 and 2016, exploration and evaluation expenses were $0.1 million and $0.1 million, primarily related to ongoing care and maintenance.

For the three months ended June 30, 2017 and 2016, general and administrative expenses were $1.6 million and $1.5 million, respectively. Approximately $0.3 million of the spending in 2017 was associated with due diligence efforts assessing value-accretive acquisition opportunities in base metal projects jointly with our long-term strategic partner AMER.

Interest expense for the three months ended June 30, 2017 and 2016 was $0.2 million and $0.3 million, respectively, due primarily to a smaller non-cash mark to market adjustment related to the Convertible Notes in 2017 than 2016.

Six Months Ended June 30, 2017 Compared to Six Months Ended June 30, 2016

For the six months ended June 30, 2017, we had a consolidated net loss of $3.9 million compared with a net loss of $4.1 million in the same period for 2016.

For the six months ended June 30, 2017 and 2016, exploration and evaluation expenses were $0.3 million and $0.7 million, respectively due to leach pad maintenance and repair performed at our Liberty property in early 2016 as well as ongoing care and maintenance.

For the six months ended June 30, 2017 and 2016, general and administrative expenses were $3.1 million and $2.9 million, respectively. Approximately $0.3 million of the spend in 2017 was associated with due diligence efforts assessing value-accretive acquisition opportunities in base metal projects jointly with our long-term strategic partner AMER.

Interest expense for the six months ended June 30, 2017 and 2016 was $0.5 million and $0.5 million, respectively.

Contractual Obligations

Through June 30, 2017, the LLC has made deposits and/or final payments of $87.5 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. The remaining $17.1 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 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 $39,000 in payments over the next three years. Operating leases consist primarily of rents on office facilities and office equipment. Our expected payments are $39,000, 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 June 30, 2017, financial statements and is included in mining properties, land, and water rights.

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 June 30, 2017, we had a balance of cash and cash equivalents of $5.3 million and restricted cash of $12.9 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 June 30, 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 filed an appeal to the Nevada Supreme Court concerning the District Court's interpretation of the Supreme Court's Opinion and also argued that the District Court acted in excess of its judicial authority in violation of Nevada's Constitution and Statutes. The Company filed a similar appeal to the Nevada Supreme Court. The Nevada Supreme Court conducted Oral Argument on May 1, 2017. The parties await a decision from the Nevada Supreme Court, anticipated to be received later in 2017.

Notwithstanding the pendency of the appeal to the Nevada Supreme Court, the Company is working to reobtain its water permits with the new change applications that it filed with the State Engineer, following the Nevada Supreme Court's September 2015 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 remains 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, but 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 will 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. The NOI was published in the Federal Register on July 19 2017. With publication of notice announcing preparation of a SEIS, we are working with the BLM to complete the draft SEIS and participating with the necessary public review to receive a new ROD authorizing 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;
- completing and financially supporting required closure obligations from the Nevada Depatment of Environmental Quality at the Liberty Project
- fluctuations in the market price of, and demand for, molybdenum, copper and other metals;
- we may be unsuccessful in obtaining financing to support the evaluation and potential bid for other base metal opportunities, that may include outright acquisitions, privatizations, or significant minority interest investments;
- 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	At the Market Offering Agreement, dated April 12, 2017, by and between the Company and Rodman & Renshaw, a unit of H.C. Wainwright & Co., LLC (Filed as Exhibit 1.2 to our Registration Statement on Form S-3 filed on April 12, 2017)
10.2	First Amendment to Warrant by and between General Moly, Inc. and Amer International Group Co. Ltd. dated April 17, 2017 (Filed as Exhibit 10.2 to our Current Report on Form 8-K filed on April 18, 2017)
10.3	Second Amendment to Warrant by and between General Moly, Inc. and Amer International Group Co. Ltd. dated June 16, 2017 (Filed as Exhibit 10.3 to our Current Report on Form 8-K filed on June 20, 2017)
10.4	Employment Agreement, dated as of May 12, 2017, between the Company and Amanda J. Corrion (filed herewith).
31.1	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
32.1	Certification of Chief Executive Officer and 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: August 14, 2017

GENERAL MOLY, INC.

By: /s/ Amanda J. Corrion
Amanda J. Corrion
Controller and Principal Accounting Officer

Exhibit 10.4

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of the 12th day of May, 2017 (the "Effective Date"), between GENERAL MOLY, INC., a Delaware corporation (the "Company"), and AMANDA J. CORRION ("Executive").

RECITALS

A. The Company is in the exploration, development and mining business.

B. Executive has been employed by the Company as its Corporate Controller since March 7, 2016 and has received the current appointment to Principal Accounting Officer ("PAO") effective May 12, 2017, and prior thereto, has held other managerial positions in the Company's accounting and Controller's offices since August 13, 2008.

C. Executive and the Company entered into a Change of Control, Severance, Confidentiality, and Non-Solicitation Agreement effective January 16, 2015.

D. Executive and the Company intend to terminate the Change of Control, Severance, Confidentiality, and Non-Solicitation Agreement contemporaneous with the execution and effectiveness of this Agreement.

E. In connection with Executive's employment with the Company, Executive has had and will continue to have access to confidential, proprietary and trade secret information of the Company and its Affiliates (as defined herein) and relating to the business of the Company and its Affiliates, which confidential, proprietary and trade secret information the Company and its Affiliates desire to protect from disclosure and unfair competition.

F. The Company and Executive now desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the respective covenants and promises of the parties contained herein, the Company and Executive enter into this Agreement and agree as follows:

1. DESCRIPTION OF SERVICES. Executive shall, to the best of her ability, industriously and faithfully perform the responsibilities as Corporate Controller/PAO of the Company as specified in the Company's by-laws and as may be prescribed from time to time by the Company's Chief Executive Officer (the "CEO") or the Board of Directors of the Company (the "Board"). Executive shall devote all of her business time, attention, skill and efforts exclusively to the business and affairs of Company; provided, however, that Executive may serve on other boards as a director or trustee if such service, in the opinion of the Company, does not interfere with her ability to discharge her duties and responsibilities to Company and is not, in the opinion of the Company, in conflict with the specific thrust of the Company's business plan. The Executive shall report to the CEO. Executive's specific responsibilities and duties may be changed from time to time by the Company but she shall be primarily responsible for all aspects of the accounting affairs of the Company, and in conjunction with the CEO and CORPORATE

CONTROLLER/PAO including, without limitation, financial reports and analysis, tax reporting and compliance, budget preparation, general accounting, payroll, billing, accounts payable, credit and collections, fixed asset and cash management, information systems, and management and supervision of staff assigned to report to Executive. The Company may also establish goals for the Company and/or for Executive from time to time which Executive will be responsible to attain.

2 . TERM. Subject to the provisions for early termination as hereinafter provided, Executive's employment under the terms and conditions of this Agreement shall commence as of the Effective Date and shall automatically renew for a successive twelve (12) month term on each annual anniversary of the Effective Date of this Agreement, unless upon ninety (90) days' notice to Executive, Company shall notify Executive of its decision to not renew the Agreement for another successive twelve (12) month term and therefore this Agreement shall automatically terminate on December 31st of the year of such notice, provided that if a Change of Control occurs prior to the expiration of the Term specified in the preceding clause and the Term would otherwise expire during the one-year period immediately following the Change of Control (the "Transition Period") as a result of application of the preceding clause, then the Term shall end upon expiration of the Transition Period. If Executive remains employed by the Company after the Term has ended, then such continued employment will be based on such terms and conditions as may be established from time to time by the Company, with no agreement or assurance under this Agreement that Executive will be entitled to any separation pay or benefits upon any termination of such continued employment.

3. COMPENSATION.

3.1. Base Compensation. During the Term, base compensation shall be payable to Executive based on an annual rate determined by the Board from time to time ("Base Compensation"). As of the Effective Date, Executive's Base Compensation shall be ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS ($155,000.00). Base Compensation shall be payable bi-weekly in arrears in accordance with the Company's regular payroll procedures, policies and practices. Base Compensation may be reviewed and adjusted upward annually by the Board as it deems appropriate.

3.2. Incentive Compensation.

(a) Incentive Cash Awards. Executive shall be eligible to receive such incentive cash awards as the Board may determine from time to time. All incentive cash awards shall be paid in a lump sum, on a date determined by the Company, on or before March 15 of the calendar year following the calendar year in which the incentive cash award is earned.

(b) Equity-Based Incentives. Executive shall be eligible to receive such equity-based incentive awards from time to time under the Company's 2006 Equity Incentive Plan, as may be amended from time to time (the "Equity Incentive Plan"), as the Board or the Compensation Committee of the Board determines in its discretion from time to time.

3.3 Payments Subject to Deductions. All payments to Executive under Sections 3.1 and 3.2 shall be subject to the customary withholding taxes and the other employee taxes as required by law and deductions authorized by Executive.

3 . 4 Business Expenses/Reimbursement of Disallowed Expenses. During the Term, the Company shall reimburse Executive for other reasonable and necessary business expenses in connection with the performance by Executive of her duties or services hereunder, including business, entertainment and travel, subject to compliance with such policies regarding expenses and expense reimbursements as may be adopted from time to time by the Company. If any compensation payment, medical reimbursement, employee fringe benefit, expense allowance payment or other expense incurred by the Company for the benefit of Executive is disallowed in whole or in part as a deductible expense of the Company for federal or state income tax purposes for reasons other than the failure to qualify as "performance-based compensation" for purposes of Code Section 162(m), Executive shall reimburse the Company, upon notice and demand, to the full extent of the disallowance. In lieu of payment by Executive to the Company, Executive authorizes the Company to withhold amounts from Executive's future compensation payments until the amount owed to the Company has been fully recovered. The Company shall not be required to legally defend any proposed disallowance and the amount required to be reimbursed by Executive shall be the amount, as finally determined by agreement or otherwise, which is actually disallowed as a deduction. This legally enforceable obligation is in accordance with the provisions of Revenue Ruling 69-115 and is for the purpose of entitling Executive to a business expense deduction for the taxable year in which the repayment is made to the Company. In this manner, the Company shall be protected from having to bear the entire burden of a disallowed expense item.

3.5 Fringe Benefits. During the Term, Executive shall be entitled to participate in the retirement and health and welfare benefits offered generally by Company to its employees, to the extent that Executive's position, tenure, salary, health, and other qualifications make Executive eligible to participate. Executive's participation in such benefits shall be subject to the terms of the applicable plans, as the same may be amended from time to time. Company does not guarantee the adoption or continuance of any particular employee benefit during Executive's employment, and nothing in this Agreement is intended to, or shall in any way restrict the right of Company, to amend, modify or terminate any of its benefits during the Term of this Agreement. Executive also will be entitled to all normal and customary perquisites of employment, including paid-time-off of twenty (20) days per year, available to employees of the Company at Executive's level, subject to the stated terms and conditions of such perquisites.

3 . 6 Indemnity. The Company agrees to indemnify Executive for acts or omissions pursuant to its current Indemnity Agreement, a copy of which has been provided to Executive.

4. TERMINATION; EFFECT OF TERMINATION.

4.1. Termination Date. Executive's employment with the Company hereunder may be terminated as provided in Section 4.2. Executive's "Termination Date" shall be the date Executive's "separation from service" with the Company has occurred for purposes of Section 409A of the Internal Revenue Code, as amended, and the regulations and guidance thereunder ("Code").

4.2. Termination Events.

(a) Termination by the Company Without Cause. The Company may terminate Executive's employment with the Company without Cause upon thirty (30) days prior written notice.

(b) Termination by the Company With Cause. The Company may terminate Executive's employment with the Company at any time with Cause, without notice (except as otherwise provided herein). For the purposes of this Agreement, "Cause" means the good faith determination by the Board that:

(i) Executive has neglected, failed or refused to perform her duties as Corporate Controller/PAO (other than as a result of physical or mental illness);

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

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

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

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

(vi) Executive 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; or

(vii) Executive materially breaches her obligations under Section 8 of this Agreement.

With respect to any of the matters set forth in (i) or (ii) above, the Company shall give Executive notice of the deficiency and a reasonable opportunity to correct the deficiency (not to exceed sixty (60) 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, Executive's employment may be terminated for Cause.

(c) Resignation By Executive Without Good Reason. Executive may terminate Executive's employment with the Company without Good Reason upon ninety (90) days prior written notice to the Company, provided the Company may waive the notice period.

(d) Resignation By Executive With Good Reason. Executive may terminate Executive's employment with the Company for Good Reason, subject to the notice and cure requirements provided below. For purposes of this Agreement, "Good Reason" means:

(i) a material diminution in Executive's base compensation;

(ii) a material diminution in Executive's authority, duties or responsibilities;

(iii) a material change of more than 50 miles in the geographic location at which Executive is required to perform services;

(iv) any direction or requirement that Executive engage in conduct that could reasonably be construed to violate local, state or federal law; or

(v) a material failure by the Company to pay Base Compensation due Executive pursuant to this Agreement in a timely manner.

With respect to any of the matters set forth above, Executive shall provide written notice to the Company within ninety (90) days of the initial existence of the Good Reason condition. Upon receipt of such notice, the Company shall have a period of thirty (30) days during which it may remedy the condition and not be required to pay any amount payable under Sections 4.3(b) or 4.4(a) below in connection with a resignation with Good Reason.

(e) Termination Due to Executive's Disability. Executive's employment with the Company shall terminate automatically upon the inability of Executive to satisfactorily perform the duties set forth in Section 1 or as assigned to him by the Company from time to time by reason of mental or non-industrial physical illness or injury for a period of one hundred eighty (180) consecutive days ("Disability").

(f) Termination Due to Executive's Death. Executive's employment with the Company shall terminate automatically upon her death.

(g) Wind Up Activities. Following any notice of termination required under this Section 4.2, the Company and Executive shall cooperate with each other in all matters relating to the winding up of Executive's work on behalf of the Company.

4.3. Payments Upon Termination of Employment Prior to a Change of Control or After The Expiration of the Transition Period.

(a) Involuntary Termination By The Company For Non-Renewal of Annual Twelve (12) Month Term, or Without Cause Prior To a Change of Control or After the Expiration of the Transition Period. If (1) Company should elect not to renew the Term for a successive twelve (12) month term; or (2) Executive's Termination Date occurs (y) during the Term, and (z) prior to a Change of Control or after the expiration of the Transition Period, and if such termination is involuntary at the initiative of the Company without Cause, then, in addition to such Base Compensation that has been earned but not paid to Executive as of the Termination Date, and in consideration of Executive's obligations under Section 8.2 below, the Company shall provide to Executive the payments set forth in this Section 4.3(a), subject to the conditions described in Section 4.5:

(i) Separation Pay. The Company shall pay to Executive an amount equal to **One Half (1/2) of Executive's Base Compensation** as of the Termination Date, representing six (6) months annual base compensation, payable to Executive in approximately equal installments over six (6) months, with such period commencing on the first normal payroll date of the Company after the Termination Date and continuing thereafter in accordance with the Company's regular payroll schedule, but in no event shall such amount paid under this Section 4.3(a)(i) exceed the lesser of two times (A) the limit of compensation set forth in section 401(a)(17) of the Code as in effect for the year in which the Termination Date occurs, or (B) Executive's annualized compensation based upon the annual rate of pay for services to the Company for the calendar year prior to the calendar year in which the Termination Date occurs (adjusted for any increase during that year that was expected to continue indefinitely if the Employee had not separated from service). The Company and Executive intend the payments under this Section 4.3(a)(i) to be a "separation pay plan due to involuntary separation from service" under Treas. Reg. § 1.409A-1(b)(9)(iii).

(ii) Make-up Payment. In the event that Executive's separation pay under Section 4.3(a)(i) above is limited by application of clause (A) or (B) thereof, then the Company shall make an additional lump sum payment to Executive equal to the difference between (x) one half of Executive's Base Compensation as of the Termination Date and (y) the amount payable to Executive under Section 4.3(a)(i). Such lump sum payment shall be paid to Executive no later than sixty (60) days following the Termination Date, provided that Executive has satisfied the conditions

described in Section 4.5. The Company and Executive intend the payment under this Section 4.3(a)(ii) to be a short-term deferral under Treas. Reg. § 1.409A-1(b)(4).

(b) Resignation By Executive For Good Reason Prior To a Change of Control. If Executive's Termination Date occurs (y) during the Term, and (z) prior to a Change of Control or after the expiration of the Transition Period, and if such termination is the result of Executive's resignation for Good Reason, then, in addition to such Base Compensation that has been earned but not paid to Executive as of the Termination Date, and in consideration of Executive's obligations under Section 8.2 below, the Company shall provide to Executive the payments set forth in this Section 4.3(b), subject to the conditions described in Section 4.5:

(i) Separation Pay. The Company shall pay to Executive an amount equal to **One Half (1/2) of Executive's Base Compensation** as of the Termination Date, representing six (6) months annual base compensation, payable to Executive in approximately equal installments over six (6) months, with such period commencing on the first normal payroll date of the Company after the Termination Date and continuing thereafter in accordance with the Company's regular payroll schedule, but in no event shall such amount paid under this Section 4.3(b)(i) exceed the lesser of two times (A) the limit of compensation set forth in section 401(a)(17) of the Code as in effect for the year in which the Termination Date occurs, or (B) Executive's annualized compensation based upon the annual rate of pay for services to the Company for the calendar year prior to the calendar year in which the Termination Date occurs (adjusted for any increase during that year that was expected to continue indefinitely if the Employee had not separated from service). The Company and Executive intend the payments under this Section 4.3(b)(i) to be a "separation pay plan due to involuntary separation from service" under Treas. Reg. § 1.409A-1(b)(9)(iii).

(ii) Make-up Payment. In the event that Executive's separation pay under Section 4.3(b)(i) above is limited by application of clause (A) or (B) thereof, then the Company shall make an additional lump sum payment to Executive equal to the difference between (x) one half of Executive's Base Compensation as of the Termination Date and (y) the amount payable to Executive under Section 4.3(b)(i). Such lump sum payment shall be paid to Executive no later than sixty (60) days following the Termination Date, provided that Executive has satisfied the conditions described in Section 4.5. The Company and Executive intend the payment under this Section 4.3(b)(ii) to be a short-term deferral under Treas. Reg. § 1.409A-1(b)(4).

(c) Other Termination Prior to a Change of Control or After Expiration of the Transition Period. If Executive's Termination Date occurs (y)

during the Term, and (z) prior to a Change of Control or after the expiration of the Transition Period, and is the result of:

(i) Executive's abandonment of or resignation from employment for any reason other than Good Reason;

(ii) Termination of Executive's employment by the Company for Cause; or

(iii) Executive's death or Disability;

then the Company will pay to Executive, or Executive's beneficiary or Executive's estate, as the case may be, such Base Compensation that has been earned but not paid to Executive as of the Termination Date, payable pursuant to the Company's normal payroll practices and procedures, and Executive shall not be entitled to any additional compensation or benefits provided under this Section 4.

4.4. Payments Upon Termination of Employment During the Transition Period.

(a) Involuntary Termination By The Company Without Cause or Resignation by Executive for Good Reason During the Transition Period. If Executive's Termination Date occurs during the Transition Period, and if such termination is involuntary at the initiative of the Company without Cause or is the result of Executive's resignation for Good Reason, then, in addition to such Base Compensation that has been earned but not paid to Executive as of the Termination Date, and in consideration of Executive's obligations under Section 8.2 below, the Company shall provide to Executive the payments set forth in this Section 4.4(a), subject to the conditions described in Section 4.5:

(i) Lump Sum Separation Pay. The Company shall pay to Executive an amount equal to 100% of Executive's target annual incentive award for one year (as in effect immediately prior to the closing of the Change of Control), less applicable withholdings, payable to Executive in a lump sum no later than sixty (60) days following the Termination Date, provided that Executive has satisfied the conditions described in Section 4.5. The Company and Executive intend the payment under this Section 4.4(a)(i) to be a short-term deferral under Treas. Reg. § 1.409A-1(b)(4).

(ii) Additional Separation Pay. The Company shall pay to Executive an amount equal to **two times Executive's Base Compensation** as of the Termination Date payable to Executive in approximately equal installments over twelve (12) months, with such period commencing on the first normal payroll date of the Company after the Termination Date and continuing thereafter in accordance with the Company's regular payroll schedule, but in no event shall such amount paid under this Section 4.4(a)(ii) exceed the lesser of two times (A) the

limit of compensation set forth in section 401(a)(17) of the Code as in effect for the year in which the Termination Date occurs, or (B) Executive's annualized compensation based upon the annual rate of pay for services to the Company for the calendar year prior to the calendar year in which the Termination Date occurs (adjusted for any increase during that year that was expected to continue indefinitely if the Employee had not separated from service). The Company and Executive intend the payments under this Section 4.4(a)(ii) to be a "separation pay plan due to involuntary separation from service" under Treas. Reg. § 1.409A-1(b)(9)(iii).

(iii) Make-up Payment. In the event that Executive's separation pay under Section 4.4(a)(ii) above is limited by application of clause (A) or (B) thereof, then the Company shall make an additional lump sum payment to Executive equal to the difference between (x) two times Executive's Base Compensation as of the Termination Date and (y) the amount payable to Executive under Section 4.4(a)(ii). Such lump sum payment shall be paid to Executive no later than sixty (60) days following the Termination Date, provided that Executive has satisfied the conditions described in Section 4.5. The Company and Executive intend the payment under this Section 4.4(a)(iii) to be a short-term deferral under Treas. Reg. § 1.409A-1(b)(4).

(b) Other Termination During the Transition Period. If Executive's Termination Date occurs during the Transition Period and is the result of:

(i) Executive's abandonment of or resignation from employment for any reason other than Good Reason;

(ii) termination of Executive's employment by the Company for Cause; or

(iii) Executive's death or Disability;

then the Company will pay to Executive, or Executive's beneficiary or Executive's estate, as the case may be, such Base Compensation that has been earned but not paid to Executive as of the Termination Date, payable pursuant to the Company's normal payroll practices and procedures, and Executive shall not be entitled to any additional compensation or benefits provided under this Section 4.

4.5 Separation Pay Conditions. Notwithstanding anything above to the contrary, the Company will not be obligated to make any payments to Executive under Section 4.3(a), Section 4.3(b) or Section 4.4(a) unless: (i) Executive has signed a release of claims in favor of the Company and its Affiliates and related entities, and their directors, officers, insurers, employees and agents, in a form prescribed by the Company; (ii) all applicable rescission periods provided by law for releases of claims have expired

and Executive has not rescinded the release of claims; and (iii) Executive is in strict compliance with the terms of this Agreement and any other written agreements between the Company and Executive as of the dates of such payments. Any payments scheduled to be paid to Executive pursuant to Section 4.3(a), Section 4.3(b) or Section 4.4(a) on payroll dates occurring before the conditions set forth in clauses (i) and (ii) of this Section 4.5 are satisfied shall be held and paid to Executive as soon as practicable following satisfaction of such conditions.

4.6 Section 409A; Deferred Compensation.

(a) Delay in Payment. Notwithstanding anything in the Agreement to the contrary, if Executive is deemed by the Company at the time of Executive's "separation from service" with the Company to be a "specified employee" under Section 409A of the Code, then any non-exempt deferred compensation 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 Executive's separation from service (or if earlier, Executive's death). Such delay in payment shall only be affected with respect to each separate payment of non-exempt deferred compensation to the extent required to avoid adverse tax treatment to Executive under Section 409A. Any payments or benefits not subject to such delay, shall be paid pursuant to the time and form of payment specified above. Any compensation which would have otherwise been paid during the delay period shall be paid to Executive (or her beneficiary or estate) in a lump sum payment on the first business day following the expiration of the delay period.

(b) 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 of the Code, 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 of the Code, the Company and Executive agree to work together to modify the Agreement to the minimum extent necessary to reasonably comply with the requirements of Section 409A of the Code, provided that the Company shall not be required to provide any additional compensation amounts or benefits and Executive shall be responsible for payment of any and all taxes owed in connection with the consideration provided for under Section 4.3(a), Section 4.3(b) or Section 4.4(a) of this Agreement.

5. CHANGE OF CONTROL.

5.1 Definition. For purposes of this Agreement, "Change of Control" means:

(a) 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 Section 5.1(a), 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 plan (or related trust) sponsored or maintained by the Company or any Affiliate; or

(b) 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 plan (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

(c) 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

(d) A sale or disposition of all or substantially all of the operating assets of the Company to an unrelated party; or

(e) Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

5.2 Parachute Payment Restrictions.

(a) If any payments or benefits (including payments and benefits pursuant to this Agreement or under other compensatory arrangements involving the Executive, including equity-based incentive awards (the "other arrangements")) in the nature of compensation that the Executive would receive in connection with a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company (collectively, "Transaction Payments") would collectively constitute a "parachute payment" within the meaning of Section 280G of the Code, and if the "net after-tax amount" of such parachute payment to the Executive is less than what the net after-tax amount to the Executive would be if the Transaction Payments otherwise constituting the parachute payment were limited to the maximum "parachute value" of Transaction Payments that the Executive could receive without giving rise to any liability for any excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Transaction Payments otherwise constituting the parachute payment shall be reduced so that the parachute value of all Transaction Payments, in the aggregate, will equal the maximum parachute value of all Transaction Payments that the Executive can receive without any Transaction Payments being subject to the Excise Tax. Should such a reduction in Transaction Payments be required, the Executive shall be entitled, subject to the following sentence, to designate those Transaction Payments under this Agreement or the other arrangements that will be reduced or eliminated so as to achieve the specified reduction in Transaction Payments to the Executive and avoid characterization of such Transaction Payments as a parachute payment. The Company will provide the Executive with all information reasonably requested by the Executive to permit the Executive to make such designation. To the extent that the Executive's ability to make such a designation would cause any of the Transaction Payments to become subject to any additional tax under Code Section 409A, or if the Executive fails to make such a designation within ten business days of receiving the requested information from the Company, then the Company shall achieve the necessary reduction in the Transaction Payments by reducing them in the following order: (i) reduction of cash payments payable under this Agreement; (ii) reduction of other payments and benefits to be provided to the Executive; (iii) cancellation or reduction of accelerated vesting of equity-based awards that are subject to performance-based vesting conditions; and (iv) cancellation or reduction of accelerated vesting of equity-based awards that are subject only to service-based vesting conditions. If the acceleration of the vesting of Executive's equity-based awards is to be cancelled or reduced, such acceleration of vesting shall be reduced or cancelled in the reverse order of the date of grant. For purposes of this Section 5.2, a "net after-tax amount" shall be

determined by taking into account all applicable income, excise and employment taxes, whether imposed at the federal, state or local level, including the Excise Tax, and the "parachute value" of a Transaction Payment means the present value as of the date of the Change of Control for purposes of Section 280G of the Code of the portion of such Transaction Payment that constitutes a parachute payment under Section 280G(b)(2) of the Code.

(b) The independent registered public accounting firm engaged by the Company for general audit purposes as of the day prior to the effective date of the Change of Control may be utilized by the Compensation Committee to make all determinations required to be made under this Section 5.2. If the independent registered public accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group affecting the Change of Control, the Compensation Committee may appoint another nationally recognized independent registered public accounting firm to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by any such independent registered public accounting firm retained hereunder. Any good faith determinations of the accounting firm made hereunder shall be final, binding and conclusive upon the Company and Executive.

5 . 3 Effect of Change of Control on Equity Awards. Notwithstanding anything to the contrary in any award agreement pursuant to which an equity-based compensation award has been made to Executive, the effect of a Change of Control (as defined in the Equity Incentive Plan) on any equity-based compensation award granted to Executive during the Term of this Agreement or the term of the Prior Agreement shall be as provided in Section 12(c) of the Equity Incentive Plan. If and to the extent the vesting and exercisability of any such equity-based compensation award has not already been accelerated in full in connection with a Change of Control, as contemplated by clause (ii) of Section 12(c) of the Equity Incentive Plan, then the vesting and exercisability of any such award shall be accelerated in full if Executive's Termination Date occurs during the Transition Period under the circumstances described in 4.4(a) of this Agreement.

6. DISCLOSURE OF INFORMATION.

6.1. Executive acknowledges that she has received and will continue to receive access to non-public, confidential and proprietary business information and trade secrets about the Company and its Affiliates ("Confidential Information"), that this Confidential Information was and will be obtained or developed by the Company at great expense and is zealously guarded by the Company from unauthorized disclosure, and that Executive's possession of this Confidential Information is due solely to Executive's employment with the Company. In recognition of the foregoing, Executive will not at any time during employment or following termination of employment for any reason, disclose, use or make otherwise available to any third party any Confidential Information relating to the Company's or any of its Affiliates' business, including their products, production methods and development; manufacturing and business methods and techniques; trade secrets, data, specifications, developments, inventions, engineering and research activity;

marketing and sales strategies, information and techniques; long and short term plans; current and prospective dealer, customer, vendor, supplier and distributor lists, contacts and information; financial, personnel and information system information; and any other information concerning the business of the Company or its Affiliates. During the term of Executive's employment with the Company and at all times thereafter, Executive shall take reasonable steps to protect the confidentiality of Confidential Information and shall refrain from any acts or omissions that would reduce the value of Confidential Information to the Company or any of its Affiliates. Executive's foregoing obligations regarding Confidential Information do not apply to any knowledge or information to the extent that it (i) is now or subsequently becomes generally publicly known or generally known in the industry in which the Company operates in the form in which it was obtained from the Company (or its applicable Affiliate), (ii) is independently made available to Executive in good faith by a third party who has not violated an obligation of confidentiality to the Company or any of its Affiliates, or (iii) is required by law to be disclosed (but only to the extent such disclosure is required). In the latter event, Executive shall disclose to the Company the event and authority requiring disclosure "required by law" at the first opportunity upon learning of the disclosure request. Nothing contained in the preceding sentence shall be interpreted to legitimize any disclosure of Confidential Information by Executive that occurs outside of any of the events described in items (i) through (iii) above. The parties acknowledge and agree that Executive's obligations under this Section 6 to maintain the confidentiality of the Confidential Information are in addition to any obligations of Executive under applicable statutory or common law.

6.2. Upon termination of employment with the Company, Executive shall deliver to a designated Company representative all records, documents, hardware, software, and all other property of the Company or any of its Affiliates in whatever form and all copies thereof in Executive's possession. Executive acknowledges and agrees that all such materials are the sole property of the Company or its Affiliates and that Executive will certify in writing to the Company at the time of termination that Executive has complied with this obligation.

6.3 For purposes of this Section 6 and this entire Agreement, Affiliate" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, or an unincorporated organization, that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Company.

6.4 Executive acknowledges that Confidential Information constitutes a unique and valuable asset of the Company and its Affiliates and represents a substantial investment of time and expense by the Company and its Affiliates. Executive further acknowledges that the provisions of this Section 6 are reasonable and necessary to protect the legitimate interests of the Company and its Affiliates, and that any violation of this Section 6 by Executive would cause substantial and irreparable harm to the Company and its Affiliates to such an extent that monetary damages alone would be an inadequate remedy. Therefore, in the event that Executive violates any provision of this Section 6, the Company and its Affiliates shall be entitled to immediate injunctive relief (without

the necessity of proving actual damages or posting bond, or if a bond is required, a bond in the amount of $1,000 is deemed sufficient), in addition to all the other remedies it or they may have, restraining Executive from violating or continuing to violate such provision.

7. DISCLOSURE AND ASSIGNMENT OF INVENTIONS.

7.1. Executive agrees to promptly disclose to the Company inventions, ideas, processes, writings, designs, developments and improvements, whether or not protectable under the applicable patent, trademark or copyright statutes, which Executive has made, conceived, reduced to practice or learned during her employment with the Company or which Executive makes, conceives, reduces to practice or learns during the period of employment by Company, either alone or jointly with others, relating to any business in which the Company, during the period of Executive's employment, has been, is or may be concerned ("the Inventions"). Such disclosures shall be made by Executive to the Company in a written report, setting forth in detail the structures, procedures and methodology employed and the results achieved.

7.2. Consistent with and to the extent permitted by applicable law, Executive hereby assigns and agrees to assign to the Company all rights in and to the Inventions and proprietary rights therein, based thereon or related thereto, including, but not limited to, applications for United States and foreign patents and resulting patents.

7.3. Executive further agrees, without charge to the Company but at its expense, to assist the Company in every proper way and execute, acknowledge and deliver, during and after employment by the Company, all such documents necessary and perform such other legal acts as may be necessary, in the opinion of the Company, to obtain or maintain United States or foreign patents or other proprietary protection, for any and all Inventions made during her employment by the Company in any and all countries, and to vest title therein to the Company.

7.4. Executive acknowledges notice from the Company that this foregoing obligation to assign rights in and to any Inventions does not apply to an Invention for which no equipment, supplies, facility or trade secret information of Company was used and which was developed entirely on Executive's own time and (y) which does not relate (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (z) which does not result from any work performed by Executive for the Company.

7.5. Executive further agrees that prior to separation from employment with the Company for any reason, Executive shall disclose to the Company, in a written report, all Inventions, the rights to which Executive has agreed to assign to the Company under Sections 7.1 and 7.2 above, and which Executive has not previously disclosed.

8. RESTRICTIVE COVENANTS.

8.1. Non-Solicitation.

(a) Executive specifically acknowledges that the Confidential Information described in Section 6.1 includes confidential and trade secret data pertaining to current and prospective customers of the Company, that such data is a valuable and unique asset of the Company's business and that the success or failure of the Company's specialized business is dependent in large part upon the Company's ability to establish and maintain close and continuing personal contacts and working relationships with such customers and to develop proposals which are specifically designed to meet the requirements of such customers. Therefore, during Executive's employment with the Company and for the twelve (12) months following termination of employment for any reason, except on behalf of the Company or with the Company's prior written consent, Executive is prohibited from soliciting, either directly or indirectly, on her own behalf or on behalf of any other person or entity, all such customers with whom Executive had contact during the twenty-four (24) months preceding Executive's termination of employment.

(b) Executive specifically acknowledges that the Confidential Information described in Section 6.1 also includes confidential and trade secret data pertaining to current and prospective employees and agents of the Company, and Executive further agrees that during Executive's employment with the Company and for the twelve (12) months following termination of employment for any reason, Executive will not directly or indirectly solicit, on her own behalf or on behalf of any other person or entity, the services of any person who is an employee or agent of the Company or solicit any of the Company's employees or agents to terminate their employment or agency with the Company.

(c) Executive specifically acknowledges that the Confidential Information described in Section 6.1 also includes confidential and trade secret data pertaining to current and prospective vendors and suppliers of the Company, Executive agrees that during Executive's employment with the Company and for the twelve (12) months following termination of employment for any reason, Executive will not directly or indirectly solicit, on her own behalf or on behalf of any other person or entity, any Company vendor or supplier for the purpose of either providing products or services to competitors of the Company, as described in Section 8.2(b), or terminating such vendor's or supplier's relationship or agency with the Company.

(d) Executive further agrees that, during Executive's employment with the Company and for the twelve (12) months following termination of employment for any reason, Executive will do nothing to interfere with any of the Company's business relationships.

8.2. Non-Competition.

(a) Executive represents to the Company that Executive is not a party to any agreement with a prior employer or otherwise which would prohibit Executive from employment with the Company. Executive further represents that she has provided to the Company copies of any and all agreements *(e.g.,* non-competition, non-solicitation, or non-disclosure agreements) that might limit Executive's ability, in any way, to perform the duties of Executive's position on behalf of the Company, and Executive agrees to act at all times on behalf of the Company in a manner consistent with any such agreements. Executive acknowledges and understands that the Company will have no obligation to provide legal representation to Executive in the event a prior employer or other third party brings or threatens to bring an action against Executive for violating any such agreements; that the Company may elect, at its sole discretion, to provide legal representation to Executive but Executive may be required to reimburse the Company for any legal expenses paid on Executive's behalf in the event Executive is found to have violated any such agreements; and that Executive may be terminated in the event the Company determines that Executive may have violated any such agreements. Despite anything to the contrary herein, termination based upon the Company's determination that Executive has violated this Section 8.2 shall be considered termination for Cause.

(b) Executive covenants and agrees that during Executive's employment with the Company and for the twenty-four (24) months following termination of employment for any reason during the Transition Period, and six (6) months outside of the Transition Period, she will not, in any state in which Executive worked on behalf of the Company or in any state or country where the Company has a material ownership or possessory interest in molybdenum, engage in or carry on, directly or indirectly, as an owner, employee, agent, associate, consultant or in any other capacity, a business competitive with that conducted by the Company. A "business competitive with that conducted by the Company" shall mean any business or activity involved in the discovery or mining of molybdenum or any similar ore with properties for strengthening or hardening steel, or any other ore with which the Company is in the business of discovering or mining at the time of Executive's termination. To "engage in or carry on" shall mean to have ownership in such business or consult, work in, direct or have responsibility for any area of such business, including but not limited to the following areas: operations, sales, marketing, manufacturing, procurement or sourcing, purchasing, customer service, distribution, product planning, research, design or development.

(c) For the twelve (12) months following termination of employment for any reason, Executive certifies and agrees that she will notify the Chairman of the Board of the Company of her employment or other affiliation

with any potentially competitive business or entity prior to the commencement of such employment or affiliation.

8.3 Executive acknowledges that the provisions of this Section 8 are reasonable and necessary to protect the legitimate interests of the Company and its Affiliates, including without limitation trade secrets, customer and supplier relationships, goodwill and loyalty, and that any violation of this Section 8 by Executive would cause substantial and irreparable harm to the Company and its Affiliates to such an extent that monetary damages alone would be an inadequate remedy. Therefore, in the event that Executive violates any provision of this Section 8, the Company and its Affiliates shall be entitled to immediate injunctive relief (without the necessity of proving actual damages or posting bond, or if a bond is required, a bond in the amount of $1,000 is deemed sufficient), in addition to all the other remedies it or they may have, restraining Executive from violating or continuing to violate such provision.

8.4 If the duration of, the scope of or any business activity covered by any provision of this Section 8 is in excess of what is valid and enforceable under applicable law, such provision shall be construed to cover only that duration, scope or activity that is valid and enforceable. Executive and the Company agree that this Section 8 shall be given the construction which renders its provisions valid and enforceable to the maximum extent, not exceeding its express terms, possible under applicable law.

9 . NOTICES. Any notice, consent, approval, request, demand or other communication required or permitted hereunder must be in writing to be effective and shall be deemed delivered and received (i) if personally delivered or if delivered by telex or telecopy with electronic confirmation when actually received by the party to whom sent, or (ii) if delivered by mail (whether actually received or not), at the close of business on the fifth business day next following the day when placed in the federal mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

If to Executive: Amanda J. Corrion
6040 Wright Street
Arvada, CO 80004

If to Employer: General Moly, Inc.
Attn: Chief Legal Officer
1726 Cole Blvd, Suite 115
Lakewood, CO 80401

Copy to: Bryan Cave, LLP
Attn: **Charles Maguire, Jr.**
1700 Lincoln Street
Suite 4100
Denver, CO 80202

(or to such other address as any party shall specify by written notice so given).

10. LEGAL REQUIREMENTS. Executive represents and warrants that, during the Term (and thereafter for so long as Executive remains an employee of the Company), Executive shall use her best efforts to comply in all material respects with, and shall use her best efforts, within the scope of her duties to comply with all legal requirements imposed by environmental laws imposed by any local, state or federal authority and the rules and regulations promulgated by any such entity. For the purposes of this Agreement, environmental law shall mean all local, state or federal law, now or hereafter existing, that relate to health, safety or environmental protection. Executive shall use her best efforts to comply in all material respects with, and shall use her best efforts, within the scope of her duties, to cause the Company to comply with, all other applicable laws and regulations governing the Company including, without limitation, all environmental laws and regulations.

11. NO IMPLIED WAIVERS. Neither party shall waive any breach of any provision of this Agreement except in writing, and any waiver so granted in any single instance shall not thereby be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

12. HEADINGS. The headings of the sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof, nor to affect the meaning thereof.

13. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by and construed under Colorado law, without regard to its conflict of laws principles. The parties agree that any litigation in any way relating to this Agreement shall be venued in either federal or state court in Jefferson County, Colorado, and Executive hereby consents to the personal jurisdiction of these courts and waives any objection that such venue is inconvenient or improper.

14. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EXECUTIVE AND COMPANY HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ENFORCEMENT THEREOF.

15. EXECUTIVE'S RIGHT TO RECOVER ATTORNEYS' FEES AND COSTS. In the event of any litigation concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, the breach hereof or the interpretation hereof, Executive will be entitled to recover from the Company Executive's reasonable expenses, attorneys' fees, and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein if (and only if) Executive is the prevailing party. The "prevailing party" means the party determined by the court to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the party in whose favor a judgment is rendered.

16. COMPLETE AGREEMENT - AMENDMENTS - PRIOR AGREEMENTS. The foregoing is the entire agreement of the parties with respect to the subject matter hereof, excepting those documents identified herein to be signed by the Executive and the Company, and may not be amended, supplemented, canceled or discharged except by written instrument executed by both parties hereto. This Agreement supersedes any and all prior agreements among

the Company and Executive with respect to the matters covered herein, including without limitation the Prior Agreement.

17. INVALIDITY. The invalidity or lack of enforceability of any particular provision in this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all other respects as though such invalid or unenforceable provisions were permitted. Moreover, the parties agree to replace or have a Court replace such invalid provisions with a substitute provision that will satisfy the intent of the parties.

18. SURVIVAL. Upon the expiration or termination of this Agreement for any reason, the provisions of Section 8 and the covenants of the parties herein shall survive and remain in full force and effect.

19. BINDING OBLIGATIONS. The Executive and the Company acknowledge and understand that, unless expressly stated above, Executive's obligations hereunder shall not be affected by the reasons for, circumstances of, or identity of the party who initiates the termination of Executive's employment with the Company.

20. FORFEITURE AND COMPENSATION RECOVERY.

20.1 Forfeiture Conditions. Notwithstanding anything to the contrary in this Agreement, if the Executive breaches any of the restrictions applicable to the Executive under Section 8 of this Agreement after Executive's Termination Date, then (i) the Executive shall immediately forfeit her right to receive any separation pay under Sections 4.3(a), 4.3(b) or 4.4(a) of this Agreement, and to the extent any portion of such payments has been received, the Executive will be required to repay to the Company the amount of such payments previously received.

20.2 Compensation Recovery Policy. To the extent that any compensation provided pursuant to this Agreement is considered "incentive-based compensation" within the meaning and subject to the requirements of Section 10D of the Securities Exchange Act of 1934 (the "Exchange Act"), any such compensation shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or its Compensation Committee in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company's common stock is then listed. This Agreement may be unilaterally amended by the Company to comply with any such compensation recovery policy.

21. TERMINATION OF CHANGE OF CONTROL, SEVERANCE, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT. Executive and the Company each agree to the termination of the Change of Control, Severance, Confidentiality, and Non-Solicitation Agreement dated January 1, 2012, and agree that such Change of Control, Severance, Confidentiality, and Non-Solicitation Agreement shall be of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below, effective as of the Effective Date first set forth above.

COMPANY:

GENERAL MOLY, INC.

By: /s/ R. Scott Roswell
Its: Chief Legal Officer

EXECUTIVE:

/s/ Amanda J. Corrion
AMANDA J. CORRION

EXHIBIT 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL 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. I am 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. 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: August 14, 2017

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

EXHIBIT 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL 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 June 30, 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: August 14, 2017

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