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

FORM 8-K

Current Report

Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **October 14, 2015**

UR-ENERGY INC.

(Exact name of registrant as specified in its charter)

Canada
(State or other jurisdiction of
incorporation or organization)

001- 33905
(Commission
File Number)

Not applicable
(I.R.S. Employer
Identification Number)

10758 W Centennial Road, Suite 200
Littleton, Colorado
(Address of principal executive offices)

80127
(Zip code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-

Item 1.01 Entry into a Material Definitive Agreement (Amendment).

Ur-Energy Inc. (the “Company”) has entered into a further amendment to its secured loan facility (the “Amended Loan Facility”) with RMB Australia Holdings Ltd (“RMBAH”). The amendment allows for the repayment of the revolver portion of the facility (\$3.5 million) to be made in four quarterly installments commencing March 31, 2016 and concluding December 31, 2016. The revolver was previously required to be repaid in full on March 31, 2016.

The amendment to the facility does not affect the remaining payments on the primary loan facility, repayment of which will be concluded March 31, 2016. Interest rates and other substantive loan facility terms are unchanged, and there were no financing costs associated with the amendment.

The foregoing summary of the terms and conditions of the Amended Loan Facility does not purport to be complete and is qualified in its entirety by reference to the text of the Amended Loan Facility, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

Item 2.02 Results of Operations and Financial Condition.

On October 14, 2015, Ur-Energy Inc. issued a press release providing an operational update for the quarter ended September 30, 2015.

A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information in this Item 2.02 of this Current Report on Form 8-K, including the information set forth in Exhibit 99.1, is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing by the company under the Securities Act of 1933 or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Second Amendment Agreement – Facility Agreement
99.1	Press release of Ur-Energy Inc., dated October 14, 2015, providing an operational update for the quarter ended September 30, 2015.*

*This Exhibit is intended to be furnished to, not filed with, the SEC pursuant to General Instruction B.2 of Form 8-K.

SIGNATURE

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

Date: October 19, 2015

Ur-Energy Inc.

By: */s/ Penne A. Goplerud*

Name: Penne A. Goplerud

Title: Corporate Secretary and General Counsel

EXHIBIT INDEX

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Agreement

Second Amendment Agreement - Facility Agreement

Ur-Energy USA Inc.

Ur-Energy Inc.

Pathfinder Mines Corporation

RMB Australia Holdings Limited

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

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Second Amendment Agreement - Facility Agreement

Date ► 2015

Between the parties

Borrower **Ur-Energy USA Inc.**

a corporation incorporated under the laws of Colorado of 10758 West Centennial Road, Suite 200, Littleton, Colorado, 80127

(Borrower)

Parent **Ur-Energy Inc.**

a company continued under the Canada Business Corporations Act having company number 437428-2 of 10758 West Centennial Road, Suite 200, Littleton, Colorado, 80127

(Parent)

Pathfinder **Pathfinder Mines Corporation**

a corporation incorporated under the laws of Delaware, United States of America of 10758 West Centennial Road, Suite 200, Littleton, Colorado, 80127

(Pathfinder)

Financier **RMB Australia Holdings Limited**

a company existing under the laws of Australia having registration number ACN 003 201 214 of Level 13, 60 Castlereagh Street, Sydney, New South Wales 2000, Australia

(Financier)

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

registered in England & Wales (Branch Registration No. BR10027) of 2-6 Austin Friars, London EC2N2HD

(Agent)

Background

- 1 The parties are party to the Facility Agreement
- 2 The parties wish to amend the Facility Agreement in the manner set out in this agreement.

The parties agree:

as set out in the operative part of this agreement, in consideration of, among other things, the mutual promises contained in this agreement.

1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this document are set out below.

Term	Meaning
Amended Facility Agreement	the Facility Agreement as amended in accordance with clause 2.
Effective Date	the date of this agreement.
Facility Agreement	the facility agreement dated 24 June 2013 between certain parties to this agreement, as amended by: <ol style="list-style-type: none">1 the agreement entitled 'Amendment and Restatement Agreement – Facility Agreement' dated 27 August 2013 between certain parties to this agreement;2 the agreement entitled 'Amendment Agreement – Facility Agreement' dated 19 December 2013 between certain parties to this agreement; and3 the agreement entitled 'Second Amendment and Restatement Agreement – Facility Agreement' dated on or around 15 March 2015 between the parties to this agreement.

1.2 Interpretation

- (a) This agreement is supplemental to the Facility Agreement.
- (b) The principles of interpretation contained in clause 1.2 of the Facility Agreement apply, with any necessary changes, to this agreement.

1.3 Interpretation of inclusive expressions

Specifying anything in this agreement after the words 'includes' or 'for example' or similar expressions does not limit what else is included unless there is express wording to the contrary.

1.4 Incorporated definitions

A word or phrase, other than one defined in clause 1.1, defined in the Amended Facility Agreement has the same meaning when used in this agreement.

1.5 Agreement components

This agreement includes any schedule.

2 Amendment

2.1 Amendment to Facility Agreement

On and with effect from the Effective Date, the Facility Agreement is amended as set out in Schedule 1.

2.2 Amendments not to affect validity, rights, obligations

- (a) The amendments to the Facility Agreement in clause 2.1 do not affect the validity or enforceability of the Facility Agreement, Amended Facility Agreement or any other Transaction Document.
- (b) Except as expressly set out in this agreement, nothing in this agreement:
 - (1) prejudices or adversely affects any right, power, authority, discretion or remedy; or
 - (2) discharges, releases or otherwise affects any liability or obligationarising under the Facility Agreement, Amended Facility Agreement or any other Transaction Document before the Effective Date.

2.3 Confirmation

- (a) On and with effect from the Effective Date, each party is bound by the Amended Facility Agreement.
- (b) Each party acknowledges and agrees that this agreement is a 'Transaction Document' as defined in, and for all purposes under, the Amended Facility Agreement.

2.4 Guarantor acknowledgments

Each Guarantor confirms that its obligations under its Guarantee in the Facility Agreement continue to apply despite the amendments contemplated or effected by this agreement.

3 Representations and Warranties

Each Transaction Party affirms and repeats each of the representations and warranties given by it in clause 8 of the Amended Facility Agreement as if it were made at the date of execution of this agreement with respect to the facts and circumstances then subsisting.

4.1 *Governing law and jurisdiction*

- (a) This agreement is governed by the laws of the State of Colorado and the laws of the United States of America which are applicable in the State of Colorado.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State or Federal courts of the State of Colorado.

4.2 *Further action*

Each party must do all things and execute all further documents necessary to give full effect to this agreement.

4.3 *Costs and expenses*

The Borrower must pay all reasonable costs and expenses of the Finance Parties in relation to the negotiation, preparation, execution, delivery, stamping and completion of this agreement.

4.4 *Stamp duty*

The Borrower must pay any stamp duty or similar Tax which is payable in connection with the execution or performance of this agreement.

4.5 *Counterparts*

- (a) This agreement may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this agreement by signing any counterpart.

4.6 *Attorneys*

Each of the attorneys executing this agreement states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.

Schedule 1

Amendments to Facility Agreement

- (a) Clause 1.1 is amended by inserting the definition of ‘Tranche 2 Facility Repayment Amount’ below the definition of ‘Tranche 2 Facility Principal Outstanding’:

Tranche 2 Facility Repayment Amount each of the amounts set out in column 2 of the table located in clause 5.3(a) of this agreement.

- (b) The definition of ‘Final Repayment Date’ and ‘Tranche 2 Facility Repayment Date’ in clause 1.1 are deleted and replaced with the following:

Final Repayment Date 31 December 2016.

Tranche 2 Facility Repayment Date each of the dates set out in column 1 of the table located in clause 5.3(a) of this agreement.

- (c) The content of clause 5.3 is deleted and replaced with the following:

5.3 Repayment – Tranche 2 Facility

- (a) The Borrower must repay the Tranche 2 Facility Principal Outstanding by paying, on each Tranche 2 Facility Repayment Date, the Tranche 2 Facility Repayment Amount in accordance with the following table:

Repayment Date	Repayment Amount	Tranche 2 Facility Principal Outstanding
31 March 2016	US \$265,625	US \$3,234,375
30 June 2016	US \$1,078,125	US \$2,156,250

Repayment Date	Repayment Amount	Tranche 2 Facility Principal Outstanding
30 September 2016	US \$1,078,125	US \$1,078,125
31 December 2016	US \$1,078,125	0

(b) The Tranche 2 Facility Commitment and the Tranche 2 Facility Principal Outstanding under the Tranche 2 Facility is reduced on each Tranche 2 Facility Repayment Date by the amount paid in accordance with clause 5.3(a).

(d) The Notice Details for the Agent in Schedule 1 are deleted and replaced with the following:

Address: Level 15, 60 Castlereagh Street, Sydney, New South Wales, 2000, Australia

Attention: Arnold Vogel

Facsimile: +61 2 9256 6291

Email: arnold.vogel@rmbresources.com.au

(e) The 'Address' section in the Notice Details for the Financier in Schedule 1 is deleted and replaced with the following:

Address: Level 15, 60 Castlereagh Street, Sydney, New South Wales 2000, Australia

Executed as an agreement

Signing page

Borrower

Signed for
Ur-Energy USA Inc.
by its authorized signatory

sign here ► /s/ Roger L. Smith
Authorized Signatory

print name Roger L. Smith, President

Parent

Signed for
Ur-Energy Inc.
by its authorized signatory

sign here ► /s/ Roger L. Smith
Authorized Signatory

print name Roger L. Smith, CFO/CAO

Pathfinder

Signed for
Pathfinder Mines Corporation
by its authorized signatory

sign here ► /s/ John W. Cash

print name John W. Cash, President

Agent

Signed for
RMB Resources, a division of FirstRand Bank Limited (London Branch)
by its authorized signatory

sign here ▶ /s/ Stephen Peters
Authorized Signatory

print name Stephen Peters

sign here ▶ /s/ Marcus Dews
Authorized Signatory

print name Marcus Dews

Financier

Signed for
RMB Australia Holdings Limited
by

sign here ▶ /s/ Gregory Gay
Director/Secretary

print name Gregory Gay

sign here ▶ /s/ Arnold Vogel
Director

print name Arnold Vogel

Ur-Energy Provides 2015 Q3 Operational Results and Further Guidance

Littleton, Colorado (PR Newswire – October 14, 2015) **Ur-Energy Inc. (NYSE MKT:URG, TSX:URE)** (the “Company” or “Ur-Energy”) reports the following operational results for third quarter 2015, and other recent developments, including the amendment of the Company’s Loan Facility with RMB Australia Holdings Ltd (“RMB”).

Highlights

Lost Creek Operations

	<u>Units</u>	<u>2015 Q1</u>	<u>2015 Q2</u>	<u>2015 Q3</u>	<u>2015 YTD</u>
U ₃ O ₈ Captured	('000 lbs)	192.3	207.3	172.2	571.8
U ₃ O ₈ Dried & Drummed	('000 lbs)	177.1	183.9	176.8	537.8
U ₃ O ₈ Sold (from production)	('000 lbs)	146.0	204.0	150.0	500.0
Average Flow Rate	(gpm)	1,681	1,840	1,931	1,818
U ₃ O ₈ Head Grade	(mg/l)	110	108	86.4	101.4

Lost Creek Uranium Sales and Operational Highlights

For the quarter, 172,282 pounds of U₃O₈ were captured within the Lost Creek plant; 176,850 pounds U₃O₈ were packaged in drums; and 184,380 pounds U₃O₈ of drummed inventory were shipped from the Lost Creek processing plant to the converter. We continued to build inventory during the quarter towards a sustainable level that will allow us to meet contractual commitments or make discretionary spot sales. At September 30, inventory at the conversion facility was just over 102,782 pounds U₃O₈. Contract and spot sales from Lost Creek-produced U₃O₈ totaled 150,000 pounds at an average price of \$56.39 per pound, for sales revenues of \$8.46 million during the quarter. This is the eighth consecutive quarter of sales since operations began at Lost Creek. During the quarter, production was sourced from eleven header houses in the first mine unit; header house 11 was brought online in early September and construction is well underway on header house 12. After more than two years of operations, year-to-date plant head grades remained over 100 ppm despite having somewhat lower head grades in the third quarter. This is a typical result as mines mature and older operating patterns remain in the flow regime while newer patterns are brought online. This is also demonstrated through the quarter-over-quarter increasing average flowrates.

During the quarter, our geology and exploration teams continued with the 150-hole exploration drill program, completing the program in September. With all initially-planned wells in the first mine unit installed, delineation drilling and drilling for wellfield development progresses in MU2. Further development of the resource estimates for the Lost Creek Property continues as the results of these two drilling programs are being analyzed.

Renegotiation of RMB Loan Facility

The Company has amended the RMB loan facility to allow for the repayment of the revolver portion of the facility (\$3.5 million) to be made in four quarterly installments commencing March 31, 2016 and concluding December 31, 2016. The revolver was previously required to be repaid in full on March 31, 2016. The amendment to the facility does not affect the remaining payments on the primary loan facility, repayment of which will be concluded March 31, 2016. Interest rates and other substantive loan facility terms are unchanged, and there were no financing costs associated with the amendment.

Roger Smith, Chief Financial Officer and Chief Administrative Officer stated, “We take pride in identifying innovative, non-dilutive, financial opportunities for the Company. Stretching the repayment of the remaining RMB debt over the four quarters of 2016 will assist the Company in properly balancing cash flows on a quarterly basis. As always, we would like to extend our thanks to RMB for their continued support of the Company.”

Continuing Guidance for 2015 – 2016 and Beyond

The Q4 2015 production target for Lost Creek is to dry and drum between 180,000 and 210,000 pounds U₃O₈. Production at this level will permit delivery into our final 2015 term contract commitment, discretionary spot sales, and the continuing buildup of our inventory, with an estimated final production for 2015 within the previously-projected range of 750,000 to 850,000 pounds U₃O₈. Our production rate may be adjusted based on operational refinements, and indicators in the market, including uranium spot market and term pricing, and other factors.

Continuing with our plan to commit approximately 60% of our one million pound annual production capacity at Lost Creek into term contracts (~600,000 pounds), the Company has contractually committed 662,000 pounds during 2016, at an average price of \$47.61 per pound. We have also established our delivery schedule for those commitments, with distribution throughout the year. From 2016 – 2020, these long-term commitments total in excess of 2.8 million pounds, at an average price of \$49.60 per pound. We have begun to make term agreements into the 2020s.

Ur-Energy Chairman Jeff Klenda observed, “Having made timely and complete deliveries into our term contracts for eight consecutive quarters, we have established our Lost Creek project as a reliable producer. Together with our market consultant, Jim Cornell, of NuCore Energy LLC, we have been very successful in developing a strong delivery book at well above current market prices. This serves to provide critical cashflow over the next fifteen months and through to the end of the decade, derisking our Company in a very uncertain market environment.”

About Ur-Energy

Ur-Energy is a uranium mining company operating the Lost Creek *in-situ* recovery uranium facility in south-central Wyoming. The Lost Creek processing facility has a two million pounds per year nameplate design capacity. Shirley Basin, our newest project, is one of the Pathfinder Mines assets we acquired in 2013. Baseline studies necessary for permitting and licensing of the project are currently being advanced. Ur-Energy is engaged in uranium mining, recovery and processing activities, including the acquisition, exploration, development and operation of uranium mineral properties in the United States. Shares of Ur-Energy trade on the NYSE MKT under the symbol “URG” and on the Toronto Stock Exchange under the symbol “URE.” 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, Senior Director IR/PR
866-981-4588
Rich.Boberg@ur-energy.com

Jeffrey Klenda, Chairman, Executive Director
866-981-4588
Jeff.Klenda@ur-energy.com

Cautionary Note Regarding Forward-Looking Information

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.*, future results of operational activities at the Lost Creek facility; ability to meet production targets for fourth quarter, and to meet production targets related to contractual commitments in coming years; continuing ability to enter advantageous term contracts) 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; fluctuations in commodity prices; delays in development and other factors described in the public filings made by the Company at www.sedar.com and www.sec.gov/edgar.shtml. 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.
