

UR-ENERGY INC
Form 6-K
July 03, 2013

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 6-K

Report of Foreign Private Issuer

Pursuant to Rule 13a-16 or 15d-16

Under the Securities Exchange Act of 1934

For the month of July 2013

Commission File No.: **001-33905**

UR-ENERGY INC.

(Translation of the registrant's name into English)

10758 W Centennial Road, Suite 200

Littleton, Colorado 80127

(Address of principal executive office)

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

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Form 20-F Form 40-F

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

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

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

Yes No

FORM 51-102F3

MATERIAL CHANGE REPORT

1. **Name and Address of Company**

Ur-Energy Inc.
55 Metcalfe Street, Suite 1300
Ottawa, Ontario K1P 6L5

2. **Date of Material Change**

June 24, 2013

3. **News Release**

Attached as Schedule A is a copy of the news release issued by Ur-Energy Inc. (the “Company” or “Ur-Energy”) on June 25, 2013 at Denver, Colorado via PR Newswire.

4. **Summary of Material Change**

The Company, and certain of its U.S. subsidiaries, closed the previously announced US\$20.0 million secured loan facility (the “Loan Facility”) with RMB Australia Holdings Ltd. (“RMBAH”) on June 24, 2013.

The Loan Facility is intended to provide additional interim working capital for the construction of the Company’s flagship Lost Creek Project. Proceeds from the Loan Facility will also be used to repay all amounts outstanding under the previously announced US\$5.0 million bridge loan facility with RMBAH. A copy of the Facility Agreement is attached as Schedule B.

5. **Full Description of Material Change**

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The Company, and certain of its U.S. subsidiaries, closed the previously announced US\$20.0 million secured loan facility (the “Loan Facility”) with RMB Australia Holdings Ltd. (“RMBAH”) on June 24, 2013.

The Loan Facility is intended to provide additional interim working capital for the construction of the Company’s flagship Lost Creek Project. Proceeds from the Loan Facility will also be used to repay all amounts outstanding under the previously announced US\$5.0 million bridge loan facility with RMBAH.

The Loan Facility includes the following terms:

- an interest rate of LIBOR plus 7.5% per annum calculated quarterly;
- an arrangement fee of 6.0% payable at closing;

- a grant of warrants with a five-year expiry exercisable for 4,294,167 common shares of the Company at an exercise price of C\$1.20, and other terms as set forth in the warrant certificate;
- customary security and other customary terms as set forth in the Loan Facility transaction documents.

6. **Reliance on subsection 7.1(2) or (3) of National Instrument 51-102**

Not applicable.

7. **Omitted Information**

Not applicable.

8. **Executive Officer**

Roger L. Smith, CFO/CAO

Ur-Energy Inc.

10758 W. Centennial Road, Suite 200
Littleton, Colorado 80127

Telephone: 720-981-4588

9. **Date of Report**

July 3, 2013

Schedule A

Ur-Energy Closes US\$20,000,000 Loan Facility

Littleton, Colorado (PR Newswire – June 25, 2013) **Ur-Energy Inc. (TSX:URE, NYSE MKT:URG)** (“Ur-Energy” or the “Company”) is pleased to announce that the Company, and certain of its U.S. subsidiaries, closed the previously announced US\$20.0 million secured loan facility (the “Loan Facility”) with RMB Australia Holdings Ltd. (“RMBAH”) on June 24, 2013.

The Loan Facility is intended to provide additional interim working capital for the construction of the Company’s flagship Lost Creek Project. Proceeds from the Loan Facility will also be used to repay all amounts outstanding under the previously announced US\$5.0 million bridge loan facility with RMBAH.

The Loan Facility includes the following terms:

- an interest rate of LIBOR plus 7.5% per annum calculated quarterly;
- an arrangement fee of 6.0% payable at closing;
- a grant of a 4,294,167 warrants with a five-year expiry exercisable for 4,294,167 common shares of the Company at an exercise price of C\$1.20, and other terms as set forth in the warrant certificate;
- customary security and other customary terms as set forth in the Loan Facility transaction documents.

The Company continues to work with the State of Wyoming and Sweetwater County to advance a US\$34.0 million bond loan (the “Bond Loan”) through the State’s Industrial Development Bond program towards completion. It is expected that the Loan Facility will be repaid upon the closing of the Bond Loan, after which time the Loan Facility will remain available to fund the acquisition and advancement of the Pathfinder Mines assets in Wyoming. The Company continues to anticipate receiving all required regulatory approvals for the closing of the previously announced Pathfinder Mines Corporation acquisition in the near future.

Ur-Energy President and CEO Wayne Heili commented, “We are very pleased to announce the closing of this Loan Facility, which provides a great deal of flexibility to the Company as we complete the construction of the Lost Creek Project and await final approvals of the Bond Loan and Pathfinder acquisition.”

About Ur-Energy

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Ur-Energy is a junior uranium mining company currently constructing its first in-situ recovery (ISR) uranium mine in south- central Wyoming at its fully licensed and permitted Lost Creek project. The Lost Creek processing facility will have two million pounds per year capacity and is anticipated to be in production in the second half of 2013. Ur-Energy engages in the identification, acquisition, exploration and development of uranium projects in the United States and Canada. Shares of Ur-Energy trade on the Toronto Stock Exchange under the symbol “URE” and on the NYSE MKT under the symbol “URG”. Ur-Energy’s corporate office is located in Littleton, Colorado; its registered office is in Ottawa, Ontario. Ur-Energy’s website is www.ur-energy.com.

FOR FURTHER INFORMATION, PLEASE CONTACT

Rich Boberg, Director, IR/PR	Wayne Heili, President and CEO
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866-981-4588	866-981-4588
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This release may contain “forward-looking statements” within the meaning of applicable securities laws regarding events or conditions that may occur in the future (*e.g.*, timing and ability to complete bond closing; timing of receipt of governmental approvals for and completion of the closing of the Pathfinder acquisition; timing of completion of construction and commencement of operations at Lost Creek) and are based on current expectations that, while considered reasonable by management at this time, inherently involve a number of significant business, economic and competitive risks, uncertainties and contingencies. Factors that could cause actual results to differ materially from any forward-looking statements include, but are not limited to, capital and other costs varying significantly from estimates; failure to establish estimated resources and reserves; the grade and recovery of ore which is mined varying from estimates; production rates, methods and amounts varying from estimates; delays in obtaining or failures to obtain required governmental, environmental or other project approvals; inflation; changes in exchange rates; fluctuations in commodity prices; delays in development and other factors. Readers should not place undue reliance on forward-looking statements. The forward-looking statements contained herein are based on the beliefs, expectations and opinions of management as of the date hereof and Ur-Energy disclaims any intent or obligation to update them or revise them to reflect any change in circumstances or in management’s beliefs, expectations or opinions that occur in the future.

SCHEDULE B

Agreement

Execution Version

Facility Agreement

Ur-Energy USA Inc.

Ur-Energy Inc.

Lost Creek ISR, LLC

RMB Australia Holdings Limited

RMB Resources, a division of FirstRand Bank
Limited (London Branch)

Contents

Table of contents

The agreement	1
Operative part	3
1 Definitions and interpretations	3
1.1 Definitions	3
1.2 Interpretations	26
1.3 Inclusive expressions	28
1.4 Business Day	28
1.5 Accounting Standards	28
2 Conditions precedent and conditions subsequent	28
2.1 Conditions precedent to the first Funding Portion	28
2.2 Conditions precedent to the first Funding Portion for the Pathfinder Acquisition	30
2.3 Conditions precedent to all Funding Portions	31
2.4 Conditions subsequent	32
2.5 Certified copies	32
2.6 Benefit of conditions precedent	32
3 Commitment, purpose and availability of Facility	33
3.1 Provision of Commitment	33
3.2 Purpose	33
3.3 Cancellation of Commitment during Availability Period	33
3.4 Cancellation at end of Availability Period	33
3.5 Voluntary prepayment	33
3.6 Mandatory prepayment	34
3.7 Cancellations and prepayments in inverse order	34
4 Funding and rate setting procedures	35
4.1 Delivery of Funding Notice	35
4.2 Requirements for a Funding Notice	35
4.3 Irrevocability of Funding Notice	35
4.4 Amount of Funding Portions	35
4.5 Frequency of Funding Portions	35
4.6 Interest Periods	35
4.7 Determination of Funding Rate	36
5 Facility	36
5.1 Provision of Funding Portions	36
5.2 Repayment	36
5.3 Repayment of other Secured Moneys	36
5.4 Interest	36
5.5 Calculation of per annum interest rate	36
5.6 Market Disruption Event	37

6 Payments	37
6.1 Manner of payment	37
6.2 Payments on a Business Day	38
6.3 Payments in gross	38
6.4 Additional payments	38

Contents

6.5	Taxation deduction procedures	38
6.6	Tax Credit	39
6.7	Tax affairs	39
6.8	Amounts payable on demand	39
6.9	Appropriation of payments	39
6.10	Currency exchanges	40
7	Warrants	40
7.1	Warrants	40
7.2	Issue of Warrants	40
7.3	Exercise of Warrants	40
7.4	Ranking of Shares and Warrants	41
7.5	Registration under Securities Laws	41
7.6	Approvals for issue of Shares	42
8	Representations and warranties	42
8.1	General representations and warranties	42
8.2	Projects representations and warranties	46
8.3	Survival and repetition of representations and warranties	48
8.4	Reliance by Finance Parties	49
9	Undertakings	49
9.1	Conduct of Projects	49
9.2	Projects Covenants	49
9.3	Environmental issues	50
9.4	Mineral Rights	50
9.5	Corporate and Project Budget	51
9.6	Provision of information and reports	51
9.7	Proper accounts	52
9.8	Notices to the Agent	53
9.9	Corporate existence	54
9.10	Compliance	54
9.11	Maintenance of capital	54
9.12	Compliance with laws and Authorizations	54
9.13	Establishment of Defined Benefit Plan	55
9.14	Payment of debts, outgoings and Taxes	55
9.15	Project Documents	55
9.16	Amendments to constitution	56
9.17	State Facility to be first ranking	56
9.18	Negative pledge and disposal of assets	56
9.19	No change to business	57
9.20	Financial accommodation and Financial Indebtedness	57
9.21	Arm's length transactions	58
9.22	Restrictions on Distributions and fees	58
9.23	Undertakings regarding Secured Property	58
9.24	Insurance	59
9.25	Term of undertakings	61

9.26 Release of Security	61
10 Funding Account	61
10.1 Establishment of Funding Account	61
10.2 Flow of funds from Funding Account	62

page 2

Contents

11	Events of Default and Review Events	62
11.1	Events of Default	62
11.2	Effect of Event of Default	65
11.3	Transaction Parties to continue to perform	65
11.4	Enforcement	66
11.5	Review Event	66
12	Increased costs and illegality	66
12.1	Increased costs	66
12.2	Illegality	67
12.3	Reduction of Commitment	67
12.4	Patriot Act	67
13	Guaranty and indemnity	67
13.1	Guaranty	67
13.2	Payment	68
13.3	Securities for other money	68
13.4	Amount of Secured Moneys	68
13.5	Proof by Financier	68
13.6	Avoidance of payments	68
13.7	Indemnity for avoidance of Secured Moneys	69
13.8	No obligation to marshal	69
13.9	Non-exercise of Guarantor's rights	70
13.10	Principal and independent obligation	70
13.11	Suspense account	70
13.12	Unconditional nature of obligations	70
13.13	No competition	72
13.14	Continuing guaranty	73
13.15	Variation	73
13.16	Judgments	73
13.17	Accession of Guarantors	73
14	Indemnities and Break Costs	74
14.1	General indemnity	74
14.2	Break Costs	75
14.3	Continuing indemnities and evidence of Loss	75
15	Fees, Tax, costs and expenses	75
15.1	Arrangement fee	75
15.2	Commitment fee	76
15.3	Tax	76
15.4	Costs and expenses	76
16	Interest on overdue amounts	76
16.1	Payment of interest	76
16.2	Accrual of interest	77
16.3	Rate of interest	77
17	Assignment	77
17.1	Assignment by Transaction Party	77

17.2 Borrower obligation in registered form	77
17.3 Assignment by Finance Party	77
17.4 Assist	78

Contents

17.5 Lending Office	78
17.6 No increase in costs	78
18 Saving provisions	78
18.1 No merger of security	78
18.2 Exclusion of moratorium	78
18.3 Conflict	79
18.4 Consents	79
18.5 Principal obligations	79
18.6 Non-avoidance	79
18.7 Set-off authorized	80
18.8 Agent's certificates and approvals	80
18.9 No reliance or other obligations and risk assumption	80
18.10 Power of attorney	80
19 General	81
19.1 Confidential information	81
19.2 Transaction Party to bear cost	81
19.3 Notices	81
19.4 Governing law and jurisdiction	82
19.5 Prohibition and enforceability	82
19.6 Waivers	82
19.7 Variation	83
19.8 Cumulative rights	83
19.9 Attorneys	83
19.10 Counterparts	83
Schedules	
Notice Details	85
Funding Notice	87
Repayment Schedule	88
Promissory Note	89
Borrower Group Structure Diagram	92
Guarantor Assumption Agreement	93
Permitted Interests	96
Permitted Royalties	103
UCC Financing Statements	113

