

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 10-Q**

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

For the quarterly period ended September 30, 2024

OR

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission file number 001-35770

**CONTANGO ORE, INC.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

27-3431051  
(I.R.S. Employer  
Identification No.)

516 2nd Avenue, Suite 401  
Fairbanks, Alaska  
(Address of principal executive offices)

99701  
(Zip code)

(907) 888-4273

(Registrant's telephone number, including area code)

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, Par Value \$0.01 per share	CTGO	NYSE American

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, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," or "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

The total number of shares of common stock, par value \$0.01 per share, outstanding as of November 14, 2024 was 12,228,479.

CONTANGO ORE, INC.

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*All references in this Form 10-Q to the "Company", "CORE", "we", "us" or "our" are to Contango ORE, Inc.*

**CONTANGO ORE, INC.**

**CONDENSED CONSOLIDATED BALANCE SHEETS**  
**(Unaudited)**

**Item 1 - Financial Statements**

	<u>September 30, 2024</u>	<u>December 31, 2023</u>
<b>ASSETS</b>		
CURRENT ASSETS:		
Cash	\$ 36,165,442	\$ 15,504,819
Restricted cash	235,364	232,572
Prepaid expenses and other	1,083,910	1,112,910
Total current assets	<u>37,484,716</u>	<u>16,850,301</u>
LONG-TERM ASSETS:		
Investment in Peak Gold, LLC	67,544,376	28,064,405
Property & equipment, net	52,485,380	13,326,347
Commitment fee	76,696	350,575
Marketable securities	740,700	—
Total long-term assets	<u>120,847,152</u>	<u>41,741,327</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 158,331,868</u></u>	<u><u>\$ 58,591,628</u></u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)</b>		
CURRENT LIABILITIES:		
Accounts payable	\$ 2,378,654	\$ 250,739
Accrued liabilities	12,227,927	2,241,087
Derivative contract liability	30,254,431	2,679,784
Debt, current portion	34,900,000	7,900,000
Income taxes payable	718,827	—
Total current liabilities	<u>80,479,839</u>	<u>13,071,610</u>
NON-CURRENT LIABILITIES:		
Advance royalty reimbursement	1,135,611	1,200,000
Asset retirement obligations	255,769	246,227
Contingent consideration liability	1,100,480	1,100,480
Derivative contract liability	44,285,191	20,737,997
Debt non-current portion, net	38,962,344	36,779,859
Deferred tax liability	2,330,577	—
Total non-current liabilities	<u>88,069,972</u>	<u>60,064,563</u>
<b>TOTAL LIABILITIES</b>	<u><u>168,549,811</u></u>	<u><u>73,136,173</u></u>
<b>COMMITMENTS AND CONTINGENCIES (NOTE 11)</b>		
<b>STOCKHOLDERS' EQUITY/(DEFICIT):</b>		
Preferred Stock, 15,000,000 shares authorized	—	—
Common Stock, \$0.01 par value, 45,000,000 shares authorized; 12,226,238 shares issued and 12,223,758 shares outstanding as of September 30, 2024; 9,454,233 shares issued and 9,451,753 shares outstanding as of December 31, 2023	122,261	94,542
Additional paid-in capital	177,505,358	124,451,067
Treasury stock at cost (2,480 at September 30, 2024; and 2,480 shares at December 31, 2023)	(48,308)	(48,308)
Accumulated deficit	(187,797,254)	(139,041,846)
<b>TOTAL STOCKHOLDERS' EQUITY/(DEFICIT)</b>	<u><u>(10,217,943)</u></u>	<u><u>(14,544,545)</u></u>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY/(DEFICIT)</b>	<u><u>\$ 158,331,868</u></u>	<u><u>\$ 58,591,628</u></u>

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

**CONTANGO ORE, INC.**

**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
(Unaudited)

	<b>Three Months Ended</b>		<b>Nine Months Ended</b>	
	<b>September 30,</b>		<b>September 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
<b>EXPENSES:</b>				
Claim rental expense	\$ (180,276)	\$ (127,006)	\$ (436,510)	\$ (379,909)
Exploration expense	(2,957,498)	(1,081,927)	(3,079,930)	(2,344,307)
Depreciation expense	(34,253)	(25,997)	(88,245)	(94,070)
Accretion expense	(3,221)	(3,183)	(9,542)	(9,069)
Impairment from loss, net of recovery	—	—	—	(7,111)
General and administrative expense	(2,611,625)	(2,767,477)	(7,272,026)	(7,258,440)
Total expenses	<u>(5,786,873)</u>	<u>(4,005,590)</u>	<u>(10,886,253)</u>	<u>(10,092,906)</u>
Income/(loss) from equity investment in Peak Gold, LLC	28,525,857	(5,609,288)	27,689,971	(17,419,288)
Total income/(expense) from operations	<u>22,738,984</u>	<u>(9,614,878)</u>	<u>16,803,718</u>	<u>(27,512,194)</u>
<b>OTHER INCOME/(EXPENSE):</b>				
Interest income	76,313	39,045	98,772	52,352
Interest expense	(3,683,150)	(847,983)	(8,634,514)	(1,911,472)
Gain/(loss) on derivative contracts	(28,844,179)	(2,725,411)	(57,023,000)	(2,725,411)
Gain/(loss) on metal sales	873,984	—	873,984	—
Unrealized gain/(loss) on marketable securities	(219,930)	—	(219,930)	—
Other income	64,389	—	64,389	606,499
Total other income/(expense)	<u>(31,732,573)</u>	<u>(3,534,349)</u>	<u>(64,840,299)</u>	<u>(3,978,032)</u>
(Loss)/income before income taxes	(8,993,589)	(13,149,227)	(48,036,581)	(31,490,226)
Income tax expense	(718,827)	—	(718,827)	—
<b>NET LOSS</b>	<u>\$ (9,712,416)</u>	<u>\$ (13,149,227)</u>	<u>\$ (48,755,408)</u>	<u>\$ (31,490,226)</u>
<b>LOSS PER SHARE</b>				
Basic and diluted	\$ (0.81)	\$ (1.47)	\$ (4.67)	\$ (3.93)
<b>WEIGHTED AVERAGE COMMON SHARES OUTSTANDING</b>				
Basic and diluted	11,973,992	8,935,863	10,447,870	8,009,699

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

**CONTANGO ORE, INC.**

**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Unaudited)

	<b>Nine Months Ended September 30,</b>	
	<b>2024</b>	<b>2023</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net loss	\$ (48,755,408)	\$ (31,490,226)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Stock-based compensation	1,973,164	2,072,650
Depreciation expense	88,245	94,070
Accretion expense	9,542	9,069
Impairment expense	—	7,111
Equity (earnings) loss from investment in Peak Gold, LLC	(27,689,971)	17,419,288
Cash distribution from Peak Gold, LLC	19,500,000	—
Unrealized loss from derivative contracts	51,121,840	2,725,411
Unrealized loss from marketable securities	219,930	—
Interest expense paid in stock	300,048	505,535
Change in the fair value of contingent consideration	—	(606,500)
Amortization of debt discount and debt issuance fees	2,994,669	(39,056)
Non-cash other income from reimbursement of silver royalty	(64,389)	—
Changes in operating assets and liabilities:		
Decrease (increase) in prepaid expenses and other	370,242	21,486
Increase (decrease) in accounts payable and accrued liabilities	9,852,343	1,596,295
Increase in income taxes payable	718,827	—
Net cash provided by (used) in operating activities	<u>10,639,082</u>	<u>(7,684,867)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Cash invested in Peak Gold, LLC	(31,290,000)	(38,840,000)
Acquisition of HighGold Mining Inc. and Avidian Gold Corp., net of cash acquired	(582,414)	—
Acquisition of Contango Lucky Shot Alaska, LLC	—	(719)
Acquisition of property and equipment	(42,344)	(6,995)
Net cash used in investing activities	<u>(31,914,758)</u>	<u>(38,847,714)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Cash paid for shares withheld from employees for payroll tax withholding	—	(60,686)
Cash proceeds from warrant exercise	—	6,886,000
Cash proceeds from debt	30,000,000	17,647,500
Principal repayments on debt	(2,000,000)	—
Cash proceeds from common stock and warrant issuance, net	15,477,398	34,144,190
Debt issuance costs	(1,538,307)	(2,342,269)
Net cash provided (used) in financing activities	<u>41,939,091</u>	<u>56,274,735</u>
<b>NET INCREASE IN CASH</b>	<b>20,663,415</b>	<b>9,742,154</b>
<b>CASH AND RESTRICTED CASH, BEGINNING OF PERIOD</b>	<b>15,737,391</b>	<b>8,996,154</b>
<b>CASH AND RESTRICTED CASH, END OF PERIOD</b>	<b><u>\$ 36,400,806</u></b>	<b><u>\$ 18,738,308</u></b>
<b>Supplemental disclosure of cash flow information</b>		
Cash paid for:		
Interest expense	<u>\$ 4,672,934</u>	<u>\$ 1,079,971</u>
Non-cash investing and financing activities		
Commitment fee derecognized and added to debt discount	679,943	—
Shares issued for acquisitions	35,331,402	—
Consideration payable for Avidian acquisition	557,945	—
Accrued transaction costs for HighGold acquisition	255,120	—
Total non-cash investing and financing activities	<u>\$ 36,824,410</u>	<u>\$ —</u>

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

**CONTANGO ORE, INC.**

**CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY/(DEFICIT)**  
**(Unaudited)**

	Common Stock		Additional Paid-In Capital	Treasury Stock	Accumulated Deficit	Total Stockholders' Equity/(Deficit)
	Shares	Amount				
<b>Balance at June 30, 2024</b>	10,365,914	\$ 103,658	\$ 140,150,016	\$ (48,308)	\$ (178,084,838)	\$ (37,879,472)
Stock-based compensation	—	—	660,985	—	—	660,985
Restricted stock activity	14,650	147	(147)	—	—	—
Common stock issuance	63,700	637	1,349,638	—	—	1,350,275
Cost of common stock issuance	—	—	(68,715)	—	—	(68,715)
Common stock issuance for acquisitions	1,777,398	17,773	35,313,629	—	—	35,331,402
Stock issued for convertible note interest payment	4,576	46	99,952	—	—	99,998
Net loss for the period	—	—	—	—	(9,712,416)	(9,712,416)
<b>Balance at September 30, 2024</b>	<u>12,226,238</u>	<u>\$ 122,261</u>	<u>\$ 177,505,358</u>	<u>\$ (48,308)</u>	<u>\$ (187,797,254)</u>	<u>\$ (10,217,943)</u>

	Common Stock		Additional Paid-In Capital	Treasury Stock	Accumulated Deficit	Total Stockholders' Equity/(Deficit)
	Shares	Amount				
<b>Balance at June 30, 2023</b>	7,781,690	\$ 77,817	\$ 93,424,283	\$ —	\$ (98,275,538)	\$ (4,773,438)
Stock-based compensation	—	—	739,783	—	—	739,783
Restricted stock activity	10,140	101	(101)	—	—	—
Common stock issuance	1,600,000	16,000	30,384,000	—	—	30,400,000
Cost of common stock issuance	—	—	(2,221,392)	—	—	(2,221,392)
Stock issued for convertible note interest payment	3,282	33	66,625	—	—	66,658
Treasury shares withheld for employee taxes	—	—	—	(21,190)	—	(21,190)
Net loss for the period	—	—	—	—	(13,149,227)	(13,149,227)
<b>Balance at September 30, 2023</b>	<u>9,395,112</u>	<u>\$ 93,951</u>	<u>\$ 122,393,198</u>	<u>\$ (21,190)</u>	<u>\$ (111,424,765)</u>	<u>\$ 11,041,194</u>

	Common Stock		Additional Paid-In Capital	Treasury Stock	Accumulated Deficit	Total Stockholders' Equity/(Deficit)
	Shares	Amount				
<b>Balance at December 31, 2023</b>	9,454,233	\$ 94,542	\$ 124,451,067	\$ (48,308)	\$ (139,041,846)	\$ (14,544,545)
Stock-based compensation	—	—	1,973,164	—	—	1,973,164
Restricted stock activity	159,150	1,592	(1,592)	—	—	—
Common stock issuance	819,565	8,195	14,687,804	—	—	14,695,999
Cost of common stock issuance	—	—	(1,365,325)	—	—	(1,365,325)
Common stock issuance for acquisitions	1,777,398	17,773	35,313,629	—	—	35,331,402
Issuance of warrants	—	—	2,146,722	—	—	2,146,722
Stock issued for convertible note interest payment	15,892	159	299,889	—	—	300,048
Net loss for the period	—	—	—	—	(48,755,408)	(48,755,408)
<b>Balance at September 30, 2024</b>	<u>12,226,238</u>	<u>\$ 122,261</u>	<u>\$ 177,505,358</u>	<u>\$ (48,308)</u>	<u>\$ (187,797,254)</u>	<u>\$ (10,217,943)</u>

	Common Stock		Additional Paid-In Capital	Treasury Stock	Accumulated Deficit	Total Stockholders' Equity/(Deficit)
	Shares	Amount				
<b>Balance at December 31, 2022</b>	7,101,395	\$ 71,014	\$ 79,086,142	\$ —	\$ (79,934,539)	\$ (777,383)
Stock-based compensation	—	—	2,072,650	—	—	2,072,650
Restricted stock activity	95,306	952	(952)	—	—	—
Common stock issuance	1,875,961	18,760	36,458,768	—	—	36,477,528
Cost of common stock issuance	—	—	(2,811,001)	—	—	(2,811,001)
Treasury shares issued in common stock issuance	—	—	—	39,481	—	39,481
Warrants	313,000	3,130	5,855,642	—	—	5,858,772
Warrant modification	—	—	(382,769)	—	—	(382,769)
Fair value of warrants issued with common stock	—	—	1,848,179	—	—	1,848,179
Treasury shares issued for convertible note interest payment	—	—	—	(238,886)	—	(238,886)
Stock issued for convertible note interest payment	10,977	110	266,539	238,886	—	505,535
Treasury shares withheld for employee taxes	(1,527)	(15)	—	(60,671)	—	(60,686)
Net loss for the period	—	—	—	—	(31,490,226)	(31,490,226)
<b>Balance at September 30, 2023</b>	<u>9,395,112</u>	<u>\$ 93,951</u>	<u>\$ 122,393,198</u>	<u>\$ (21,190)</u>	<u>\$ (111,424,765)</u>	<u>\$ 11,041,194</u>

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

**CONTANGO ORE, INC.**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

## **1. Organization and Business**

Contango ORE, Inc. (“CORE” or the “Company”) was formed on September 1, 2010 as a Delaware corporation for the purpose of engaging in the exploration for and development of gold ore and associated minerals in the State of Alaska. On January 8, 2015, CORE Alaska, LLC, a wholly-owned subsidiary of the Company (“CORE Alaska”), and a subsidiary of Royal Gold, Inc. (“Royal Gold”) formed Peak Gold, LLC (the “Peak Gold JV”). On September 30, 2020, CORE Alaska sold a 30.0% membership interest in the Peak Gold JV to KG Mining (Alaska), Inc. (“KG Mining”), an indirect wholly-owned subsidiary of Kinross Gold Corporation (“Kinross”), a large gold producer with a diverse global portfolio and extensive operating experience in Alaska. The sale was referred to as the “CORE Transactions”.

Concurrently with the CORE Transactions, KG Mining, in a separate transaction, acquired 100% of the equity of Royal Alaska, LLC from Royal Gold, which held Royal Gold’s 40.0% membership interest in the Peak Gold JV (the “Royal Gold Transactions” and, together with the CORE Transactions, the “Kinross Transactions”). After the consummation of the Kinross Transactions, CORE Alaska retained a 30.0% membership interest in the Peak Gold JV. KG Mining now holds a 70.0% membership interest in the Peak Gold JV and Kinross serves as the manager of the Peak Gold JV and operator of the Manh Choh (as defined below) mines.

The Company conducts its business through the below primary means:

- its 30.0% membership interest in Peak Gold JV, which leases approximately 675,000 acres from the Tetlin Tribal Council and holds approximately 13,000 additional acres of State of Alaska mining claims (such combined acreage, the “Peak Gold JV Property”) for exploration and development, including in connection with the Peak Gold JV’s plan to mine ore from the Main and North Manh Choh deposits within the Peak Gold JV Property (“Manh Choh” or the “Manh Choh Project”);
- its wholly-owned subsidiary, Contango Mining Canada Inc., a corporation organized under the laws of British Columbia (“Contango Mining Canada”), which holds the Company’s 100% equity interest in HighGold Mining Inc., a corporation existing under the laws of the Province of British Columbia (“HighGold”), which holds the Company’s 100% equity interest in JT Mining, Inc., which leases for exploration the mineral rights to approximately 21,000 acres (“Johnson Tract” or the “Johnson Tract Project”), located near tidewater, 125 miles southwest of Anchorage, Alaska, from Cook Inlet Region, Inc. (“CIRI”), one of 12 land-based Alaska Native regional corporations created by the Alaska Native Claims Settlement Act of 1971;
- its wholly-owned subsidiary, Contango Lucky Shot Alaska, LLC (“LSA”) (formerly Alaska Gold Torrent, LLC), an Alaska limited liability company, which leases for exploration the mineral rights to approximately 8,600 acres of State of Alaska and patented mining claims (“Lucky Shot” or the “Lucky Shot Property”), located in the Willow Mining District about 75 miles north of Anchorage, Alaska, from Alaska Hard Rock, Inc.;
- its wholly-owned subsidiary, Contango Minerals Alaska, LLC (“Contango Minerals”), which separately owns the mineral rights to approximately 145,280 acres of State of Alaska mining claims for exploration, including (i) approximately 69,780 acres located immediately northwest of the Peak Gold JV Property (the “Eagle/Hona Property”), (ii) approximately 14,800 acres located northeast of the Peak Gold JV Property (the “Triple Z Property”), (iii) approximately 52,700 acres of new property in the Richardson district of Alaska (the “Shamrock Property”) and (iv) approximately 8,000 acres located to the north and east of the Lucky Shot Property (the “Willow Property” and, together with the Eagle/Hona Property, the Triple Z Property, and the Shamrock Property, collectively the “Minerals Property”); and
- its wholly-owned subsidiary, Avidian Gold Alaska Inc., an Alaskan corporation (“Avidian Alaska”), which separately owns the mineral rights to approximately 11,711 acres of State of Alaska mining claims and upland mining leases for exploration, including (i) approximately 1,021 acres located in the Fairbanks Mining District approximately three miles east of the Fort Knox Gold Mine and 20 miles north of Fairbanks, Alaska, and (ii) approximately 10,690 acres located in the Valdez Creek Mining District on the eastern edge of the Alaska Range, located, approximately 150 miles southwest of Fairbanks, Alaska, along the George Parks Highway; and which leases for exploration the mineral rights to approximately 3,380 acres of State of Alaska mining claims, leasehold locations and an upland mining lease (the “Amanita Property”), located in the Fairbanks Mining District approximately five miles southwest of the Fort Knox Gold Mine and about 10 miles north of Fairbanks, Alaska.

The Johnson Tract Project, Lucky Shot Property and Avidian Alaska are collectively referred to in these Notes to Unaudited Condensed Consolidated Financial Statements as the “Contango Properties”.

The Company’s Manh Choh Project is in the production stage, while all other projects are in the exploration stage.

## 2. Basis of Presentation and Immaterial Correction of the Presentation of Income/(Loss) from Equity Investment

The accompanying unaudited condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (“US GAAP”) for interim financial information, pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”), including instructions to Form 10-Q and Article 8 of Regulation S-X. Accordingly, they do not include all the information and footnotes required by US GAAP for complete annual consolidated financial statements. In the opinion of management, all adjustments considered necessary for a fair presentation of the consolidated financial statements have been included. All such adjustments are of a normal recurring nature. The consolidated financial statements should be read in conjunction with the consolidated audited financial statements and notes included in the Company’s Form 10-KT for the six-month period ended December 31, 2023 and its Form 10-K for the fiscal year ended June 30, 2023. The results of operations for the three and nine months ended September 30, 2024 are not necessarily indicative of the results that may be expected for the fiscal year ending December 31, 2024.

The Company has reclassified the presentation of the “Income/(loss) from equity investment in Peak Gold, LLC” in its Statements of Operations for the nine months ended September 30, 2024. The “Income/(loss) from equity investment in Peak Gold, LLC” was previously presented in “Other Income/(Expense)” and is now presented within income from operations on the Statement of Operations. The change in presentation will have no impact on Net Income/(Loss) for all impacted periods.

## 3. Liquidity

The Company’s cash needs going forward will primarily relate to exploration of the Contango Properties, repayment of debt and related interest, and general and administrative expenses of the Company. There are no anticipated future cash calls going forward from the Peak Gold JV as operations commenced in July 2024 which has allowed the Peak Gold JV to operate from the cash flows generated from its operations. Management Committee approved a significant budget to complete the required development to start the operations of the Manh Choh mine, which began production early in the third quarter of 2024 and remains on track to deliver its planned production this year. The entire \$31.3 million of capital calls necessary for the Peak Gold JV to reach production have already been funded by the Company as of September 30, 2024. As of September 30, 2024, the Company has funded \$78.6 million of the 2023 and 2024 capital calls to the Peak Gold JV, of which \$60.0 million was funded from the Facility (as defined below). The Company believes it has sufficient capital to continue production at the Manh Choh mine, with its cash on hand. The Company received its first distribution of \$19.5 million in September 2024 and its second cash distribution of \$12.0 million on October 24, 2024 relating to production at Manh Choh. In total, the Company has received \$31.5 million in cash distributions from the Peak Gold JV since commencing the processing of Manh Choh ore in July 2024. There can be no guarantee that the Peak Gold JV will make future distributions to the Company. The Company believes that distributions are probable and that it will maintain sufficient liquidity to meet its working capital requirements, including repayment obligations of approximately \$34.9 million on the Facility, for the next twelve months from the date of this report. Failure to pay current debt obligations will result in an event of default and the Company's debt would be due immediately or callable (See Note 13). The Company made principal payments towards the Facility of \$2.0 million and \$5.9 million in July 2024 and October 2024, respectively. If there are any unforeseen cash calls and if the Company elects to not fund a portion of its cash calls to the Peak Gold JV, its membership interest in the Peak Gold JV would be diluted. If the Company’s interest in the Peak Gold JV is diluted, the Company may not be able to fully realize its investment in the Peak Gold JV. Also, if no additional financing is obtained, the Company may not be able to fully realize its investment in the Contango Properties. The Company has limited financial resources and the ability of the Company to refinance current debt or arrange additional financing in the future will depend, in part, on the prevailing capital market conditions, the results achieved at the Peak Gold JV Property, as well as the market price of metals. The Company cannot be certain that financing will be available to the Company on acceptable terms, if at all.

## 4. Summary of Significant Accounting Policies

Please see the Company’s Form 10-KT for the six-month ended December 31, 2023 for a summary of the Company's significant accounting policies, and below for changes to the Company's significant accounting polices since the time of that filing.

*Cash distributions from the Joint Venture Company.* The Company applies distributions received from the Joint Venture Company as a return on investment and are deducted from the carrying amount of the investment balance as permitted under ASC 323 - Investments - Equity Method and Joint Ventures. The Company has elected the "Nature of the distribution approach" and the distributions from the Joint Venture Company represents a return on investment as the distributions are generated from the regular course of business earning and will be presented under operating activities on the Statements of Cashflows.

*Risk Management Objective of Using Derivatives.* The Company is exposed to certain risks arising from both its business operations and economic conditions. The Company principally manages its exposures to a wide variety of business and operational risks through management of its core business activities. The Company manages economic risks, including interest rate, liquidity, and credit risk primarily by managing the amount, sources, and duration of its assets and liabilities and the use of derivative financial instruments. Specifically, the Company enters into derivative financial instruments to manage exposures that arise from business activities that result in the receipt or payment of future known and uncertain cash amounts, the value of which are determined by gold

future pricing. The Company's derivative financial instruments are used to manage differences in the amount, timing, and duration of the Company's known or expected cash receipts and its known or expected cash payments principally related to the Company's investments.

*Non-designated Hedges.* Derivatives not designated as hedges are not speculative and are used to manage the Company's exposure to gold movements and the Company has elected not to apply hedge accounting. Changes in the fair value of derivatives not designated in hedging relationships are recorded directly in earnings.

## 5. Investment in the Peak Gold JV

The Company initially recorded its investment at the historical book value of the assets contributed to the Peak Gold JV, which was approximately \$1.4 million. As of September 30, 2024 the Company has contributed approximately \$106.2 million to the Peak Gold JV and received a cash distribution of \$19.5 million. As of September 30, 2024 the Company held a 30.0% membership interest in the Peak Gold JV.

The following table is a roll-forward of the Company's investment in the Peak Gold JV as of September 30, 2024:

	<b>Investment in Peak Gold, LLC</b>
Investment balance at September 30, 2023	\$ 21,420,712
Investment in Peak Gold, LLC	7,350,000
Loss from equity investment in Peak Gold, LLC	(706,307)
Investment balance at December 31, 2023	<u>\$ 28,064,405</u>
Investment in Peak Gold, LLC	15,450,000
Loss from equity investment in Peak Gold, LLC	(140,253)
Investment balance at March 31, 2024	<u>\$ 43,374,152</u>
Investment in Peak Gold, LLC	11,790,000
Loss from equity investment in Peak Gold, LLC	(695,633)
Investment balance at June 30, 2024	<u>\$ 54,468,519</u>
Investment in Peak Gold, LLC	4,050,000
Distributions received from Peak Gold, LLC	(19,500,000)
Income from equity investment in Peak Gold, LLC	28,525,857
Investment balance at September 30, 2024	<u>\$ 67,544,376</u>

The following table presents the condensed unaudited results of operations for the Peak Gold JV for the three and nine month periods ended September 30, 2024 and 2023 in accordance with US GAAP:

	<b>Three Months Ended September 30, 2024</b>	<b>Three Months Ended September 30, 2023</b>	<b>Nine Months Ended September 30, 2024</b>	<b>Nine Months Ended September 30, 2023</b>
Revenue	\$ 225,652,092	\$ —	\$ 225,652,092	\$ —
Cost of sales	(123,803,980)	—	(123,803,980)	—
Gross profit	101,848,112	—	101,848,112	—
Other expenses	(6,761,923)	(4,574,980)	(9,548,208)	(7,955,691)
Net Income/(Loss)	<u>\$ 95,086,189</u>	<u>\$ (4,574,980)</u>	<u>\$ 92,299,904</u>	<u>\$ (7,955,691)</u>

The Company's share of the Peak Gold JV's results of operations for the three and nine months ended September 30, 2024 was income of approximately \$28.5 million and \$27.7 million, respectively. The Company's share in the results of operations for the three and nine months ended September 30, 2023 was a loss of approximately \$1.4 million and \$2.4 million, respectively. The Peak Gold JV loss does not include any provisions related to income taxes as the Peak Gold JV is treated as a partnership for income tax purposes. As of September 30, 2024, the Company's cumulative investment in the Peak Gold JV exceeded its cumulative losses which allowed the Company to recognize its investment of \$67.5 million. As of September 30, 2023, the Company's share of the Peak Gold JV's cumulative losses were \$46.1 million. As of September 30, 2023, the Company's cumulative investment in the Peak Gold JV exceeded its cumulative losses which allowed the Company to recognize its investment of \$21.4 million. The Company recognized all of its previously suspended losses of \$4.3 million during the three months ended September 30, 2023. In previous quarters the Company's cumulative losses

exceeded its cumulative investment in the Peak Gold JV and caused the equity method of accounting to be suspended, which resulted in suspended losses and an investment balance of \$0. In such a situation, the portion of cumulative loss that exceeds the investment is suspended and recognized against earnings in the future periods.

## 6. Prepaid Expenses and other assets

The Company has prepaid expenses and other assets of \$1,083,910 and \$1,112,910 as of September 30, 2024 and December 31, 2023, respectively. Prepaid expenses primarily relate to prepaid insurance, surety bond deposits, and claim rentals.

## 7. Net Loss Per Share

A reconciliation of the components of basic and diluted net loss per share of common stock is presented below:

	Three Months Ended September 30,					
	2024			2023		
	Net Loss	Weighted Average Shares	Loss Per Share	Net Loss	Weighted Average Shares	Loss Per Share
<b>Basic Net Loss per Share:</b>						
Net loss attributable to common stock	\$ (9,712,416)	11,973,992	\$ (0.81)	\$(13,149,227)	8,935,863	\$ (1.47)
<b>Diluted Net Loss per Share:</b>						
Net loss attributable to common stock	<u>\$ (9,712,416)</u>	<u>11,973,992</u>	<u>\$ (0.81)</u>	<u>\$(13,149,227)</u>	<u>8,935,863</u>	<u>\$ (1.47)</u>
	Nine Months Ended September 30,					
	2024			2023		
	Net Loss	Weighted Average Shares	Loss Per Share	Net Loss	Weighted Average Shares	Loss Per Share
<b>Basic Net Loss per Share:</b>						
Net loss attributable to common stock	\$ (48,755,408)	10,447,870	\$ (4.67)	\$(31,490,226)	8,009,699	\$ (3.93)
<b>Diluted Net Loss per Share:</b>						
Net loss attributable to common stock	<u>\$ (48,755,408)</u>	<u>10,447,870</u>	<u>\$ (4.67)</u>	<u>\$(31,490,226)</u>	<u>8,009,699</u>	<u>\$ (3.93)</u>

Options and warrants to purchase 866,875 shares of common stock of the Company were outstanding as of September 30, 2024, and 501,000 shares as of September 30, 2023. These options and warrants were not included in the computation of diluted earnings per share for the three and nine month periods ended September 30, 2024 and 2023 due to being anti-dilutive.

## 8. Stockholders' Equity (Deficit)

The Company has 45,000,000 shares of common stock authorized, and 15,000,000 authorized shares of preferred stock. As of September 30, 2024, 12,223,758 shares of common stock were outstanding, including 437,089 shares of unvested restricted stock. As of September 30, 2024, options and warrants to purchase 866,875 shares of common stock of the Company were outstanding. No shares of preferred stock have been issued. The remaining restricted stock outstanding will vest between October 2024 and January 2027.

### *ATM Program*

On June 8, 2023, the Company entered into a Controlled Equity Offering<sup>SM</sup> Sales Agreement (the "Sales Agreement") with Cantor Fitzgerald & Co. (the "Agent"), pursuant to which the Company may offer and sell from time to time up to \$40,000,000 of shares of the Company's common stock through the Agent (the "ATM Program"). Sales of the Company's common stock under the ATM Program are made, pursuant to the Company's effective shelf registration statement on Form S-3. Such sales may be made in sales deemed to be an "at the market offering" as defined in Rule 415(a)(4) promulgated under the Securities Act, including sales made directly on or through the New York Stock Exchange or on any other existing trading market for the Company's common stock. The Company has no obligation to sell any of the common stock under the Sales Agreement and may at any time suspend or terminate the offering of its common stock pursuant to the Sales Agreement upon notice and subject to other conditions. The Company pays the Agent a commission of 2.75% of the gross proceeds of the Shares sold through it under the Sales Agreement. The Company sold 87,815 shares during the nine-month period ended September 30, 2024 and 158,461 for the nine-month period ended September 30, 2023 of common stock pursuant to the Sales Agreement for net proceeds of approximately \$1.8 million and \$4.1 million, respectively. \$32.8 million of the Company's common stock remains available for sale under the ATM Program as of September 30, 2024.

## *Underwritten Offerings*

On June 10, 2024, the Company entered into an underwriting agreement (the "June 2024 Underwriting Agreement") with Canaccord Genuity LLC and Cormark Securities Inc. (collectively, the "June 2024 Underwriters"), relating to the underwritten public offering (the "June 2024 Offering") of 731,750 units (the "Units") of the Company at a price of \$20.50 per Unit. Each Unit consists of (i) one share of the Company's common stock and (ii) one-half of one accompanying warrant. Each whole accompanying warrant is exercisable to purchase one share of the Company's common stock at a price of \$26.00 per warrant, exercisable for a period of 36 months. The June 2024 Underwriters agreed to purchase the Units from the Company pursuant to the June 2024 Underwriting Agreement at a price of \$19.37 per Unit, which included a 5.5% underwriting discount. The fair value of each warrant was estimated as of the date of grant using the Black-Scholes option-pricing model (Level 2 of the fair value hierarchy) with the following weighted average assumptions used: (i) risk-free interest rate of 4.57%; (ii) expected life of 3.0 years; (iii) expected volatility of 57.0%; and (iv) expected dividend yield of 0%. The net proceeds from the June 2024 Offering were \$13.7 million after deducting underwriting discounts and commissions and offering expenses. The June 2024 Offering was made pursuant to the Company's effective shelf registration statement on Form S-3. The June 2024 Offering closed on June 12, 2024.

On July 24, 2023, the Company entered into an underwriting agreement (the "July 2023 Underwriting Agreement") with Maxim Group LLC and Freedom Capital Markets (collectively, the "July 2023 Underwriters"), relating to an underwritten public offering (the "July 2023 Offering") of 1,600,000 shares (the "Underwritten Shares") of the Company's common stock at a price of \$19.00 per share. The July 2023 Underwriters agreed to purchase the Underwritten Shares from the Company pursuant to the July 2023 Underwriting Agreement at a price of \$17.77 per share, which included a 6.5% underwriting discount. The net proceeds from the July 2023 Offering were \$28.2 million after deducting underwriting discounts and commissions and offering expenses. The July 2023 Offering was made pursuant to the Company's effective shelf registration statement on Form S-3. The July 2023 Offering closed on July 26, 2023.

### *May 2023 Warrant Exercise*

In May 2023, the Company offered holders of its December 2022 Warrants and January 2023 Warrants with an original exercise price of \$25.00, (collectively, "the Original Warrants") the opportunity to exercise those warrants at a reduced exercise price of \$22.00 (the "Modified Warrants") and receive shares of the Company's common stock, by paying the reduced exercise price in cash and surrendering the original warrants on or before May 9, 2023. A total of 313,000 Original Warrants were exercised resulting in total cash to the Company of \$6.9 million (the "Warrant Exercise Proceeds") and the issuance of 313,000 shares of Company common stock upon such exercise. Such shares of common stock were issued in reliance on an exemption from registration under the Securities Act, pursuant to Section 4(a)(2) thereof. In connection with the accelerated exercise of the Original Warrants, the Company agreed to issue new warrants to purchase 313,000 shares of Company common stock at \$30.00 per share to the exercising holders in the amount of the respective December 2022 Warrants and January 2023 Warrants that were exercised by such holders (the "May 2023 Warrants"). Consistent with the accounting guidance for modifications of a freestanding equity-classified warrant as a part of an equity offering, the Company recorded the excess in fair value of the Modified Warrants over the Original Warrants as an equity issuance cost, of approximately \$383,000. The fair value of the Modified Warrants and the Original Warrants were calculated as of May 9, 2023 with the following weighted average assumptions used: (i) risk-free interest rate of 4.81%; (ii) expected life of 1 year; (iii) expected volatility of 42.5%; and (iv) expected dividend yield of 0%. The May 2023 Warrants were classified within equity and the Warrant Exercise Proceeds were allocated to the May 2023 Warrants based on their relative fair value. The fair value of each of the May 2023 Warrants was estimated as of the date of grant using the Black-Scholes option-pricing model (Level 2 of the fair value hierarchy) with the following weighted average assumptions used: (i) risk-free interest rate of 4.81%; (ii) expected life of 1.5 years; (iii) expected volatility of 43.7%; and (iv) expected dividend yield of 0%.

### *January 2023 Private Placement*

On January 19, 2023, the Company completed the issuance and sale of an aggregate of 117,500 shares (the "January 2023 Shares") of the Company's common stock, for \$20.00 per share, and warrants (the "January 2023 Warrants") entitling each purchaser to purchase shares of common stock for \$25.00 per share (the "January 2023 Warrant Shares" and together with the January 2023 Shares and the January 2023 Warrants, the "January 2023 Securities"), in a private placement (the "January 2023 Private Placement") to certain accredited investors (the "January 2023 Investors") pursuant to Subscription Agreements (the "January 2023 Subscription Agreements"), dated as of January 19, 2023 between the Company and each of the January 2023 Investors.

Pursuant to the January 2023 Warrants between the Company and each of the January 2023 Investors, the January 2023 Warrants are exercisable, in full or in part, at any time until the second anniversary of their issuance, at an exercise price of \$25.00 per share of common stock. Net proceeds from the January 2023 Private Placement totaled approximately \$2.3 million and were used to fund the Company's exploration and development program and for general corporate purposes. The January 2023 Securities sold were not registered under the Securities Act, but the January 2023 Shares and the January 2023 Warrant Shares are subject to a Registration Rights Agreement allowing the shares to be registered by the holders at a future date.

## 9. Property & Equipment

The table below sets forth the book value by type of fixed asset as well as the estimated useful life:

Asset Type	Estimated Useful Life	September 30, 2024	December 31, 2023
Mineral properties	N/A - Units of Production	\$ 50,766,767	\$ 11,700,726
Land	Not Depreciated	87,737	87,737
Buildings and improvements (years)	20 - 39	1,455,546	1,455,546
Machinery and equipment (years)	3 - 10	453,076	287,635
Vehicles (years)	5	135,862	135,862
Computer and office equipment (years)	5	39,402	23,571
Furniture & fixtures (years)	5	2,270	2,270
Less: Accumulated depreciation and amortization		(333,109)	(244,864)
Less: Accumulated impairment		(122,171)	(122,136)
Property & Equipment, net		\$ 52,485,380	\$ 13,326,347

## 10. Stock-Based Compensation

On September 15, 2010, the Company's board of directors adopted the Contango ORE, Inc. Equity Compensation Plan (the "2010 Plan"). On November 10, 2022, the stockholders of the Company approved and adopted the Second Amendment (the "Second Amendment") to the Contango ORE, Inc. Amended and Restated 2010 Equity Compensation Plan (as amended, the "Amended Equity Plan") which increased the number of shares of common stock that the Company may issue under the Amended Equity Plan by 600,000 shares. Under the Amended Equity Plan, the board may issue up to 2,600,000 shares of common stock and options to officers, directors, employees or consultants of the Company. Awards made under the Amended Equity Plan are subject to such restrictions, terms and conditions, including forfeitures, if any, as may be determined by the board. On November 14, 2023, the stockholders of the Company approved and adopted the 2023 Omnibus Incentive Plan (the "2023 Plan") (together with the Amended Equity Plan referred to as the "Equity Plans"), which replaces the 2010 Plan with respect to new grants by the Company. Shares available for grant under the 2023 Plan consist of 193,500 shares of common stock plus (i) any shares remaining available for grant under the 2010 Plan (458,376 shares as of September 30, 2024), (ii) unexercised shares subject to appreciation awards (i.e. stock options or other stock-based awards based on the appreciation in value of a share of the Company's common stock) granted under the 2010 Plan that expire, terminate, or are canceled for any reason without having been exercised in full, and (iii) shares subject to awards that are not appreciation awards granted under the 2010 Plan that are forfeited for any reason.

As of September 30, 2024, there were 437,089 shares of unvested restricted common stock outstanding and 100,000 options to purchase shares of common stock issued under the Equity Plans. Stock-based compensation expense for the three and nine months ended September 30, 2024 was \$0.7 million and \$2.0 million, respectively. Stock-based compensation expense for the three and nine months ended September 30, 2023 was \$0.7 million and \$2.1 million, respectively. The amount of compensation expense recognized does not reflect cash compensation actually received by the individuals during the current period, but rather represents the amount of expense recognized by the Company in accordance with US GAAP. All restricted stock grants are expensed over the applicable vesting period based on the fair value at the date the stock is granted. The grant date fair value may differ from the fair value on the date the individual's restricted stock actually vests.

*Restricted Stock.* Under the Equity Plans, the Compensation Committee of the Company's board of directors (the "Compensation Committee") shall determine to what extent, and under what conditions, the Participant shall have the right to vote shares of Stock Awards and to receive any dividends or other distributions paid on such shares during the restriction period. The terms and applicable voting and dividend rights are outlined in the individual restricted stock agreements. All restricted stock grants are expensed over the applicable vesting period based on the fair value at the date the stock is granted. The grant date fair value may differ from the fair value on the date the individual's restricted stock actually vests. The total grant date fair value of the restricted stock granted in the nine months ended September 30, 2024 and September 30, 2023 was \$2.6 million and \$2.4 million, respectively.

As of September 30, 2024, there were 437,089 shares of such restricted stock that remained unvested and the total compensation cost related to nonvested restricted share awards not yet recognized was \$2,383,848. The remaining costs are expected to be recognized over the remaining vesting period of the awards.

Below table indicates the unvested restricted stock balance as of September 30, 2024 and December 31, 2023:

	<b>Number of restricted shares unvested</b>
Balance - January 1, 2024	433,528
Restricted shares granted	159,150
Restricted shares vested	<u>(155,589)</u>
Balance - September 30, 2024	<u>437,089</u>
Balance - July 1, 2023	429,376
Restricted shares granted	10,819
Restricted shares vested	<u>(6,667)</u>
Balance - December 31, 2023	<u>433,528</u>

*Stock Options.* Under the Equity Plans, options granted must have an exercise price equal to or greater than the market price of the Company's common stock on the date of grant. The Company may grant key employees both incentive stock options intended to qualify under Section 422 of the Internal Revenue Code of 1986, as amended, and stock options that are not qualified as incentive stock options. Stock option grants to non-employees, such as directors and consultants, may only be stock options that are not qualified as incentive stock options. Options generally expire after five years. Upon option exercise, the Company's policy is to issue new shares to option holders.

The Company applies the fair value method to account for stock option expense. Under this method, cash flows from the exercise of stock options resulting from tax benefits in excess of recognized cumulative compensation cost (excess tax benefits) are classified as financing cash flows. See Note 4 - Summary of Significant Accounting Policies from Company's Form 10-KT for the six-month period ended December 31, 2023. All employee stock option grants are expensed over the stock option's vesting period based on the fair value at the date the options are granted. The fair value of each option is estimated as of the date of grant using the Black-Scholes options-pricing model. Expected volatilities are based on the historical weekly volatility of the Company's stock with a look-back period equal to the expected term of the options. The expected dividend yield is zero as the Company has never declared and does not anticipate declaring dividends on its common stock. The expected term of the options granted represents the period of time that the options are expected to be outstanding. The simplified method is used to estimate the expected term, due to the lack of historical stock option exercise activity. The risk-free interest rate is based on U.S. Treasury bills with a duration equal to or close to the expected term of the options at the time of grant. There were no newly vested stock options for the nine month period ended September 30, 2024 or for the nine month period ended September, 2023. As of September 30, 2024, the total unrecognized compensation cost related to nonvested stock options was \$0. As of September 30, 2024, the stock options had a weighted average remaining life of 0.31 years.

A summary of the status of stock options granted under the Equity Plans as of September 30, 2024 and changes during the nine months then ended, is presented in the table below:

	<b>Nine Months Ended September 30, 2024</b>	
	<b>Shares Under Options</b>	<b>Weighted Average Exercise Price</b>
Outstanding as of December 31, 2023	100,000	\$ 14.50
Granted	—	
Exercised	—	
Forfeited	—	
Outstanding at the end of the period	<u>100,000</u>	<u>\$ 14.50</u>
Aggregate intrinsic value	\$ 492,000	
Exercisable, end of the period	100,000	
Aggregate intrinsic value	\$ 492,000	
Available for grant, end of period	458,376	
Weighted average fair value per share of options granted during the period	\$ —	

## 11. Commitments and Contingencies

*Tetlin Lease.* The Tetlin Lease had an initial ten-year term beginning July 2008 which was extended for an additional ten years to July 15, 2028, and for so long thereafter as the Peak Gold JV initiates and continues to conduct mining operations on the Tetlin Lease.

Pursuant to the terms of the Tetlin Lease, the Peak Gold JV is required to spend \$350,000 per year until July 15, 2028 in exploration costs. The Company's exploration expenditures through the 2023 exploration program have satisfied this requirement because

exploration funds spent in any year in excess of \$350,000 are credited toward future years' exploration cost requirements. Additionally, should the Peak Gold JV derive revenues from the properties covered under the Tetlin Lease, the Peak Gold JV is required to pay the Tetlin Tribal Council a production royalty ranging from 3.0% to 5.0%, depending on the type of metal produced and the year of production. In lieu of a \$450,000 cash payment to the Peak Gold JV from the Tetlin Tribal Council to increase its production royalty by 0.75%, the Peak Gold JV agreed to credit the \$450,000 against future production royalty and advance minimum royalty payments due to the Tetlin Tribal Council under the lease once production begins. Until such time as production royalties begin, the Peak Gold JV must pay the Tetlin Tribal Council an advance minimum royalty of approximately \$75,000 per year, and subsequent years are escalated by an inflation adjustment. Production commenced in July 2024 and the Peak Gold JV has started to satisfy the production royalty obligations pursuant to the terms of the Tetlin Lease.

*Gold Exploration.* The Company's Triple Z, Eagle/Hona, Shamrock, Willow, and Lucky Shot claims are all located on State of Alaska lands. The annual claim rentals on these projects vary based on the age of the claims, and are due and payable in full by November 30 of each year. Annual claims rentals for the 2023-2024 assessment year totaled \$362,465. The Company paid the current year claim rentals in October 2023. The associated rental expense is amortized over the rental claim period, September 1 through August 31 of each year. As of September 30, 2024, the Peak Gold JV had met the annual labor requirements for the State of Alaska acreage for the next four years, which is the maximum period allowable by Alaska law.

*Lucky Shot Property.* With regard to the Lucky Shot Property, the Company will be obligated to pay CRH Funding II PTE, LTD, a Singapore private limited corporation ("CRH"), additional consideration if production on the Lucky Shot Property meets two separate milestone payment thresholds. If the first threshold of (1) an aggregate "mineral resource" equal to 500,000 ounces of gold or (2) production and receipt by the Company of an aggregate of 30,000 ounces of gold (including any silver based on a 1:65 gold:silver ratio) is met, then the Company will pay CRH \$5 million in cash and \$3.75 million in newly issued shares of Contango common stock. If the second threshold of (1) an aggregate "mineral resource" equal to 1,000,000 ounces of gold or (2) production and receipt by the Company of an aggregate of 60,000 ounces of gold (including any silver based on a 1:65 gold:silver ratio) is met, then the Company will pay CRH \$5 million in cash and \$5 million in newly issued shares of Contango common stock. If payable, the additional share consideration will be issued based on the 30-day volume.

*Royal Gold Royalties.* Royal Gold currently holds a 3.0% overriding royalty on the Tetlin Lease and certain state mining claims. Royal Gold also holds a 28.0% net smelter returns silver royalty on all silver produced from a defined area within the Tetlin Lease. Pursuant to the CORE Purchase Agreement, the Company received a prepayment of \$1,200,000 for its direct share of silver royalty payments from KG Mining. If the aggregate amount of silver royalty payments exceeds \$1,200,000, then beginning with the following calendar quarter such point, the Company shall receive within 45 days after the last day of each such calendar quarter, an amount equal to the product of (i) the amount of the silver royalty earned by the Company pursuant to the Omnibus Royalty Agreement from and after the point at which the silver royalty became greater than \$1,200,000 and (ii) CORE Alaska's weighted average interest in the Company during such calendar quarter. The Peak Gold JV commenced production in July 2024 and therefore the Company has started to drawdown the \$1,200,000 prepayment into income.

*CIRI Lease Agreement.* JT Mining Inc. entered into a lease agreement effective May 17, 2019 with CIRI and shall pay the sum of \$150,000 on the Fifth through Ninth anniversaries of the effective date, provided that JT Mining Inc.'s obligations to make such payments shall terminate on the commencement of Commercial Production as defined under the agreement. A Commercial Production decision has not been made to date.

*CIRI Exploration Agreement.* JT Mining Inc. entered into an exploration agreement effective July 1, 2023 with CIRI and on each anniversary of the effective date thereafter during the 4 year term shall pay to CIRI an amount equal to \$25,000 as consideration for grant of the rights under the agreement and for the purpose of covering CIRI's administrative costs associated with exploration activities.

*Mining Lease and Option to Purchase Agreement Amanita Project.* Avidian Alaska entered into a 15 year lease agreement with an effective date of July 18, 2015 with Tanya Stolz. Avidian Alaska shall pay minimum annual lease payments as outlined under the schedule in section 4.1 of the agreement. Avidian Alaska's obligation for July 18, 2025 is \$100,000 and will increase by \$10,000 per year, with a final payment on July 18, 2030 for \$130,000. The minimum payments will be credited against Avidian Alaska's royalty payment obligations under the agreement and the Company is currently in good standing.

*Retention Agreements.* In February 2019, the Company entered into retention agreements with its then Chief Executive Officer, Brad Juneau, for payments in the amount of \$1,000,000 upon the occurrence of certain conditions (collectively, the "Retention Agreement"). The Retention Agreement is triggered upon a change of control (as defined in the applicable Retention Agreement), provided that the recipient is employed by the Company when the change of control occurs. On February 6, 2020, the Company entered into amendments to the Retention Agreement to extend the term of the change of control period from August 6, 2020 until August 6, 2025. Mr. Juneau will receive a payment of \$1,000,000, upon a change of control that takes place prior to August 6, 2025. On June 10, 2020, the Company entered into a retention payment agreement with Rick Van Nieuwenhuysse, the Company's President and Chief Executive Officer, providing for a payment in an amount of \$350,000 upon the occurrence of certain conditions (the "Retention Payment Agreement"). The Retention Payment Agreement is triggered upon a change of control (as defined in the Retention Payment Agreement) which occurs on or prior to August 6, 2025, provided that Mr. Van Nieuwenhuysse is employed by the Company when the change of control occurs.

*Employment Agreement.* Effective July 11, 2023, Michael Clark was appointed to serve as Executive Vice President, Finance of the Company. On January 1, 2024, he was appointed as Chief Financial Officer and Secretary of the Company. Mr. Clark performs the functions of the Company's principal financial officer. Pursuant to his employment agreement (the "Employment Agreement"), Mr. Clark receives a base salary of \$300,000 per annum. Mr. Clark is entitled to receive short-term incentive plan and long-term incentive plan bonuses and awards that will be paid in the form of a combination of cash, restricted stock and options, which will be set forth in plans and agreements adopted, or to be adopted, by the Company's board of directors. He will also receive 12 months of his regular base salary, all bonus amounts paid in the 12 months preceding the termination, and reimbursement for continued group health insurance coverage for 12 months following the termination or the date he becomes eligible for alternative coverage through subsequent employment as severance benefits in the event that his employment with the Company is terminated by the Company other than for just cause or he resigns due to a material, uncured breach of the Employment Agreement by the Company. He is also entitled to enhanced severance benefits if he terminates his employment within 30 days following a change of control. Any payment of severance benefits to him under the Employment Agreement is conditioned on his timely agreement to, and non-revocation of, a full and final release of legal claims in favor of the Company.

*Employment Agreement.* On September 16, 2024, the Company entered into an employment agreement with Rick Van Nieuwenhuysse, the Company's President and Chief Executive Officer (the "CEO Employment Agreement"). The CEO Employment Agreement superseded the employment offer letter with Mr. Van Nieuwenhuysse, dated December 31, 2019, as amended and modified. Pursuant to the CEO Employment Agreement, Mr. Van Nieuwenhuysse will continue to receive a base salary of \$500,000 per annum. Mr. Van Nieuwenhuysse will continue to be entitled to receive short-term incentive plan and long-term incentive plan bonuses and awards that will be paid in the form of a combination of cash, restricted stock and options, which will be set forth in plans and agreements adopted, or to be adopted, by the Board. He will also receive 12 months of his regular base salary, all bonus amounts paid in the 12 months preceding the termination, and reimbursement for continued group health insurance coverage for 12 months following the termination or the date he becomes eligible for alternative coverage through subsequent employment as severance benefits in the event that his employment with the Company is terminated by the Company other than for just cause or he resigns due to a material, uncured breach of the Employment Agreement by the Company. He is also entitled to enhanced severance benefits if he terminates his employment within 30 days following a change of control. Any payment of severance benefits to him under the Employment Agreement is conditioned on his timely agreement to, and non-revocation of, a full and final release of legal claims in favor of the Company.

*Short Term Incentive Plan.* The Compensation Committee of the Company's board of directors (the "Compensation Committee") adopted a Short-Term Incentive Plan (the "STIP") for the benefit of its executive officers. Pursuant to the terms of the STIP, the Compensation Committee establishes performance goals at the beginning of each year and then at the end of the year will evaluate the extent to which, if any, the officers meet such goals. The STIP provides for a payout ranging between 0% and 200% of an officer's annual base salary, depending on what performance rating is achieved. Amounts due under the STIP can be payable 50.0% in cash and 50.0% in the form of restricted stock granted under the 2023 Plan, subject to the terms of the 2023 Plan. In addition, in the event of a Change of Control (as defined in the Equity Plans) during the term of the STIP, the Compensation Committee, in its sole and absolute discretion, may make a payment to its officers in an amount up to 200.0% of their then annual base salary, payable in cash, shares of common stock of the Company under the 2023 Plan or a combination of both, as determined by the Compensation Committee, not later than 30 days following such Change of Control.

*Committee for Safe Communities Complaint.* On October 20, 2023, the Committee for Safe Communities, an Alaskan non-profit corporation inclusive of this same group of objectors and formed for the purpose of opposing the project, filed suit in the Superior Court in Fairbanks, Alaska against the State of Alaska Department of Transportation and Public Facilities ("DOT"). The Complaint seeks injunctive relief against the DOT with respect to its oversight of the Peak Gold JV's ore haul plan. The Complaint alleges that the DOT has approved a haul route and trucking plan that violates DOT regulations, DOT's actions have created an unreasonable risk to public safety constituting an attractive public nuisance, and DOT has aided and abetted the offense of negligent driving. On November 2, 2023, the plaintiff filed a motion for a preliminary injunction against the DOT and sought expedited consideration of its motion. If granted, the motion could impact the Peak Gold JV's ore haul plans. On November 9, 2023, the Court denied the plaintiff's motion for expedited consideration. On November 15, 2023, the Court granted the Peak Gold JV's motion to intervene. On January 15, 2024, the Peak Gold JV and DOT jointly moved for judgment on the pleadings and to stay all discovery. On May 14, 2024, the Court issued an Order denying the plaintiff's motion for preliminary injunction and staying discovery. On June 24, 2024, the Court issued an Order granting judgment on the pleadings as to three of the four claims for relief alleged in the Complaint and denying relief as to the claim for public nuisance. The Order further lifted the stay of discovery. On July 3, 2024, the DOT filed motion for reconsideration as to the Court's Order on the motion for judgment on the pleadings, which the Peak Gold JV joined. On September 13, 2024, the Court entered an Order denying this motion. The case is set for trial on August 11, 2025.

*Village of Dot Lake Complaint.* On July 1, 2024, the Village of Dot Lake, a federally recognized Indian Tribe, located approximately 50 miles from the Manh Choh mine on the ore haul route along the Alaska Highway ("Dot Lake"), filed a Complaint in the U.S. District Court for the District of Alaska against U.S. Army Corps of Engineers (the "Corps") and Lt. General Scott A. Spellmon, in his official capacity as Chief of Engineers and Commanding General of the Corps. The Complaint seeks declaratory and injunctive relief based on the Corps' alleged failure to consult with Dot Lake and to undertake an adequate environmental review with respect to the Corps' issuance in September 2022 of a wetlands disturbance permit in connection with the overall permitting of the Manh Choh mine as to approximately 5 acres of wetlands located on Tetlin Village land. Peak Gold is not named as a defendant in the Complaint and, on August 20, 2024, the Peak Gold JV moved to intervene in the action, which Dot Lake has opposed. On October 10, 2024, the Court granted intervention to the Peak Gold JV.

## 12. Income Taxes

The Company recognized a full valuation allowance on its deferred tax asset as of September 30, 2024 and December 31, 2023 and has recognized \$507,880 of federal and \$210,947 of state income tax expense for the three and nine months ended September 30, 2024 and \$0 income tax expense for three and nine months ended September 30, 2023. The effective tax rate was (1.51)% for the three and nine months ended September 30, 2024 and 0% for the three and nine months ended September 30, 2023. The Company recognized a deferred tax liability of \$2,330,577 on acquisition of the Exploration and Evaluation assets for the period ended September 30, 2024. The Company has historically had a full valuation allowance, which resulted in no net deferred tax asset or liability appearing on its statement of financial position. The Company recorded this valuation allowance after an evaluation of all available evidence (including the Company's history of net operating losses) that led to a conclusion that, based upon the more-likely-than-not standard of the accounting literature, these deferred tax assets were unrecoverable. The Company is forecasting a book loss and an immaterial amount of taxable income due to the limitation of federal and Alaska NOLs to 80% of taxable income for its fiscal year end, December 31, 2024. The Company reviews its tax positions quarterly for tax uncertainties. The Company did not have any uncertain tax positions as of September 30, 2024 or December 31, 2023.

## 13. Debt

The table below shows the components of Debt, net as of September 30, 2024 and December 31, 2023:

	September 30, 2024	December 31, 2023
<b><i>Secured Debt Facility</i></b>		
Principal amount	\$ 58,000,000	\$ 30,000,000
Unamortized debt discount	(1,627,435)	(2,411,532)
Unamortized debt issuance costs	(2,082,496)	(2,394,168)
Debt, net	<u>\$ 54,290,069</u>	<u>\$ 25,194,300</u>
<b><i>Convertible Debenture</i></b>		
Principal amount	\$ 20,000,000	\$ 20,000,000
Unamortized debt discount	(344,925)	(414,854)
Unamortized debt issuance costs	(82,800)	(99,587)
Debt, net	<u>\$ 19,572,275</u>	<u>\$ 19,485,559</u>
<b>Total Debt, net</b>	<u>\$ 73,862,344</u>	<u>\$ 44,679,859</u>
Less current portion	<u>\$ 34,900,000</u>	<u>\$ 7,900,000</u>
<b>Debt non-current portion, net</b>	<u>\$ 38,962,344</u>	<u>\$ 36,779,859</u>

### *Secured Credit Facility*

On May 17, 2023, the Company entered into a credit and guarantee agreement (the "Credit Agreement"), by and among CORE Alaska, LLC as the borrower, each of the Company, LSA, Contango Minerals, as guarantors, each of the lenders party thereto from time to time, ING Capital LLC ("ING"), as administrative agent for the lenders, and Macquarie Bank Limited ("Macquarie"), as collateral agent for the secured parties. The Credit Agreement provides for a senior secured loan facility (the "Facility") of up to US\$70 million, of which \$65 million is committed in the form of a term loan facility and \$5 million is uncommitted in the form of a liquidity facility.

The Credit Agreement will mature on December 31, 2026 (the "Maturity Date") and will be repaid via quarterly repayments over the life of the loan. The Facility has an upfront fee and a production linked arrangement fee based upon the projected total production of gold ounces in the base case financial model delivered on the closing date, payable quarterly based on attributable production, with any balance due upon the maturity or termination of the Credit Agreement. The Credit Agreement is secured by all the assets and properties of the Company and its subsidiaries, including the Company's 30% interest in Peak Gold, LLC, but excluding the Company's equity interests of LSA in respect of the Lucky Shot mine, in addition to the assets of HighGold and Avidian Alaska. As a condition precedent to the second borrowing, the Company was required to hedge 124,600 ounces of its attributable gold production from Manh Choh. On August 2, 2023, CORE Alaska entered into a series of hedging agreements with ING and Macquarie for the sale of an aggregate of 124,600 ounces of gold at a weighted average price of \$2,025 per ounce, which satisfied the condition of the second borrowing. The hedge agreements have delivery obligations beginning in July 2024 and ending in December 2026. The Company commenced delivery into those hedge agreements in July 2024. See Note 14 - Derivatives and Hedging Activities below and the Company's Form 10-KT for the six-month period ended December 31, 2023.

Term loans, which can be made quarterly are to be used only to finance cash calls to the Peak Gold JV, fund the debt service reserve account, pay corporate costs in accordance with budget and base case financial model and fees and expenses in connection with

the loan. Liquidity loans, which can be made once a month, are to be used for cost overruns. Any outstanding liquidity loans must be repaid on July 31, 2025. As of September 30, 2024, the Company did not have any liquidity loans outstanding.

Loans under the Facility can be Base Rate loans at the Base Rate plus the Applicable Margin or Secured Overnight Financing Rate (“SOFR”) loans at the three month adjusted term SOFR plus the Applicable Margin. The type of loan is requested by the borrower at the time of the borrowing and the type loan may be converted. The “Base Rate” is the highest of Prime Rate, Federal Funds Rate plus 0.50% or Adjusted Term SOFR for one month plus 1%. “Adjusted Term SOFR” is Term SOFR plus a SOFR Adjustment of 0.15% per annum. “Term SOFR” is the secured overnight financing rate as administered by the Term SOFR Administrator. The “Applicable Margin” is (i) 6.00% per annum prior to the completion date for the Manh Choh Project and (ii) 5.00% per annum thereafter, which will be payable quarterly. The current Applicable Margin is 6%.

Interest is payable commencing on the date of each loan and ending on the next payment date. The interest payment dates prior to November 1, 2025 are the last day of July, October, January and April; thereafter the payment dates are the last day of March, June, September and December. The Company also will pay commitment fee on average daily unused borrowings equal to a rate of 40% of the Applicable Margin. The commitment fee is payable in arrears on each interest payment date with the final on the commitment termination date, which is 18 months after the closing date of May 17, 2023. As of September 30, 2024, the Company had unused borrowing commitments of \$5.0 million.

Borrowings under the Facility carried an original issue discount of \$2.3 million and debt issuance costs of approximately \$1.6 million. As of September 30, 2024, the unamortized discount and issuance costs were \$1.7 million and \$2.1 million, respectively, and the carrying amount, net of the unamortized discount and issuance costs was \$54.3 million. As of December 31, 2023, the unamortized discount and issuance costs were \$2.4 million and \$2.4 million, respectively and the carrying amount, net of the unamortized discount and issuance costs was \$25.2 million. The fair value of the debt (Level 2) as of September 30, 2024 and December 31, 2023 was \$58.0 million and \$30.0 million, respectively. The Company recognized interest expense totaling \$7.2 million related to this debt for the nine months ended September 30, 2024 (inclusive of approximately \$4.3 million of contractual interest, and approximately \$2.9 million related to the amortization of the discount and issuance fees). The Company recognized interest expense totaling \$0.5 million related to this debt for the nine months ended September 30, 2023 (inclusive of approximately \$437,000 of contractual interest, and approximately \$94,000 related to the amortization of the discount and issuance fees). The effective interest rate of the term loan facility was 11.56% as of September 30, 2024 and 11.58% as of December 31, 2023. As of September 30, 2024 and December 31, 2023, the effective interest rate for the amortization of the discount and issuance costs was 8.6% and 5.6%, respectively.

The Credit Agreement contains representations and warranties and affirmative and negative covenants customary for credit facilities of this type, including limitations on the Company and its subsidiaries with respect to indebtedness, liens, mergers, consolidations, liquidations and dissolutions, sales of all or substantially all assets, transactions with affiliates and entry into hedging arrangements. The Credit Agreement, as amended also requires the Company to maintain, as of the last day of each fiscal quarter, (i) a historical debt service coverage ratio of no less than 1.30 to 1.00 (not applicable until commercial production has been declared which has not occurred to date), (ii) a projected debt service coverage ratio until the Maturity Date of no less than 1.30 to 1.00; (iii) a loan life coverage ratio until the Maturity Date of no less than 1.40 to 1.00; (iv) a discounted present value cash flow coverage ratio until the Manh Choh gold project termination date of no less than 1.70 to 1.00; and (v) a reserve tail (i.e., gold production) ratio until the Maturity Date of no less than 25%. The Credit Agreement also includes customary events of default, including failure to pay principal, interest or fees when due, failure to comply with covenants, any representation or warranty made by the Company or any of its material subsidiaries being false in any material respect, default under certain other material indebtedness, certain insolvency or receivership events affecting the Company or any of its material subsidiaries, certain ERISA events, material judgments and a change in control, in each case, subject to cure periods and thresholds where customary. The Company is also required to maintain a minimum cash balance of \$2 million. As of September 30, 2024, the Company was in compliance with, or has received waiver or consent from ING and Macquarie, all of the required debt covenants. The waivers and consents primarily related to the Company's entry into transactions that required conditions to be modified under the Credit Agreement.

As of September 30, 2024, the Company had drawn a total of \$60.0 million on the Facility. The Company made a \$2.0 million principal repayment in July 2024 and paid a \$5.9 million principal repayment in October 2024. The Company is scheduled to repay \$42.6 million of principal in 2025 and the remaining \$9.5 million of principal on a quarterly basis through December 31, 2026.

In connection with entering into the Credit Agreement, the Company entered into a mandate lender arrangement fee letter (the “MLA Fee Letter”) with ING and Macquarie (collectively, the “Mandated Parties”) and a production linked arrangement fee letter (the “PLA Fee Letter”) with ING. Pursuant to the MLA Fee Letter, the Company paid the Mandated Parties on the date of the initial disbursement at the initial closing an upfront fee, calculated based on the principal amount of the Facility. Additionally, the Company paid the Mandated Parties an initial disbursement upfront fee, calculated based on the initial disbursement of \$10 million. Pursuant to the PLA Fee Letter, the Company will pay ING a production linked arranging fee based on projected total production over the life of the Facility, as well as an agency fee for consideration of acting as administrative agent and collateral agent.

#### *Convertible Debenture*

On April 26, 2022, the Company closed on a \$20,000,000 unsecured convertible debenture (the “Debenture”) with Queen’s Road Capital Investment, Ltd. (“QRC”). The Company used the proceeds from the sale of the Debenture to fund commitments to the Peak Gold JV, the exploration and development at its Lucky Shot Property, and for general corporate purposes.

In connection with the closing of the Credit Agreement, the Company entered into a letter agreement with QRC (the “Letter Agreement”) which amended the terms of the Debenture. In accordance with the Letter Agreement, QRC acknowledged that the Debenture would be subordinate to the loans under the Credit Agreement, and acknowledged that the Company entering into the loans under the Credit Agreement would not constitute a breach of the negative covenants of the Debenture. QRC also waived its put right in respect of the Debenture that would require Contango to redeem the Debenture in whole or in part upon the completion of a secured financing or a change of control. In consideration for QRC entering into the Letter Agreement, the Company agreed to amend the interest rate of the Debenture from 8% to 9%. In accordance with the Letter Agreement the interest payment dates were modified to be the last business day of July, October, January, and April, prior to November 1, 2025 and thereafter the last business day of March, June, September, and December. The maturity date also changed from April 26, 2026 to May 26, 2028.

The Debenture currently bears interest at 9% per annum, payable quarterly, with 7% paid in cash and 2% paid in shares of common stock issued at the market price at the time of payment based on a 20-day volumetric weighted average price (“VWAP”). The Debenture is unsecured. QRC may convert the Debenture into common stock at any time at a conversion price of \$30.50 per share (equivalent to 655,738 shares), subject to adjustment. The Company may redeem the Debenture after the third anniversary of issuance at 105% of par, provided that the market price (based on a 20-day VWAP) of the Company’s common stock is at least 130% of the conversion price.

In connection with the issuance of the Debenture, the Company agreed to pay an establishment fee of 3% of the Debenture face amount. In accordance with the terms of the related investment agreement (the “Investment Agreement”), QRC elected to receive the establishment fee in shares of common stock valued at \$24.82 per share, for a total of 24,174 shares. The establishment fee shares were issued to QRC pursuant to an exemption from registration under Regulation S. In connection with the Investment Agreement, QRC entered into an investor rights agreement with the Company in connection with the issuance of the Debenture. The investor rights agreement contains provisions that require QRC and its affiliates, while they own 5% or more of our outstanding common stock, to standstill, not to participate in any unsolicited or hostile takeover of the Company, not to tender its shares of common stock unless the Company’s board recommends such tender, to vote its shares of common stock in the manner recommended by the Company’s board to its stockholders, and not to transfer its shares of common stock representing more than 0.5% of outstanding shares without notifying the Company in advance, whereupon the Company will have a right to purchase those shares.

The Debenture carried an original issue discount of \$0.6 million and debt issuance costs of approximately \$0.2 million. As of September 30, 2024 and December 31, 2023, the unamortized discount and issuance costs were \$0.4 million and \$0.5 million, respectively. The carrying amount of the debt at September 30, 2024 and December 31, 2023, net of the unamortized discount and issuance costs was \$19.6 million and \$19.5 million, respectively. The fair value of the Debenture (Level 2) as of September 30, 2024 and December 31, 2023 was \$20.0 million. The Company recognized interest expense totaling \$1.5 million related to this debt for the nine months ended September 30, 2024 (inclusive of approximately \$1.4 million of contractual interest, and approximately \$0.1 million related to the amortization of the discount and issuance fees). The Company recognized interest expense totaling \$1.4 million related to this debt for the nine months ended September 30, 2023 (inclusive of approximately \$1.3 million of contractual interest, and approximately \$0.1 million related to the amortization of the discount and issuance fees). The effective interest rate of the Debenture is the same as the stated interest rate, 9.0%. The effective interest rate for the amortization of the discount and issuance costs as of September 30, 2024 and December 31, 2023 was 0.6% and 0.6%, respectively. The Company reviewed the provisions of the debt agreement to determine if the agreement included any embedded features and concluded that the change of control provisions within the debt agreement met the characteristics of a derivative and required bifurcation and separate accounting. The fair value of the identified derivative was determined to be de minimis at September 30, 2024 and December 31, 2023 as the probability of a change of control was negligible as of those dates. For each subsequent reporting period, the Company will evaluate each potential derivative feature to conclude whether or not they qualify for derivative accounting. Any derivatives identified will be recorded at the applicable fair value as of the end of each reporting period.

#### **14. Derivatives and Hedging Activities**

On August 2, 2023, CORE Alaska, a subsidiary of the Company, pursuant to an ISDA Master Agreement entered into with ING Capital Markets LLC (the “ING ISDA Master Agreement”) and an ISDA Master Agreement entered into with Macquarie Bank Limited (the “Macquarie ISDA Master Agreement”), in accordance with its obligations under the Credit Agreement, entered into a series of hedging agreements with ING Capital LLC and Macquarie Bank Limited for the sale of an aggregate of 124,600 ounces of gold at a weighted average price of \$2,025 per ounce. The hedge agreements have delivery obligations beginning in July 2024 and ending in

December 2026, and represent approximately 42% of the Company's interest in the projected production from the Manh Choh mine over the current anticipated life of the mine.

As of September 30, 2024, the Company had the following outstanding derivatives that were not designated as hedges in qualifying hedging relationships:

Period	Commodity	Volume	Weighted Average Price (\$/oz)
2024	Gold	6,274	\$ 2,025
2025	Gold	62,400	\$ 2,025
2026	Gold	41,100	\$ 2,025

#### *Fair Values of Derivative Instruments on the Balance Sheet*

The table below presents the fair value of the Company's derivative financial instruments as well as their classification on the Condensed Consolidated Balance Sheets as of September 30, 2024 and December 31, 2023.

	Balance Sheet Location	As of September 30, 2024			As of December 31, 2023		
		Gross Recognized Assets / Liabilities	Gross Amounts Offset	Net Recognized Assets / Liabilities	Gross Recognized Assets / Liabilities	Gross Amounts Offset	Net Recognized Assets / Liabilities
Derivatives not designated as hedging instruments							
Commodity Contracts	Derivative contract asset - current	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Commodity Contracts	Derivative contract liability - current	\$(30,254,431)	\$ —	\$(30,254,431)	\$(2,679,784)	\$ —	\$(2,679,784)
Commodity Contracts	Derivative contract asset - noncurrent	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Commodity Contracts	Derivative contract liability - noncurrent	\$(44,285,191)	\$ —	\$(44,285,191)	\$(20,737,997)	\$ —	\$(20,737,997)

As of September 30, 2024, the fair value of derivatives in a net liability position, which excludes any adjustment for nonperformance risk, related to these agreements was \$74,539,622. As of September 30, 2024, the Company has not posted any collateral related to these agreements. If the Company had breached any of these provisions as of September 30, 2024, it could have been required to settle its obligations under the agreements at their termination value of \$74,539,622.

#### *Effect of Derivatives Not Designated as Hedging Instruments on the Income Statement*

The table below presents the effect of the Company's derivative financial instruments that are not designated as hedging instruments on the Condensed Consolidated Statement of Operations for the three and nine months ended September 30, 2024 and 2023.

Derivatives Not Designated as Hedging Instruments under Subtopic 815-20	Location of Gain or (Loss) Recognized in Income on Derivative	Amount of Gain or (Loss) Recognized in Income on Derivative		Amount of Gain or (Loss) Recognized in Income on Derivative	
		Three months ended September 30, 2024	Three months ended September 30, 2023	Nine months ended September 30, 2024	Nine months ended September 30, 2023
Commodity Contracts	Unrealized loss on derivative contracts	\$ (22,943,019)	\$ (2,725,411)	\$ (51,121,840)	\$ (2,725,411)
Commodity Contracts	Realized loss on derivative contracts	\$ (5,901,160)	\$ —	\$ (5,901,160)	\$ —
Total		\$ (28,844,179)	\$ (2,725,411)	\$ (57,023,000)	\$ (2,725,411)

## ***Credit-risk-related Contingent Features***

*Cross Default.* The Company has agreements with each of its derivative counterparties that contain a provision where if the Company defaults on any of its indebtedness, including default where repayment of the indebtedness has not been accelerated by the lender, then the Company could also be declared in default on its derivative obligations.

*Material adverse change.* Certain of the Company's agreements with its derivative counterparties contain provisions where if a specified event or condition occurs that materially changes the Company's creditworthiness in an adverse manner, the Company may be required to fully collateralize its obligations under the derivative instrument.

*Incorporation of loan covenants.* The Company has an agreement with a derivative counterparty that incorporates the loan covenant provisions of the Company's indebtedness with a lender affiliate of the derivative counterparty. Failure to comply with the loan covenant provisions would result in the Company being in default on any derivative instrument obligations covered by the agreement.

## ***Metal Sales***

In order to physically deliver the gold as stipulated in the hedge agreements, the Company purchases its 30% share of gold from the Peak Gold JV. The excess ounces purchased that are not delivered to meet its hedge obligations are sold to the derivative counterparties in accordance with their respective sale agreements, with the resulting gain or loss being recorded in "Other Income/(Expense)". The gains on metal sales for the three and nine months ended September 30, 2024 were \$0.9 million for both periods. The Company did not have any gain or losses on metal sales for the comparative periods in 2023. The sales are accounted for under ASC 610 Other Income and not ASC 606 Revenue from Contracts with Customers, since the sales are incidental to the Company's primary contractual obligation and do not constitute the Company's ongoing or central operations.

## **15. Fair Value Measurement**

The Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 820, defines fair value as the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. FASB ASC Topic 820 provides a framework for measuring fair value, establishes a three-level hierarchy for fair value measurements based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date and requires consideration of the counterparty's creditworthiness when valuing certain assets.

The three levels are defined as follows:

Level 1 – Observable inputs such as quoted prices in active markets at the measurement date for identical, unrestricted assets or liabilities.

Level 2 – Other inputs that are observable directly or indirectly, such as quoted prices in markets that are not active or inputs, which are observable, either directly or indirectly, for substantially the full term of the asset or liability.

Level 3 – Unobservable inputs for which there are little or no market data and which the Company makes its own assumptions about how market participants would price the assets and liabilities.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Where available, fair value is based on observable market prices or parameters or derived from such prices or parameters. Where observable prices or inputs are not available, valuation models are applied. These valuation techniques involve some level of management estimation and judgment, the degree of which is dependent on the price transparency for the instruments or market and the instrument's complexity. The Company reflects transfers between the three levels at the beginning of the reporting period in which the availability of observable inputs no longer justifies classification in the original level. There were no transfers between fair value hierarchy levels for the quarter ended September 30, 2024.

### **Fair Value on a Recurring Basis**

The Company performs fair value measurements on a recurring basis for the following:

**Derivative Financial Instruments** - Derivative financial instruments are carried at fair value and measured on a recurring basis. The Company's potential derivative financial instruments include features embedded within its convertible debenture with Queens Road Capital (see Note 13). These measurements were not material to the Consolidated Financial Statements.

**Derivative Hedges** - As discussed in Note 14, the Company has entered into hedge agreements with delivery obligations of gold ounces. The Company utilizes derivative instruments in order to manage exposure to risks associated with fluctuating commodity prices. The derivative hedges are mark-to-market with changes in estimated value driven by forward commodity prices.

Marketable Securities - The Company, owns investments in publicly traded companies. Changes in the fair value of these investments are recorded through income using quoted prices obtained from securities exchanges.

Contingent Consideration - As discussed in Note 11, the Company will be obligated to pay CRH additional consideration if production on the Lucky Shot Property meets *two* separate milestone payment thresholds. The fair value of this contingent consideration is measured on a recurring basis, and is driven by the probability of reaching the milestone payment thresholds.

The following table summarizes the fair value of the Company's financial assets and liabilities, by level within the fair-value hierarchy (in thousands):

<b>As of September 30, 2024</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
<b>Financial Assets</b>			
Derivative contract asset - current	\$ —	\$ —	\$ —
Marketable securities - noncurrent	\$ 740,700	\$ —	\$ —
<b>Financial Liabilities</b>			
Derivative Liability - current	\$ —	\$ 30,254,431	\$ —
Derivative Liability - noncurrent	\$ —	\$ 44,285,191	\$ —
Contingent consideration liability - noncurrent	\$ —	\$ —	\$ 1,100,480
<b>As of December 31, 2023</b>			
<b>Financial Assets</b>			
Derivative contract asset - current	\$ —	\$ —	\$ —
Marketable securities - noncurrent	\$ —	\$ —	\$ —
<b>Financial Liabilities</b>			
Derivative Liability - current	\$ —	\$ 2,679,784	\$ —
Derivative Liability - noncurrent	\$ —	\$ 20,737,997	\$ —
Contingent consideration liability - noncurrent	\$ —	\$ —	\$ 1,100,480

#### Fair Value on a Nonrecurring Basis

The Company applies the provisions of the fair value measurement standard on a non-recurring basis to its non-financial assets and liabilities, including mineral properties, business combinations, and asset retirement obligations. These assets and liabilities are not measured at fair value on an ongoing basis but are subject to fair value adjustments if events or changes in certain circumstances indicate that adjustments may be necessary.

## 16. Acquisitions

### HighGold Acquisition

On May 1, 2024, the Company entered into a definitive arrangement agreement (the "Arrangement Agreement") by and among the Company, Contango Mining Canada Inc., a corporation organized under the laws of British Columbia and a wholly owned subsidiary of the Company, and HighGold Mining Inc., a corporation existing under the laws of the Province of British Columbia ("HighGold"), pursuant to which the Company acquired 100% of the outstanding equity interests of HighGold (the "HighGold Acquisition") by way of a court approved plan of arrangement under the Business Corporations Act (British Columbia). The HighGold Acquisition, which was approved by HighGold shareholders at HighGold's special meeting held on June 27, 2024, was subsequently approved by the Supreme Court of British Columbia on July 2, 2024.

On July 10, 2024, the Company completed the HighGold Acquisition and, as contemplated by the Arrangement Agreement, each HighGold share of common stock was exchanged for 0.019 shares of Contango common stock, par value \$0.01 per share (the "common stock"). HighGold options were also exchanged, directly or indirectly, for Contango shares of common stock, based on the fair market value of the HighGold options prior to the closing date. Upon closing of the HighGold Acquisition, the Company issued an aggregate of 1,698,887 shares of Contango common stock, with a value of \$33.8 million, to HighGold shareholders in reliance upon an exemption from the registration requirements of the Securities Act, pursuant to Section 3(a)(10) of the Securities Act. Such exemption was based on the final order of the Supreme Court of British Columbia issued on July 2, 2024, approving the Acquisition following a hearing by the court which considered, among other things, the fairness of the Acquisition to the persons affected. Upon completion of the

Acquisition, existing Contango shareholders own approximately 85.9% and HighGold shareholders own approximately 14.1% of the combined company.

#### Avidian Alaska Acquisition

On May 1, 2024, the Company entered into a stock purchase agreement with Avidian Gold Corp. (“Avidian”) pursuant to which the Company has agreed to purchase Avidian’s 100% owned Alaskan subsidiary, Avidian Gold Alaska Inc., for initial consideration of \$2,400,000, with a contingent payment for up to \$1,000,000 (the “Avidian Alaska Acquisition”).

On August 6, 2024, the Company completed the Avidian Alaska Acquisition. The total purchase price of \$2,063,539 consisted of (i) \$400,000 in cash (the “Cash Consideration”) and (ii) \$1,663,539 in shares of Contango common stock, with \$207,945 of such shares withheld at closing and to be paid only upon settlement of a withholding contingency (the “Equity Consideration”). The Cash Consideration shall be paid in the following tranches: (i) a deposit of \$50,000 (paid), (ii) \$150,000 to be paid upon settlement of a withholding contingency and (iii) \$200,000 of the Cash Consideration to be paid on or before the six-month anniversary of the transaction closing date. The number of shares of common stock constituting the Equity Consideration, which were issued or will be issued in reliance upon an exemption from the registration requirements of the Securities Act, pursuant to Section 4(a)(2) of the Securities Act, was determined based on Contango’s 10-day VWAP on the NYSE American immediately prior to the closing date.

The Company evaluated these acquisitions under ASC 805, Business Combinations. ASC 805 requires that an acquirer determine whether it has acquired a business. If the criteria of ASC 805 are met, a transaction would be accounted for as a business combination and the purchase price is allocated to the respective net assets assumed based on their fair values and a determination is made whether any goodwill results from the transaction. In evaluating the criteria outlined by this standard, the Company concluded that the acquired set of assets did not meet the US GAAP definition of a business (there are several reasons the assets do not constitute a business including the fact that the assembled workforce does not currently perform a substantive process). Therefore, the Company accounted for both purchases as an asset acquisition. With regards to the HighGold acquisition, the Company allocated the total consideration transferred on the date of the acquisition, approximately \$35.0 million, to the assets acquired on a relative fair value basis. The total consideration transferred was comprised of \$33.8 million in shares and \$1.2 million in direct transactions costs. With regards to the Avidian Alaska acquisition, the Company allocated the total consideration transferred on the date of the acquisition, approximately \$2.1 million, to the assets acquired on a relative fair value basis. The total consideration was comprised of \$0.4 million in scheduled cash payments, and \$1.7 million in shares. The Avidian Alaska acquisition included a \$1,000,000 payable contingent upon the Company achieving a decision to proceed with commercial production within 120 months of the closing date. Given that the Company is still in the early exploration stage of the Avidian claims and has no current plans or data that would support the development of a mine, it cannot reasonably conclude that reaching commercial production is probable. As such, no liability will be recognized for the deferred consideration. If circumstances change within the 120-month period outlined by the Avidian stock purchase agreement and commercial production is deemed probable, management will recognize the deferred consideration with a corresponding increase to the related mineral property. As such, the Company will not recognize any amount for the deferred consideration portion in the acquisition of Avidian. That is, because a liability cannot be recognized in accordance with ASC 450, the fair value is zero.

## 17. General and Administrative Expenses

The following table presents the Company's general and administrative expenses for the three and nine months ended September 30, 2024 and 2023.

	Three Months Ended September 30, 2024	Three Months Ended September 30, 2023	Nine Months Ended September 30, 2024	Nine Months Ended September 30, 2023
General and administrative expenses:				
Marketing and investor relations	\$ 183,181	\$ 57,349	\$ 434,080	\$ 238,708
Office and administrative costs	232,602	68,813	347,651	215,356
Insurance	352,942	259,798	962,118	750,174
Professional fees	236,372	457,680	941,984	1,249,259
Regulatory fees	161,449	145,006	345,731	317,598
Salaries and benefits	500,550	819,077	1,497,079	1,740,765
Stock-based compensation	660,985	739,784	1,973,164	2,072,650
Travel	101,968	48,720	288,643	146,430
Director fees	181,576	171,250	481,576	527,500
<b>Total</b>	<b><u>\$ 2,611,625</u></b>	<b><u>\$ 2,767,477</u></b>	<b><u>\$ 7,272,026</u></b>	<b><u>\$ 7,258,440</u></b>

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the consolidated financial statements and the accompanying notes and other information included elsewhere in this Form 10-Q and our Form 10-KT for the six-month period ended December 31, 2023 and Form 10-K for the fiscal year ended June 30, 2023, previously filed with the SEC.

### Cautionary Statement about Forward-Looking Statements

Some of the statements made in this report may contain "forward-looking statements" within the meaning of Section 27A of the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The words and phrases "should be", "will be", "believe", "expect", "anticipate", "estimate", "forecast", "goal" and similar expressions identify forward-looking statements and express our expectations about future events. Any statement that is not historical fact is a forward-looking statement. These include such matters as:

- The Company's financial position;
- Business strategy, including outsourcing;
- Meeting the Company's forecasts and budgets;
- Anticipated capital expenditures and the availability of future financing;
- Risk in the pricing or timing of hedges the Company has entered into for the production of gold and associated minerals;
- Prices of gold and associated minerals;
- Timing and amount of future discoveries (if any) and production of natural resources on the Contango Properties and the Peak Gold JV Property;
- Operating costs and other expenses;
- Cash flow and anticipated liquidity;
- The Company's ability to fund its business with current cash reserves based on currently planned activities;
- Prospect development;
- Operating and legal risks;
- New governmental laws and regulations; and
- Pending and future litigation.

Although the Company believes the expectations reflected in such forward-looking statements are reasonable, such expectations may not occur. These forward-looking statements involve known and unknown risks, uncertainties and other factors, many of which are outside of our control, that may cause our actual results, performance or achievements to be materially different from future results expressed or implied by the forward-looking statements. In addition to the risk factors described in Part II, Item 1A. Risk Factors, of this Form 10-Q and Part I, Item 1A. Risk Factors, in our Transition Report on Form 10-KT for the six-month period ended December 31, 2023, these factors include among others:

- Ability to raise capital to fund capital expenditures and repayment of indebtedness;
- Ability to retain or maintain capital contributions to, and our relative ownership interest in the Peak Gold JV;
- Ability to influence management of the Peak Gold JV;
- Ability to realize the anticipated benefits of the HighGold Acquisition;
- Disruption from the HighGold Acquisition and transition of HighGold's management to the Company, including as it relates to maintenance of business and operational relationships;
- Potential delays or changes in plans with respect to exploration or development projects or capital expenditures;
- Operational constraints and delays;
- Exploration and operational risks associated with the mining industry;
- Timing and successful discovery of natural resources;

- Declines and variations in the price of gold and associated minerals, as well as price volatility for natural resources;
- Availability of operating equipment;
- Weather;
- Ability to find and retain skilled personnel;
- Restrictions on mining activities;
- Federal and state legislation and regulation that affects mining development and activities;
- Impact of new and potential legislative and mining operating and safety standards;
- Uncertainties of any estimates and projections relating to any future production, costs and expenses (including changes in the cost of fuel, power, materials, and supplies);
- Timely and full receipt of sale proceeds from the sale of any of our mined products (if any);
- Stock price and interest rate volatility;
- Availability and cost of material and equipment;
- Actions or inactions of third-parties;
- Potential mechanical failure or under-performance of facilities and equipment;
- Environmental and regulatory, health and safety risks;
- Strength and financial resources of competitors;
- Worldwide economic conditions;
- Expanded rigorous monitoring and testing requirements;
- Ability to obtain insurance coverage on commercially reasonable terms;
- Competition generally and the increasing competitive nature of the mining industry;
- Risks related to title to properties; and
- Ability to consummate strategic transactions.

You should not unduly rely on these forward-looking statements in this report, as they speak only as of the date of this report. Except as required by law, the Company undertakes no obligation to publicly release any revisions to these forward-looking statements to reflect events or circumstances occurring after the date of this report or to reflect the occurrence of unanticipated events. All forward-looking statements included herein are expressly qualified in their entirety by the cautionary statements contained or referred to in this section.

### **Third Quarter 2024 Highlights and Recent Developments**

#### *Manh Choh Project*

In July 2024, the Peak Gold JV commenced processing of the ore at the Fort Knox facility and on July 8, 2024, Manh Choh Project achieved a significant milestone and poured its first gold bar, on schedule. On September 9, 2024, the Company announced the start of a second campaign of gold production from the Manh Choh Project. On September 17, 2024, the Company announced the receipt of a \$19.5 million cash distribution from the Peak Gold JV relating to production at Manh Choh. During the third quarter of 2024, ore transportation has ramped up to planned volumes, with full commissioning of modifications at the Fort Knox facility having been completed. The Manh Choh Project remains on track to deliver its planned production this year. The Peak Gold JV management committee approved budgets for 2023 and 2024, with cash calls totaling approximately to \$248.1 million, of which the Company's share was approximately \$74.5 million. In July 2024, the Company had to contribute an unbudgeted additional cash call for \$4.1 million. As of September 30, 2024, the Company has funded \$78.6 million towards the cash calls.

#### *Johnson Tract Project*

At the Johnson Tract Project the Company commenced a surface drilling campaign on July 30, 2024. The 2024 surface exploration drilling targeted 3,000 meters (approximately 9,850 ft) across 20 drill holes and was designed to in-fill the upper one-third of the near vertical resource. In parallel with the in-fill drilling, selected holes had hydrological testing and monitoring to characterize the overall surficial and deposit hydrology and water quality. In addition to assaying the core, selected drill core had advanced metallurgical, geochemical, and specific gravity tests to assist in building a geometallurgical model for the deposit. On September 9, 2024, the

Company announced that it had completed approximately 1,500 meters (5,000 ft.) of the planned 2024 surface drilling program at the Johnson Tract Project, which remained on budget and schedule.

On September 10, 2024, the Company received the approved “404” permit from the United States Army Core of Engineers authorizing proposed surface construction work in 2025-2029. This major permit was applied for and only covers work to establish a road from the Johnson Tract Camp to the proposed portal site and upgrades to the Johnson Tract Airfield.

#### *Lucky Shot Property*

The Lucky Shot project remains in care and maintenance as the Company plans a surface and underground drilling program for 2025.

#### *HighGold Acquisition*

On May 1, 2024, the Company entered into a definitive arrangement agreement (the “Arrangement Agreement”) by and among the Company, Contango Mining Canada Inc., a corporation organized under the laws of British Columbia and a wholly owned subsidiary of the Company, and HighGold Mining Inc., a corporation existing under the laws of the Province of British Columbia (“HighGold”), pursuant to which the Company acquired 100% of the outstanding equity interests of HighGold (the “HighGold Acquisition”) by way of a court approved plan of arrangement under the Business Corporations Act (British Columbia). The HighGold Acquisition, which was approved by HighGold shareholders at HighGold’s special meeting held on June 27, 2024, was subsequently approved by the Supreme Court of British Columbia on July 2, 2024.

On July 10, 2024, the Company completed the HighGold Acquisition and, as contemplated by the Arrangement Agreement, each HighGold share of common stock was exchanged for 0.019 shares of Contango common stock, par value \$0.01 per share (the “common stock”). HighGold options were also exchanged, directly or indirectly, for Contango shares of common stock, based on the fair market value of the HighGold options prior to the closing date. Upon closing of the HighGold Acquisition, the Company issued an aggregate of 1,698,887 shares of Contango common stock, with a value of \$33.8 million, to HighGold shareholders in reliance upon an exemption from the registration requirements of the Securities Act, pursuant to Section 3(a)(10) of the Securities Act. Such exemption was based on the final order of the Supreme Court of British Columbia issued on July 2, 2024, approving the Acquisition following a hearing by the court which considered, among other things, the fairness of the Acquisition to the persons affected. Upon completion of the Acquisition, existing Contango shareholders own approximately 85.9% and HighGold shareholders own approximately 14.1% of the combined company.

#### *Avidian Alaska Acquisition*

On May 1, 2024, the Company entered into a stock purchase agreement with Avidian Gold Corp. (“Avidian”) pursuant to which the Company has agreed to purchase Avidian’s 100% owned Alaskan subsidiary, Avidian Gold Alaska Inc., for initial consideration of \$2,400,000, with a contingent payment for up to \$1,000,000 (the “Avidian Alaska Acquisition”).

On August 6, 2024, the Company completed the Avidian Alaska Acquisition. The total purchase price of \$2,063,539 consisted of (i) \$400,000 in cash (the “Cash Consideration”) and (ii) \$1,663,539 in shares of Contango common stock, with \$207,945 of such shares withheld at closing and to be paid only upon settlement of a withholding contingency (the “Equity Consideration”). The Cash Consideration shall be paid in the following tranches: (i) a deposit of \$50,000 (paid), (ii) \$150,000 to be paid upon settlement of a withholding contingency and (iii) \$200,000 of the Cash Consideration to be paid on or before the six-month anniversary of the transaction closing date. The number of shares of common stock constituting the Equity Consideration, which were issued or will be issued in reliance upon an exemption from the registration requirements of the Securities Act, pursuant to Section 4(a)(2) of the Securities Act, was determined based on Contango’s 10-day VWAP on the NYSE American immediately prior to the closing date.

#### *Underwritten Offering*

On June 10, 2024, the Company entered into an underwriting agreement with Canaccord Genuity LLC and Cormark Securities Inc. (collectively, the “June 2024 Underwriters”), relating to an underwritten public offering (the “June 2024 Offering”) of 731,750 units (the “Units”) of the Company at a price of \$20.50 per Unit. Each Unit consisted of (i) one share of the Company’s common stock and (ii) one-half of one accompanying warrant. Each whole accompanying warrant is exercisable to purchase one share of the Company’s common stock at a price of \$26.00 per warrant, exercisable for a period of 36 months. The June 2024 Underwriters agreed to purchase the Units from the Company pursuant to the June 2024 Underwriting Agreement at a price of \$19.37 per Unit, which included a 5.5% underwriting discount. The net proceeds from the June 2024 Offering were \$13.7 million after deducting underwriting discounts and commissions and offering expenses. The June 2024 Offering was made pursuant to the Company’s effective shelf registration statement on Form S-3. The June 2024 Offering closed on June 12, 2024.

#### *Committee for Safe Communities Complaint*

On October 20, 2023, the Committee for Safe Communities, an Alaskan non-profit corporation inclusive of this same group of objectors and formed for the purpose of opposing the project, filed suit in the Superior Court in Fairbanks, Alaska against the State of

Alaska Department of Transportation and Public Facilities ("DOT"). The Complaint seeks injunctive relief against the DOT with respect to its oversight of Peak Gold's ore haul plan. The Complaint alleges that the DOT has approved a haul route and trucking plan that violates DOT regulations, DOT's actions have created an unreasonable risk to public safety constituting an attractive public nuisance, and DOT has aided and abetted the offense of negligent driving. On November 2, 2023, the plaintiff filed a motion for a preliminary injunction against the DOT and sought expedited consideration of its motion. If granted, the motion could impact Peak Gold's ore haul plans. On November 9, 2023, the Court denied the plaintiff's motion for expedited consideration. On November 15, 2023, the Court granted Peak Gold, LLC's motion to intervene. On January 15, 2024, Peak Gold and DOT jointly moved for judgment on the pleadings and to stay all discovery. On May 14, 2024, the Court issued an Order denying the plaintiff's motion for preliminary injunction and staying discovery. On June 24, 2024, the Court issued an Order granting judgment on the pleadings as to three of the four claims for relief alleged in the Complaint and denying relief as to the claim for public nuisance. The Order further lifted the stay of discovery. On July 3, 2024, the DOT filed motion for reconsideration as to the Court's Order on the motion for judgment on the pleadings, which Peak Gold joined. On September 13, 2024, the Court entered an Order denying this motion. The case is set for trial on August 11, 2025.

### *Dot Lake Complaint*

On July 1, 2024, the Village of Dot Lake, a federally recognized Indian Tribe, located approximately 50 miles from the Manh Choh mine on the ore haul route along the Alaska Highway ("Dot Lake"), filed a Complaint in the U.S. District Court for the District of Alaska against U.S. Army Corps of Engineers (the "Corps") and Lt. General Scott A. Spellmon, in his official capacity as Chief of Engineers and Commanding General of the Corps. The Complaint seeks declaratory and injunctive relief based on the Corps' alleged failure to consult with Dot Lake and to undertake an adequate environmental review with respect to the Corps' issuance in September 2022 of a wetlands disturbance permit in connection with the overall permitting of the Manh Choh mine as to approximately 5 acres of wetlands located on Tetlin Village land. Peak Gold is not named as a defendant in the Complaint and, on August 20, 2024, Peak Gold moved to intervene in the action, which Dot Lake has opposed. On October 10, 2024, the Court granted intervention to Peak Gold.

### **Strategy**

*Partnering with strategic industry participants to expand future exploration work.* As of October 1, 2020, in conjunction with the Kinross transactions that established the current ownership interests in the Peak Gold JV and the signing of the A&R JV LLCA, KG Mining became the manager of the Peak Gold JV (the "Manager"). KG Mining may resign as Manager and can be removed as Manager for a material breach of the A&R JV LLCA, a material failure to perform its obligations as the Manager, a failure to conduct the Peak Gold JV operations in accordance with industry standards and applicable laws, and other limited circumstances. Except as expressly delegated to the Manager, the A&R JV LLCA provides that the JV Management Committee has exclusive authority to determine all management matters related to the Company. The JV Management Committee currently consists of one appointee designated by the Company and two appointees designated by KG Mining. The Representatives designated by each member of the Peak Gold JV vote as a group, and in accordance with their respective membership interests in the Peak Gold JV. Except in the case of certain actions that require approval by unanimous vote of the Representatives, the affirmative vote of a majority of the membership interests in the Peak Gold JV constitutes the action of the JV Management Committee.

*Structuring Incentives to Drive Behavior.* The Company believes that equity ownership aligns the interests of the Company's executives and directors with those of its stockholders. The Company has implemented an equity compensation program for its executive officers and directors (and other persons) that provides an incentive for such officers to achieve the Company's long-term business objectives. The Company's equity compensation program includes two forms of long-term incentives: restricted stock and stock options. As of September 30, 2024, the Company's directors and executives beneficially own approximately 13.7% of the Company's common stock.

*Acquiring exploration properties.* The Company anticipates from time to time acquiring additional properties in Alaska for exploration, subject to the availability of funds. The acquisitions may include leases or similar rights from Alaska Native corporations and/or staking Federal or State of Alaska mining claims. Acquiring additional properties will likely result in additional expense to the Company for minimum royalties, minimum rents and annual exploratory work requirements. The Company is open to strategic partnerships or alliances with other companies as a means to enhance its ability to fund new and existing exploration and development opportunities.

### **Off-Balance Sheet Arrangements**

None.

### **Critical Accounting Estimates**

The discussion and analysis of the Company's financial condition and results of operations is based upon the consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these consolidated financial statements requires the Company to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses. The Company has identified below the critical accounting estimate that is of particular

importance to the portrayal of our financial position and results of operations and which require the application of significant judgment by management. Actual results may differ from these estimates under different assumptions or conditions.

*Contingent Considerations.* Contingent consideration in asset acquisitions payable in the form of cash is recognized when payment becomes probable and reasonably estimable, unless the contingent consideration meets the definition of a derivative, in which case the amount becomes part of the asset acquisition cost when acquired. Contingent consideration payable in the form of a fixed number of the Company's own shares is measured at fair value as of the acquisition date and recognized when the issuance of the shares becomes probable. Upon recognition of the contingent consideration payment, the amount is included in the cost of the acquired asset or group of assets. The Company carries a liability for contingent consideration related to the acquisition of LSA. In estimating the fair value of the contingent consideration at each reporting period, the Company makes estimates regarding the probability and timing of reaching the milestones associated with payment of the consideration, as well as the weighted average cost of capital used to discount the liability to its present value as of the balance sheet date. The estimate of the fair value of the contingent consideration is sensitive to changes in any one of these estimates.

*Derivative Instruments.* The Company utilizes derivative instruments in order to manage exposure to risks associated with fluctuating commodity prices. The Company recognizes all derivatives as either assets or liabilities, measured at fair value, and recognizes changes in the fair value of derivatives in current earnings. The Company has elected to not designate any of its positions under the hedge accounting rules. Accordingly, these derivative contracts are mark-to-market and any changes in the estimated values of derivative contracts held at the balance sheet date are recognized in unrealized (loss) gain on derivative contracts, net in the Condensed Consolidated Statements of Operations as unrealized gains or losses on derivative contracts. Realized gains or losses on derivative contracts will be recognized in (Loss) gain on derivative contracts, net in the Condensed Consolidated Statements of Operations.

## Results of Operations

### Three Months Ended September 30, 2024 Compared to Three Months Ended September 30, 2023

*Claim Rentals Expense.* Claim rental expense primarily consists of State of Alaska rental payments and costs incurred to record annual labor documents. For the three months ended September 30, 2024 and 2023, claim rental expense were \$0.2 million and \$0.1 million respectively.

*Exploration Expense.* Exploration expense for the three months ended September 30, 2024 was \$3.0 million compared to \$1.1 million for the three months ended September 30, 2023. Current period exploration expense primarily relates to a 3,000 meter surface drill program at the Johnson Tract Project. The prior period exploration expense relates to care and maintenance work performed on the Lucky Shot Property.

*General and Administrative Expense.* General and administrative expense for the three months ended September 30, 2024 and 2023 was \$2.6 million and \$2.8 million, respectively. The Company's general and administrative expense primarily relates to legal fees, regulatory fees, payroll and stock-based compensation expense.

*Income / Loss from Equity Investment in the Peak Gold JV.* The income from the Company's equity investment in the Peak Gold JV for the three months ended September 30, 2024 was \$28.5 million compared to a loss of \$5.6 million for the same period in 2023. The Manh Choh project commenced production in July 2024, which generated income for the 2024 period. The capital contributions for the three months ended September 30, 2024 and 2023 were \$4.0 million and \$27.0 million, respectively. The capital contributions were higher for three months ended September 30, 2023 compared to September 30, 2024 as the Manh Choh project was in the development phase in 2023 and required capital for mine development and improvements as the Fort Knox mill facility. The Peak Gold JV issued a cash distribution of \$19.5 million during the three month period ended September 30, 2024. No cash distributions were made for the same period in 2023. There were no suspended losses as of September 30, 2024.

*Interest Expense.* For the three months ended September 30, 2024 interest expense was \$3.7 million related to the Queen's Road Capital Investment, Ltd. Debenture (the "Debenture") and interest expense related to the Company's cumulative \$58.0 million draw-down on the Facility. Prior year interest expense of \$1.0 million included interest expense related to the Debenture and interest expense related to the Company's cumulative \$20 million draw-down on the Facility. See Note 13 - Debt.

*Metal Sales.* For the three months ended September 30, 2024, the gain on metal sales was \$0.9 million related to excess ounces that were purchased from the Peak Gold JV that were not delivered into the hedges and sold to the derivative counterparties. There were no metal sales for the three months ended September 30, 2023.

*Loss on Derivative Contracts.* Loss on derivative contracts for the three months ended September 30, 2024 was \$28.8 million compared to \$2.7 million for the three months ended September 30, 2023. The \$28.8 million loss for the three month period of September 30, 2024 included a realized loss of \$5.9 million as the Company delivered 14,826 gold ounces into the derivative contracts. The loss also included a non-cash unrealized loss of \$22.9 million. The Company did not deliver gold ounces into the derivative contracts for the three month period ended September 30, 2023. Therefore, there was no realized loss for the period and the \$2.7 million was a

non-cash unrealized loss. The Company did not enter into any derivative contracts until July 2023 (see Note 14 - Derivative and Hedging Activities).

### **Nine Months Ended September 30, 2024 Compared to Nine Months Ended September 30, 2023**

*Claim Rentals Expense.* Claim rental expense primarily consists of State of Alaska rental payments and costs incurred to record annual labor documents. For the nine months ended September 30, 2024 and 2023, claim rental expense was \$0.4 million and \$0.4 million respectively.

*Exploration Expense.* Exploration expense for the nine months ended September 30, 2024 was \$3.1 million compared to \$2.3 million for the nine months ended September 30, 2023. Current period exploration expense primarily relates to a 3,000 meter surface drill program at the Johnson Tract Project. The prior period exploration expense relates to care and maintenance work performed on our Lucky Shot Property.

*General and Administrative Expense.* General and administrative expense for the nine months ended September 30, 2024 and 2023 was \$7.3 million and \$7.3 million, respectively. The Company's general and administrative expense primarily relates to legal fees, regulatory fees, payroll and stock-based compensation expense.

*Income / Loss from Equity Investment in the Peak Gold JV.* The income from the Company's equity investment in the Peak Gold JV for the nine months ended September 30, 2024 was \$27.7 million compared to a loss of \$17.4 million for the same period in 2023. The Manh Choh project commenced production in July 2024, which generated income for the 2024 period. The capital contributions for the nine months ended September 30, 2024 and 2023 were \$31.2 million and \$38.8 million, respectively. The capital contributions were higher for nine months ended September 30, 2023 compared to September 30, 2024 as operations were ramping up at the Manh Choh project with ore and waste mining and a focus on capital improvements at the Fort Knox mill facility. The Peak Gold JV issued a cash distribution of \$19.5 million for the nine month period ended September 30, 2024. No cash distributions were made for the same period in 2023. There were no suspended losses as of September 30, 2024.

*Interest Expense.* For the nine months ended September 30, 2024 interest expense was \$8.6 million related to the Debenture and interest expense related to the Company's cumulative \$58.0 million draw-down on the Facility. Prior year interest expense of \$1.9 million included interest expense related to the Debenture and interest expense related to the Company's cumulative \$20 million draw-down on the Facility. See Note 13 - Debt.

*Metal Sales.* For the nine months ended September 30, 2024, the gain on metal sales was \$0.9 million related to excess ounces that were purchased from the Peak Gold JV that were not delivered into the hedges and sold to the derivative counterparties. There were no metal sales for the nine months ended September 30, 2023.

*Loss on Derivative Contracts.* Loss on derivative contracts for the nine months ended September 30, 2024 was \$57.0 million compared to \$2.7 million for the nine months ended September 30, 2023. The \$57.0 million loss for the nine month period of September 30, 2024 included a realized loss of \$5.9 million as the Company delivered 14,826 gold ounces into the derivative contracts. The loss also included a non-cash unrealized loss of \$51.1 million. The Company did not deliver gold ounces into the derivative contracts for the nine month period ended September 30, 2023. Therefore, there was no realized loss for the period and the \$2.7 million was a non-cash unrealized loss. The Company did not enter into any derivative contracts until July 2023 (see Note 14 - Derivative and Hedging Activities).

### **Cash Cost on a By-Product Basis (non-GAAP Measure)**

The table below presents a reconciliation between the most comparable GAAP measure of total cost of sales to the non-GAAP measures of Cash Cost on a By-product Basis for the Peak Gold JV operations (Manh Choh) for the nine months ended September 30, 2024. There are no comparables provided as sales of gold at Manh Choh commenced in July 2024.

Cash Cost on a By-product Basis, per Ounce is a measure developed by precious metals companies (including the Silver Institute and the World Gold Council) in an effort to provide a uniform standard for comparison purposes. There can be no assurance, however, that this non-GAAP measure as we report is the same as that reported by other mining companies.

Cash Cost on a By-product Basis includes all direct and indirect operating cash costs related directly to the physical activities of producing gold, including mining, processing and other plant costs, third-party refining expense, on-site general and administrative costs, royalties and mining production taxes. The value of silver sold is deducted from the total production cost of sales as it is considered residual production, i.e. a by-product.

Cash Cost on a By-product Basis, per Ounce is an important operating statistic that the Company will utilize to measure a mine's operating performance. Cash Cost on a By-product Basis, per Ounce allows us to benchmark the performance of the Peak Gold JV versus those of our competitors. This statistic is useful in identifying acquisition and investment opportunities as they provide a common tool for measuring the financial performance of other mines with varying geologic, metallurgical and operating characteristics.

Cash Costs on a By-product Basis, per Ounce is calculated by adjusting production cost of sales, as reported on the interim condensed consolidated statements of operations, as follows:

	<b>Nine Months Ended September 30, 2024</b>
Cash Cost on a By-Product Basis:	
Total cost of sales	\$ 123,803,980
Less: silver revenue	(790,655)
Depreciation, depletion and amortization	(14,088,925)
Total	<u>\$ 108,924,400</u>
Divided by ounces sold	92,255
Cash Cost on a By-product Basis, per Ounce	<u>\$ 1,181</u>

## Liquidity and Capital Resources

As of September 30, 2024, the Company had approximately \$36.2 million of cash.

The Company's primary cash requirements have been for general and administrative expenses, capital calls from the Peak Gold JV for the Manh Choh Property, repayment of interest related to debt and exploration expenditures on the Johnson Tract Project and Lucky Shot Property. The Company's sources of cash have been from common stock offerings, the issuance of the Debenture, distributions from the equity investment and the proceeds from the Facility (see Note 8 - Stockholders' Equity (Deficit) and Note 13 - Debt, for a discussion of the recent activity).

The JV Management Committee approved a significant budget to complete the required development to start the operations of the Manh Choh mine, which began production early in the third quarter of 2024 and remains on track to deliver its planned production this year. On July 8, 2024, the Peak Gold JV poured its first gold bar. The ore mining continues along with stockpiling ore at the Fort Knox facility. The Project is on schedule and full commissioning of the modifications at the Fort Knox mill was completed. As of September 30, 2024, the Company has funded \$78.6 million of the fiscal 2023 and 2024 capital calls to the Peak Gold JV, \$31.3 million of which was required in fiscal 2024 for the Peak Gold JV to reach production. \$60.0 million of such amount was funded from the Facility. Operations commenced in July 2024 which has allowed the Peak Gold JV to operate from the cash flows generated from its operations and there are no future anticipated cash calls. If there are any unforeseen cash calls and if the Company elects to not fund a portion of its cash calls to the Peak Gold JV, its membership interest in the Peak Gold JV would be diluted.

The Company's cash needs going forward will primarily relate to exploration of the Contango Properties, repayment of debt and related interest and general and administrative expenses of the Company. Although there can be no guarantee that the Peak Gold JV will make distributions to the Company, the Company believes that distributions are probable and that it will maintain sufficient liquidity to meet its working capital requirements, including repayment obligations of approximately \$34.9 million on the Facility, for the next twelve months from the date of this report. Failure to pay current debt obligations will result in an event of default and the Company's debt would be due immediately or callable (See Note 13).

Further financing by the Company may include issuances of equity, instruments convertible into equity (such as warrants) or various forms of debt. The Company has issued common stock and other instruments convertible into equity in the past and cannot predict the size or price of any future issuances of common stock or other instruments convertible into equity, and the effect, if any, that such future issuances and sales will have on the market price of the Company's securities. Any additional issuances of common stock or securities convertible into, or exercisable or exchangeable for, common stock may ultimately result in dilution to the holders of common stock, dilution in any future earnings per share of the Company and may have a material adverse effect upon the market price of the common stock of the Company.

## Available Information

General information about the Company can be found on the Company's website at [www.contangoore.com](http://www.contangoore.com). Our annual reports on Form 10-K, transition report on Form 10-KT, quarterly reports on Form 10-Q and current reports on Form 8-K, as well as any amendments and exhibits to those reports, are available free of charge through our website as soon as reasonably practicable after the Company files or furnishes them to the SEC.

## Item 3. Quantitative and Qualitative Disclosures About Market Risk

As a "smaller reporting company" the Company is not required to provide this information.

## Item 4. Controls and Procedures

*Evaluation of Disclosure Controls and Procedures.* As required by Rule 13a-15(b) of the Exchange Act, the Company has evaluated, under the supervision and with the participation of its management, including our principal executive officer and principal financial officer, the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this Form 10-Q. Our disclosure controls and procedures are designed to provide reasonable assurance that the information required to be disclosed by us in reports that the Company files or submits under the Exchange Act is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure and is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. Based upon the evaluation, our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures were effective as of September 30, 2024 at the reasonable assurance level.

*Changes in Internal Control Over Financial Reporting.* There have been no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that occurred during our last fiscal quarter that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

## PART II—OTHER INFORMATION

### Item 1. Legal Proceedings

The Company is a 30% owner of the Peak Gold JV, which operates the Manh Choh mine near Tok, Alaska. Ore from the mine is being trucked to the Fort Knox mill for processing via public roadways in state-of-the-art trucks carrying legal loads. Certain owners of vacation homes along the ore haul route and others claiming potential impact have organized a group to oppose the ore haul plan and disrupt the project. These efforts have included administrative appeals of certain state mine permits unrelated to ore haul. To date, those appeals have been unsuccessful.

On October 20, 2023, the Committee for Safe Communities, an Alaskan non-profit corporation inclusive of this same group of objectors and formed for the purpose of opposing the project, filed suit in the Superior Court in Fairbanks, Alaska against the State of Alaska Department of Transportation and Public Facilities ("DOT"). The Complaint seeks injunctive relief against the DOT with respect to its oversight of Peak Gold's ore haul plan. The Complaint alleges that the DOT has approved a haul route and trucking plan that violates DOT regulations, DOT's actions have created an unreasonable risk to public safety constituting an attractive public nuisance, and DOT has aided and abetted the offense of negligent driving. On November 2, 2023, the plaintiff filed a motion for a preliminary injunction against the DOT and sought expedited consideration of its motion. If granted, the motion could impact Peak Gold's ore haul plans. On November 9, 2023, the Court denied the plaintiff's motion for expedited consideration. On November 15, 2023, the Court granted Peak Gold, LLC's motion to intervene. On January 15, 2024, Peak Gold and DOT jointly moved for judgment on the pleadings and to stay all discovery. On May 14, 2024, the Court issued an Order denying the plaintiff's motion for preliminary injunction and staying discovery. On June 24, 2024, the Court issued an Order granting judgment on the pleadings as to three of the four claims for relief alleged in the Complaint and denying relief as to the claim for public nuisance. The Order further lifted the stay of discovery. On July 3, 2024, the DOT filed motion for reconsideration as to the Court's Order on the motion for judgment on the pleadings, which Peak Gold joined. On September 13, 2024, the Court entered an Order denying this motion. The case is set for trial on August 11, 2025.

On July 1, 2024, the Village of Dot Lake, a federally recognized Indian Tribe, located approximately 50 miles from the Manh Choh mine on the ore haul route along the Alaska Highway ("Dot Lake"), filed a Complaint in the U.S. District Court for the District of Alaska against U.S. Army Corps of Engineers (the "Corps") and Lt. General Scott A. Spellmon, in his official capacity as Chief of Engineers and Commanding General of the Corps. The Complaint seeks declaratory and injunctive relief based on the Corps' alleged failure to consult with Dot Lake and to undertake an adequate environmental review with respect to the Corps' issuance in September 2022 of a wetlands disturbance permit in connection with the overall permitting of the Manh Choh mine as to approximately 5 acres of wetlands located on Tetlin Village land. Peak Gold is not named as a defendant in the Complaint and, on August 20, 2024, Peak Gold moved to intervene in the action, which Dot Lake has opposed. On October 10, 2024, the Court granted intervention to Peak Gold.

### Item 1A. Risk Factors

*In addition to the risk factor set forth below and the other information set forth in this Form 10-Q, you should carefully consider the risks discussed in our Transition Report on Form 10-KT for the six-month period ended December 31, 2023, under the headings "Item 1. Business — Adverse Climate Conditions," "—Competition," "— Government Regulation" and "Item 2. Properties— Environmental Regulation and Permitting," "Item 1A. Risk Factors," and "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" which risks could materially affect our business, financial condition or future results. There have been no material changes in our risk factors from those described in our Transition Report on Form 10-KT for the six-month period ended December 31, 2023. The risks described in our Transition Report on Form 10-KT for the six-month period ended December 31, 2023 are not the only risks the Company faces. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition or future results. An investment in the Company is subject to risks inherent in our business and involves a high degree of risk. The trading price of the shares of the Company is affected*

*by the performance of our business relative to, among other things, competition, market conditions and general economic and industry conditions. The value of an investment in the Company may decrease, resulting in a loss.*

## **Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

On August 6, 2024, in connection with the Avidian Alaska Acquisition, the Company issued 78,511 shares of its common stock to Avidian. The shares, the amount of which was determined based on Contango's 10-day VWAP on the NYSE American immediately prior to the closing date, were issued in reliance upon an exemption from the registration requirements of the Securities Act, pursuant to Section 4(a)(2) of the Securities Act.

## **Item 4. Mine Safety Disclosures**

Pursuant to Section 1503(a) of the Dodd-Frank Act and Item 104 of Regulation S-K, registrants that are operators, or that have a subsidiary that is an operator, of a coal or other mine in the United States are required to disclose specified information about mine health and safety in their periodic reports. These reporting requirements are based on the safety and health requirements applicable to mines under the Federal Mine Safety and Health Act of 1977 (the "Mine Act") which is administered by the U.S. Department of Labor's Mine Safety and Health Administration ("MSHA").

The Company does not serve as the manager of the Peak Gold JV or operator of the Manh Choh mine, and all of its other projects are in the exploration stage. Accordingly, during the three months ended September 30, 2024, the Company and its properties or operations were not subject to regulation by MSHA under the Mine Act and, thus, no disclosure is required under Section 1503(a) of the Dodd-Frank Act or subpart 104 of Regulation S-K.

## **Item 5. Other Information**

On September 27, 2024, Brad Juneau, a director of the Company, adopted a "Rule 10b5-1 trading arrangement" as defined in Item 408(a) of Regulation S-K intended to satisfy Rule 10b5-1(c) to sell up to 190,000 shares of our common stock between \$22.50 and \$29.95 subject to the terms and conditions of such arrangement.

Other than as disclosed above, during the three months ended September 30, 2024, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

## Item 6. Exhibits

### (a) Exhibits:

The following is a list of exhibits filed as part of this Form 10-Q. Where so indicated, exhibits, which were previously filed, are incorporated herein by reference (File No. 001-35770, unless otherwise indicated).

Exhibit Number	Description	Filed Herewithin	Incorporated by Reference			
			Form	File No.	Ex.	Filing Date
2.1	<a href="#">Arrangement Agreement, dated as of May 1, 2024, by and among the Company, Contango Mining Canada Inc., and HighGold Mining Inc.</a>		8-K	001-35770	10.1	05/06/2024
3.1	<a href="#">Certificate of Incorporation of Contango ORE, Inc.</a>		10/A2	000-54136	3.1	11/26/2010
3.2	<a href="#">Certificate of Amendment to Certificate of Incorporation of Contango ORE, Inc.</a>		8-K	001-35770	3.1	12/17/2020
3.3	<a href="#">Bylaws of Contango ORE, Inc.</a>		10/A2	000-54136	3.2	11/26/2010
3.4	<a href="#">Amendment No. 1 to the Bylaws of Contango ORE, Inc.</a>		8-K	001-35770	3.1	10/21/2021
4.1	<a href="#">Form of Certificate of Contango ORE, Inc. common stock.</a>		10-Q	001-35770	4.1	11/14/2013
4.2	<a href="#">Form of Convertible Debenture</a>		8-K	001-35770	4.1	04/09/2022
4.3	<a href="#">Form of Registration Rights Agreement dated as of December 23, 2022.</a>		8-K	001-35770	4.1	12/23/2022
4.4	<a href="#">Form of Registration Rights Agreement dated as of January 19, 2023.</a>		8-K	001-35770	4.1	01/19/2023
10.1	<a href="#">Amendment No. 8 to Credit and Guarantee Agreement, dated July 30, 2024, among CORE Alaska, LLC, Contango Ore, Inc., Contango Lucky Shot Alaska, LLC, Contango Minerals Alaska, LLC, Contango Mining Canada, Inc. and ING Capital LLC.</a>	X				
10.2	<a href="#">Amendment No. 9 to Credit and Guarantee Agreement, dated September 30, 2024, among CORE Alaska, LLC, Contango Ore, Inc., Contango Lucky Shot Alaska, LLC, Contango Minerals Alaska, LLC, Contango Mining Canada, Inc. and ING Capital LLC.</a>	X				
31.1	<a href="#">Certification of Principal Executive Officer pursuant to Rules 13a-14 and 15d-14.</a>	X				
31.2	<a href="#">Certification of Principal Financial Officer pursuant to Rules 13a-14 and 15d-14.</a>	X				
32.1	<a href="#">Certification of Principal Executive Officer pursuant to 18 U.S.C. 1350.</a>	X				
32.2	<a href="#">Certification of Principal Financial Officer pursuant to 18 U.S.C. 1350.</a>	X				
101	Financial statements from the Company's quarterly report on Form 10-Q for the three months ended September 30, 2024, formatted in Inline XBRL: (i) Condensed Consolidated Balance Sheets; (ii) Condensed Consolidated Statements of Operations; (iii) Condensed Consolidated Statements of Cash Flows; (iv) Condensed Consolidated Statements of Changes in Shareholders' Equity; and (v) Notes to Unaudited Condensed Consolidated Financial Statements.	X				
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).	X				

† Management contract or compensatory plan or agreement

**SIGNATURES**

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

**CONTANGO ORE, INC.**

Date: November 14, 2024

By: /s/ RICK VAN NIEUWENHUYSE  
Rick Van Nieuwenhuysse  
President and Chief Executive Officer  
(Principal Executive Officer)

Date: November 14, 2024

By: /s/ MIKE CLARK  
Mike Clark  
Chief Financial Officer  
(Principal Financial and Accounting Officer)

**AMENDMENT NO. 8 TO CREDIT AND GUARANTEE AGREEMENT**, dated as of July 30, 2024 (this “Amendment”), among **CORE ALASKA, LLC**, a Delaware limited liability company (the “Borrower”), **CONTANGO ORE, INC.**, a Delaware corporation (“Contango”), **CONTANGO LUCKY SHOT ALASKA, LLC** (f/k/a/ ALASKA GOLD TORRENT, LLC), an Alaska limited liability company (“CLSA”), **CONTANGO MINERALS ALASKA, LLC**, an Alaska limited liability company (“CMA”) and **CONTANGO MINING CANADA, INC.**, a British Columbia corporation (“CMC” and together with Contango, CLSA and CMA, the “Guarantors”) and **ING CAPITAL LLC**, in its capacity as administrative agent (the “Administrative Agent”) (with the consent of the Required Lenders (as defined below in the Credit Agreement referred to below)).

### RECITALS:

**WHEREAS**, the Borrower has entered into that certain Credit and Guarantee Agreement, dated as of May 17, 2023, with the Administrative Agent, the Collateral Agent, the lenders (the “Lenders”) party thereto from time to time, the Guarantors, ING Capital LLC and Macquarie Bank Limited, as Mandated Lead Arrangers and ING Capital LLC, as Bookrunner (as amended pursuant to Amendment No. 1 dated as of July 17, 2023, Amendment No. 2 dated as of August 15, 2023, Amendment No. 3 dated as of December 31, 2023, Amendment No. 4 dated as of January 31, 2024, Amendment No. 5 dated as of February 16, 2024, Amendment No. 6 dated as of April 30, 2024 and Amendment No. 7 dated as of June 28, 2024 (the “Existing Credit Agreement”), as amended hereby and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, pursuant to Section 10.02(b) (*Amendments, etc.*) of the Credit Agreement, no amendment or waiver of any provision of the Credit Agreement, and no consent to any departure by any Loan Party therefrom, shall be effective unless in writing executed by each Loan Party and the Administrative Agent with the consent of the Required Lenders; and

**WHEREAS**, the Borrower hereby requests the Required Lenders to amend the Existing Credit Agreement to modify the definition of “Required Commercial Operation Date” set forth in Section 1.01 (*Defined Terms*) of the Existing Credit Agreement.

**NOW, THEREFORE**, in consideration of the premises and agreements, and provisions herein contained, the parties hereto agree as follows:

**SECTION 1. Certain Defined Terms.** Unless otherwise defined herein, all capitalized terms used herein (including the recitals hereto) shall have the respective meanings defined in the Credit Agreement. The rules of interpretation contained in Section 1.02 (*Terms Generally*) of the Credit Agreement are hereby incorporated by reference herein *mutatis mutandis* as if fully set forth herein.

**SECTION 2. Amendment.** With effect as of the Effective Date (as defined below), subject to the terms and conditions set forth herein, the Required Lenders hereby agree to amend the Existing Credit Agreement by amending and restating the definition of “Required Commercial Operation Date” in the Existing Credit Agreement in its entirety as follows:

““***Required Commercial Operation Date***” means October 31, 2024.”

SECTION 3. Representations and Warranties. Each of the Borrower and the Guarantors hereby represents and warrants on the date hereof and on the Effective Date (as defined below):

(a) each Loan Party (i) has been duly incorporated or formed and is validly existing under the laws of its incorporation or formation, as applicable (ii) is duly qualified, registered or licensed in all jurisdictions where its ownership, lease or operation of its properties or the nature of its business makes such qualification, registration or licensing necessary or where failure to be in such standing or so qualified, registered or licensed would not reasonably be expected to have a Material Adverse Effect, (iii) has all requisite corporate capacity, power and authority to own, hold under license or lease its properties, and to carry on its business as now conducted and as proposed to be conducted in all material respects, and (iv) has all necessary organizational capacity to enter into, and carry out the transactions contemplated by, this Amendment and the other Loan Documents to which it is a party;

(b) the execution, delivery and performance by each Loan Party of this Amendment and all necessary action, corporate or otherwise, has been taken to authorize the execution, delivery and performance by such Loan Party of this Amendment;

(c) (i) each Loan Party has duly executed and delivered this Amendment and (ii) this Amendment will constitute a legal, valid and binding obligation of such Loan Party, enforceable against it in accordance with its terms, except to the extent that the enforceability thereof may be limited by (A) applicable bankruptcy, insolvency, moratorium, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and (B) the fact that the courts may deny the granting or enforcement of equitable remedies;

(d) the execution, delivery and performance by each Loan Party of this Amendment, and the consummation of the transactions contemplated herein, do not and will not conflict with, result in any breach or violation of, or constitute a default under, (i) the terms, conditions or provisions of, the charter or Constituent Documents or bylaws of, partnership agreements or declaration relating thereto, such Loan Party, (ii) any law, regulation, judgment, decree or order binding on or applicable to such Loan Party (including Regulation X of the Board of Governors of the Federal Reserve System) or any order, writ, judgment, injunction, decree, determination or award applicable to or binding on or affecting such Loan Party or any of its properties, or (iii) any material agreement binding on or affecting such Loan Party, or (iv) other than as contemplated by the Loan Documents, result in, or require the creation or imposition of any Liens on any property or assets of any Loan Party;

(e) no Governmental Authorization and no consent, notice or other similar action of, to, or by, or filing with, any Governmental Authority or any other third party is required for the due execution, delivery, recordation, filing or performance by any Loan Party of this Amendment, except for the authorizations, approvals, actions, notices and filings, which have been duly obtained, taken, given or made and are in full force and effect and are final and non-appealable; and

(f) no Default of Event or Default has occurred and is continuing.

SECTION 4. Conditions Precedent to the Effective Date. This Amendment shall become effective upon the date (the “Effective Date”) on which the following conditions have been met:

(a) the Administrative Agent shall have received counterparts hereof duly executed and delivered by the Parties; and

(b) each representation and warranty set forth in Section 3 (*Representations and Warranties*) above is true, correct and complete in all material respects.

SECTION 5. Loan Document; Ratification of Credit Agreement; Etc.

(a) This Amendment shall be deemed a Loan Document under the Credit Agreement and the other Loan Documents.

(b) The Credit Agreement is, and shall continue to be, in full force and effect and is hereby in all respects ratified and confirmed. Without limiting the generality of the forgoing, the parties hereto hereby acknowledge and agree that: (i) notwithstanding the effectiveness of this Amendment, each Loan Document to which such party is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, and (ii) the Loan Documents to which such Party is a party and all of the Collateral described therein do, and shall continue to, secure the payment of all of the Obligations.

(c) The execution, delivery, and effectiveness of this Amendment shall not (i) operate as a waiver of any right, power, or remedy of any Secured Party under any of the Loan Documents, nor, except as expressly set forth herein, constitute a waiver of any provision of any of the Loan Documents, or (ii) prejudice any other right, power, or remedy that the Secured Parties now have or may have in the future under or in connection with the Credit Agreement or the other Loan Documents.

(d) Notwithstanding anything contained herein, the consent specified in this Amendment (i) is limited as specified and related solely to the matters contemplated hereby in the manner and to the extent described herein, (ii) shall not be effective for any other purpose or transaction and (iii) does not constitute a basis for any subsequent amendment, modification, waiver or consent in respect of the terms and conditions of the Loan Documents.

(e) The Loan Parties hereby confirm that each of the Collateral Documents to which such Loan Party is a party remains in full force and effect and is hereby ratified and confirmed and reaffirm the grants of security interest in each of the Collateral Documents to which such Loan Party is a party.

(f) The Required Lenders party hereto hereby direct and instruct the Administrative Agent to execute and deliver this Amendment and to perform its obligations hereunder.

SECTION 6. Headings. The headings contained herein are for convenience of reference only and do not constitute part of this Amendment.

SECTION 7. Successors and Assigns. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted pursuant to the Loan Documents.

SECTION 8. Counterparts; Entire Agreement. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when executed and delivered, shall be effective for purposes of binding the parties hereto, but all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic transmission (i.e., a “pdf” or “tif”), including email, shall be effective as delivery of a manually executed counterpart of this Amendment. The words “execution,” “signed,” “signature,” and words of like import shall be deemed to include electronic signatures 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 or the use of a paper-based recordkeeping system, as the case may be. This Amendment constitutes the entire agreement and understanding of the parties hereto relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, of the parties hereto relating to the subject matter hereof.

SECTION 9. Incorporation by Reference. The provisions of Sections 10.07 (*Severability*), 10.09 (*Governing Law; Jurisdiction; etc.*) and 10.10 (*Waiver of Jury Trial*) of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*, and shall apply as if fully set forth herein.

[Signature page follows.]

**IN WITNESS WHEREOF**, each of the undersigned has caused its duly authorized officer(s) to execute and deliver this Agreement as of the date first written above.

**CORE ALASKA, LLC,**  
as Borrower

By:

/s/ Rick Van Nieuwenhuys  
Name: Rick Van Nieuwenhuys  
Title: President and Chief Executive Officer

**CONTANGO ORE, INC.,**  
as Guarantor

By:

/s/ Rick Van Nieuwenhuys  
Name: Rick Van Nieuwenhuys  
Title: President and Chief Executive Officer

**CONTANGO LUCKY SHOT ALASKA, LLC,**  
as Guarantor

By:

/s/ Rick Van Nieuwenhuys  
Name: Rick Van Nieuwenhuys  
Title: President and Chief Executive Officer

**CONTANGO MINERALS ALASKA, LLC,**  
as Guarantor

By:

/s/ Rick Van Nieuwenhuys  
Name: Rick Van Nieuwenhuys  
Title: President and Chief Executive Officer

**CONTANGO MINING CANADA INC.,**  
as Guarantor

By:

/s/ Rick Van Nieuwenhuys  
Name: Rick Van Nieuwenhuys  
Title: Chief Executive Officer

**ING CAPITAL LLC,**  
as Administrative Agent

By:

/s/ Remko van de Water

Name: Remko van de Water

Title: Managing Director

By:

/s/ Brian Gorski

Name: Brian Gorski

Title: Director

**AMENDMENT NO. 9 TO CREDIT AND GUARANTEE AGREEMENT**, dated as of September 30, 2024 (this “Amendment”), among **CORE ALASKA, LLC**, a Delaware limited liability company (the “Borrower”), **CONTANGO ORE, INC.**, a Delaware corporation (“Contango”), **CONTANGO LUCKY SHOT ALASKA, LLC** (f/k/a **ALASKA GOLD TORRENT, LLC**), an Alaska limited liability company (“CLSA”), **CONTANGO MINERALS ALASKA, LLC**, an Alaska limited liability company (“CMA”) and **CONTANGO MINING CANADA, INC.**, a British Columbia corporation (“CMC” and together with Contango, CLSA and CMA, the “Guarantors”) and **ING CAPITAL LLC**, in its capacity as administrative agent (the “Administrative Agent”) (with the consent of the Required Lenders (as defined below in the Credit Agreement referred to below)).

**RECITALS:**

**WHEREAS**, the Borrower has entered into that certain Credit and Guarantee Agreement, dated as of May 17, 2023, with the Administrative Agent, the Collateral Agent, the lenders (the “Lenders”) party thereto from time to time, the Guarantors, ING Capital LLC and Macquarie Bank Limited, as Mandated Lead Arrangers and ING Capital LLC, as Bookrunner (as amended pursuant to Amendment No. 1 dated as of July 17, 2023, Amendment No. 2 dated as of August 15, 2023, Amendment No. 3 dated as of December 31, 2023, Amendment No. 4 dated as of January 31, 2024, Amendment No. 5 dated as of February 16, 2024, Amendment No. 6 dated as of April 30, 2024, Amendment No. 7 dated as of June 28, 2024 and Amendment No. 8 dated as of July 30, 2024 (the “Existing Credit Agreement”, as amended hereby and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, pursuant to Section 10.02(b) (*Amendments, etc.*) of the Credit Agreement, no amendment or waiver of any provision of the Credit Agreement, and no consent to any departure by any Loan Party therefrom, shall be effective unless in writing executed by each Loan Party and the Required Lenders, and acknowledged by the Administrative Agent, or by each Loan Party and the Administrative Agent with the consent of the Required Lenders; and

**WHEREAS**, Contango hereby requests the Required Lenders to amend the Existing Credit Agreement to modify the minimum Projected Debt Service Coverage Ratio set forth in Section 5.22(b) (*Financial Covenants*) of the Existing Credit Agreement.

**NOW, THEREFORE**, in consideration of the premises and agreements, and provisions herein contained, the parties hereto agree as follows:

**SECTION 1. Certain Defined Terms.** Unless otherwise defined herein, all capitalized terms used herein (including the recitals hereto) shall have the respective meanings defined in the Credit Agreement. The rules of interpretation contained in Section 1.02 (*Terms Generally*) of the Credit Agreement are hereby incorporated by reference herein *mutatis mutandis* as if fully set forth herein.

**SECTION 2. Amendment.** With effect as of the Effective Date (as defined below), subject to the terms and conditions set forth herein, the Required Lenders hereby agree to

amend the Existing Credit Agreement by amending and restating Section 5.22(b) (*Financial Covenants*) of the Existing Credit Agreement in its entirety as follows:

“(b) (i) on each Calculation Date from the date of this Agreement until and including December 31, 2024, the average Projected Debt Service Coverage Ratio (calculated as the average of the Projected Debt Service Coverage Ratio on all Calculation Dates until the Maturity Date pursuant to the most recently delivered Base Case Financial Model) is not less than 1.30:1 and (ii) on each Calculation Date commencing March 31, 2025 until the Maturity Date, the Projected Debt Service Coverage Ratio is not less than 1.30:1;”

SECTION 3. Representations and Warranties. Each of the Borrower and the Guarantors hereby represents and warrants on the date hereof and on the Effective Date (as defined below):

(a) each Loan Party (i) has been duly incorporated or formed and is validly existing under the laws of its incorporation or formation, as applicable (ii) is duly qualified, registered or licensed in all jurisdictions where its ownership, lease or operation of its properties or the nature of its business makes such qualification, registration or licensing necessary or where failure to be in such standing or so qualified, registered or licensed would not reasonably be expected to have a Material Adverse Effect, (iii) has all requisite corporate capacity, power and authority to own, hold under license or lease its properties, and to carry on its business as now conducted and as proposed to be conducted in all material respects, and (iv) has all necessary organizational capacity to enter into, and carry out the transactions contemplated by, this Amendment, the Letter of Intent, the Acquisition Agreement and the other Loan Documents to which it is a party;

(b) the execution, delivery and performance by each Loan Party of this Amendment and all necessary action, corporate or otherwise, has been taken to authorize the execution, delivery and performance by such Loan Party of this Amendment;

(c) (i) each Loan Party has duly executed and delivered this Amendment and (ii) this Amendment will constitute a legal, valid and binding obligation of such Loan Party, enforceable against it in accordance with its terms, except to the extent that the enforceability thereof may be limited by (A) applicable bankruptcy, insolvency, moratorium, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and (B) the fact that the courts may deny the granting or enforcement of equitable remedies;

(d) the execution, delivery and performance by each Loan Party of this Amendment, and the consummation of the transactions contemplated herein, do not and will not conflict with, result in any breach or violation of, or constitute a default under, (i) the terms, conditions or provisions of, the charter or Constituent Documents or bylaws of, partnership agreements or declaration relating thereto, such Loan Party, (ii) any law, regulation, judgment, decree or order binding on or applicable to such Loan Party (including Regulation X of the Board of Governors of the Federal Reserve System) or any order, writ, judgment, injunction, decree, determination or award applicable to or binding on or affecting such Loan Party or any of its properties, or (iii) any material agreement binding on or affecting such Loan Party, or (iv) other

than as contemplated by the Loan Documents, result in, or require the creation or imposition of any Liens on any property or assets of any Loan Party;

(e) no Governmental Authorization and no consent, notice or other similar action of, to, or by, or filing with, any Governmental Authority or any other third party is required for the due execution, delivery, recordation, filing or performance by any Loan Party of this Amendment, except for the authorizations, approvals, actions, notices and filings, which have been duly obtained, taken, given or made and are in full force and effect and are final and non-appealable; and

(f) no Default of Event or Default has occurred and is continuing.

SECTION 4. Conditions Precedent to the Effective Date. This Amendment shall become effective upon the date (the “Effective Date”) on which the following conditions have been met:

(a) the Administrative Agent shall have received counterparts hereof duly executed and delivered by the Parties; and

(b) upon giving effect to this Amendment, each representation and warranty set forth in Section 3 (*Representations and Warranties*) above is true, correct and complete in all material respects.

SECTION 5. Loan Document; Ratification of Credit Agreement; Etc.

(a) This Amendment shall be deemed a Loan Document under the Credit Agreement and the other Loan Documents.

(b) The Credit Agreement is, and shall continue to be, in full force and effect and is hereby in all respects ratified and confirmed. Without limiting the generality of the forgoing, the parties hereto hereby acknowledge and agree that: (i) notwithstanding the effectiveness of this Amendment, each Loan Document to which such party is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, and (ii) the Loan Documents to which such Party is a party and all of the Collateral described therein do, and shall continue to, secure the payment of all of the Obligations.

(c) The execution, delivery, and effectiveness of this Amendment shall not (i) operate as a waiver of any right, power, or remedy of any Secured Party under any of the Loan Documents, nor, except as expressly set forth herein, constitute a waiver of any provision of any of the Loan Documents, or (ii) prejudice any other right, power, or remedy that the Secured Parties now have or may have in the future under or in connection with the Credit Agreement or the other Loan Documents.

(d) Notwithstanding anything contained herein, the consent specified in this Amendment (i) is limited as specified and related solely to the matters contemplated hereby in the manner and to the extent described herein, (ii) shall not be effective for any other purpose or transaction and (iii) does not constitute a basis for any subsequent amendment, modification, waiver or consent in respect of the terms and conditions of the Loan Documents.

(e) The Loan Parties hereby confirm that each of the Collateral Documents to which such Loan Party is a party remains in full force and effect and is hereby ratified and confirmed and reaffirm the grants of security interest in each of the Collateral Documents to which such Loan Party is a party.

(f) The Required Lenders party hereto hereby direct and instruct the Administrative Agent to execute and deliver this Amendment and to perform its obligations hereunder.

SECTION 6. Headings. The headings contained herein are for convenience of reference only and do not constitute part of this Amendment .

SECTION 7. Successors and Assigns. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted pursuant to the Loan Documents.

SECTION 8. Counterparts; Entire Agreement. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when executed and delivered, shall be effective for purposes of binding the parties hereto, but all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic transmission (i.e., a “pdf” or “tif”), including email, shall be effective as delivery of a manually executed counterpart of this Amendment. The words “execution,” “signed,” “signature,” and words of like import shall be deemed to include electronic signatures 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 or the use of a paper-based recordkeeping system, as the case may be. This Amendment constitutes the entire agreement and understanding of the parties hereto relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, of the parties hereto relating to the subject matter hereof.

SECTION 9. Incorporation by Reference. The provisions of Sections 10.07 (*Severability*), 10.09 (*Governing Law; Jurisdiction; etc.*) and 10.10 (*Waiver of Jury Trial*) of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*, and shall apply as if fully set forth herein.

[Signature page follows.]

**IN WITNESS WHEREOF**, each of the undersigned has caused its duly authorized officer(s) to execute and deliver this Amendment as of the date first written above.

**CORE ALASKA, LLC,**  
as Borrower

By:

/s/ Rick Van Nieuwenhuyse  
Name: Rick Van Nieuwenhuyse  
Title: President and Chief Executive Officer

**CONTANGO ORE, INC.,**  
as Guarantor

By:

/s/ Rick Van Nieuwenhuyse  
Name: Rick Van Nieuwenhuyse  
Title: President and Chief Executive Officer

**CONTANGO LUCKY SHOT ALASKA, LLC,**  
as Guarantor

By:

/s/ Rick Van Nieuwenhuyse  
Name: Rick Van Nieuwenhuyse  
Title: President and Chief Executive Officer

**CONTANGO MINERALS ALASKA, LLC,**  
as Guarantor

By:

/s/ Rick Van Nieuwenhuyse  
Name: Rick Van Nieuwenhuyse  
Title: President and Chief Executive Officer

**CONTANGO MINING CANADA INC.,**  
as Guarantor

By:

/s/ Rick Van Nieuwenhuyse  
Name: Rick Van Nieuwenhuyse  
Title: Chief Executive Officer

**ING CAPITAL LLC,**  
as Administrative Agent

By:

/s/ Remko van de Water

Name: Remko van de Water

Title: Managing Director

By:

/s/ Brian Gorski

Name: Brian Gorski

Title: Director

CONTANGO ORE, INC.

**Certification Required by Rules 13a-14 and 15d-14 of the Securities Exchange Act of 1934**

I, Rick Van Nieuwenhuysse, President, Chief Executive Officer, and Director of Contango ORE, Inc.(the “Company”), certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of the Company;
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 Company as of, and for, the periods presented in this report;
4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under my supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under my 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 Company’s disclosure controls and procedures and presented in this report my 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 Company’s internal control over financial reporting that occurred during the Company’s most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting; and
5. I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the Company’s auditors and the audit committee of the Company’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 Company’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 Company’s internal control over financial reporting.

Date: November 14, 2024

/s/ RICK VAN NIEUWENHUYSE

Rick Van Nieuwenhuysse  
President, Chief Executive Officer, and Director

CONTANGO ORE, INC.

**Certification Required by Rules 13a-14 and 15d-14 of the Securities Exchange Act of 1934**

I, Mike Clark, Chief Financial Officer of Contango ORE, Inc. (the “Company”), certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of the Company;
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 Company as of, and for, the periods presented in this report;
4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under my supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under my 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 Company’s disclosure controls and procedures and presented in this report my 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 Company’s internal control over financial reporting that occurred during the Company’s most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting; and
5. I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the Company’s auditors and the audit committee of the Company’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 Company’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 Company’s internal control over financial reporting.

Date: November 14, 2024

/s/ MIKE CLARK

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Mike Clark  
Chief Financial Officer

**CONTANGO ORE, INC.**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Contango ORE, Inc. (the “Company”) on Form 10-Q for the period ending September 30, 2024 (the “Report”), as filed with the Securities and Exchange Commission on the date hereof, I, Rick Van Nieuwenhuysse, President, Chief Executive Officer, and Director of the Company, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Dated: November 14, 2024

/s/ RICK VAN NIEUWENHUYSE

Rick Van Nieuwenhuysse  
President, Chief Executive Officer, and Director

**CONTANGO ORE, INC.**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Contango ORE, Inc. (the “Company”) on Form 10-Q for the period ending September 30, 2024 (the “Report”), as filed with the Securities and Exchange Commission on the date hereof, I, Mike Clark, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Dated: November 14, 2024

/s/ MIKE CLARK

Mike Clark  
Chief Financial Officer