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

FORM 10-Q

(Mark One)

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

FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2020

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

FOR THE TRANSITION PERIOD OF ________ TO ________.

Commission File Number: 001-33905

UR-ENERGY INC.

(Exact name of registrant as specified in its charter)

Canada	**Not Applicable**
State or other jurisdiction of incorporation or organization	(I.R.S. Employer Identification No.)

10758 West Centennial Road, Suite 200
Littleton, Colorado 80127
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **720-981-4588**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:	Trading Symbol	Name of each exchange on which registered:
Common stock	URG (NYSE American); URE (TSX)	NYSE American; TSX

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities 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 every Interactive Data File required to be submitted 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 such files).
Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company or an emerging growth company. See 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 ☐ 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 ☑

As of May 6, 2020, there were 160,478,059 shares of the registrant's no par value Common Shares ("Common Shares"), the registrant's only outstanding class of voting securities, outstanding.

UR-ENERGY INC.

TABLE OF CONTENTS

When we use the terms "Ur-Energy," "we," "us," or "our," or the "Company" we are referring to Ur-Energy Inc. and its subsidiaries, unless the context otherwise requires. Throughout this document we make statements that are classified as "forward-looking." Please refer to the "Cautionary Statement Regarding Forward-Looking Statements" section below for an explanation of these types of assertions.

Cautionary Statement Regarding Forward-Looking Information

This report on Form 10-Q contains "forward-looking statements" within the meaning of applicable United States ("U.S.") and Canadian securities laws, and these forward-looking statements can be identified by the use of words such as "expect," "anticipate," "estimate," "believe," "may," "potential," "intends," "plans" and other similar expressions or statements that an action, event or result "may," "could" or "should" be taken, occur or be achieved, or the negative thereof or other similar statements. These statements are only predictions and involve known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements, or industry results, to be materially different from any future results, performance, or achievements expressed or implied by these forward-looking statements. Such statements include, but are not limited to: (i) the ability to maintain controlled, steady-state operations at Lost Creek; (ii) the outcome of our production projections for 2020; (iii) the impacts of COVID-19 (Coronavirus) on our business, operations, and financial liquidity, and the impacts of the pandemic directly and indirectly on the uranium market; (iv) the timing and outcome of permitting and regulatory approvals of the amendment for uranium recovery at the LC East Project; (v) the ability to complete additional favorable uranium sales agreements including spot sales if the market warrants; (vi) the timing and outcome of applications for regulatory approval to build and operate an in situ recovery mine at Shirley Basin; (vii) resolution of the continuing challenges within the uranium market, including supply and demand projections; (viii) the timing and impact of implementation of recommendations made by the United States Nuclear Fuel Working Group for the revival and expansion of domestic nuclear fuel production; (ix) whether cost-savings measures which have been and will be implemented will be sufficient to support our operations; (x) the level of loan forgiveness to be obtained for our loans under the SBA Paycheck Protection Program; and (xi) the ability and timing to ramp up when market conditions warrant, as well as the costs and level of dilution in doing so. Additional factors include, among others, the following: challenges presented by current inventories and largely unrestricted imports of uranium products into the U.S.; future estimates for production; capital expenditures; operating costs; mineral resources, grade estimates and recovery rates; market prices; business strategies and measures to implement such strategies; competitive strengths; estimates of goals for expansion and growth of the business and operations; plans and references to our future successes; our history of operating losses and uncertainty of future profitability; status as an exploration stage company; the lack of mineral reserves; risks associated with obtaining permits and other authorizations in the U.S.; risks associated with current variable economic conditions; our ability to service our debt and maintain compliance with all restrictive covenants related to the debt facility and security documents; the possible impact of future debt or equity financings; the hazards associated with mining production operations; compliance with environmental laws and regulations; wastewater management; uncertainty regarding the pricing and collection of accounts; the possibility for adverse results in potential litigation; uncertainties associated with changes in law, government policy and regulation; uncertainties associated with a Canada Revenue Agency or U.S. Internal Revenue Service audit of any of our cross border transactions; adverse changes in general business conditions in any of the countries in which we do business; changes in size and structure; the effectiveness of management and our strategic relationships; ability to attract and retain key personnel and management; uncertainties regarding the need for additional capital; sufficiency of insurance coverages; uncertainty regarding the fluctuations of quarterly results; foreign currency exchange risks; ability to enforce civil liabilities under U.S. securities laws outside the U.S.; ability to maintain our listing on the NYSE American and Toronto Stock Exchange ("TSX"); risks associated with the expected classification as a "passive foreign investment company" under the applicable provisions of the U.S. Internal Revenue Code of 1986, as amended; risks associated with our investments and other risks and uncertainties described under the heading "Risk Factors" in our Annual Report on Form 10-K, dated February 28, 2020.

Cautionary Note to U.S. Investors Concerning Disclosure of Mineral Resources

Unless otherwise indicated, all resource estimates included in this Form 10-Q have been prepared in accordance with Canadian National Instrument 43-101 *Standards of Disclosure for Mineral Projects* ("NI 43-101") and the Canadian Institute of Mining, Metallurgy and Petroleum Definition Standards for Mineral Resources and Mineral Reserves ("CIM Definition Standards"). NI 43-101 is a rule developed by the Canadian Securities Administrators which establishes standards for all public disclosure an issuer makes of scientific and technical information concerning mineral projects.

Canadian standards, including NI 43-101, differ significantly from the requirements of the U.S. Securities and Exchange Commission ("SEC"), and resource information contained in this Form 10-Q may not be comparable to similar information disclosed by U.S. companies. In particular, the term "resource" does not equate to the term "reserves." Under SEC Industry Guide 7, mineralization may not be classified as a "reserve" unless the determination has been made that the mineralization could be economically and legally produced or extracted at the time the reserve determination is made. SEC Industry Guide 7 does not define and the SEC's disclosure standards normally do not permit the inclusion of information concerning "measured mineral resources," "indicated mineral resources" or "inferred mineral resources" or other descriptions of the amount of mineralization in mineral deposits that do not constitute "reserves" by U.S. standards in documents filed with the SEC. U.S. investors should also understand that "inferred mineral resources" have a great amount of uncertainty as to their existence and great uncertainty as to their economic and legal feasibility. It cannot be assumed that all or any part of an "inferred mineral resource" will ever be upgraded to a higher category. Under Canadian rules, estimated "inferred mineral resources" may not form the basis of feasibility or pre-feasibility studies except in rare cases. Investors are cautioned not to assume that all or any part of an "inferred mineral resource" exists or is economically or legally mineable. Disclosure of "contained ounces" in a resource is permitted disclosure under Canadian regulations; however, the SEC normally only permits issuers to report mineralization that does not constitute "reserves" by SEC standards as in-place tonnage and grade without reference to unit measures. Accordingly, information concerning mineral deposits set forth herein may not be comparable to information made public by companies that report in accordance with U.S. standards.

NI 43-101 Review of Technical Information: Michael Mellin, Ur-Energy / Lost Creek Mine Geologist, P.Geo. and Qualified Person as defined by NI 43-101, reviewed and approved the technical information contained in this Form 10-Q.

PART I

Item 1. FINANCIAL STATEMENT S

Ur-Energy Inc.
Unaudited Interim Consolidated Balance Sheets
(expressed in thousands of U.S. dollars)

	March 31, 2020	December 31, 2019
Assets		
Current assets		
Cash and cash equivalents (note 4)	5,594	7,752
Accounts receivable	6	22
Inventory (note 5)	339	-
Prepaid expenses	681	885
	6,620	8,659
Long-term inventory (note 5)	6,994	7,426
Restricted cash (note 6)	7,463	7,463
Mineral properties (note 7)	42,555	43,212
Capital assets (note 8)	23,266	23,630
	80,278	81,731
	86,898	90,390
Liabilities and shareholders' equity		
Current liabilities		
Accounts payable and accrued liabilities (note 9)	2,181	2,211
Environmental remediation accrual	75	72
	2,256	2,283
Notes payable (note 10)	12,233	12,215
Lease liability	83	12
Asset retirement obligations (note 11)	31,117	30,972
Other liabilities - warrants (note 12)	256	575
	43,689	43,774
	45,945	46,057
Shareholders' equity (note 13)		
Share Capital		
Class A preferred shares, without par value, unlimited shares authorized; no shares issued and outstanding	-	-
Common shares, without par value, unlimited shares authorized; shares issued and outstanding: 160,478,059 at March 31, 2020 and 160,478,059 at December 31, 2019	185,754	185,754
Contributed surplus	20,551	20,317
Accumulated other comprehensive income	3,681	3,654
Deficit	(169,033)	(165,392)
	40,953	44,333
	86,898	90,390

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

Approved by the Board of Directors

/s/ *Jeffrey T. Klenda*, Chairman of the Board   /s/ *Thomas Parker*, Director

Ur-Energy Inc.
Unaudited Interim Consolidated Statements of Operations and Comprehensive Loss

(expressed in thousands of U.S. dollars except for share data)

	Three months ended March 31,	
	2020	**2019**
Sales (note 14)	1,370	4,812
Cost of sales	(3,105)	(5,146)
Gross profit (loss)	(1,735)	(334)
Operating Expenses		
Exploration and evaluation	(391)	(774)
Development	(273)	(166)
General and administrative	(1,253)	(2,138)
Accretion of asset retirement obligations (note 11)	(145)	(143)
Loss from operations	(3,797)	(3,555)
Net interest expense	(132)	(196)
Warrant mark to market adjustment	273	(533)
Foreign exchange gain (loss)	15	(18)
Net loss for the period	(3,641)	(4,302)
Loss per common share		
Basic and diluted	(0.02)	(0.03)
Weighted average number of common shares outstanding		
Basic and diluted	160,478,059	159,729,403
COMPREHENSIVE LOSS		
Net loss for the period	(3,641)	(4,302)
Other Comprehensive loss, net of tax		
Translation adjustment on foreign operations	27	1
Comprehensive loss for the period	(3,614)	(4,301)

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

Ur-Energy Inc.
Unaudited Interim Consolidated Statement of Shareholders' Equity

(expressed in thousands of U.S. dollars except for share data)

	Capital Stock		Contributed Surplus	Accumulated Other Comprehensive Income	Deficit	Shareholders' Equity
	Shares	Amount				
	#	$	$	$	$	$
Balance, December 31, 2018	159,729,403	185,221	19,930	3,670	(156,974)	51,847
Redemption of vested RSUs	-	-	(6)	-	-	(6)
Non-cash stock compensation	-	-	188	-	-	188
Net loss and comprehensive loss	-	-	-	1	(4,302)	(4,301)
Balance, March 31, 2019	159,729,403	185,221	20,112	3,671	(161,276)	47,728
Balance, December 31, 2019	160,478,059	185,754	20,317	3,654	(165,392)	44,333
Non-cash stock compensation	-	-	234	-	-	234
Net loss and comprehensive loss	-	-	-	27	(3,641)	(3,614)
Balance, March 31, 2020	160,478,059	185,754	20,551	3,681	(169,033)	40,953

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

Ur-Energy Inc.
Unaudited Interim Consolidated Statements of Cash Flow

(expressed in thousands of U.S. dollars)

	Three months ended March 31, 2020	2019
Cash provided by		
Operating activities		
Net loss for the period	(3,641)	(4,302)
Items not affecting cash:		
Stock based expense	234	188
Loss from net realizable value adjustments	2,282	1,965
Depreciation and amortization	1,111	1,098
Accretion of asset retirement obligations and reclamation	145	143
Amortization of deferred loan costs	17	30
Warrants mark to market gain	(273)	533
Gain on foreign exchange	(15)	(18)
Other loss	3	(2)
Change in non-cash working capital items:		
Accounts receivable	16	4
Inventory	(2,189)	(2,225)
Prepaid expenses	111	(17)
Accounts payable and accrued liabilities	74	1,402
	(2,125)	(1,201)
Investing activities		
Mineral property costs	-	(8)
Decrease (increase) in other deposits	(5)	-
Purchase of capital assets	(18)	(11)
	(23)	(19)
Financing activities		
RSUs redeemed to pay withholding or paid in cash	-	(6)
Repayment of debt	-	(1,269)
	-	(1,275)
Effects of foreign exchange rate changes on cash	(10)	41
Net change in cash, cash equivalents and restricted cash	(2,158)	(2,454)
Beginning cash, cash equivalents and restricted cash	15,215	13,830
Ending cash, cash equivalents and restricted cash (note 15)	13,057	11,376

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

(expressed in thousands of U.S. dollars unless otherwise indicated)

1. Nature of Operations

Ur-Energy Inc. (the "Company") was incorporated on March 22, 2004 under the laws of the Province of Ontario. The Company was continued under the Canada Business Corporations Act on August 8, 2006. Headquartered in Littleton, Colorado, the Company is an exploration stage mining company, as defined by U.S. Securities and Exchange Commission ("SEC") Industry Guide 7. The Company is engaged in uranium mining and recovery operations, with activities including the acquisition, exploration, development and production of uranium mineral resources located in Wyoming. In August 2013, the Company commenced uranium production at its Lost Creek Project in Wyoming.

Due to the nature of the uranium mining methods used by the Company on the Lost Creek Property, and the definition of "mineral reserves" under National Instrument 43-101 ("NI 43-101"), which uses the Canadian Institute of Mining, Metallurgy and Petroleum ("CIM") Definition Standards, the Company has not determined whether the property contains mineral reserves. However, the Company's "*Amended Preliminary Economic Assessment of the Lost Creek Property, Sweetwater County, Wyoming,*" February 8, 2016 ("Lost Creek PEA"), outlines the potential viability of the Lost Creek Property. The recoverability of amounts recorded for mineral properties is dependent upon the discovery of economic resources, the ability of the Company to obtain the necessary financing to develop the properties and upon attaining future profitable production from the properties or sufficient proceeds from disposition of the properties.

2. Liquidity Risk

Our operations are based on a small number of large sales. As a result, our cash flow and therefore our current assets and working capital may vary widely during the year based on the timing of those sales. Virtually all of our sales are under contracts which specify delivery quantities, sales prices and payment dates. The only exceptions are spot sales which we are currently only making when advantageous. As a result, we are able to perform cash management functions over the course of an entire year and are less reliant on current commodity prices and market conditions. We monitor our cash projections on a weekly basis and have used various techniques to manage our cash flows including the assignment of deliveries, negotiating changes in delivery dates, purchasing inventory at favorable prices and raising capital.

As at March 31, 2020, the Company's financial liabilities consisted of trade accounts payable and accrued trade and payroll liabilities of $0.7 million which are due within normal trade terms of generally 30 to 60 days, a note payable of $12.4 million, and asset retirement obligations with estimated settlement dates until 2033. The payment schedule for the note was modified on October 1, 2019 to defer principal payments for eighteen months (see note 10).

On April 16, 2020, we received approximately $0.9 million under the U.S. Small Business Administration ("SBA") Payroll Protection Program which was created under the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act"). We believe that we will be able to meet the program requirements for forgiveness of a significant portion of this funding based on our payroll and other qualifying expenses for the eight-week period beginning on April 16, 2020 (see note 17).

(expressed in thousands of U.S. dollars unless otherwise indicated)

In addition, most of our current assets except for prepaid expenses are immediately realizable, if necessary, while our current liabilities include a substantial portion that is not due for three months or more which, allows us to plan for those payments well in advance and address shortfalls, if any.

3. Summary of Significant Accounting Policies

Basis of presentation

These unaudited interim consolidated financial statements do not conform in all respects to the requirements of U.S. generally accepted accounting principles ("US GAAP") for annual financial statements. The unaudited interim consolidated financial statements reflect all normal adjustments which in the opinion of management are necessary for a fair presentation of the results for the periods presented. These unaudited interim consolidated financial statements should be read in conjunction with the audited annual consolidated financial statements for the year ended December 31, 2019. We apply the same accounting policies as in the prior year. The year-end balance sheet data were derived from the audited financial statements and certain information and footnote disclosures required by US GAAP have been condensed or omitted.

4. Cash and Cash Equivalents

The Company's cash and cash equivalents consist of the following:

	As at	
	March 31, 2020	**December 31, 2019**
	$	**$**
Cash on deposit at banks	1,870	1,755
Money market funds	3,724	5,997
	5,594	7,752

(expressed in thousands of U.S. dollars unless otherwise indicated)

5. Inventory

The Company's inventory consists of the following:

	As at	
	March 31, 2020	**December 31, 2019**
	$	**$**
In-process inventory	-	-
Plant inventory	42	-
Conversion facility inventory	7,291	7,426
	7,333	7,426
Inventory to be sold within 12 months	339	-
Long term inventory	6,994	7,426

In conjunction with our lower of cost or net realizable value ("NRV") calculations, the Company reduced the inventory valuation by $2,282 and $10,263 for the three months ended March 31, 2020 and year ended December 31, 2019, respectively.

6. Restricted Cash

The Company's restricted cash consists of money market accounts and short-term government bonds.

The bonding requirements for reclamation obligations on various properties have been agreed to by the Wyoming Department of Environmental Quality ("WDEQ"), the Wyoming Uranium Recovery Program ("URP") and the Bureau of Land Management ("BLM") as applicable. The restricted money market accounts are pledged as collateral against performance surety bonds which are used to secure the potential costs of reclamation related to those properties. Surety bonds providing $29.9 million of coverage towards specific reclamation obligations are collateralized by the restricted cash at March 31, 2020.

(expressed in thousands of U.S. dollars unless otherwise indicated)

7. Mineral Properties

The Company’s mineral properties consist of the following:

	Lost Creek Property	Pathfinder Mines	Other U.S. Properties	Total
	$	$	$	$
Balance, December 31, 2019	10,184	19,850	13,178	43,212
Amortization	(657)	-	-	(657)
Balance, March 31, 2020	9,527	19,850	13,178	42,555

Lost Creek Property

The Company acquired certain Wyoming properties in 2005 when Ur-Energy USA Inc. purchased 100% of NFU Wyoming, LLC. Assets acquired in this transaction include the Lost Creek Project, other Wyoming properties and development databases. NFU Wyoming, LLC was acquired for aggregate consideration of $20 million plus interest. Since 2005, the Company has increased its holdings adjacent to the initial Lost Creek acquisition through staking additional claims and additional property purchases and leases.

There is a royalty on each of the State of Wyoming sections under lease at the Lost Creek, LC West and EN Projects, as required by law. Other royalties exist on certain mining claims at the LC South, LC East and EN Projects. Currently, there are no royalties on the mining claims in the Lost Creek, LC North or LC West Projects.

Pathfinder Mines

The Company acquired additional Wyoming properties when Ur-Energy USA Inc. closed a Share Purchase Agreement (“SPA”) with an AREVA Mining affiliate in December 2013. Under the terms of the SPA, the Company purchased Pathfinder Mines Corporation (“Pathfinder”) to acquire additional mineral properties. Assets acquired in this transaction include the Shirley Basin mine, portions of the Lucky Mc mine, machinery and equipment, vehicles, office equipment and development databases. Pathfinder was acquired for aggregate consideration of $6.7 million, the assumption of $5.7 million in estimated asset reclamation obligations and other consideration.

(expressed in thousands of U.S. dollars unless otherwise indicated)

8. Capital Assets

The Company's capital assets consist of the following:

	As of March 31, 2020			As of December 31, 2019		
	Cost	**Accumulated Depreciation**	**Net Book Value**	**Cost**	**Accumulated Depreciation**	**Net Book Value**
	$	**$**	**$**	**$**	**$**	**$**
Rolling stock	3,452	3,326	126	3,452	3,311	141
Enclosures	33,008	10,594	22,414	33,008	10,181	22,827
Machinery and equipment	1,426	828	598	1,426	808	618
Furniture, fixtures and leasehold improvements	119	116	3	119	115	4
Information technology	1,120	1,078	42	1,100	1,072	28
ROU Assets	92	9	83	83	71	12
	39,217	15,951	23,266	39,188	15,558	23,630

9. Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities consist of the following:

	As at	
	March 31, 2020	**December 31, 2019**
	$	**$**
Accounts payable	439	523
Payroll and other taxes	1,539	1,483
Severance and ad valorem tax payable	203	205
	2,181	2,211

10. Notes Payable

On October 15, 2013, the Sweetwater County Commissioners approved the issuance of a $34.0 million Sweetwater County, State of Wyoming, Taxable Industrial Development Revenue Bond (Lost Creek Project), Series 2013 (the "Sweetwater IDR Bond") to the State of Wyoming, acting by and through the Wyoming State Treasurer, as purchaser. On October 23, 2013, the Sweetwater IDR Bond was issued and the proceeds were in turn loaned by Sweetwater County to Lost Creek ISR, LLC pursuant to a financing agreement dated October 23, 2013 (the "State Bond Loan"). The State Bond Loan calls for payments of interest at a fixed rate of 5.75% per annum on a quarterly basis commencing January 1, 2014. The principal was to be paid in 28 quarterly installments commencing January 1, 2015.

(expressed in thousands of U.S. dollars unless otherwise indicated)

On October 1, 2019, the Sweetwater County Commissioners and the State of Wyoming approved a six-quarter deferral of principal payments beginning October 1, 2019. The next principal payment is therefore due April 1, 2021 and the last payment will be due in April 2023.

Deferred loan fees include legal fees, commissions, commitment fees and other costs associated with obtaining the financing.

The following table summarizes the Company's debt instrument.

	As at	
	March 31, 2020	**December 31, 2019**
	$	**$**
Long term debt		
State Bond Loan	12,441	12,441
Less deferred financing costs	(208)	(226)
	12,233	12,215

The schedule of remaining payments on outstanding debt as of March 31, 2020 is presented below.

	Total	**2020**	**2021**	**2022**	**2023**	**Final payment**
	$	**$**	**$**	**$**	**$**	
State Bond Loan						
Principal	12,441	-	3,971	5,566	2,904	01-Apr-23
Interest	1,448	358	659	368	63	
Total	13,889	358	4,630	5,934	2,967	

11. Asset Retirement and Reclamation Obligations

Asset retirement obligations ("ARO") relate to the Lost Creek mine and Pathfinder projects and are equal to the present value of all estimated future costs required to remediate any environmental disturbances that exist as of the end of the period discounted using discount rates ranging from 0.33% to 7.25%. Included in this liability are the costs of closure, reclamation, demolition and stabilization of the mines, processing plants, infrastructure, aquifer restoration, waste dumps and ongoing post-closure environmental monitoring and maintenance costs.

At March 31, 2020, the total undiscounted amount of the future cash needs was estimated to be $29.8 million. The schedule of payments required to settle the ARO liability extends through 2033.

(expressed in thousands of U.S. dollars unless otherwise indicated)

The restricted cash discussed in note 6 is related to the surety bonds which provide security to the governmental agencies on these obligations.

	For the period ended	
	March 31, 2020	December 31, 2019
	$	$
Beginning of period	30,972	30,384
Change in estimated liability	-	11
Accretion expense	145	577
End of period	31,117	30,972

12. Other Liabilities

As a part of the September 2018 public offering, we sold 13,062,878 warrants priced at $0.01 per warrant. Two warrants are redeemable for one Common Share of the Company's stock at a price of $1.00 per full share. As the warrants are priced in US$ and the functional currency of Ur-Energy Inc. is Cdn$, this created a derivative financial liability. The liability created and adjusted quarterly is a calculated fair value using the Black-Scholes technique described below as there is no active market for the warrants. Any income or loss is reflected in net income for the period. The revaluation as of March 31, 2020 resulted in a gain of $273 for the three month period ended March 31, 2020 which is reflected on the unaudited interim consolidated statement of operations and comprehensive loss.

13. Shareholders' Equity and Capital Stock

Stock options

In 2005, the Company's Board of Directors approved the adoption of the Company's stock option plan (the "Option Plan"). The Option Plan was most recently approved by the shareholders on May 18, 2017. Eligible participants under the Option Plan include directors, officers, employees and consultants of the Company. Under the terms of the Option Plan grants of options will vest over a three-year period: 33.3% on the first anniversary, 33.3% on the second anniversary, and 33.4% on the third anniversary of the grant. The term of options is five years.

(expressed in thousands of U.S. dollars unless otherwise indicated)

Activity with respect to stock options is summarized as follows:

	Options	Weighted-average exercise price
	#	$
Balance, December 31, 2019	11,076,583	0.64
Forfeited	(23,889)	0.61
Outstanding, March 31, 2020	11,052,694	0.64

The exercise price of a new grant is set at the closing price for the shares on the Toronto Stock Exchange (TSX) on the trading day immediately preceding the grant date so there is no intrinsic value as of the date of grant. The fair value of options vested during the three months ended March 31, 2020 was less than $0.1 million.

As of March 31, 2020, outstanding stock options are as follows:

	Options outstanding			Options exercisable			
Exercise price	Number of options	Weighted-average remaining contractual life (years)	Aggregate intrinsic value	Number of options	Weighted-average remaining contractual life (years)	Aggregate intrinsic value	Expiry
$			$			$	
0.80	200,000	0.2	-	200,000	0.4	-	29-May-20
0.61	516,902	0.4	-	516,902	0.6	-	17-Aug-20
0.56	897,508	0.7	-	897,508	0.9	-	11-Dec-20
0.51	2,337,434	1.7	-	2,337,434	2.0	-	16-Dec-21
0.72	300,000	1.9	-	300,000	2.2	-	02-Mar-22
0.51	200,000	2.4	-	132,000	2.7	-	07-Sep-22
0.63	1,769,411	2.7	-	1,187,174	3.0	-	15-Dec-22
0.54	200,000	3.0	-	133,333	3.2	-	30-Mar-23
0.66	976,259	3.4	-	339,859	3.6	-	20-Aug-23
0.64	826,683	3.7	-	278,351	4.0	-	14-Dec-23
0.56	2,828,497	4.6	-	-	-	-	05-Nov-24
0.64	11,052,694	2.8	-	6,322,561	2.1	-	

The aggregate intrinsic value of the options in the preceding table represents the total pre-tax intrinsic value for stock options with an exercise price less than the Company's TSX closing stock price of Cdn$0.56 as of the last trading day in the period ended March 31, 2020, that would have been received by the option holders had they exercised their options as of that date. There were no options issued or exercisable that were in the money at March 31, 2020.

(expressed in thousands of U.S. dollars unless otherwise indicated)

We elect to estimate the number of awards expected to vest in lieu of accounting for forfeitures when they occur.

Restricted share units

On June 24, 2010, the Company's shareholders approved the adoption of the Company's restricted share unit plan (the "RSU Plan"). The RSU Plan was approved by our shareholders most recently on May 2, 2019.

Eligible participants under the RSU Plan include directors and employees of the Company. RSUs in a grant redeem on the second anniversary of the grant. Upon RSU vesting, the holder of an RSU will receive one Common Share, for no additional consideration, for each RSU held.

Activity with respect to RSUs is summarized as follows:

	Number of RSUs	Weighted average grant date fair value
Balance, December 31, 2019	1,155,928	0.65
Forfeited	(5,973)	0.68
Outstanding, March 31, 2020	1,149,955	0.59

As of March 31, 2020, outstanding RSUs are as follows:

Grant date	Number of outstanding RSUs	Remaining life (years)	Aggregate intrinsic value
			$
August 20, 2018	225,774	0.39	93
December 14, 2018	217,048	0.71	89
November 5, 2019	707,133	1.60	290
	1,149,955	1.19	472

As of September 30, 2019, one of our officers retired. Under the terms of our RSU Plan, his 54,431 outstanding RSUs automatically vested. On December 15, 2019, 28,686 RSUs were redeemed for Common Shares. The balance of his RSUs will be redeemed for cash or stock at the compensation committee's discretion in conjunction with the scheduled redemptions of those grants.

(expressed in thousands of U.S. dollars unless otherwise indicated)

Warrants

On September 25, 2018, the Company issued 13,062,878 warrants to purchase 6,531,439 of our Common Shares at $1.00 per full share (see note 12). The following represents warrant activity during the period ended March 31, 2020:

	Number of warrants	Number of shares to be issued upon exercise	Per share exercise price
Outstanding, December 31, 2019	13,062,878	6,531,439	1.00
Outstanding, March 31, 2020	13,062,878	6,531,439	1.00

As of March 31, 2020, outstanding warrants are as follows:

Exercise price	Number of warrants	Remaining contractual life (years)	Aggregate Intrinsic Value	Expiry
$			$	
1.00	13,062,878	1.5	-	25-Sep-21

Share-based compensation expense

Share-based compensation expense was $0.2 million for the three months ended March 31, 2020 and $0.2 million for the three months ended March 31, 2019.

As of March 31, 2020, there was approximately $1.3 million of total unrecognized compensation expense (net of estimated pre-vesting forfeitures) related to unvested share-based compensation arrangements granted under the Option Plan and $0.5 million under the RSU Plan. The expenses are expected to be recognized over a weighted-average period of 2.1 years and 1.4 years, respectively.

No cash was received from the exercise of stock options for the three months ended March 31, 2020 or March 31, 2019.

Fair value calculations

The initial fair value of options and RSUs granted is determined using the Black-Scholes option pricing model for options and the intrinsic pricing model for RSUs. There were no options or RSUs granted during the three months ended March 31, 2020 and March 31, 2019. We have used assumptions for the mark to market calculations related to the warrant liability.

(expressed in thousands of U.S. dollars unless otherwise indicated)

The Company estimates expected volatility using daily historical trading data of the Company's Common Shares, because this is recognized as a valid method used to predict future volatility. The risk-free interest rates are determined by reference to Canadian Treasury Note constant maturities that approximate the expected option term. The Company has never paid dividends and currently has no plans to do so.

Share-based compensation expense is recognized net of estimated pre-vesting forfeitures, which results in recognition of expense on options that are ultimately expected to vest over the expected option term. Forfeitures were estimated using actual historical forfeiture experience.

14. Sales

Sales have been derived from U_3O_8 being sold to domestic utilities, primarily under term contracts, as well as to a trader through spot sales.

Disaggregation of Revenues

The following table presents our revenues disaggregated by source and type:

	Three months ended March 31, 2020		2019	
	$		$	
Sale of produced inventory				
Company A	-	0.0%	2,406	50.0%
	-	0.0%	2,406	50.0%
Sales of purchased inventory				
Company B	1,370	100.0%	-	0.0%
Company A	-	0.0%	2,406	50.0%
	1,370	100.0%	2,406	50.0%
	1,370	100.0%	4,812	100.0%

The names of the individual companies have not been disclosed for reasons of confidentiality.

(expressed in thousands of U.S. dollars unless otherwise indicated)

15. Supplemental Information for Statement of Cash Flows

Cash per the Statement of Cash Flows consists of the following:

	As at	
	March 31, 2020	March 31, 2019
	$	$
Cash and cash equivalents	5,594	3,916
Restricted cash	7,463	7,460
	13,057	11,376

16. Financial Instruments

The Company's financial instruments consist of cash and cash equivalents, accounts receivable, restricted cash, deposits, accounts payable and accrued liabilities and notes payable. The Company is exposed to risks related to changes in interest rates and management of cash and cash equivalents and short-term investments.

Credit risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash and cash equivalents and restricted cash. These assets include Canadian dollar and U.S. dollar denominated certificates of deposit, money market accounts and demand deposits. These instruments are maintained at financial institutions in Canada and the U.S. Of the amount held on deposit, approximately $1.0 million is covered by the Canada Deposit Insurance Corporation, the Securities Investor Protection Corporation or the U.S. Federal Deposit Insurance Corporation, leaving approximately $12.1 million at risk at March 31, 2020 should the financial institutions with which these amounts are invested be rendered insolvent. The Company does not consider any of its financial assets to be impaired as of March 31, 2020.

All of the Company's customers have Moody's Baa or greater ratings and purchase from the Company under contracts with set prices and payment terms.

Liquidity risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they come due.

As at March 31, 2020, the Company's financial liabilities consisted of trade accounts payable and accrued trade and payroll liabilities of $0.7 million which are due within normal trade terms of generally 30 to 60 days and a note payable which will be payable over a period of approximately three years as a result of the amendment to the note (see note 10).

We entered into an At Market Issuance Sales Agreement with MLV & Co. LLC and B Riley FBR, Inc. (May 2016, as amended August 2017) under which we may, from time to time, issue and sell Common Shares at market prices on the NYSE American or other U.S. market through the distribution agents for aggregate sales proceeds of up to $10,000,000. We have not used the facility in 2020.

We expect that any major capital projects will be funded by operating cash flow, cash on hand or additional financing as required. If these cash sources are not sufficient, certain capital projects could be delayed, or alternatively we may need to pursue additional debt or equity financing to which there is no assurance that such financing will be available at all or on terms acceptable to us.

Sensitivity analysis

The Company has completed a sensitivity analysis to estimate the impact that a change in interest rates would have on the net loss of the Company. This sensitivity analysis shows that a change of +/- 100 basis points in interest rate would have a negligible effect on either the three months ended March 31, 2020 or the comparable three months in 2019. The financial position of the Company may vary at the time that a change in interest rates occurs causing the impact on the Company's results to differ from that shown above.

17. Subsequent Event

Working with our primary bank, Bank of Oklahoma Financial, we applied for and obtained two loans (one for each of our subsidiaries with U.S. payroll obligations) under the Paycheck Protection Program through the SBA. The program is a part of the CARES Act enacted by Congress March 27, 2020 in response to the COVID-19 (Coronavirus) pandemic. The total combined loan amount we qualified for was approximately $0.9 million, which we received on April 16, 2020.

Under the program, the repayment of these loans, including interest, will be forgiven based on payroll, payroll-related, and other allowable costs incurred in the eight-week period following the funding of the loans. In order to have the full amount of the loans forgiven, the following requirements must be met in that eight-week period, and be sufficiently documented:

1. Spend not less than 75% of loan proceeds on eligible payroll costs;
2. Spend the remaining 25% of loan proceeds on
   a. additional payroll costs above 75%;
   b. payments of interest on mortgage obligations incurred before February 15, 2020;
   c. rent payments on leases dated before February 15, 2020; and/or
   d. utility payments under service agreements dated before February 15, 2020.
3. Maintain employee compensation levels (subject to specific program requirements).

The program provides for an initial six-month deferral of payments. Any amount owing on the loan has a two-year maturity (April 16, 2022), with an interest rate of one percent per annum. We anticipate a significant portion of the loans will meet the requirements for forgiveness under this program.

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION

Business Overview

The following discussion is designed to provide information that we believe is necessary for an understanding of our financial condition, changes in financial condition and results of our operations. The following discussion and analysis should be read in conjunction with the MD&A contained in our Annual Report on Form 10-K for the year ended December 31, 2019.

Incorporated on March 22, 2004, Ur-Energy is an exploration stage mining company, as that term is defined in SEC Industry Guide 7. We are engaged in uranium mining, recovery and processing activities, including the acquisition, exploration, development and operation of uranium mineral properties in the U.S. We are operating our first in situ recovery uranium mine at our Lost Creek Project in Wyoming. Ur-Energy is a corporation continued under the *Canada Business Corporations Act* on August 8, 2006. Our Common Shares are listed on the TSX under the symbol "URE" and on the NYSE American under the symbol "URG."

Ur-Energy has one wholly-owned subsidiary: Ur-Energy USA Inc., incorporated under the laws of the State of Colorado. Ur-Energy USA Inc. has three wholly-owned subsidiaries: NFU Wyoming, LLC, a limited liability company formed under the laws of the State of Wyoming which acts as our land holding and exploration entity; Lost Creek ISR, LLC, a limited liability company formed under the laws of the State of Wyoming to operate our Lost Creek Project and hold our Lost Creek properties and assets; and Pathfinder Mines Corporation ("Pathfinder"), incorporated under the laws of the State of Delaware, which holds, among other assets, the Shirley Basin and Lucky Mc properties in Wyoming. Our material U.S. subsidiaries remain unchanged since the filing of our Annual Report on Form 10-K, dated February 28, 2020.

We utilize in situ recovery ("ISR") of the uranium at our flagship project, Lost Creek, and will do so at other projects where possible. The ISR technique is employed in uranium extraction because it allows for an effective recovery of roll front uranium mineralization at a lower cost. At Lost Creek, we extract and process uranium oxide ("U_3O_8") for shipping to a third-party conversion facility to be weighed, assayed and stored until sold.

Our Lost Creek processing facility, which includes all circuits for the production, drying and packaging of uranium for delivery into sales, is designed and anticipated under current licensing to process up to one million pounds of U_3O_8 annually from the Lost Creek mine. The processing facility has the physical design capacity to process two million pounds of U_3O_8 annually, which provides additional capacity to process material from other sources. We expect that the Lost Creek processing facility may be utilized to process captured U_3O_8 from our Shirley Basin Project. However, the Shirley Basin permit application contemplates the construction of a full processing facility, providing greater construction and operating flexibility as may be dictated by market conditions.

As has been true since we commenced operations and sales, we have term uranium sales agreements in place with U.S. utilities for the sale in 2020 of U_3O_8 product at contracted pricing. We are contractually committed to sell 200,000 pounds of U_3O_8 during 2020, at an average price of approximately $42 per pound. Last year, we worked with our customers to establish a delivery schedule for these commitments which were scheduled for H1 2020. We entered into purchase agreements for delivery of purchased product into our contractual commitments for the 200,000 pounds of U_3O_8. The average cost of the purchases is $26 per pound. We delivered a portion of those 2020 contractual commitments (33,000 pounds) in Q1, and delivered the remaining amount (167,000 pounds) early in Q2.

COVID-19 (Coronavirus)
In addition to our Wyoming-based staff at Lost Creek, and in our Casper operations office, our corporate services group works in an office in Littleton, Colorado (in the Denver metropolitan area). Since mid-March, we have adhered to the White House and CDC guidance of asking personnel to work remote, if their job responsibilities allow them to do so – this includes both the Littleton and Casper-based staff. We have also been guided by Colorado's "stay home" orders, and Wyoming's restrictions and guidance, with respect to our various site locations. Our staff has, thus far, remained healthy. Due to the persistently depressed uranium market, our staff at Lost Creek has been reduced by 67% percent through the reductions in force we have implemented since 2016. This does not include the complete elimination of contract work performed at the site. With the fewer remaining employees commuting to and working at Lost Creek, we have altered certain work and commuting arrangements to the site, implemented physical distancing procedures and other suggested precautions, and continue to assess the evolving situation. Similarly, our production at Lost Creek has been intentionally reduced by more than 97% since the beginning of 2016. The COVID-19 situation has not yet altered our currently planned production guidance for 2020 at Lost Creek, which remains at minimal levels (see below). Because our final scheduled sale of 2020, on April 1, was completed by book transfer (effectively a paper transaction), then-existing COVID-19 restrictions did not impede the transfer.

SBA Paycheck Protection Program

In response to the COVID-19 (Coronavirus) pandemic, Congress enacted the CARES Act on March 27, 2020. Among other provisions, it created the Paycheck Protection Program through the SBA. As an eligible borrower under the program, we worked solely with our primary bank in Littleton, Bank of Oklahoma Financial, to apply for two loans (one for each of our subsidiaries with U.S. payroll obligations) to support continuing operations and payroll obligations, and in efforts to avoid further reductions in force or furloughs. Following review of our applications by our lender and the SBA, and having met program requirements, we were approved for both loans by the SBA. The total combined loan amount we qualified for under the program was approximately $0.9 million, which we received on April 16, 2020 (see further discussion below under *Liquidity Outlook*).

U.S. Nuclear Fuel Working Group and Recent Market Changes

On July 12, 2019, the White House issued a "Memorandum on the Effect of Uranium Imports on the National Security and Establishment of the United States Nuclear Fuel Working Group" (the "President's Memorandum"), through which it established the United States Nuclear Fuel Working Group (the "Working Group") to develop recommendations for reviving and expanding domestic uranium production. On April 23, 2020, the Working Group, through the Department of Energy, released its report, "Restoring America's Competitive Nuclear Energy Advantage – A strategy to assure U.S. national security." Relevant to uranium miners, the recommendations included, first, that the U.S. government should make direct purchases of 17 to 19 million total pounds of U_3O_8 to replenish the American Assured Fuel Supply uranium reserve, through direct purchases proposed to commence in 2020. Additionally, it is recommended that a new national uranium reserve be established through the Department of Energy's proposed budgeted purchases for ten years, beginning in FY2021. If implemented, these purchases would provide direct support to the front end of the fuel cycle and help re-establish our nation's critical capabilities. As included in the President's FY2021 Budget Request, during the first year, it is expected that the reserve would directly support the operation of at least two U.S. uranium mines and the sole U.S. conversion facility. The 10-year budget item is for $150 million per year.

Additionally, the report calls for support of the Department of Commerce's efforts to extend the Russian Suspension Agreement to protect against future uranium dumping. A lower cap on Russian imports should be considered. Consistent with many of the conclusions in the report finding myriad national security concerns, another of the recommendations is that the NRC be permitted to deny imports of nuclear fuel fabricated in

Russia or China for national security purposes. In its ground-up approach, the report then recommends a restart of the sole U.S. conversion plant beginning no later than 2022 and produce 6,000 to 7,500 tons of UF6 and thereafter to restart domestic enrichment in or about 2023, with at least 25% of material being unobligated. By law, unobligated material must be sourced domestically. There can be no certainty of the final outcome of the Working Group's findings and recommendations in terms of how and when the recommendations to assure national security will be implemented.

During Q1 and in early Q2, several announcements have had an impact on the global uranium market. In March, Cameco announced the temporary suspension of production at its Cigar Lake uranium mine due to concerns over the COVID-19 pandemic. The suspension of Cigar Lake meant that there is no ongoing production in Canada. At the same time, processing at the related McClean Lake Mill was also suspended. Subsequently, Kazatomprom announced its plan to reduce onsite staff to minimum numbers and reduce its production plans for 2020 by approximately 10.4 million pounds U_3O_8. The reduction is expected to continue for at least a three-month period following the early April announcement. Cameco subsequently addressed this announcement (as to its ownership stake in Kazakh projects), and announced its plan to suspend processing at its Port Hope UF_6 conversion facility for four weeks. More recently, Cameco announced it was extending the suspension of Cigar Lake for an indeterminate length of time. Cameco's announcements mean there is no longer a conversion facility operating in North America and there is no meaningful uranium production in North America

Mineral Rights and Properties

We currently have 12 U.S. uranium properties. Ten of our uranium properties are located in the Great Divide Basin, Wyoming, including Lost Creek. Currently, we control nearly 1,900 unpatented mining claims and three State of Wyoming mineral leases for a total of approximately 37,500 acres in the area of the Lost Creek Property, including the Lost Creek permit area (the "Lost Creek Project" or "Project"), and certain adjoining properties referred to as LC East, LC West, LC North, LC South and EN Project areas (collectively, with the Lost Creek Project, the "Lost Creek Property"). In the Shirley Basin, Wyoming, our Shirley Basin Project comprises more than 3,700 Company-controlled acres. Our Lucky Mc Project holds 1,800 acres in Fremont County, Wyoming. Our Excel gold project holds approximately 2,100 acres of mining claims in Nevada.

Lost Creek Property

For the three months ended March 31, 2020, 4,113 pounds of U_3O_8 were captured within the Lost Creek plant and 1,433 pounds of U_3O_8 were packaged in drums. Our inventory at the converter totaled approximately 268,552 at March 31, 2020. The *Results of Operations* are detailed further below.

Applications for amendment to the Lost Creek licenses and permits were submitted in 2014. The amendments seek to include recovery from the uranium resource in the LC East Project immediately adjacent to the Lost Creek Project. Reviews by WDEQ continue to progress. The BLM has completed its review and granted approval. We anticipate that all permits and authorizations for the modification of the Lost Creek licenses and permits to recover uranium in the LC East Project will be completed in 2020.

Shirley Basin Project

WDEQ continues with its review of our applications for a permit to mine and for a source material license for our Shirley Basin Project. We anticipate the State processes to be complete, with necessary permits and authorizations received, in 2020. The BLM has completed its review and granted approval of the project. Additionally, work is well underway on initial engineering evaluations, designs and studies for the development of Shirley Basin operations.

Results of Operations

The following tables provide detailed financial information on our sales, cost of sales, gross profit and production and ending inventory as they relate to U_3O_8 pounds.

Reconciliation of Non-GAAP measures with US GAAP financial statement presentation

The U_3O_8 and cost per pound measures included in the following tables do not have a standardized meaning within US GAAP or a defined basis of calculation. These measures are used by management to assess business performance and determine production and pricing strategies. They may also be used by certain investors to evaluate performance. Where applicable, reconciliation of these measures to US GAAP financial statement presentation are included within the respective table.

Sales

	Unit	2020 Q1	2019 Q4	2019 Q3	2019 Q2
U_3O_8 Sales Reconciliation (1)					
Sales per financial statements	$000	$ 1,370	$ 10,849	$ 5,115	$ 11,479
Less disposal fees	$000	$ -	$ (1)	$ -	$ (2)
U_3O_8 sales	$000	$ 1,370	$ 10,848	$ 5,115	$ 11,477
U_3O_8 pounds sold	lb	33,000	180,000	122,500	265,000
U_3O_8 price per pound sold	$/lb	$ 41.52	$ 60.26	$ 41.76	$ 43.31
U_3O_8 Sales by Product					
U_3O_8 Sales					
Produced	$000	$ -	$ -	$ -	$ 7,482
Purchased	$000	$ 1,370	$ 10,848	$ 5,115	$ 3,995
	$000	$ 1,370	$ 10,848	$ 5,115	$ 11,477
U_3O_8 Pounds Sold					
Produced	lb	-	-	-	165,000
Purchased	lb	33,000	180,000	122,500	100,000
	lb	33,000	180,000	122,500	265,000
U_3O_8 Price per Pounds Sold					
Produced	$/lb	$ -	$ -	$ -	$ 45.35
Purchased	$/lb	$ 41.52	$ 60.26	$ 41.76	$ 39.95
	$/lb	$ 41.52	$ 60.26	$ 41.76	$ 43.31

Note:

1. Sales per the financial statements include revenues from disposal fees received at Shirley Basin. The disposal fees do not relate to U_3O_8 pounds sold and are excluded from the U_3O_8 sales and U_3O_8 price per pound sold figures.

The Company delivers U_3O_8 to a conversion facility and receives credit for a specified quantity measured in pounds once the product is confirmed to meet the required specifications. When a delivery is approved, the

Company notifies the conversion facility with instructions for a title transfer to the customer. Revenue is recognized once a title transfer of the U_3O_8 is confirmed by the conversion facility.

In 2020 Q1, we sold 33,000 purchased pounds under a term contract at an average price of $41.52 per pound. In early April, we sold 167,000 pounds of purchased inventory at an average price per pound of $41.51 for revenues of $6.9 million. There were no sales of produced inventory in the first quarter and we do not anticipate any sales of produced inventory in 2020.

Cost of Sales

	Unit	2020 Q1	2019 Q4	2019 Q3	2019 Q2
U_3O_8 Cost of Sales Reconciliation [(1)]					
Cost of sales per financial statements	$000	$ 3,105	$ 6,451	$ 7,515	$ 11,163
Lower of cost or NRV adjustment	$000	$ (2,282)	$ (2,074)	$ (4,087)	$ (2,137)
U_3O_8 cost of sales	$000	$ 823	$ 4,377	$ 3,428	$ 9,026
U_3O_8 pounds sold	lb	33,000	180,000	122,500	265,000
U_3O_8 cost per pound sold	$/lb	$ 24.94	$ 24.31	$ 27.98	$ 34.06
U_3O_8 Cost of Sales by Product					
U_3O_8 Cost of Sales					
Ad valorem and severance taxes	$000	$ 3	$ 22	$ (14)	$ 17
Wellfield cash costs	$000	$ 128	$ 158	$ 210	$ 264
Wellfield non-cash costs	$000	$ 618	$ 611	$ 611	$ 612
Plant cash costs	$000	$ 910	$ 898	$ 1,045	$ 1,134
Plant non-cash costs	$000	$ 490	$ 494	$ 490	$ 490
Distribution costs	$000	$ -	$ 26	$ 12	$ 27
Inventory change	$000	$ (2,149)	$ (2,209)	$ (2,354)	$ 3,702
Produced	$000	$ -	$ -	$ -	$ 6,246
Purchased	$000	$ 823	$ 4,377	$ 3,428	$ 2,780
	$000	$ 823	$ 4,377	$ 3,428	$ 9,026
U_3O_8 Pounds Sold					
Produced	lb	-	-	-	165,000
Purchased	lb	33,000	180,000	122,500	100,000
	lb	33,000	180,000	122,500	265,000
U_3O_8 Cost per Pound Sold					
Produced	$/lb	$ -	$ -	$ -	$ 37.85
Purchased	$/lb	$ 24.94	$ 24.31	$ 27.98	$ 27.80
	$/lb	$ 24.94	$ 24.31	$ 27.98	$ 34.06

Note:

1. Cost of sales per the financial statements include lower of cost or net realizable value ("NRV") adjustments. The NRV adjustments do not relate to U_3O_8 pounds sold and are excluded from the U_3O_8 cost of sales and U_3O_8 cost per pound sold figures.

Cost of sales per the financial statements includes ad valorem and severance taxes related to the extraction of uranium, all costs of wellfield and plant operations including the related depreciation and amortization of capitalized assets, reclamation and mineral property costs, plus product distribution costs. These costs are also used to value inventory. The resulting inventoried cost per pound is compared to the NRV of the product, which is based on the estimated sales price of the product, net of any necessary costs to finish the product. Any inventory value in excess of the NRV are charged to cost of sales per the financial statements. These NRV adjustments are excluded from the U_3O_8 cost of sales and U_3O_8 cost per pound sold figures because they relate to the pounds of U_3O_8 in ending inventory and do not relate to the pounds of U_3O_8 sold during the period.

In 2020 Q1, we sold 33,000 pounds of purchased inventory. The 33,000 pounds were purchased at a weighted average cost of $24.94 per pound. In early April, we sold 167,000 pounds of purchased inventory. The pounds were purchased at an average cost per pound of $26.01 and cost of sales amounted to $4.3 million. There were no sales of produced inventory in the first quarter, and therefore, no cost of sales from produced inventory. We do not anticipate any sales of produced inventory in 2020.

Gross Profit

	Unit	2020 Q1	2019 Q4	2019 Q3	2019 Q2
U_3O_8 Gross Profit by Product					
U_3O_8 Sales (see Sales Table)					
Produced	$000	$ -	$ -	$ -	$ 7,482
Purchased	$000	$ 1,370	$ 10,848	$ 5,115	$ 3,995
	$000	$ 1,370	$ 10,848	$ 5,115	$ 11,477
U_3O_8 Cost of Sales (see Cost of Sales Table)					
Produced	$000	$ -	$ -	$ -	$ 6,246
Purchased	$000	$ 823	$ 4,377	$ 3,428	$ 2,780
	$000	$ 823	$ 4,377	$ 3,428	$ 9,026
U_3O_8 Gross Profit					
Produced	$000	$ -	$ -	$ -	$ 1,236
Purchased	$000	$ 547	$ 6,471	$ 1,687	$ 1,215
	$000	$ 547	$ 6,471	$ 1,687	$ 2,451
U_3O_8 Pounds Sold					
Produced	lb	-	-	-	165,000
Purchased	lb	33,000	180,000	122,500	100,000
	lb	33,000	180,000	122,500	265,000
U_3O_8 Gross Profit per Pound Sold					
Produced	$/lb	$ -	$ -	$ -	$ 7.49
Purchased	$/lb	$ 16.58	$ 35.95	$ 13.78	$ 12.15
	$/lb	$ 16.58	$ 35.95	$ 13.78	$ 9.26
U_3O_8 Gross Profit Margin					
Produced	%	0.0%	0.0%	0.0%	16.5%
Purchased	%	39.9%	59.7%	32.9%	30.4%
	%	39.9%	59.7%	32.9%	21.4%

The last produced inventory was sold in 2019 Q2. Since then, all sales have been from purchased inventory. In 2020 Q1, we sold 33,000 pounds of purchased inventory for $41.52 per pound. The pounds were purchased for a weighted average cost of $24.94 per pound. The resulting gross profit was $16.58 per pound.

Production and Ending Inventory

	Unit	31-Mar-20	31-Dec-19	30-Sep-19	30-Jun-19
U_3O_8 Production					
Pounds captured	lb	4,113	5,004	7,256	13,146
Pounds drummed	lb	1,433	7,116	9,367	13,296
Pounds shipped	lb	-	20,643	37,710	-
Pounds purchased	lb	33,000	180,000	122,500	100,000
U_3O_8 Ending Inventory					
Pounds					
In-process inventory	lb	8,304	5,396	8,074	10,221
Plant inventory	lb	1,433	-	13,526	41,871
Conversion inventory - produced	lb	219,802	220,053	199,411	161,700
Conversion inventory - purchased	lb	48,750	48,750	48,750	48,750
	lb	278,289	274,199	269,761	262,542
Value					
In-process inventory	$000	$ -	$ -	$ -	$ -
Plant inventory	$000	$ 42	$ -	$ 384	$ 1,638
Conversion inventory - produced	$000	$ 6,082	$ 6,250	$ 5,721	$ 6,134
Conversion inventory - purchased	$000	$ 1,209	$ 1,176	$ 1,252	$ 1,355
	$000	$ 7,333	$ 7,426	$ 7,357	$ 9,127
Cost per Pound					
In-process inventory	$/lb	$ -	$ -	$ -	$ -
Plant inventory	$/lb	$ 29.31	$ -	$ 28.39	$ 39.12
Conversion inventory - produced	$/lb	$ 27.67	$ 28.40	$ 28.69	$ 37.93
Conversion inventory - purchased	$/lb	$ 24.80	$ 24.12	$ 25.68	$ 27.80
Conversion inventory - produced:					
Ad valorem and severance tax	$/lb	$ 0.75	$ 0.77	$ 0.91	$ 1.52
Cash cost	$/lb	$ 17.49	$ 17.95	$ 18.28	$ 24.00
Non-cash cost	$/lb	$ 9.43	$ 9.68	$ 9.50	$ 12.41
	$/lb	$ 27.67	$ 28.40	$ 28.69	$ 37.93

Production levels during the current quarter decreased as the maturing MU2 header houses exhibited normal production curve declines. Production rates were better than guidance for the quarter. We have intentionally restricted our production in light of the persistently weak uranium market.

Pounds captured decreased 891 pounds from 2019 Q4 as we have added no new header houses since May 2018. Because of the lower capture levels, we are only drumming when we have enough material to economically operate the dryers. Pounds drummed decreased 5,683 pounds from 2019 Q4 as packaging only occurs on an as-needed basis to minimize costs. There were no shipments in the quarter as we shipped all available product to the conversion facility in December 2019 and have not drummed enough product in 2020 to justify a shipment.

Production costs attributed to inventory decreased three percent from the previous quarter. Ad valorem and severance taxes decreased due to a reduction in the factor used in the calculation of the taxes and because of lower production rates. Wellfield cash costs decreased 18 percent from 2019 Q4 due to decreases in labor and repair costs while wellfield non-cash costs increased slightly from 2019 Q4 due to depreciation on additional ARO assets. Plant cash costs increased slightly due to the higher costs associated with a severe winter. Plant non-cash costs were unchanged.

At the end of the quarter, we had approximately 268,552 pounds of U_3O_8 at the conversion facility including 219,802 produced pounds at an average cost per pound of $27.67, and 48,750 purchased pounds at an average cost of $24.80 per pound.

Three months ended March 31, 2020 compared to the three months ended March 31, 2019

The following table summarize the results of operations for the three months ended March 31, 2020 and 2019 (in thousands of U.S. dollars):

	Three months ended March 31,	
	2020	2019
	$	$
Sales	1,370	4,812
Cost of sales	(3,105)	(5,146)
Gross profit (loss)	(1,735)	(334)
Exploration and evaluation expense	(391)	(774)
Development expense	(273)	(166)
General and administrative expense	(1,253)	(2,138)
Accretion	(145)	(143)
Net loss from operations	(3,797)	(3,555)
Interest expense (net)	(132)	(196)
Warrant mark to market gain	273	(533)
Foreign exchange loss	15	(18)
Net loss	(3,641)	(4,302)
Loss per share – basic and diluted	(0.02)	(0.03)
U_3O_8 price per pound sold	41.52	49.35
U_3O_8 cost per pound sold	24.94	32.63
U_3O_8 gross profit per pound sold	16.58	16.72

Sales

We sold 33,000 pounds of U_3O_8 during the three months ended March 31, 2020 for an average price of $41.52 per pound. We sold a total of 97,500 pounds of U_3O_8 during the three months ended March 31, 2019 for an average price of $49.35 per pound. The sales were all from term contracts.

Cost of Sales

Cost of sales per the financial statements includes ad valorem and severance taxes related to the extraction of uranium, all costs of wellfield and plant operations including the related depreciation and amortization of capitalized assets, reclamation and mineral property costs, plus product distribution costs. These costs are also used to value inventory. The resulting inventoried cost per pound is compared to the NRV of the product, which is based on the estimated sales price of the product, net of any necessary costs to finish the product. Any inventory value in excess of the NRV are charged to cost of sales per the financial statements. These NRV adjustments are excluded from the U_3O_8 cost of sales and U_3O_8 cost per pound sold figures because they relate to the pounds of U_3O_8 in ending inventory and do not relate to the pounds of U_3O_8 sold during the period.

All the sales in Q1 2020 were from purchased product. The weighted average purchase price was $24.94 per pound. In Q1 2019, half of the product sold was from purchased inventory and half was from produced inventory. The cost per pound of the produced inventory was higher than the purchased inventory, which led to the higher average cost per pound sold in 2019 Q1 as compared to 2020 Q1.

In the three months ended March 31, 2020, cost of sales per the financial statements included $2.3 in lower of cost or NRV adjustments compared to $2.0 million in the comparable period in 2019.

Gross Profit

The gross loss per the financial statements for the three months ended March 31, 2020 was $1.7 million. Excluding the lower of cost or NRV adjustments, the U_3O_8 gross profit was $0.5 million for quarter, which represents a gross profit margin of approximately 40%. Gross profit of $1.6 million in the three months ended March 31, 2019 represents a gross profit margin of approximately 34%. The primary reason for the lower gross profit margin in 2019 was because it included sales of higher cost produced pounds, which increased the cost per pound sold in that year.

Operating Expenses

Total operating expense for the three months ended March 31, 2020 was $2.1 million. Operating expenses include exploration and evaluation expense, development expense, G&A expense and accretion. These expenses were substantially lower than the three-month periods ended March 31, 2019, which were $3.2 million. Lower labor costs accounted for most of the favorable difference. 2019 Q1 labor costs included the annual bonus payments related to the 2018 fiscal year. After considering the uranium market, and other factors including worldwide economic conditions and market reaction to COVID-19, the 2020 bonus payments related to the 2019 fiscal year were deferred. Our board may, in the future, consider the feasibility of making some payout of the bonus amounts.

Exploration and evaluation expense consists of labor and associated costs of the exploration and evaluation departments as well as land holding and costs including drilling and analysis on properties which have not reached the permitting or operations stage. These expenses were $0.4 million for the three-month period ended March 31, 2020 and $0.8 million for the comparable period in 2019. All costs associated with the geology, regulatory compliance and evaluation departments, as well as the costs incurred on exploration-stage projects as described above, are reflected in this category. The decrease in 2020 Q1 is primarily due to the decision to defer bonus payments.

Development expense includes costs incurred at the Lost Creek Project not directly attributable to production activities, including wellfield construction, drilling and development costs. It also includes costs associated with the Shirley Basin which is in a more advanced stage and Lucky Mc which is near the end of reclamation of the historic mine site. Development expenses increased by $0.1 million during the three months ended March 31, 2020, compared to the same period in 2019. The increase related to an adjustment to the accrual of Nuclear Regulatory Commission estimated fees in 2019 as a result of the transfer of reporting to the Wyoming URP program.

G&A expense relates to the administration, finance, investor relations, land and legal functions of the Company and consists principally of personnel, facility and support costs. Total G&A expense decreased $0.9 million for the three months ended March 31, 2020 compared to 2019. The decrease was mainly attributable to the decisions to defer bonus payments, and a reduction in legal and related fees associated with the Section 232 action.

Other Income and Expenses

Net interest expense declined $0.1 million during the three months ended March 31, 2020 compared to the prior year. The expense decline was directly attributable to the lower principal balance in 2020 Q1 as compared to 2019 Q1.

As a part of the September 2018 public offering, we sold 13,062,878 warrants priced at $0.01 per warrant. As the warrants are priced in US$ and the functional currency of the Ur-Energy Inc. is Cdn$, this created a derivative financial liability. The fair value of the liability is adjusted quarterly using the Black-Scholes technique as there is no active market for the warrants. Any income or loss is reflected in net income for the period. The revaluation as of March 31, 2020 resulted in a gain of $0.3 million while the revaluation at March 31, 2019 resulted in a loss for the period of $0.5 million.

Earnings (loss) per Common Share

The basic and diluted losses per common share for the three months ended March 31, 2020 were $0.02 compared to basic and diluted losses of $0.03 per share for the same period in 2019. The diluted losses per common share were equal to the basic losses per common share as there is no dilution for options, warrants and RSUs when net losses are experienced.

Liquidity and Capital Resources

As of March 31, 2020, we had cash resources consisting of cash and cash equivalents of $5.6 million, a decrease of $2.2 million from the December 31, 2019 balance of $7.8 million. The cash resources consist of Canadian and U.S. dollar denominated deposit accounts and money market funds. We used $2.1 million for operating activities during the three months ended March 31, 2020. During the same period, we used less than $0.1 million for both investing and financing activities.

On October 23, 2013, we closed a $34.0 million Sweetwater County, State of Wyoming, Taxable Industrial Development Revenue Bond financing program ("State Bond Loan"). The State Bond Loan calls for payments of interest at a fixed rate of 5.75% per annum on a quarterly basis which commenced January 1, 2014. The principal was to be payable in 28 quarterly installments which commenced January 1, 2015. The State Bond Loan is secured by all of the assets at the Lost Creek Project. As of March 31, 2020, the balance of the State Bond Loan was $12.4 million. On October 1, 2019, the Sweetwater County Board of Commissioners and the State of Wyoming approved a six-quarter deferral of principal payments beginning October 1, 2019. The next principal payment is therefore due April 1, 2021 and the final payment is now due in April 2023.

During 2017, we filed a universal shelf registration statement on Form S-3 with the SEC in order that we may offer and sell, from time to time, in one or more offerings, at prices and terms to be determined, up to $100 million of our Common Shares, warrants to purchase our Common Shares, our senior and subordinated debt securities, and rights to purchase our Common Shares and/or our senior and subordinated debt securities. The registration statement became effective August 3, 2017 for a three-year period.

We entered into an At Market Issuance Sales Agreement with MLV & Co. LLC and B Riley FBR, Inc. (May 27, 2016, as amended August 2017), under which we may, from time to time, issue and sell Common Shares at market prices on the NYSE American or other U.S. market through the distribution agents for aggregate sales proceeds of up to $10,000,000. There were no shares sold under this agreement in 2019 or in the first three months of 2020.

Collections from U_3O_8 sales for the three months ended March 31, 2020 totaled $1.4 million.

Operating activities used cash of $2.1 million during the three months ended March 31, 2020 as compared to $1.2 million during the same period in 2019. The primary reason for the unfavorable variance is that although the U_3O_8 gross profit for each year was approximately $17 per pound, we sold 64,500 fewer pounds in 2020 Q1 compared to 2019 Q1.

Liquidity Outlook

We expect that any major capital projects will be funded by operating cash flow, cash on hand or additional financing as required. If these cash sources are not sufficient, certain capital projects could be delayed, or alternatively we may need to pursue additional debt or equity financing to which there is no assurance that such financing will be available at all or on terms acceptable to us. We have no immediate plans to issue additional securities or obtain funding other than that which may be required due to the uneven nature of cash flows generated from operations; however, we may issue additional debt or equity securities at any time.

In response to the COVID-19 (Coronavirus) pandemic, Congress enacted the CARES Act on March 27, 2020. Among other provisions, it created the Paycheck Protection Program through the SBA. Working with our primary bank, Bank of Oklahoma Financial, we applied for and obtained two loans (one for each of our subsidiaries with U.S. payroll obligations) under this program. The total combined loan amount we qualified for was approximately $0.9 million, which we received on April 16, 2020. (See also the discussion above under *Business Overview / SBA Paycheck Protection Program*.)

Under the program, the repayment of these loans, including interest, will be forgiven based on payroll, payroll-related, and other allowable costs incurred in the eight-week period following the funding of the loans. In order to have the full amount of the loans forgiven, the following requirements must be met in that eight-week period, and be sufficiently documented:

(1) Spend not less than 75% of loan proceeds on eligible payroll costs;
(2) Spend the remaining 25% of loan proceeds on
  a. additional payroll costs above 75%;
  b. payments of interest on mortgage obligations incurred before February 15, 2020;
  c. rent payments on leases dated before February 15, 2020; and/or
  d. utility payments under service agreements dated before February 15, 2020.
(3) Maintain employee compensation levels (subject to specific program requirements).

The program provides for an initial six-month deferral of payments. Any amount owing on the loan has a two-year maturity (April 16, 2022), with an interest rate of one percent per annum. We anticipate that a significant portion of the loans will meet the requirements for forgiveness under this program.

Looking Ahead

Our remaining sale under contract in 2020 occurred on April 1, 2020.

As at May 6, 2020, our unrestricted cash position was $7.0 million. In April, we received $0.9 million from the SBA loans discussed above and collected net proceeds of $2.6 million from the sale of 167,000 pounds at $41.52 per pound. The pounds were purchased for an average cash cost of $26.01 per pound.

Recent market activity, driven by production suspensions and reductions, has elevated U_3O_8 spot prices by as much as 36% in the past several weeks to over $33 per pound. The suspensions and closures are generally related to the COVID-19 pandemic. In recent weeks, we have seen the suspension of Cigar Lake, Rossing, and then Husab, as well as lower production guidance announced by Kazatomprom. This amounts to as much as 46 million pounds of primary production on an annualized basis removed from the market. While this increase in uranium pricing is encouraging, it remains to be seen if long-term contracts will follow and once again become available to support sustained development and operations on an economical basis.

As we watch primary uranium production in the U.S., and now in North America, decline to inconsequential levels, it is also historic that North America no longer has any UF_6 conversion output. On April 8, 2020, operations at the Port Hope UF_6 conversion facility were suspended, which also forced the closure of the Blind River UO_3 refinery. In the U.S., ConverDyn's conversion has been idled since 2017.

At the same time, we note that 2019 was a record year for U.S. nuclear electricity production. Recently, the Nuclear Energy Institute noted key take-aways from 2019 with regard to the U.S. nuclear industry. Among them, after producing nearly 20 percent of all U.S. electricity production and nearly 55 percent of all carbon-free generation in 2019, U.S. nuclear power plants generated the highest amount of electricity since the birth of commercial nuclear power in 1957. This is good news because that record nuclear power generation avoided over 476 million metric tons of carbon emissions. But, is it sustainable when you consider that primary uranium production in North America now stands at virtually zero?

Global demand growth has not subsided either. On April 14, 2020, China's Nuclear Safety Inspection Department reported that the coronavirus outbreak will have no impact on the progress of nuclear power plant construction in China in the short term, nor have reactors already in operation been affected. Global demand growth will most likely continue, if not increase, in the long-term.

Considering the current state of uranium production and conversion capacity in the U.S. (and now North America), combined with the growing demand for uranium here and around the world, we were relieved to see that the Working Group also realizes that aggressive action must be taken to preserve what remains of the domestic uranium industry before our U.S. nuclear utilities face the consequences of a serious supply disruption.

On April 23, 2020, the Working Group released their Plan to Revitalize the Domestic Uranium Mining Industry, which details the steps required to revitalize the domestic uranium mining and broader nuclear industries. As set forth above, the most relevant recommendation for the uranium mining sector is that the U.S. government should make direct purchases of 17 to 19 million total pounds of U_3O_8 to replenish the American Assured Fuel Supply uranium reserve. Additionally, the report recommends the establishment of a national uranium reserve, which is included in the President's Fiscal Year 2021 Budget Request; during the first year, it is expected that the reserve would directly support the operation of at least two U.S. uranium mines. The budget item is for $150 million per year from FY2021 to FY2030. Additionally, the report calls for support of the Department of Commerce's efforts to extend the RSA to protect against future uranium dumping. A lower cap on Russian imports should be considered.

Consistent with many of the conclusions in the report finding myriad national security concerns, another of the recommendations is that the NRC be permitted to deny imports of nuclear fuel fabricated in Russia or China for national security purposes. In its ground-up approach, the report then recommends a restart the U.S.'s sole conversion plant and thereafter the restart of domestic enrichment, with reserved amounts for unobligated material. By law, unobligated material must be sourced domestically.

The Company stands ready to supply its portion of the new national uranium reserve. We have maintained operational readiness at our fully-permitted Lost Creek Mine with experienced technical and operational staff and a well-maintained plant. More than six and a half years into production at Lost Creek, we are still producing in the first mine unit and the initial three header houses of the second mine unit. Ur-Energy is prepared to rapidly expand uranium production at Lost Creek, to an annualized runrate of one million pounds.

The Lost Creek facility has the constructed and licensed capacity to produce up to two million pounds of U_3O_8 per year and the previously-reported mineral resources to feed the processing plant for many years to come. A ramp-up of production at Lost Creek will continue with further development in the fully-permitted first two mine units, followed by the ten additional mining areas as defined in the Lost Creek Property Preliminary Economic Assessment, as amended. With future development and construction in mind, our current staff members were retained as having the greatest level of experience and adaptability allowing for an easier transition back to full operations. Lost Creek operations can increase to full production rates in as little as six months following a go decision, simply by developing additional header houses within the fully permitted MU2. Development expenses during this time are estimated to be approximately $14 million and are almost entirely related to MU2 drilling and header house construction costs.

While the Working Group's recently released plan is encouraging, there can be no certainty of the final outcome of the Working Group's findings and recommendations, or the timing and impact of any actions taken in response to those findings and recommendations, including the budget appropriations process related to the national uranium reserve. The outcome of this continuing process and its effects on the U.S. uranium market, therefore, remains uncertain. We look forward with great interest to the President's next steps to solidify the Working Group's recommendations and provide much needed clarity to the uranium mining industry, and hope that the Administration acts with the necessary sense of urgency, heeding the language of the Working Group's report that the "risks are most immediate" in the production and conversion of domestic uranium which are "the most vulnerable facing imminent collapse." Until such time, we will continue to minimize costs and maximize 'runway' to maintain current operations and avoid unnecessary dilution while maintaining the operational readiness needed to ramp-up production when called upon.

Transactions with Related Parties

There were no transactions with related parties during the quarter.

Proposed Transactions

As is typical of the mineral exploration, development and mining industry, we will consider and review potential merger, acquisition, investment and venture transactions and opportunities that could enhance shareholder value. Timely disclosure of such transactions is made as soon as reportable events arise.

Critical Accounting Policies and Estimates

We have established the existence of uranium resources at the Lost Creek Property, but because of the unique nature of in situ recovery mines, we have not established, and have no plans to establish, the existence of proven and probable reserves at this project. Accordingly, we have adopted an accounting policy with respect to the nature of items that qualify for capitalization for in situ U_3O_8 mining operations to align our policy to the accounting treatment that has been established as best practice for these types of mining operations.

The development of the wellfield includes injection, production and monitor well drilling and completion, piping within the wellfield and to the processing facility, header houses used to monitor production and disposal wells associated with the operation of the mine. These costs are expensed when incurred.

Mineral Properties

Acquisition costs of mineral properties are capitalized. When production is attained at a property, these costs will be amortized over a period of estimated benefit.

As of March 31, 2020, the average current spot and long-term prices of U_3O_8 were $27.35 and $32.50, respectively. This compares to prices of $24.93 and $32.50 as of December 31, 2019. The prices have continued to increase in April as a result of the reductions in global production, but the long-term prices have yet to respond to the trend and the volume of transactions remains low.

Development costs including, but not limited to, production wells, header houses, piping and power will be expensed as incurred as we have no proven and probable reserves.

Inventory and Cost of Sales

Our inventories are valued at the lower of cost and net realizable value based on projected revenues from the sale of that product. We are allocating all costs of operations of the Lost Creek facility to the inventory valuation at various stages of production with the exception of wellfield and disposal well costs which are treated as development expenses when incurred. Depreciation of facility enclosures, equipment and asset retirement obligations as well as amortization of the acquisition cost of the related property is also included in the inventory valuation. We do not allocate any administrative or other overhead to the cost of the product.

Share-Based Expense

We are required to initially record all equity instruments including warrants, restricted share units and stock options at fair value in the financial statements.

Management utilizes the Black-Scholes model to calculate the fair value of the warrants and stock options at the time they are issued. In addition, the fair value of derivative warrants are recalculated quarterly using the Black-Scholes model with any gain or loss being reflected in the net income for the period. Use of the Black-Scholes model requires management to make estimates regarding the expected volatility of the Company’s stock over the future life of the equity instrument, the estimate of the expected life of the equity instrument and the number of options that are expected to be forfeited. Determination of these estimates requires significant judgment and requires management to formulate estimates of future events based on a limited history of actual results.

Off Balance Sheet Arrangements

We have not entered into any material off balance sheet arrangements such as guaranteed contracts, contingent interests in assets transferred to unconsolidated entities, derivative instrument obligations, or with respect to any obligations under a variable interest entity arrangement.

Outstanding Share Data

As of May 6, 2020, we had outstanding 160,478,059 Common Shares and 11,052,694 options to acquire Common Shares.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk

Market risk is the risk to the Company of adverse financial impact due to changes in the fair value or future cash flows of financial instruments as a result of fluctuations in interest rates and foreign currency exchange rates.

Interest rate risk

Financial instruments that expose the Company to interest rate risk are its cash equivalents, deposits, restricted cash and debt financing. Our objectives for managing our cash and cash equivalents are to maintain sufficient funds on hand at all times to meet day-to-day requirements and to place any amounts which are considered in excess of day-to-day requirements on short-term deposit with the Company's financial institutions so that they earn interest.

Currency risk

At March 31, 2020, we maintained a balance of approximately $0.3 million in foreign currency resulting in a low currency risk which is our typical balance.

Commodity Price Risk

The Company is subject to market risk related to the market price of U_3O_8. We have U_3O_8 supply contracts with pricing fixed or based on inflation factors applied to a fixed base. Additional future sales would be impacted by both spot and long-term U_3O_8 price fluctuations. Historically, U_3O_8 prices have been subject to fluctuation, and the price of U_3O_8 has been and will continue to be affected by numerous factors beyond our control, including the demand for nuclear power, political and economic conditions, and governmental legislation in U_3O_8 producing and consuming countries and production levels and costs of production of other producing companies. The spot market price for U_3O_8 has demonstrated a large range since January 2001. Prices have risen from $7.10 per pound at January 2001 to a high of $136.00 per pound as of September 2007. The spot market price was $33.70 per pound as of May 6, 2020 as reported by TradeTech, LLC and UxC, LLC.

Item 4. CONTROLS AND PROCEDURES

(a) Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this MD&A, under the supervision of the Chief Executive Officer and the Chief Financial Officer, the Company evaluated the effectiveness of its disclosure controls and procedures, as such term is defined in Rule 13a-15(e) and Rule 15d-15(e) under the Securities Exchange Act of 1934 (the "Exchange Act"). Based on this evaluation, the Chief Executive Officer and the Chief Financial Officer have concluded that the Company's disclosure controls and procedures are effective to ensure that information the Company is required to disclose in reports that are filed or submitted under the Exchange Act: (1) is recorded, processed and summarized effectively and reported within the time periods specified in SEC rules and forms, and (2) is accumulated and communicated to Company management, including the Chief Executive Officer and the Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. The Company's disclosure controls and procedures include components of internal control over financial reporting. No matter how well designed and operated, internal controls over financial reporting can provide only reasonable, but not absolute, assurance that the control system's objectives will be met.

(b) Changes in Internal Controls over Financial Reporting

No changes in our internal control over financial reporting occurred during the three months ended March 31, 2020 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II

Item 1. LEGAL PROCEEDING S

No new legal proceedings or material developments in pending proceedings.

Item 1A. RISK FACTOR S

In addition to our previously stated risk factors, set forth in our Annual Report on Form 10-K, we add the following with respect to COVID-19 (Coronavirus).

COVID-19 (Coronavirus), declared a pandemic in March 2020, has had a significant negative impact on the global economy and commodity and equity markets, and the outlook remains uncertain. Although none of our staff has yet been directly affected, falling ill, the pandemic situation poses risk to our business and operations, and could adversely impact our operations, business and financial condition if our employees, regulators, suppliers or other business partners are prevented from conducting routine operations for periods of time. While we are monitoring these conditions including government restrictions on movement and operations, it is impossible to predict the extent of any such impact or the levels of success of responsive actions to impacts, as the circumstances continue to evolve, including in unforeseeable ways. We are a highly-regulated industry and while the regulators are standing by to address operational impacts from illness, governmental restrictions and other effects, it remains uncertain whether all impacts can be timely addressed with our operations and with the regulators. We are and will remain fully engaged with our employees in our efforts to protect their health and safety.

To the extent the COVID-19 (Coronavirus) pandemic may adversely affect our business and financial results as discussed above, it may also have the effect of heightening many of the other risks described under the caption “Risk Factors” in Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2019 such as those relating to our ability to access additional capital, which could negatively affect our business. Because of the highly uncertain and dynamic nature of events relating to the COVID-19 (Coronavirus) pandemic, it is not currently possible to estimate the impact of the pandemic on our business. However, these effects could have a material impact on our operations, and we will continue to monitor the COVID-19 (Coronavirus) situation closely.

Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEED S

None

Item 3. DEFAULTS UPON SENIOR SECURITIE S

None

Item 4. MINE SAFETY DISCLOSUR E

Our operations and exploration activities at Lost Creek are not subject to regulation by the federal Mine Safety and Health Administration under the Federal Mine Safety and Health Act of 1977.

Item 5. OTHER INFORMATION

None

Item 6. EXHIBIT S

Exhibit Number	Exhibit Description	Incorporated by Reference Form	Date of Report	Exhibit	Filed Herewith
10.14	Ur-Energy USA Inc. SBA Payroll Protection Program Promissory Note				X
10.15	Lost Creek ISR LLC SBA Payroll Protection Program Promissory Note				X
31.1	Certification of CEO Pursuant to Exchange Act Rules 13a-14 and 15d-14, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
31.2	Certification of CFO Pursuant to Exchange Act Rules 13a-14 and 15d-14, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
32.1	Certification of CEO Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
32.2	Certification of CFO Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
101.INS	XBRL Instance Document				X
101.SCH	XBRL Schema Document				X
101.CAL	XBRL Calculation Linkbase Document				X
101.DEF	XBRL Definition Linkbase Document				X
101.LAB	XBRL Labels Linkbase Document				X
101.PRE	XBRL Presentation Linkbase Document				X

SIGNATURE S

Pursuant to the requirements of Section 13 or 15(d) 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.

UR -ENERGY INC.

Date: May 8, 2020

By: */s/ Jeffrey T. Klenda*
Jeffrey T. Klenda
Chief Executive Officer
(Principal Executive Officer)

Date: May 8, 2020

By: */s/ Roger L. Smith*
Roger L. Smith
Chief Financial Officer
(Principal Financial Officer and
Principal Accounting Officer)

U.S. Small Business Administration

NOTE

SBA Loan#	**REDACTED**
BOKF Loan#	**REDACTED**
SBA Loan Name	**SBPP – SBA Paycheck Protection Program**
Date	**April 16, 2020**
Loan Amount	**$366,600.00**
Interest Rate	**1.00%**
Maturity Date	**April 16, 2022**
Borrower	**UR-Energy USA Inc.**
Lender	**BOKF, NA dba Bank of Oklahoma**

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of $ **366,600.00**, all accrued interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

"Loan" means the loan evidenced by this Note.

"Loan Documents" means this Note and all other documents, agreements, certificates, instruments and acknowledgements evidencing and/or related to the Loan.

"SBA" means the Small Business Administration, an Agency of the United States of America.

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

The interest rate is 1.000% per year. The interest rate may only be changed in accordance with SOP 50 10.

From the date hereof ("Effective Date") to the date that is six (6) months from the Effective Date, and so long as no Default has occurred and is continuing, no payments of principal or interest will be required under this Note. Notwithstanding the foregoing payment deferral, interest shall accrue on the Loan from the Effective Date through the date the Loan is paid in full or fully forgiven in accordance with the provisions hereof.

Commencing with the payment due on the date that is seven (7) months from the Effective Date (the "Payment Commencement Date"), and continuing on the same day of each month thereafter, Borrower will pay this Loan in consecutive monthly payments of principal and interest, with each payment equal to the "Payment Amount" (defined below). On the Maturity Date, Borrower shall pay the remaining balance of principal and all accrued interest and other amounts due hereunder in full.

The "Payment Amount" shall be an amount determined by Lender on the Payment Commencement Date, and shall be equal to the total outstanding amount of principal and accrued interest hereunder on such date, amortized over a period of eighteen (18) months at the interest rate of 1.000% per annum.

Lender will apply each payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees or other expenses, and will apply any remaining balance to reduce principal.

PAYMENTS SHOULD BE REMITTED TO: BOKF, NA dba Bank of Oklahoma, P.O. Box 248818, Oklahoma City, OK 73124-8818. If a payment is made consistent with the written payment instructions provided by Lender and received on a business day by 5:00 p.m. local time, the payment will be applied that day. If a payment is received on a business day after 5:00 p.m., the payment may be applied the following business day.

Late Charge; Default Interest: If a payment on this Note is more than 15 days late, Lender may charge Borrower a late fee of up to 5.00% of the unpaid portion of the regularly scheduled payment. If any Default shall occur, the interest rate on the Loan may, in Lender's sole discretion, be increased to an amount equal to the stated Interest Rate plus ten percent (10%) per annum.

4. DEFAULT: Borrower is in default ("Default") under this Note if Borrower does not make any payment when due under this Note, or if Borrower:

A. Fails to do anything required by this Note and other Loan Documents;
B. Defaults on any other loan with Lender;
C. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
D. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA (whether in any Loan Document, any application or submission in regards to the Loan or the PPP (defined below) or otherwise);
E. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
F. Fails to pay any taxes when due;
G. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
H. Has a receiver or liquidator appointed for any part of their business or property;
I. Makes an assignment for the benefit of creditors;
J. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
K. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
L. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT: Without notice or demand and without giving up any of its rights, Lender may:

A. Require immediate payment of all amounts owing under this Note and the other Loan Documents;

B. Collect all amounts owing from any Borrower, including any default interest;

C. File suit and obtain judgment; or

D. Take any other action permitted by law, in equity or otherwise.

6. LENDER'S GENERAL POWERS: Without notice and without Borrower's consent, Lender may take the following action (which is not an exhausted list of Lender's general power):

A. Incur expenses and other costs to collect amounts due under this Note, and enforce the terms of this Note or any other Loan Document. Among other things, the expenses may include reasonable attorney's fees and costs. If Lender incurs such expenses, Borrower shall pay such amounts to Lender within five (5) days after written demand. Any such costs, expenses or other amounts shall be added to the indebtedness evidenced by this Note;

B. Release anyone obligated to pay this Note; and

C. Take any action necessary to collect amounts owing on this Note.

7. RIGHT TO SEEK LOAN FORGIVENESS. In accordance with the provisions of the PPP loan program, Borrower may apply for forgiveness of all or a portion of the Loan which was used by Borrower, during the eight (8) week period from the initial disbursement of the Loan, to pay (i) eligible payroll costs, (ii) payment of interest on a mortgage obligation incurred before February 15, 2020 (but excluding any principal payments); (iii) payment of rent obligations under leases dated before February 15, 2020; and (iv) payments of utility obligations under service agreements dated before February 15, 2020, provided, at least seventy-five percent (75%) of the forgivable amount must be used for payroll costs. As a material inducement to Lender making the Loan, Borrower acknowledges and agrees that neither Lender nor any of its employees, officers, directors, shareholders, agents, representatives and attorneys has made any promises or assurances that the Loan (or any portion thereof) will be forgiven and Borrower completely and unconditionally accepts all risks as to whether the Loan (or any portion thereof) may actually be forgiven under the CARES Act, the PPP or otherwise and unconditionally and irrevocably waives any and all rights, claims and causes of action against Lender and its employees, officers, directors, shareholders, agents, representatives and attorneys in connection therewith (whether existing now or in the future and whether under law, in equity or otherwise). Borrower is directed to the CARES Act (defined below), the PPP and all rules or guidance issued therewith for a detailed breakdown of eligible expenses and payments and a complete list of all requirements and conditions to request Loan forgiveness. To be eligible for consideration for Loan forgiveness, the Borrower must submit all required evidence and written documentation as well as a Borrower's attestation of such payments as required under the PPP and all rules or guidance issued therewith and such other documents as may otherwise be requested by Lender to process and consider Borrower's request for Loan forgiveness. The decision to forgive or not forgive all or any portion of the Loan shall be made by the Lender in its sole discretion.

8. WHEN FEDERAL LAW APPLIES: When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

When Lender is the holder, this Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oklahoma without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Oklahoma. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Tulsa County, State of Oklahoma.

9. SUCCESSORS AND ASSIGNS: Under this Note, Borrower includes its successors, and Lender includes its successors and assigns (including, without limitation, the SBA). Borrower may not assign this Note or any other Loan Document (whether directly, indirectly, by operation of law or otherwise) without Lender's prior written consent.

10. REPRESENTATIONS AND WARRANTIES: Borrower hereby represents and warrants to the Lender that: (a) it possesses all requisite power and authority to execute, deliver and comply with the terms of this Note and the other Loan Documents to which it is a party; (b) this Note and the other Loan Documents have been duly authorized and approved by all requisite corporate or other action on the part of the Borrower; (c) no additional consent of any other entity or person (other than the Lender) is required for this Note and the other Loan Documents to be effective; (d) the execution and delivery of this Note and the other Loan Documents do not violate the constituent organizational governance documents of Borrower, or any other contract or agreement to which Borrower or any of its assets is subject; (e) the representations and warranties contained in the Loan application and the Loan Documents are true and correct in all material respects on and as of the Effective Date and on the date of disbursement of the Loan; and (f) Borrower is in full compliance with all covenants and agreements applicable to it as contained in this Note and each other Loan Document. The representations and warranties made in this Note and each other Loan Document shall survive the execution and delivery hereof.

11. GENERAL PROVISIONS:

A. Borrower waives all suretyship defenses.

B. Borrower must sign all documents necessary at any time to comply with the Loan Documents. Borrower agrees to provide Lender with such additional information and documentation and take such other action as may be requested by Lender from time to time during the Loan to assure and confirm the rights created (or intended now or hereafter to be created) under this Note and the other Loan Documents or for carrying out the intention or facilitating the performance of the terms of this Note or any Loan Document.

C. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up or waiving any of them. Any waiver, forbearance or modification may only be made by a written document expressly signed by Lender and only to the extent set forth therein.

D. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.

E. If any part of this Note is unenforceable, all other parts remain in effect.

F. Borrower covenants and agrees to comply with all rules, regulations and requirements of the PPP and all rules, guidance and regulations therewith whether existing now or in the future including, without limitation, as to the use of Loan proceeds, document retention and submission and compliance requirements. This Loan is a business loan and has been made by the Lender, and accepted by Borrower, in accordance with the PPP and all rules, guidance and regulations therewith.

G. To the extent allowed by law, Borrower waives all demand and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; or that all or any portion of this Loan is not subject to forgiveness.

H. In consideration of the Lender's extension of the Loan to the Borrower, and other agreements and considerations the adequacy and sufficiency of which are hereby acknowledged, Borrower hereby agrees to indemnify, defend and hold Lender and its employees, officers, directors, shareholders, agents, representatives and attorneys harmless from and against all claims, costs, expenses, fees (including, without limitation, attorneys' fees and expenses), liabilities, claims, damages, losses, actions and causes of action arising from, related to or suffered by Lender in connection with the Loan, Borrower's use of the proceeds of the Loan, the relationship of Borrower and Lender, or any transaction contemplated by this Note or any other Loan Document (including, without limitation, Borrower's request for full or partial Loan forgiveness as provided herein).

I. If the interest or charges in the nature of interest, if any, provided for by this Note or by any other Loan Document, contravenes a legal or statutory limitation applicable to the Loan, if any, Borrower will pay only such amounts as legally permitted; provided, however, that if the defense of usury and all similar defenses are unavailable to Borrower, Borrower will pay all amounts provided for in this Note and in the other Loan Documents. If, for any reason, amounts in excess of the amounts permitted in the preceding sentence have been paid, received, collected or applied to this Note, whether by reason of acceleration or otherwise, then, and in that event, any such excess amounts will be applied to principal, unless principal has been fully paid, in which event such excess amount will be refunded to Borrower.

J. Time is of the essence hereof with respect to the dates, terms and conditions of this Note and the other Loan Documents.

K. Borrower acknowledges that in executing this Note, Borrower is not relying on, and has not relied on, any representation or statement (whether written or oral) by Lender or any of its affiliates, employees, officers, agents or representatives including, without limitation, respecting the benefits of, and Borrower's choice of, participating in the PPP, Borrower's ability to receive loan forgiveness under the PPP or any other requirements or benefits of the PPP. Borrower further acknowledges that this Note and the other Loan Documents may only be amended or modified, or the provisions hereof or thereof waived or supplemented, by an instrument in writing signed by the Borrower and Lender.

L. THIS NOTE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

12. EXECUTION/EFFECTIVENESS. Delivery of an executed counterpart of a signature page of this Note and any other Loan Document by telecopy, emailed pdf., tif. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Note and such other Loan Documents. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Note, the other Loan Documents and the transactions contemplated hereby and thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Upon the written request of Lender, Borrower shall promptly deliver to Lender an original manually executed original of this Note and such other Loan Documents and Borrower's failure to provide such original signatures in a reasonable period of time (as determined by Lender in its discretion) shall constitute a Default hereunder. For purposes hereof, an "***Electronic Signature***" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

Lender is making this loan pursuant to the Paycheck Protection Program (the "PPP") created by Section 1102 of the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") and governed by the CARES Act, section 7(a)(36) of the Small Business Act, any rules or guidance that has been issued by the Small Business Administration implementing the PPP, or any other applicable Loan Program Requirements, as defined in 13 CFR § 120.10, as amended from time to time (collectively "PPP Loan Program Requirements"). Notwithstanding anything to the contrary herein, the Borrower (a) agrees that this Promissory Note shall be interpreted and construed to be consistent with the PPP Loan Program Requirements and (b) authorizes the Lender to unilaterally amend any provision of this Promissory Note to the extent required to comply with the PPP Loan Program Requirements.

BORROWER'S NAME(S) AND SIGNATURES(S):

By signing below, each individual or entity executing this Note is attesting to his/her/their authority to execute this Note on behalf of the Borrower and bind the Borrower hereunder. As of the date hereof, the Borrower is fully obligated under this Note for all intents and purposes hereof.

BORROWER:

UR-Energy USA Inc.

X *_/s/ Roger L. Smith_*

BY Roger L. Smith, President

U.S. Small Business Administration

NOTE

SBA Loan#	**REDACTED**
BOKF Loan#	**REDACTED**
SBA Loan Name	**SBPP – SBA Paycheck Protection Program**
Date	**April 16, 2020**
Loan Amount	**$526,700.00**
Interest Rate	**1.00%**
Maturity Date	**April 16, 2022**
Borrower	**Lost Creek ISR LLC**
Lender	**BOKF, NA dba Bank of Oklahoma**

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of $ **526,700.00**, all accrued interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

"Loan" means the loan evidenced by this Note.

"Loan Documents" means this Note and all other documents, agreements, certificates, instruments and acknowledgements evidencing and/or related to the Loan.

"SBA" means the Small Business Administration, an Agency of the United States of America.

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

The interest rate is 1.000% per year. The interest rate may only be changed in accordance with SOP 50 10.

From the date hereof ("Effective Date") to the date that is six (6) months from the Effective Date, and so long as no Default has occurred and is continuing, no payments of principal or interest will be required under this Note. Notwithstanding the foregoing payment deferral, interest shall accrue on the Loan from the Effective Date through the date the Loan is paid in full or fully forgiven in accordance with the provisions hereof.

Commencing with the payment due on the date that is seven (7) months from the Effective Date (the "Payment Commencement Date"), and continuing on the same day of each month thereafter, Borrower will pay this Loan in consecutive monthly payments of principal and interest, with each payment equal to the "Payment Amount" (defined below). On the Maturity Date, Borrower shall pay the remaining balance of principal and all accrued interest and other amounts due hereunder in full.

The "Payment Amount" shall be an amount determined by Lender on the Payment Commencement Date, and shall be equal to the total outstanding amount of principal and accrued interest hereunder on such date, amortized over a period of eighteen (18) months at the interest rate of 1.000% per annum.

Lender will apply each payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees or other expenses, and will apply any remaining balance to reduce principal.

PAYMENTS SHOULD BE REMITTED TO: BOKF, NA dba Bank of Oklahoma, P.O. Box 248818, Oklahoma City, OK 73124-8818. If a payment is made consistent with the written payment instructions provided by Lender and received on a business day by 5:00 p.m. local time, the payment will be applied that day. If a payment is received on a business day after 5:00 p.m., the payment may be applied the following business day.

Late Charge; Default Interest: If a payment on this Note is more than 15 days late, Lender may charge Borrower a late fee of up to 5.00% of the unpaid portion of the regularly scheduled payment. If any Default shall occur, the interest rate on the Loan may, in Lender's sole discretion, be increased to an amount equal to the stated Interest Rate plus ten percent (10%) per annum.

4. DEFAULT: Borrower is in default ("Default") under this Note if Borrower does not make any payment when due under this Note, or if Borrower:

A. Fails to do anything required by this Note and other Loan Documents;
B. Defaults on any other loan with Lender;
C. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
D. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA (whether in any Loan Document, any application or submission in regards to the Loan or the PPP (defined below) or otherwise);
E. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
F. Fails to pay any taxes when due;
G. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
H. Has a receiver or liquidator appointed for any part of their business or property;
I. Makes an assignment for the benefit of creditors;
J. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
K. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
L. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT: Without notice or demand and without giving up any of its rights, Lender may:

A. Require immediate payment of all amounts owing under this Note and the other Loan Documents;

B. Collect all amounts owing from any Borrower, including any default interest;

C. File suit and obtain judgment; or

D. Take any other action permitted by law, in equity or otherwise.

6. LENDER'S GENERAL POWERS: Without notice and without Borrower's consent, Lender may take the following action (which is not an exhausted list of Lender's general power):

A. Incur expenses and other costs to collect amounts due under this Note, and enforce the terms of this Note or any other Loan Document. Among other things, the expenses may include reasonable attorney's fees and costs. If Lender incurs such expenses, Borrower shall pay such amounts to Lender within five (5) days after written demand. Any such costs, expenses or other amounts shall be added to the indebtedness evidenced by this Note;

B. Release anyone obligated to pay this Note; and

C. Take any action necessary to collect amounts owing on this Note.

7. RIGHT TO SEEK LOAN FORGIVENESS. In accordance with the provisions of the PPP loan program, Borrower may apply for forgiveness of all or a portion of the Loan which was used by Borrower, during the eight (8) week period from the initial disbursement of the Loan, to pay (i) eligible payroll costs, (ii) payment of interest on a mortgage obligation incurred before February 15, 2020 (but excluding any principal payments); (iii) payment of rent obligations under leases dated before February 15, 2020; and (iv) payments of utility obligations under service agreements dated before February 15, 2020, provided, at least seventy-five percent (75%) of the forgivable amount must be used for payroll costs. As a material inducement to Lender making the Loan, Borrower acknowledges and agrees that neither Lender nor any of its employees, officers, directors, shareholders, agents, representatives and attorneys has made any promises or assurances that the Loan (or any portion thereof) will be forgiven and Borrower completely and unconditionally accepts all risks as to whether the Loan (or any portion thereof) may actually be forgiven under the CARES Act, the PPP or otherwise and unconditionally and irrevocably waives any and all rights, claims and causes of action against Lender and its employees, officers, directors, shareholders, agents, representatives and attorneys in connection therewith (whether existing now or in the future and whether under law, in equity or otherwise). Borrower is directed to the CARES Act (defined below), the PPP and all rules or guidance issued therewith for a detailed breakdown of eligible expenses and payments and a complete list of all requirements and conditions to request Loan forgiveness. To be eligible for consideration for Loan forgiveness, the Borrower must submit all required evidence and written documentation as well as a Borrower's attestation of such payments as required under the PPP and all rules or guidance issued therewith and such other documents as may otherwise be requested by Lender to process and consider Borrower's request for Loan forgiveness. The decision to forgive or not forgive all or any portion of the Loan shall be made by the Lender in its sole discretion.

8. WHEN FEDERAL LAW APPLIES: When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

When Lender is the holder, this Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oklahoma without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Oklahoma. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Tulsa County, State of Oklahoma.

9. SUCCESSORS AND ASSIGNS: Under this Note, Borrower includes its successors, and Lender includes its successors and assigns (including, without limitation, the SBA). Borrower may not assign this Note or any other Loan Document (whether directly, indirectly, by operation of law or otherwise) without Lender's prior written consent.

10. REPRESENTATIONS AND WARRANTIES: Borrower hereby represents and warrants to the Lender that: (a) it possesses all requisite power and authority to execute, deliver and comply with the terms of this Note and the other Loan Documents to which it is a party; (b) this Note and the other Loan Documents have been duly authorized and approved by all requisite corporate or other action on the part of the Borrower; (c) no additional consent of any other entity or person (other than the Lender) is required for this Note and the other Loan Documents to be effective; (d) the execution and delivery of this Note and the other Loan Documents do not violate the constituent organizational governance documents of Borrower, or any other contract or agreement to which Borrower or any of its assets is subject; (e) the representations and warranties contained in the Loan application and the Loan Documents are true and correct in all material respects on and as of the Effective Date and on the date of disbursement of the Loan; and (f) Borrower is in full compliance with all covenants and agreements applicable to it as contained in this Note and each other Loan Document. The representations and warranties made in this Note and each other Loan Document shall survive the execution and delivery hereof.

11. GENERAL PROVISIONS:

A. Borrower waives all suretyship defenses.

B. Borrower must sign all documents necessary at any time to comply with the Loan Documents. Borrower agrees to provide Lender with such additional information and documentation and take such other action as may be requested by Lender from time to time during the Loan to assure and confirm the rights created (or intended now or hereafter to be created) under this Note and the other Loan Documents or for carrying out the intention or facilitating the performance of the terms of this Note or any Loan Document.

C. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up or waiving any of them. Any waiver, forbearance or modification may only be made by a written document expressly signed by Lender and only to the extent set forth therein.

D. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.

E. If any part of this Note is unenforceable, all other parts remain in effect.

F. Borrower covenants and agrees to comply with all rules, regulations and requirements of the PPP and all rules, guidance and regulations therewith whether existing now or in the future including, without limitation, as to the use of Loan proceeds, document retention and submission and compliance requirements. This Loan is a business loan and has been made by the Lender, and accepted by Borrower, in accordance with the PPP and all rules, guidance and regulations therewith.

G. To the extent allowed by law, Borrower waives all demand and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; or that all or any portion of this Loan is not subject to forgiveness.

H. In consideration of the Lender's extension of the Loan to the Borrower, and other agreements and considerations the adequacy and sufficiency of which are hereby acknowledged, Borrower hereby agrees to indemnify, defend and hold Lender and its employees, officers, directors, shareholders, agents, representatives and attorneys harmless from and against all claims, costs, expenses, fees (including, without limitation, attorneys' fees and expenses), liabilities, claims, damages, losses, actions and causes of action arising from, related to or suffered by Lender in connection with the Loan, Borrower's use of the proceeds of the Loan, the relationship of Borrower and Lender, or any transaction contemplated by this Note or any other Loan Document (including, without limitation, Borrower's request for full or partial Loan forgiveness as provided herein).

I. If the interest or charges in the nature of interest, if any, provided for by this Note or by any other Loan Document, contravenes a legal or statutory limitation applicable to the Loan, if any, Borrower will pay only such amounts as legally permitted; provided, however, that if the defense of usury and all similar defenses are unavailable to Borrower, Borrower will pay all amounts provided for in this Note and in the other Loan Documents. If, for any reason, amounts in excess of the amounts permitted in the preceding sentence have been paid, received, collected or applied to this Note, whether by reason of acceleration or otherwise, then, and in that event, any such excess amounts will be applied to principal, unless principal has been fully paid, in which event such excess amount will be refunded to Borrower.

J. Time is of the essence hereof with respect to the dates, terms and conditions of this Note and the other Loan Documents.

K. Borrower acknowledges that in executing this Note, Borrower is not relying on, and has not relied on, any representation or statement (whether written or oral) by Lender or any of its affiliates, employees, officers, agents or representatives including, without limitation, respecting the benefits of, and Borrower's choice of, participating in the PPP, Borrower's ability to receive loan forgiveness under the PPP or any other requirements or benefits of the PPP. Borrower further acknowledges that this Note and the other Loan Documents may only be amended or modified, or the provisions hereof or thereof waived or supplemented, by an instrument in writing signed by the Borrower and Lender.

L. THIS NOTE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

12. EXECUTION/EFFECTIVENESS. Delivery of an executed counterpart of a signature page of this Note and any other Loan Document by telecopy, emailed pdf., tif. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Note and such other Loan Documents. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Note, the other Loan Documents and the transactions contemplated hereby and thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Upon the written request of Lender, Borrower shall promptly deliver to Lender an original manually executed original of this Note and such other Loan Documents and Borrower's failure to provide such original signatures in a reasonable period of time (as determined by Lender in its discretion) shall constitute a Default hereunder. For purposes hereof, an "***Electronic Signature***" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

Lender is making this loan pursuant to the Paycheck Protection Program (the "PPP") created by Section 1102 of the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") and governed by the CARES Act, section 7(a)(36) of the Small Business Act, any rules or guidance that has been issued by the Small Business Administration implementing the PPP, or any other applicable Loan Program Requirements, as defined in 13 CFR § 120.10, as amended from time to time (collectively "PPP Loan Program Requirements"). Notwithstanding anything to the contrary herein, the Borrower (a) agrees that this Promissory Note shall be interpreted and construed to be consistent with the PPP Loan Program Requirements and (b) authorizes the Lender to unilaterally amend any provision of this Promissory Note to the extent required to comply with the PPP Loan Program Requirements.

BORROWER'S NAME(S) AND SIGNATURES(S):

By signing below, each individual or entity executing this Note is attesting to his/her/their authority to execute this Note on behalf of the Borrower and bind the Borrower hereunder. As of the date hereof, the Borrower is fully obligated under this Note for all intents and purposes hereof.

BORROWER:

Lost Creek ISR LLC

X *__/s/ Roger L. Smith__*

BY Roger L. Smith, President

Exhibit 31.1

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

I, Jeffrey T. Klenda, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Ur-Energy Inc.;

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

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

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

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant is made known to us by others within this entity, particularly during the period in which this report is being prepared;

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

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

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

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

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

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

Date: May 8, 2020

By: /s/ Jeffrey T. Klenda
Jeffrey T. Klenda
Chief Executive Officer

Exhibit 31.2

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

I, Roger Smith certify that:

1. I have reviewed this quarterly report on Form 10-Q of Ur-Energy Inc.;

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

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

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

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant is made known to us by others within this entity, particularly during the period in which this report is being prepared;

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

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

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

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

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

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

Date: May 8, 2020

By: /s/ Roger Smith
Roger Smith
Chief Financial Officer

Exhibit 32.1

**CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with this quarterly report of Ur-Energy Inc. (the "Registrant") on Form 10-Q for the period ended March 31, 2020, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, the undersigned, in the capacity and on the date indicated below, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(a) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

Date: May 8, 2020

By: /s/ Jeffrey T. Klenda
Jeffrey T. Klenda
Chief Executive Officer

Exhibit 32.2

**CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with this quarterly report of Ur-Energy Inc. (the “Registrant”) on Form 10-Q for the period ended March 31, 2020, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, the undersigned, in the capacity and on the date indicated below, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(a) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

Date: May 8, 2020

By: /s/ Roger Smith
Roger Smith
Chief Financial Officer