

**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 March 31, 2025

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 May 14, 2025 was 12,553,488.

CONTANGO ORE, INC.

TABLE OF CONTENTS

	<u>Page</u>	
PART I – FINANCIAL INFORMATION		
Item 1.	<u>Financial Statements (Unaudited)</u>	
	<u>Condensed Consolidated Balance Sheets as of March 31, 2025 and December 31, 2024</u>	<u>3</u>
	<u>Condensed Consolidated Statements of Operations for the Three Months Ended March 31, 2025 and 2024</u>	<u>4</u>
	<u>Condensed Consolidated Statements of Cash Flows for the Three Months Ended March 31, 2025 and 2024</u>	<u>5</u>
	<u>Condensed Consolidated Statement of Stockholders' Equity (Deficit) for the Three Months Ended March 31, 2025 and 2024</u>	<u>6</u>
	<u>Notes to Unaudited Condensed Consolidated Financial Statements</u>	<u>7</u>
Item 2.	<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>25</u>
Item 3.	<u>Quantitative and Qualitative Disclosures about Market Risk</u>	<u>30</u>
Item 4.	<u>Controls and Procedures</u>	<u>30</u>
<u>PART II – OTHER INFORMATION</u>		
Item 1.	<u>Legal Proceedings</u>	<u>30</u>
Item 1A.	<u>Risk Factors</u>	<u>31</u>
Item 2.	<u>Unregistered Sales of Equity Securities and Use of Proceeds</u>	<u>31</u>
Item 4.	<u>Mine Safety Disclosures</u>	<u>31</u>
Item 5.	<u>Other Information</u>	<u>32</u>
Item 6.	<u>Exhibits</u>	<u>33</u>

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>March 31, 2025</u>	<u>December 31, 2024</u>
ASSETS		
CURRENT ASSETS:		
Cash	\$ 34,976,963	\$ 20,058,477
Restricted cash	236,852	257,045
Prepaid expenses and other	1,194,001	1,114,522
Income taxes receivable	649,125	649,125
Total current assets	37,056,941	22,079,169
LONG-TERM ASSETS:		
Investment in Peak Gold, LLC	58,843,656	60,523,622
Property & equipment, net	50,524,348	50,577,097
Marketable securities	939,060	712,375
Total long-term assets	110,307,064	111,813,094
TOTAL ASSETS	\$ 147,364,005	\$ 133,892,263
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
CURRENT LIABILITIES:		
Accounts payable	\$ 8,918,438	\$ 418,836
Accrued liabilities	1,882,868	2,803,598
Advance royalty reimbursement	855,063	855,548
Derivative contract liability	54,641,009	29,076,582
Debt, current portion	24,700,000	42,600,000
Total current liabilities	90,997,378	75,754,564
NON-CURRENT LIABILITIES:		
Advance royalty reimbursement	104,449	217,086
Asset retirement obligations	255,769	255,769
Contingent consideration liability	1,100,480	1,100,480
Derivative contract liability	43,526,754	28,615,525
Debt non-current portion, net	31,351,920	26,369,199
Deferred tax liability	530,676	306,995
Total non-current liabilities	76,870,048	56,865,054
TOTAL LIABILITIES	167,867,426	132,619,618
COMMITMENTS AND CONTINGENCIES (NOTE 11)		
STOCKHOLDERS' EQUITY/(DEFICIT):		
Preferred Stock, 15,000,000 shares authorized	—	—
Common Stock, \$0.01 par value, 45,000,000 shares authorized; 12,541,962 shares issued and 12,539,482 shares outstanding as of March 31, 2025; 12,230,959 shares issued and 12,228,479 shares outstanding as of December 31, 2024	125,418	122,308
Additional paid-in capital	179,039,931	178,270,782
Treasury stock at cost (2,480 at March 31, 2025; and 2,480 shares at December 31, 2024)	(48,308)	(48,308)
Accumulated deficit	(199,620,462)	(177,072,137)
TOTAL STOCKHOLDERS' EQUITY/(DEFICIT)	(20,503,421)	1,272,645
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY/(DEFICIT)	\$ 147,364,005	\$ 133,892,263

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

CONTANGO ORE, INC.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

	Three Months Ended March 31,	
	2025	2024
EXPENSES:		
Claim rental expense	\$ (108,839)	\$ (128,117)
Exploration expense	(460,003)	(86,644)
Depreciation expense	(33,622)	(26,996)
Accretion expense	—	(3,140)
General and administrative expense	(2,448,066)	(2,467,995)
Total expenses	(3,050,530)	(2,712,892)
Income/(loss) from equity investment in Peak Gold, LLC	22,320,034	(140,253)
Total income/(loss) from operations	19,269,504	(2,853,145)
OTHER INCOME/(EXPENSE):		
Interest and other income	231,940	12,050
Interest and finance expense	(2,747,712)	(2,030,814)
Loss on derivative contracts	(40,475,656)	(15,625,330)
Gain on metal sales	1,170,820	—
Unrealized gain on marketable securities	226,460	—
Total other income/(expense)	(41,594,148)	(17,644,094)
Loss before income taxes	(22,324,644)	(20,497,239)
Income tax expense	(223,681)	—
NET LOSS	\$ (22,548,325)	\$ (20,497,239)
LOSS PER SHARE		
Basic and diluted	\$ (1.88)	\$ (2.14)
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING		
Basic and diluted	12,020,108	9,587,113

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

CONTANGO ORE, INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Three Months Ended March 31,	
	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (22,548,325)	\$ (20,497,239)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Stock-based compensation	532,621	670,625
Depreciation expense	33,622	26,996
Accretion expense	—	3,140
Non-cash portion for lease expense	12,180	—
Equity (earnings) loss from investment in Peak Gold, LLC	(22,320,034)	140,253
Cash distribution from Peak Gold, LLC	24,000,000	—
Unrealized loss from derivative contracts	40,475,656	15,625,330
Unrealized (gain) from marketable securities	(226,460)	—
Interest expense paid in stock	99,995	99,998
Amortization of debt discount and debt issuance fees	882,721	547,594
Drawdown of Silver Royalty	(113,122)	—
Deferred tax expense	223,681	—
Changes in operating assets and liabilities:		
Decrease (increase) in prepaid expenses and other	(70,480)	(76,942)
Increase (decrease) in accounts payable and accrued liabilities	7,576,595	(954,052)
Increase in income taxes payable	—	—
Net cash provided by (used in) operating activities	<u>28,558,650</u>	<u>(4,414,297)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Cash invested in Peak Gold, LLC	—	(15,450,000)
Acquisition of property and equipment	—	(7,500)
Net cash used in investing activities	<u>—</u>	<u>(15,457,500)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Cash proceeds from debt	—	12,500,000
Principal repayments on debt	(13,800,000)	—
Cash proceeds from common stock and warrant issuance, net	798,922	221,341
Shares repurchased for tax withholdings on share-based awards	(659,279)	—
Debt issuance costs	—	(735,020)
Net cash provided by (used in) financing activities	<u>(13,660,357)</u>	<u>11,986,321</u>
NET CHANGE IN CASH AND RESTRICTED CASH	14,898,293	(7,885,476)
CASH AND RESTRICTED CASH, BEGINNING OF PERIOD	20,315,522	15,737,391
CASH AND RESTRICTED CASH, END OF PERIOD	<u>\$ 35,213,815</u>	<u>\$ 7,851,915</u>
Supplemental disclosure of cash flow information		
Cash paid for:		
Interest expense	<u>\$ 7,229,674</u>	<u>\$ 1,211,715</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				
Balance at December 31, 2024	12,230,959	\$ 122,308	\$ 178,270,782	\$ (48,308)	\$ (177,072,137)	\$ 1,272,645
Stock-based compensation	—	—	532,621	—	—	532,621
Restricted shares activity	285,700	2,857	(2,857)	—	—	—
Common stock issuance	76,703	767	820,745	—	—	821,512
Cost of common stock issuance	—	—	(22,590)	—	—	(22,590)
Shares repurchased for tax withholdings on share-based awards	(60,763)	(608)	(658,671)	—	—	(659,279)
Shares issued for convertible debt interest payment	9,363	94	99,901	—	—	99,995
Net loss for the period	—	—	—	—	(22,548,325)	(22,548,325)
Balance at March 31, 2025	<u>12,541,962</u>	<u>\$ 125,418</u>	<u>\$ 179,039,931</u>	<u>\$ (48,308)</u>	<u>\$ (199,620,462)</u>	<u>\$ (20,503,421)</u>

	Common Stock		Additional Paid-In Capital	Treasury Stock	Accumulated Deficit	Total Stockholders' Equity/(Deficit)
	Shares	Amount				
Balance at December 31, 2023	9,454,233	\$ 94,542	\$ 124,451,067	\$ (48,308)	\$ (139,041,846)	\$ (14,544,546)
Stock-based compensation	—	—	670,625	—	—	670,625
Restricted stock activity	144,500	1,445	(1,445)	—	—	—
Common stock issuance	11,022	110	227,488	—	—	227,598
Cost of common stock issuance	—	—	(6,257)	—	—	(6,257)
Stock issued for convertible note interest payment	6,329	63	99,935	—	—	99,998
Net loss for the period	—	—	—	—	(20,497,239)	(20,497,239)
Balance at March 31, 2024	<u>9,616,084</u>	<u>\$ 96,160</u>	<u>\$ 125,441,413</u>	<u>\$ (48,308)</u>	<u>\$ (159,539,085)</u>	<u>\$ (34,049,820)</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 is referred to herein 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 production of 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”), HighGold holds the Company’s 100% equity interest in J T 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 controls 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 (i) separately controls the mineral rights to approximately 11,711 acres of State of Alaska mining claims and upland mining leases for exploration, including (1) 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 (the “Amanita NE Property”), and (2) 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 (the “Golden Zone Property”); and (ii) leases for exploration the mineral rights to approximately 3,380 acres of State of Alaska mining claims, leasehold locations and an upland mining lease, 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 “Amanita Property” and together with the Amanita NE Property and the Golden Zone Property, collectively the “Avidian Properties”).

The Johnson Tract Project, Lucky Shot Property, Contango Minerals Properties and Avidian Properties 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-K for the year ended December 31, 2024. The results of operations for the three months ended March 31, 2025 are not necessarily indicative of the results that may be expected for the fiscal year ending December 31, 2025.

The Company has reclassified the presentation of the "Income/(loss) from equity investment in Peak Gold, LLC" in its Statement of Operations for the three months ended March 31, 2024. The "Income/(loss) from equity investment in Peak Gold, LLC" was previously presented in "Other Income/(Expense)" and is now presented within income/(loss) 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. As of March 31, 2025, the Company has a working capital deficit of \$53.9 million. There are no anticipated future cash calls going forward from the Peak Gold JV as the Peak Gold JV operates from the cash flows generated from its operations. The management committee of the Peak Gold JV (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. 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 March 31, 2025. As of March 31, 2025, the Company has funded \$78.6 million of the 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 from the Peak Gold JV \$40.5 million in cash distributions in 2024 and \$24 million in cash distributions during the first quarter of 2025, relating to production at Manh Choh. In total, the Company has received \$73.5 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 \$24.7 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 \$7.9 million in 2024 and \$13.8 million in January 2025. 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-K for the fiscal year ended December 31, 2024 for a summary of the Company's significant accounting policies, as there have been no changes to the Company's significant accounting policies since the time of that filing.

Recently issued accounting pronouncements

In December 2023, the Financial Accounting Standards Board issued Accounting Standards Update 2023-09 ("ASU 2023-09"), Income Taxes (Topic 740): Improvements to Income Tax Disclosures, requiring entities to disclose more detailed information about income tax expense (benefit), significant components of income tax expense (benefit), separate disclosure of income tax expense (benefit) for domestic and foreign jurisdictions and by major jurisdictions. The Company adopted ASU 2023-09 as of January 1, 2025, and the corresponding impacts will be reflected in the annual disclosures connected to income taxes.

The Company has implemented all new accounting pronouncements that are in effect and that may impact its financial statements and does not believe that there are any other new pronouncements that have been issued that might have a material impact on its financial position or results of operations.

Recently issued accounting pronouncements not yet effective

In November 2024, the Financial Accounting Standards Board issued Accounting Standards Update 2024-03 (“ASU 2024-03”), Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosure (Subtopic 220-40): update required disclosure of specified information about certain costs and expenses. ASU 2024-03 is effective for annual reporting periods beginning after December 15, 2026. The company has not early adopted this standard.

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 March 31, 2025 the Company has contributed approximately \$106.2 million to and 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 March 31, 2025:

	Investment in Peak Gold, LLC
Investment balance at December 31, 2023	\$ 28,064,405
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>
Distributions received from Peak Gold, LLC	(21,000,000)
Income from equity investment in Peak Gold, LLC	13,979,245
Investment balance at December 31, 2024	<u>\$ 60,523,622</u>
Distributions received from Peak Gold, LLC	(24,000,000)
Income from equity investment in Peak Gold, LLC	22,320,034
Investment balance at March 31, 2025	<u><u>\$ 58,843,656</u></u>

The following table presents the condensed unaudited results of operations for the Peak Gold JV for the three month periods ended March 31, 2025 and 2024 in accordance with US GAAP:

	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024
Revenue	\$ 168,229,394	\$ —
Cost of sales	(78,622,724)	—
Gross profit	89,606,670	—
Other expenses	(15,206,557)	(467,510)
Net Income/(Loss)	<u><u>\$ 74,400,113</u></u>	<u><u>\$ (467,510)</u></u>

The Company’s share of the Peak Gold JV’s results of operations for the three months ended March 31, 2025 was income of approximately \$22.3 million. The Company’s share in the results of operations for the three months ended March 31, 2024 was a loss of approximately \$0.1 million. 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 March 31, 2025 and March 31, 2024, the Company’s cumulative investment in the Peak Gold JV exceeded its cumulative losses which allowed the Company to recognize its investment of \$58.8 million and \$43.4 million, respectively.

6. Prepaid Expenses and other assets

The Company has prepaid expenses and other assets of \$1,194,001 and \$1,114,522 as of March 31, 2025 and December 31, 2024, 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 March 31,					
	2025			2024		
	Net Loss	Weighted Average Shares	Loss Per Share	Net Loss	Weighted Average Shares	Loss Per Share
Basic Net Loss per Share:						
Net loss attributable to common stock	<u>\$(22,548,325)</u>	<u>12,020,108</u>	<u>\$ (1.88)</u>	<u>\$(20,497,239)</u>	<u>9,587,113</u>	<u>\$ (2.14)</u>
Diluted Net Loss per Share:						
Net loss attributable to common stock	<u>\$(22,548,325)</u>	<u>12,020,108</u>	<u>\$ (1.88)</u>	<u>\$(20,497,239)</u>	<u>9,587,113</u>	<u>\$ (2.14)</u>

Warrants to purchase 726,375 shares of common stock of the Company were outstanding as of March 31, 2025, and 501,000 shares as of March 31, 2024. 439,210 restricted shares were unvested as of March 31, 2025. These warrants and unvested restricted shares were not included in the computation of diluted earnings per share for the three month periods ended March 31, 2025 and 2024 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 March 31, 2025, 12,539,482 shares of common stock were outstanding, including 439,210 shares of unvested restricted stock. As of March 31, 2025, warrants to purchase 726,375 shares of common stock of the Company were outstanding. No shares of preferred stock have been issued. The remaining shares of restricted stock outstanding will vest between August 2025 and March 2027.

ATM Program

On June 8, 2023, the Company entered into a Controlled Equity OfferingSM 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. Pursuant to the Sales Agreement, the Company sold 76,703 shares of common stock during the three-month period ended March 31, 2025 and 11,022 shares during the three-month period ended March 31, 2024 for net proceeds of approximately \$0.8 million and \$0.2 million, respectively. \$32.0 million of the Company's common stock remains available for sale under the ATM Program as of March 31, 2025.

Underwritten Offering

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.

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	March 31, 2025	December 31, 2024
Mineral properties	N/A - Units of Production	\$ 48,833,661	\$ 48,833,661
Land	Not Depreciated	87,737	87,737
Buildings and improvements	20 - 39	1,455,546	1,455,546
Machinery and equipment	3 - 10	441,563	420,171
Vehicles	5	135,862	136,037
Computer and office equipment	5	23,235	39,560
Furniture & fixtures	5	2,270	2,270
Right of use asset	2	86,952	86,952
Less: Accumulated depreciation and amortization		(420,342)	(362,701)
Less: Accumulated impairment		(122,136)	(122,136)
Property & Equipment, net		<u>\$ 50,524,348</u>	<u>\$ 50,577,097</u>

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 replaced 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 (619,139 shares as of March 31, 2025), (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 March 31, 2025, there were 439,210 shares of unvested restricted common stock outstanding under the Equity Plans. Stock-based compensation expense for the three months ended March 31, 2025 was \$0.5 million. Stock-based compensation expense for the three months ended March 31, 2024 was \$0.7 million. 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 during the three months ended March 31, 2025 and March 31, 2024 was \$2.9 million and \$2.3 million, respectively.

As of March 31, 2025, there were 439,210 shares of such restricted stock that remained unvested and the total compensation cost related to nonvested restricted share awards not yet recognized was \$4,151,321. 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 March 31, 2025 and December 31, 2024:

	Number of restricted shares unvested
Balance - January 1, 2025	436,863
Restricted shares granted	285,700
Restricted shares vested	<u>(283,353)</u>
Balance - March 31, 2025	<u>439,210</u>
Balance - January 1, 2024	433,528
Restricted shares granted	159,150
Restricted shares vested	<u>(155,815)</u>
Balance - December 31, 2024	<u>436,863</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-K for the year ended December 31, 2024. 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 three month period ended March 31, 2025 or for the three month period ended March, 2024. As of March 31, 2025, the total unrecognized compensation cost related to nonvested stock options was zero. As of March 31, 2025, there are no stock options outstanding.

A summary of the status of stock options granted under the Equity Plans as of March 31, 2025 and changes during the three months then ended, is presented in the table below:

	Three months ended March 31, 2025	
	Shares Under Options	Weighted Average Exercise Price
Outstanding as of December 31, 2024	100,000	\$ 14.50
Granted	—	
Exercised	—	
Expired	(100,000)	\$ 14.50
Forfeited	—	
Outstanding at the end of the period	<u>—</u>	<u>\$ —</u>
Aggregate intrinsic value	\$ —	
Exercisable, end of the period	—	
Aggregate intrinsic value	\$ —	
Available for grant, end of period	619,139	
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 continued 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, Golden Zone, Amanita, Amanita NE and Lucky Shot claims are all located on State of Alaska lands. The Company released its Bush and West Fork claims in November 2020. 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 2024-2025 assessment year totaled \$436,258. The Company paid the current year claim rentals in November 2024. The associated rental expense is amortized over the rental claim period, September 1 through August 31 of each year. As of December 31, 2023, the Peak Gold JV had met the annual labor requirements for the Manh Choh Project 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 to 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 to 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. See Note 15 - Fair Value Measurement.

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. The Company has recognized \$113,122 into income as of March 31, 2025.

CIRI Lease Agreement. J T 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 J T 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. J T Mining Inc. entered into an exploration agreement effective July 1, 2023 with CIRI and on each anniversary of the effective date thereafter during the four 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 Avidian Alaska is currently in good compliance with such royalty payment obligations.

Retention Agreements. The Company has entered into retention agreements with its Chairman and former Chief Executive Officer, Brad Juneau, providing for a payment upon a change of control (as defined in the applicable retention agreement, as amended), provided that the recipient is in the service of the Company when the change of control occurs. Mr. Juneau will receive a payment of \$1,000,000 upon a change of control that takes place prior to August 6, 2025.

Employment Agreements. Mr. Clark serves as the Company's Chief Financing Officer and Secretary and is responsible for performing the functions of the Company's principal financial officer. Pursuant to his employment agreement (the "CFO Employment Agreement"), Mr. Clark receives a base salary of \$300,000 per annum and is entitled to receive short-term incentive plan and long-term incentive plan bonuses and awards that can 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 a termination, and reimbursement for continued group health insurance coverage for 12 months following a 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 CFO 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 (18 months of base salary and bonus amounts or 24 months of base salary and bonus amounts if the change of control is after July 1, 2025). Any payment of severance benefits to him under the CFO 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.

Rick Van Nieuwenhuysse serves as the Company's President & Chief Executive Officer and director. Pursuant to his employment agreement (the "CEO Employment Agreement"). Mr. Van Nieuwenhuysse receives a base salary of \$500,000 per annum and is entitled to receive short-term incentive plan and long-term incentive plan bonuses and awards that can 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 a termination, and reimbursement for continued group health insurance coverage for 12 months following a 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 CEO 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 CEO 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 150% of an officer's annual base salary, depending on what performance rating is achieved. Amounts due under the STIP can be partially settled in the form of restricted stock, subject to the terms of the 2023 Plan and discretion of the Compensation Committee.

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. On May 6, 2025, the plaintiff and the DOT agreed to dismiss without prejudice the only remaining claim for relief alleged in the Complaint. All claims in the matter were dismissed and the trial, which was set for August 11, 2025, and all pretrial deadlines were vacated by the Court.

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. The Peak Gold JV 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 opposed. On October 10, 2024, the Court granted intervention to the Peak Gold JV. On October 18, 2024, the Peak Gold JV joined the partial motion to dismiss that the Corps filed on August 23, 2024, which motion remains pending. On March 19, 2025, the Court entered an Order on Motion to Partially Dismiss, which Order dismissed three of the four claims asserted in the Complaint. On April 1, 2025, Dot Lake filed an Amended Complaint which seeks to reassert one of the claims that was dismissed without prejudice. On May 2, 2025, the Peak Gold JV moved to dismiss this reasserted claim, which motion remains pending.

12. Income Taxes

The Company recognized a full valuation allowance on its deferred tax asset as of March 31, 2025 and December 31, 2024 and has recognized \$223,681 and zero income tax expense for the three months ended March 31, 2025 and March 31, 2024, respectively. The effective tax rate was -1.0% and 0% for the three months ended March 31, 2025 and March 31, 2024, respectively. At each reporting period, the Company weighs all positive and negative evidence to determine whether the deferred tax assets are more likely than not to be realized. As a result of this analysis at March 31, 2025 and December 31, 2024, the Company provided a full valuation allowance against the deferred tax assets. As part of the HighGold acquisition, the Company measured and recorded a net deferred tax liability through acquisition accounting with an offsetting entry to the exploration and evaluation assets. The Company recognized a deferred tax liability of \$530,676 and \$306,995 on exploration and evaluation assets as of March 31, 2025 and December 31, 2024, respectively. The net deferred tax liability of \$530,676 includes an increase related to exploration costs for the quarter ended March 31, 2025. The Company reviews its tax positions quarterly for tax uncertainties. The Company did not have any uncertain tax positions as of March 31, 2025 or December 31, 2024.

13. Debt

The table below shows the components of Debt, net as of March 31, 2025 and December 31, 2024:

	March 31, 2025	December 31, 2024
<i>Secured Debt Facility</i>		
Principal amount	\$ 38,300,000	\$ 52,100,000
Unamortized debt discount	(758,524)	(1,188,535)
Unamortized debt issuance costs	(1,119,643)	(1,543,742)
Debt, net	\$ 36,421,833	\$ 49,367,723
<i>Convertible Debenture</i>		
Principal amount	\$ 20,000,000	\$ 20,000,000
Unamortized debt discount	(298,305)	(321,377)
Unamortized debt issuance costs	(71,608)	(77,147)
Debt, net	\$ 19,630,087	\$ 19,601,476
Total Debt, net	\$ 56,051,920	\$ 68,969,199
Less current portion	\$ 24,700,000	\$ 42,600,000
Debt non-current portion, net	\$ 31,351,920	\$ 26,369,199

Secured Credit Facility

On May 17, 2023, the Company entered into a credit and guarantee agreement (the "Credit Agreement"), by and among CORE Alaska as the borrower, each of the Company, LSA, and 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 \$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. As of March 31, 2025, the Company has drawn \$60 million on the term loan facility and has made \$21.7 million in principal repayments with a balance of \$38.3 million outstanding.

On February 18, 2025, the Company amended the Facility to defer \$10.6 million of principal repayments and delivery of 15,000 hedged gold ounces into the first half of 2027 (the "New Repayment Schedule") and extend the maturity date of the Facility from December 31, 2026 to June 30, 2027. 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. As a condition precedent to the second borrowing, the Company was required to enter into a series of hedging agreements with ING and Macquarie for the sale of an aggregate of 124,600 ounces of gold production from Manh Choh at a weighted average price of \$2,025 per ounce. The hedge agreements have delivery obligations beginning in July 2024 and ending in June 2027. The Company has delivered 37,861 ounces of gold into the hedging agreements as of March 31, 2025, resulting in a remaining balance of the hedge agreements is 86,739 ounces. In addition, during the first quarter of 2025, the Company sold all gold at spot price to the lenders and simultaneously locked in a forward price to re-purchase from the lenders on 11,939 ounces of gold related to the April 30, 2025 hedge maturity date (referred to as a "Carry Trade"). The result of the Carry Trade is recognizing a derivative asset of \$2,196,554, which offsets the derivative liability in the financial statements. The Carry Trade was settled on April 30, 2025 with a net payment of \$11.0 million from Contango in exchange for the reduction of 11,939 ounces of gold under the hedge agreement. As of April 30, 2025, the hedge agreement balance is 74,800 ounces. See Note 14 - Derivatives and Hedging Activities.

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.

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, 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 March 31, 2025, the Company had no unused borrowing commitments.

Borrowings under the Facility carried an original issue discount of \$2.3 million and debt issuance costs of approximately \$1.6 million. As of March 31, 2025, the unamortized discount and issuance costs were \$0.8 million and \$1.1 million, respectively, and the carrying amount, net of the unamortized discount and issuance costs was \$36.4 million. As of December 31, 2024, the unamortized discount and issuance costs were \$1.2 million and \$1.5 million, respectively and the carrying amount, net of the unamortized discount and issuance costs was \$49.4 million. The fair value of the debt (Level 2) as of March 31, 2025 and December 31, 2024 was \$38.3 million and \$52.1 million, respectively. The Company recognized interest expense totaling \$1.9 million related to this debt for the three months ended March 31, 2025 (inclusive of approximately \$1.1 million of contractual interest, and approximately \$0.8 million related to the amortization of the discount and issuance fees). The Company recognized interest expense totaling \$1.6 million related to this debt for the three months ended March 31, 2024 (inclusive of approximately \$1.1 million of contractual interest, and approximately \$0.5 million related to the amortization of the discount and issuance fees). The effective interest rate of the term loan facility was 10.24% as of March 31, 2025 and 11.06% as of December 31, 2024. As of March 31, 2025 and December 31, 2024, the effective interest rate for the amortization of the discount and issuance costs was 8.5% and 8.5%, 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 March 31, 2025, the Company was in compliance with or received a waiver or consent from ING and Macquarie on 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. The waiver in February 2025, extended out principal repayments on the Facility to align with expected cash flows from the Peak Gold JV.

As of March 31, 2025, the Company had drawn a total of \$60.0 million on the Facility. The Company made principal repayments totaling \$21.7 as of March 31, 2025. The Company is scheduled to repay \$24.7 million of principal in the next twelve months and the remaining \$13.6 million of principal on a quarterly basis through June 30, 2027.

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. During the quarter, the Company accrued \$293,538 as a PLA fee presented as part of interest and finance expense.

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 March 31, 2025 and December 31, 2024, the unamortized discount and issuance costs were \$0.4 million and \$0.4 million, respectively. The carrying amount of the debt at March 31, 2025 and December 31, 2024, net of the unamortized discount and issuance costs was \$19.6 million and \$19.6 million, respectively. The fair value of the Debenture (Level 2) as of March 31, 2025 and December 31, 2024 was \$20.0 million. The Company recognized interest expense totaling \$0.5 million related to this debt for the three months ended March 31, 2025 (inclusive of approximately \$0.5 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 \$0.5 million related to this debt for the three months ended March 31, 2024 (inclusive of approximately \$0.5 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 March 31, 2025 and December 31, 2024 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 March 31, 2025 and December 31, 2024 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 June 2027, 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 March 31, 2025, the Company had the following outstanding derivatives that were not designated as hedges in qualifying hedging relationships:

Period	Commodity	Volume	Weighted Average Price (\$/oz)
2025	Gold	43,739	\$ 2,025
2026	Gold	28,000	\$ 2,025
2027	Gold	15,000	\$ 1,933
		<u>86,739</u>	<u>\$ 2,009</u>

The volume outstanding as of March 31, 2025 of 86,739 includes 11,939 ounces of gold forward sold under Carry Trade contracts. See Note 13 - Debt.

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 March 31, 2025 and December 31, 2024.

Derivatives not designated as hedging instruments	Balance Sheet Location	As of March 31, 2025			As of December 31, 2024		
		Gross Recognized Assets / Liabilities	Gross Amounts Offset	Net Recognized Assets / Liabilities	Gross Recognized Assets / Liabilities	Gross Amounts Offset	Net Recognized Assets / Liabilities
Commodity Contracts	Derivative contract asset - current	\$ 2,196,554	\$ (2,196,554)	\$ —	\$ —	\$ —	\$ —
Commodity Contracts	Derivative contract liability - current	\$(56,837,563)	\$ 2,196,554	\$(54,641,009)	\$(29,076,582)	\$ —	\$(29,076,582)
Commodity Contracts	Derivative contract asset - noncurrent	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Commodity Contracts	Derivative contract liability - noncurrent	\$(43,526,754)	\$ —	\$(43,526,754)	\$(28,615,525)	\$ —	\$(28,615,525)

As of March 31, 2025, the fair value of derivatives in a net liability position related to these agreements was \$98,167,763, which includes the Carry Trade which offsets with the derivative liability. As of March 31, 2025, the Company has not posted any collateral related to these agreements.

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 months ended March 31, 2025 and 2024.

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	
		Three months ended	Three months ended
		March 31, 2025	March 31, 2024
Commodity Contracts	Unrealized loss on derivative contracts	\$ (40,475,656)	\$ (15,625,330)
Total		<u>\$ (40,475,656)</u>	<u>\$ (15,625,330)</u>

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 gain on metal sales for the three months ended March 31, 2025 was \$1.2 million, which was comprised of 5,444 ounces sold at spot price and 11,939 ounces delivered into the April 30, 2025 hedge contract using the Carry Trade. The Company did not have any gain or losses on metal sales for the comparative period in 2024. 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 March 31, 2025.

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 the share-based portion of the contingent consideration is measured on a recurring basis, and is driven by the probability of reaching the milestone payment thresholds. The cash portion of the contingent consideration related to that asset acquisition will be recorded when the contingency is resolved.

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

<u>As of March 31, 2025</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Financial Assets			
Marketable securities - noncurrent	\$ 939,060	\$ —	\$ —
Financial Liabilities			
Derivative Liability - current	\$ —	\$ 54,641,009	\$ —
Derivative Liability - noncurrent	\$ —	\$ 43,526,754	\$ —
Contingent consideration liability - noncurrent	\$ —	\$ —	\$ 1,100,480
<u>As of December 31, 2024</u>			
Financial Assets			
Marketable securities - noncurrent	\$ 712,375	\$ —	\$ —
Financial Liabilities			
Derivative Liability - current	\$ —	\$ 29,076,582	\$ —
Derivative Liability - noncurrent	\$ —	\$ 28,615,525	\$ —
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, 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. 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 months ended March 31, 2025 and 2024.

	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024
General and administrative expenses:		
Marketing and investor relations	\$ 110,303	\$ 80,995
Office and administrative costs	149,141	62,543
Insurance	268,131	323,166
Professional fees	507,787	418,808
Regulatory fees	89,930	107,893
Salaries and benefits	578,430	563,144
Stock-based compensation	532,621	670,625
Travel	26,723	90,821
Director fees	185,000	150,000
Total	<u>\$ 2,448,066</u>	<u>\$ 2,467,995</u>

18. Segments

The Company engages in exploration and development for gold ore and associated minerals in Alaska. The Company also holds a 30% membership interest in Peak Gold, JV which achieved production in 2024. The reportable segments are those operations whose operating results are regularly reviewed by the chief operating decision maker ("CODM") to make decisions about resources to be allocated and assess performance. The Company's CODM is the President and Chief Executive Officer and is responsible for the management of the Company. An operating segment is a component of an entity that engages in business activities, operating results are regularly reviewed with respect to resource allocation and for which discrete financial information is available. Inter-segment transactions are recorded at amounts that reflect normal third-party terms and conditions, with inter-segment profits eliminated from the cost base of the segment incurring the charge. In order to determine reportable operating segments, management reviewed various factors, including if the reportable segment's profit or loss exceeded 10% of the greater of the combined reported profit of all operating segments not reporting a loss or the combined reported loss of all operating segments not reporting a profit. In addition, the operating segments assets constitute greater than 10% of the combined assets of all the operating segments. The Company has identified two operating segments: (i) Peak Gold JV and (ii) Exploration. The Company's general corporate administration are included within "Corporate and other reconciling items" to reconcile the reportable segments to the consolidated financial statements. The Company's CODM reviews the results of the Company's exploration projects based on the expenditures associated with the exploration in the regions where the Company's mineral claims are located. The Peak Gold JV engages in business activities from which the Company recognizes operating income or loss. The CODM uses financial information of the Peak Gold JV, in his evaluation of the performance of the Peak Gold JV and can make decisions regarding resource allocations within the Company.

Three Months Ended March 31, 2025	Exploration	Peak Gold JV	Corporate and other reconciling items	Consolidated
EXPENSES:				
Claim rental expense	\$ (108,839)	\$ —	\$ —	\$ (108,839)
Exploration expense				
Johnson Tract	(238,050)	—	—	
Lucky Shot	(191,574)	—	—	
General exploration expenses	(30,379)	—	—	
Total exploration expense	(460,003)	—	—	(460,003)
Depreciation expense	(31,200)	—	(2,422)	(33,622)
General and administrative expense	(157,600)	—	(2,290,466)	(2,448,066)
Total expenses	(757,642)	—	(2,292,888)	(3,050,530)
Income/(loss) from equity investment in Peak Gold, LLC	—	22,320,034	—	22,320,034
Total income/(loss) from operations	(757,642)	22,320,034	(2,292,888)	19,269,504
OTHER INCOME/(EXPENSE):				
Interest income	—	—	231,940	231,940
Interest expense	—	—	(2,747,712)	(2,747,712)
Loss on derivative contracts	—	(40,475,656)	—	(40,475,656)
Gain on metal sales	—	1,170,820	—	1,170,820
Unrealized gain on marketable securities	—	—	226,460	226,460
Total other income/(expense)	-	(39,304,836)	(2,289,312)	(41,594,148)
LOSS BEFORE INCOME TAXES	\$ (757,642)	\$ (16,984,802)	\$ (4,582,200)	\$ (22,324,644)
Total Assets	49,581,481	58,843,656	38,938,868	147,364,005
Total Liabilities	(4,963,418)	(98,167,764)	(64,736,244)	(167,867,426)
Net Assets/(Deficit)	\$ 44,618,063	\$ (39,324,108)	\$ (25,797,376)	\$ (20,503,421)

Three Months Ended March 31, 2024	Exploration	Peak Gold JV	Corporate and other reconciling items	Consolidated
EXPENSES:				
Claim rental expense	\$ (128,117)	\$ —	\$ —	\$ (128,117)
Exploration expense				
Johnson Tract	—	—	—	
Lucky Shot	—	—	—	
General exploration expenses	(86,644)	—	—	
Total exploration expense	(86,644)	—	—	(86,644)
Depreciation expense	—	—	(26,996)	(26,996)
Accretion expense	—	—	(3,140)	(3,140)
General and administrative expense	—	—	(2,467,995)	(2,467,995)
Total expenses	(214,761)	—	(2,498,131)	(2,712,892)
Income/(loss) from equity investment in Peak Gold, LLC	—	(140,253)	—	(140,253)
Total income/(loss) from operations	(214,761)	(140,253)	(2,498,131)	(2,853,145)
OTHER INCOME/(EXPENSE):				
Interest income	—	—	12,050	12,050
Interest expense	—	—	(2,030,814)	(2,030,814)
Loss on derivative contracts	—	(15,625,330)	—	(15,625,330)
Total other income/(expense)	—	(15,625,330)	(2,018,764)	(17,644,094)
LOSS BEFORE INCOME TAXES	\$ (214,761)	\$ (15,765,583)	\$ (4,516,895)	\$ (20,497,239)
As of December 31, 2024				
Total Assets	51,908,779	60,706,964	21,276,520	133,892,263
Total Liabilities	(2,143,570)	(57,692,107)	(72,783,941)	(132,619,618)
Net Assets/(Deficit)	\$ 49,765,209	\$ 3,014,857	\$ (51,507,421)	1,272,645

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 in our Form 10-K for the year ended December 31, 2024, 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 cash flows from operations and current cash reserves;
- 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 Annual Report on Form 10-K for the year ended December 31, 2024, these factors include among others:

- Availability and ability to raise capital to fund capital expenditures;
- Ability to repay indebtedness when due;
- 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 consummate and realize the anticipated benefits of strategic transactions;
- 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 and costs of material and operating equipment;

- Potential mechanical failure or under performance of facilities and equipment;
- Weather;
- Ability to find and retain skilled personnel;
- Worldwide economic conditions;
- Federal and state legislation and regulation that affects or restricts mining development and activities;
- Impact of new and potential mining operating and safety standards;
- Environmental and regulatory, health and safety risks;
- 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;
- Actions or inactions of third-parties;
- Strength and financial resources of competitors;
- Competition generally and the increasing competitive nature of the mining industry;
- Expanded rigorous monitoring and testing requirements;
- Ability to obtain insurance coverage on commercially reasonable terms; and
- Risks related to title to properties.

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.

First Quarter 2025 Highlights and Recent Developments

Manh Choh Project

In July 2024, the Peak Gold JV commenced processing ore at the Fort Knox facility and on July 8, 2024, the Manh Choh Project achieved a significant milestone and poured its first gold bar, on schedule. In 2024, the Company received \$40.5 million in cash distributions from the Peak Gold JV relating to production at Manh Choh, followed by \$24.0 million received in the first quarter of 2025 and an additional \$9 million received subsequent to quarter-end.

During the first quarter of 2025, the Peak Gold JV (on a 100% basis) processed 323,000 tons of ore with an average grade of 0.215 ounces (“oz”) per ton and containing approximately 69,500 oz of gold. Gold recovery averaged 93.5%, resulting in approximately 65,000 oz of recovered gold, of which Contango’s 30% share amounted to 19,500 oz of gold. During the first quarter of 2025, 17,382 ounces of gold dore were delivered to Contango and sold during the period and 3,810 ounces of gold remain in recoverable inventory as of March 31, 2025.

Johnson Tract Project

During the quarter ended March 31, 2025, the Company continued with ongoing work to permit the underground exploration drift and baseline environmental work. On January 15, 2025, the transportation and port easements were conveyed to CIRI by the National Parks Service and a Decision Record was issued.

On May 6, 2025, the Company announced that it had completed a Technical Report Summary (“TRS”) on the Johnson Tract Project. The TRS summarizes the results of an Initial Assessment (“IA”) of the potential viability for a seven-year life of mine (“LOM”), underground mining operation, utilizing the same direct ship ore (“DSO”) approach as the Manh Choh mine. The TRS was filed on May 12, 2025.

IA HIGHLIGHTS:

- Pre-Tax net present value discounted at 5% (“NPV₅”) of \$359.0 million
- Pre-Tax Internal Rate of Return (“IRR”) of 37.4%

- Post-Tax NPV₅ of \$224.5 million with a post-tax IRR of 30.2%
- Seven-year LOM
- LOM annual average production of 102,258 gold equivalent ounces ("GEO") at 7.58 grams per tonne ("g/t")
- Initial Capital costs of \$213.6 million, including \$36 million for contingency costs
- Sustaining Capital costs of \$61.3 million, including \$12.3 million for contingency costs
- All-In Sustaining Costs ("AISC") estimated at \$860 per GEO sold
- Non-discounted payback period 1.3 years

Lucky Shot Property

The Lucky Shot project remains in care and maintenance.

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. On May 6, 2025, the plaintiff and the DOT agreed to dismiss without prejudice the only remaining claim for relief alleged in the Complaint. All claims in the matter were dismissed and the trial, which was set for August 11, 2025, and all pretrial deadlines were vacated by the Court.

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. The Peak Gold JV 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 opposed. On October 10, 2024, the Court granted intervention to the Peak Gold JV. On October 18, 2024, the Peak Gold JV joined the partial motion to dismiss that the Corps filed on August 23, 2024, which motion remains pending. On March 19, 2025, the Court entered an Order on Motion to Partially Dismiss, which Order dismissed three of the four claims asserted in the Complaint. On April 1, 2025, Dot Lake filed an Amended Complaint which seeks to reassert one of the claims that was dismissed without prejudice. On May 2, 2025, the Peak Gold JV moved to dismiss this reasserted claim, which motion remains pending.

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 March 31, 2025, 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.

Results of Operations

Three Months Ended March 31, 2025 Compared to Three Months Ended March 31, 2024

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 March 31, 2025 and 2024, claim rental expense were \$0.1 million and \$0.1 million respectively.

Exploration Expense. Exploration expense for the three months ended March 31, 2025 was \$0.5 million compared to \$0.1 million for the three months ended March 31, 2024. Current period exploration expense primarily relates to the permitting process for the underground exploration drift and baseline environmental work at the Johnson Tract Project, which are part of the IA. 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 March 31, 2025 and 2024 was \$2.4 million and \$2.5 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 March 31, 2025 was \$22.3 million compared to a loss of \$0.1 million for the same period in 2024. The Manh Choh Project commenced production in July 2024, which generated income for the second half of 2024. The capital contributions for the three months ended March 31, 2025 and 2024 were nil and \$15.5 million, respectively. The capital contributions were higher for three months ended March 31, 2024 compared to March 31, 2025 as the Manh Choh Project was in the development stage in early 2024 and required capital for mine development and improvements as the Fort Knox mill facility. The Peak Gold JV issued a cash distribution of \$24 million during the three month period ended March 31, 2025. No cash distributions were made during the same period in 2024. There were no suspended losses as of March 31, 2025. As of March 31, 2025, accounts payable includes \$7.7 million owed to Peak Gold JV.

Interest Expense. For the three months ended March 31, 2025, interest expense was \$2.7 million and primarily related to the Queen's Road Capital Investment, Ltd. Debenture (the "Debenture") and interest expense related to the Company's cumulative \$38.3 million draw-down on the Facility. Prior year interest expense of \$2.0 million included interest expense related to the Debenture and interest expense related to the Company's cumulative \$42.5 million draw-down on the Facility. See Note 13 - Debt.

Metal Sales. For the three months ended March 31, 2025, the gain on metal sales was \$1.2 million and 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 March 31, 2024.

Loss on Derivative Contracts. Loss on derivative contracts for the three months ended March 31, 2025 was \$40.5 million compared to \$15.6 million for the three months ended March 31, 2024. The Company did not deliver gold ounces into the derivative contracts for the three-month period ended March 31, 2025 and 2024. Therefore, there was no realized loss for the periods and the \$40.5 million and \$15.6 million was a non-cash unrealized loss, respectively. (see Note 14 - Derivative and Hedging Activities).

Cash Cost on a By-Product Basis and All-In Sustaining Costs on a By-Product Basis (non-GAAP)

The table below presents reconciliations between the most comparable GAAP measure of total cost of sales to the non-GAAP measures of (i) Cash Cost on a By-product Basis and (ii) AISC on a By-product Basis for the Peak Gold JV operations (Manh Choh) for the three months ended March 31, 2025. No comparable period is provided as sales of gold at Manh Choh commenced in July 2024.

Cash Cost on a By-product Basis, per Ounce and AISC on a By-product Basis, per Ounce are measures 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 these non-GAAP measures as we report them are the same as those 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.

AISC on a By-product Basis includes reclamation, sustaining capital, exploration and joint venture partner operator management costs.

Cash Cost on a By-product Basis, per Ounce is an important operating statistic that we utilize to measure a mine's operating performance. We use AISC on a By-product Basis, per Ounce as a measure of a mine's net cash flow after costs for reclamation and sustaining capital. This is similar to the Cash Cost on a By-product Basis, per Ounce measure we report, but also includes reclamation and sustaining capital costs. Current GAAP measures used in the mining industry, such as cost of goods sold, do not capture all the expenditures incurred to discover, develop and sustain gold production. Cash Cost on a By-product Basis, per Ounce and AISC on a By-product Basis, per Ounce also allow us to benchmark the performance of the Peak Gold JV versus those of our competitors. These statistics are 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 and AISC on a By-product Basis, per Ounce are calculated by adjusting production cost of sales, as reported on the interim condensed consolidated statements of operations, as follows:

	Three Months Ended March 31, 2025
Cash Cost on a By-Product Basis:	
Total cost of sales	\$ 91,579,845
Less: silver revenue	(1,353,851)
Depreciation, depletion and amortization	(12,957,121)
Total	<u>\$ 77,268,873</u>
Sustaining capital	
Sustaining capital - PPE	\$ 224,662
Exploration costs	506,412
Reclamation and other costs	518,085
JV Partner operator management fee	1,070,634
AISC on a By-Product basis	<u>\$ 79,588,666</u>
Divided by ounces sold	57,942
Cash Cost on a By-product Basis, per Ounce	<u>\$ 1,334</u>
AISC on a By-product Basis, per Ounce	<u>\$ 1,374</u>

Liquidity and Capital Resources

As of March 31, 2025, the Company had approximately \$35.2 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 principal and 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 5 - Investment in the Peak Gold JV, Note 8 - Stockholders' Equity (Deficit) and Note 13 - Debt, for a discussion of the recent activity).

The Manh Choh Project began production early in the third quarter of 2024 and on July 8, 2024, the Peak Gold JV poured its first gold bar. The Manh Choh Project remains on schedule and ore mining continues along with stockpiling of ore at the Fort Knox facility.

Production from the Manh Choh Project has allowed the Peak Gold JV to operate from the cash flows generated from its operations and there are no future anticipated cash calls.

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. In the third and fourth quarters of 2024, the Company received cash distributions from the Peak Gold JV relating to production at Manh Choh of \$19.5 million and \$21.0 million. In the first quarter of 2025, the Company received cash distributions totaling \$24.0 million. Although there can be no guarantee that the Peak Gold JV will continue to 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 \$24.7 million on the Facility, for the next twelve months from the date of this report. The Company made a repayment of \$13.8 million on the Facility in January 2025.

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.

Available Information

General information about the Company can be found on the Company's website at www.contangoore.com. Our annual reports on Form 10-K, 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 March 31, 2025 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 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. On May 6, 2025, the plaintiff and the DOT agreed to dismiss without prejudice the only remaining claim for relief alleged in the Complaint. All claims in the matter were dismissed and the trial, which was set for August 11, 2025, and all pretrial deadlines were vacated by the Court.

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. The Peak Gold JV 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 opposed. On October 10, 2024, the Court granted intervention to the Peak Gold JV. On October 18, 2024, the Peak Gold JV joined the partial motion to dismiss that the Corps filed on August 23, 2024, which motion remains pending. On March 19, 2025, the Court entered an Order on Motion to Partially Dismiss, which Order dismissed three of the four claims asserted in the Complaint. On April 1, 2025, Dot Lake filed an Amended Complaint which seeks to reassert one of the claims that was dismissed without prejudice. On May 2, 2025, the Peak Gold JV moved to dismiss this reasserted claim, which motion remains pending.

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 Annual Report on Form 10-K for the year ended December 31, 2024, 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 Annual Report on Form 10-K for the year ended December 31, 2024. The risks described in our Annual Report on Form 10-K for the year ended December 31, 2024 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

None.

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 March 31, 2025, 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

During the three months ended March 31, 2025, 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	Arrangement Agreement, dated as of May 1, 2024, by and among the Company, Contango Mining Canada Inc., and HighGold Mining Inc.		8-K	001-35770	10.1	05/06/2024
3.1	Certificate of Incorporation of Contango ORE, Inc.		10/A2	000-54136	3.1	11/26/2010
3.2	Certificate of Amendment to Certificate of Incorporation of Contango ORE, Inc.		8-K	001-35770	3.1	12/17/2020
3.3	Bylaws of Contango ORE, Inc.		10/A2	000-54136	3.2	11/26/2010
3.4	Amendment No. 1 to the Bylaws of Contango ORE, Inc.		8-K	001-35770	3.1	10/21/2021
4.1	Form of Certificate of Contango ORE, Inc. common stock.		10-Q	001-35770	4.1	11/14/2013
4.2	Form of Convertible Debenture		8-K	001-35770	4.1	04/09/2022
4.3	Form of Registration Rights Agreement dated as of December 23, 2022.		8-K	001-35770	4.1	12/23/2022
4.4	Form of Registration Rights Agreement dated as of January 19, 2023.		8-K	001-35770	4.1	01/19/2023
10.1	Amendment No. 11 to Credit and Guarantee Agreement, dated February 17, 2025, among CORE Alaska, LLC, Contango Ore, Inc., Contango Lucky Shot Alaska, LLC, Contango Minerals Alaska, LLC, Contango Mining Canada, Inc. and ING Capital LLC.	X				
31.1	Certification of Principal Executive Officer pursuant to Rules 13a-14 and 15d-14.	X				
31.2	Certification of Principal Financial Officer pursuant to Rules 13a-14 and 15d-14.	X				
32.1	Certification of Principal Executive Officer pursuant to 18 U.S.C. 1350.	X				
32.2	Certification of Principal Financial Officer pursuant to 18 U.S.C. 1350.	X				
101	Financial statements from the Company's quarterly report on Form 10-Q for the three months ended March 31, 2025, 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: May 14, 2025

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

Date: May 14, 2025

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

**EXHIBIT 10.1
EXECUTION VERSION**

AMENDMENT NO. 11 AND WAIVER NO. 8 TO CREDIT AND GUARANTEE AGREEMENT, dated as of February 17, 2025 (this “Agreement”), 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 each Lender (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, Amendment No. 8 dated as of July 30, 2024, Amendment No. 9 dated as of September 30, 2024 and Amendment No. 10 dated as of October 31, 2024, the “Existing Credit Agreement”, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the Borrower hereby requests the Lenders to (a) amend the Existing Credit Agreement as further set forth in Section 2 (*Amendments*) herein and (b) provide certain waivers to the Credit Agreement as further set forth in Section 3 (*Waivers*) herein; and

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 (or each Lender, as the case may be), and acknowledged by the Administrative Agent, or by each Loan Party and the Administrative Agent with the consent of the Required Lenders (or each Lender, as the case may be); and

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. Amendments.

(a) With effect as of the Effective Date (as defined below), subject to the terms and conditions set forth herein, each Lender hereby agrees to amend the Existing Credit Agreement as follows:

(i) the Existing Credit Agreement is hereby amended (A) by inserting the language indicated in single or double underlined text (indicated textually in the same manner as the following examples: single-underlined text or double-underlined text) in Exhibit A-1 hereto and by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: ~~stricken-text~~) in Exhibit A-1 hereto and (B) by inserting the language indicated in single or double underlined text (indicated textually in the same manner as the following examples: single-underlined text or double-underlined text) as specified in Exhibit A-2 hereto and by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: ~~stricken-text~~) as specified in Exhibit A-2 hereto, or as otherwise specified in Exhibit A-2 hereto;

(ii) Schedule 2.06 (*Loan Amortization Schedule*) to the Existing Credit Agreement is hereby amended and restated in its entirety by amended Schedule 2.06 (*Loan Amortization Schedule*) attached hereto as Exhibit B;

(iii) Schedule 4.01(cc) (*Existing Accounts*) to the Existing Credit Agreement is hereby amended and restated in its entirety by amended Schedule 4.01(cc) (*Existing Accounts*) attached hereto as Exhibit C;

(iv) Schedule 6.15 (*Hedging Parameters*) to the Existing Credit Agreement is hereby amended and restated in its entirety by amended Schedule 6.15 (*Hedging Parameters*) attached hereto as Exhibit D; and

(v) Exhibit G (*Form of Borrower Project Completion Date Certificate*) to the Existing Credit Agreement is hereby amended and restated in its entirety by amended Exhibit G (*Form of Borrower Project Completion Date Certificate*) attached hereto as Exhibit E.

(b) With effect as of the Effective Date (as defined below), subject to the terms and conditions set forth herein, each Lender hereby agrees that each reference to the “Maturity Date” in any other Loan Document shall be deemed to be a reference to “June 30, 2027”, and the parties hereto agree that such actions as may be required with respect to any other Loan Document to reflect such amendment shall be taken.

SECTION 3. Waivers. With effect as of the Effective Date (as defined below), subject to the terms and conditions set forth herein:

(a) solely for purposes of compliance with Section 5.19 (*Minimum Cash Requirement*) of the Credit Agreement, each Lender hereby waives (i) the requirement that Contango comply with the Minimum Cash Requirement for the period beginning on January 31, 2025 and ending on the earlier of (x) the first date following January 31, 2025 on which the Borrower receives a cash distribution from the Project Company and (y) April 15, 2025 (the “Waiver Period”) and (ii) any Default or Event of Default arising under Section 7.01(h) (*Events of Default*) of the Credit Agreement as a result of the failure to comply with Section 5.19 (*Minimum Cash Requirement*) of the Credit Agreement during the Waiver Period; and

(b) solely for purposes of the Borrower’s compliance with Section 5.22(a) (*Financial Covenants*) of the Credit Agreement on the Calculation Date occurring on each of February 28, 2025 and March 31, 2025, each Lender hereby waives the requirement that the Historic Debt Service Coverage Ratio be no less than 1.30:1 for the Historic DSCR Measurement Period as of the Calculation Date occurring on each of February 28, 2025 and March 31, 2025 and (ii) any Default or Event of Default arising under Section 7.01(g) (*Events of Default*) of the Credit Agreement as a result of the Borrower’s failure to comply with Section 5.22(a) (*Financial Covenants*) of the Credit Agreement on each such Calculation Date.

SECTION 4. Acknowledgment. The Administrative Agent (a) (acting on the direction of the Required Lenders) hereby acknowledges and agrees that each of (i) the updated Mine Plan delivered to the Administrative Agent on November 19, 2024 in accordance with Section 5.02(e) (*Reporting*) of the Credit Agreement (together with any amendments thereto, as applicable, in accordance with in accordance with Section 5.02(j) (*Reporting*) of the Credit Agreement) and (ii) the updated Base Case Financial model delivered to the Administrative Agent on February 13, 2025, in each case, has been approved by the Required Lenders and (b) hereby acknowledges and agrees that it has approved each of (i) the Program and Budget delivered to the Administrative Agent on November 19, 2024 for the 2025 calendar year in accordance with Section 5.02(m) (*Reporting*) of the Credit Agreement and (ii) the Corporate Budget delivered to the Administrative Agent on February 12, 2025 for the 2025 calendar year in accordance with Section 5.02(n) (*Reporting*) of the Credit Agreement.

SECTION 5. 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 Agreement and the other Loan Documents to which it is a party;

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

(c) (i) each Loan Party has duly executed and delivered this Agreement and (ii) this Agreement 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 Agreement, 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 Agreement, 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 6. Conditions Precedent to the Effective Date. This Agreement 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;

(b) upon giving effect to this Agreement, each representation and warranty set forth in Section 5 (*Representations and Warranties*) above is true, correct and complete in all material respects; and

(c) the Administrative Agent shall have received evidence that the Debt Service Reserve Account (as defined in the Existing Credit Agreement) has been closed and that all

amounts standing to the credit of the Debt Service Reserve Account have been transferred to the Proceeds Account, in each case, in form and substance satisfactory to it.

SECTION 7. Loan Document; Ratification of Credit Agreement; Etc.

(a) This Agreement 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 Agreement, 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 Agreement 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. The amendments and waivers provided in Sections 2 (Amendments) and 3 (Waivers) shall be applicable solely with respect to those matters expressly provided therein and no other amendments, waivers or consents may be construed or implied.

(d) Notwithstanding anything contained herein, the amendments and waivers specified in this Agreement (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) Each Lender hereby directs and instructs the Administrative Agent to execute and deliver this Agreement and to perform its obligations hereunder.

SECTION 8. Headings. The headings contained herein are for convenience of reference only and do not constitute part of this Agreement.

SECTION 9. Successors and Assigns. The provisions of this Agreement 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 10. Counterparts; Entire Agreement. This Agreement 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 Agreement 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 Agreement. 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 Agreement 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 11. 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:

Name: Rick Van Nieuwenhuysse
Title: President and Chief Executive Officer

CONTANGO ORE, INC.,
as Guarantor

By:

Name: Rick Van Nieuwenhuysse
Title: President and Chief Executive Officer

CONTANGO LUCKY SHOT ALASKA, LLC,
as Guarantor

By:

Name: Rick Van Nieuwenhuysse
Title: President and Chief Executive Officer

CONTANGO MINERALS ALASKA, LLC,
as Guarantor

By:

Name: Rick Van Nieuwenhuysse
Title: President and Chief Executive Officer

CONTANGO MINING CANADA INC.,
as Guarantor

By:

Name: Rick Van Nieuwenhuysse
Title: Chief Executive Officer

ING CAPITAL LLC,
as Administrative Agent

By:

Name:
Title:

By:

Name:
Title:

EXHIBIT A-1

Amendments to Existing Credit Agreement

Section 1.01 Defined Terms.

“**Accounts**” means, collectively, the Proceeds Account, ~~the Debt Service Reserve Account~~, each Metals Account and the accounts set forth on Schedule 4.01(cc), which Accounts shall be subject to a first priority Lien in favor of the Collateral Agent for the benefit of the Secured Parties.

“Amendment Agreement Effective Date” means February 17, 2025.

“**Applicable Margin**” means, ~~(a) up to and including the Project Completion Date, 6.00% per annum and (b) thereafter, 5.00% per annum.~~

~~“Debt Service Reserve Account” means the U.S. Dollar denominated account of the Borrower # 11180205 opened with the Account Bank.~~

~~“DSR Required Balance” means (a) on or prior October 31, 2024, \$5,000,000 and (b) thereafter, all principal and interest in respect of Loans required to be paid by the Borrower under the Loan Documents scheduled to be due during any three (3) month period commencing from (and excluding) any Payment Date up to (but including) the immediately succeeding Payment Date and occurring on or before the Maturity Date, as set forth in the then current Base Case Financial Model as confirmed by the Administrative Agent (acting at the direction of the Required Lenders).~~

“Excess Cash” means, as of any date of determination, the lowest amount of any Cash and Cash Equivalents in excess of ten million U.S. Dollars (\$10,000,000) on deposit or projected to be on deposit in the Proceeds Account in accordance with the then-current Base Case Financial Model from such date until the Maturity Date and calculated on a pro forma basis pursuant to such Base Case Financial Model at a gold price level for unhedged production in an amount equal to the lesser of (i) the Gold Market Price, or (ii) two thousand six hundred U.S. Dollars (\$2,600) per troy ounce of gold.

“**Historic Debt Service Coverage Ratio**” means, as of any date of determination, the ratio of (a) the sum of (i) the aggregate amount of Available Cash Flow during the applicable Historic DSCR Measurement Periods and (ii) the amount of Cash and Cash Equivalents on deposit in the Proceeds Account on the last day of the immediately preceding Historic DSCR Measurement Period, to (b) the aggregate of all principal, interest, fees, expenses and other amounts in respect of Loans required to be paid by the Borrower under the Loan Documents during the applicable Historic DSCR Measurement Period immediately preceding such Calculation Date.

“**Loan Life Coverage Ratio**” means, as of any date, the ratio of (a) the sum of (i) the net present value of the projected Available Cash Flow (as reflected in the then current Base Case Financial Model) until the Maturity Date, discounted by the Discount Rate and (ii) the amount of Cash and Cash Equivalents on deposit in the Proceeds Account on the day immediately preceding such Payment Date to (b) the principal amount of the outstanding Loans on the date of

calculation ~~less the amounts then standing to the credit of the Debt Service Reserve Account. In calculating the Loan Life Coverage Ratio it shall be assumed that all payment and all transfers among the Proceeds Account and the Debt Service Reserve Account due to be made are in fact made.~~

“**Maturity Date**” means ~~December 31, 2026~~June 30, 2027.

“**Minimum Liquidity Level**” means, as of any date of determination and calculated on a pro forma basis pursuant to the Base Case Financial Model at a gold price level for unhedged production in an amount equal to the lesser of (i) the Gold Market Price, or (ii) two thousand six hundred U.S. Dollars (\$2,600) per troy ounce of gold, such Base Case Financial Model shall show, on each Calculation Date from such date of determination until the Maturity Date, an amount on deposit in the Proceeds Account equal to at least five million U.S. Dollars (\$5,000,000).

“**Permitted Investments**” means (a) interest-bearing overnight deposits accepted or guaranteed by a commercial bank with a rating of at least A3 from Moody’s or A- from S&P or Fitch, (b) interest-bearing time deposits with, in the case of the Proceeds Account ~~and the Debt Service Reserve Account~~, the Account Bank, and in the case of other Accounts of the Loan Parties, the bank where such accounts are maintained, (c) after the Project Completion Date, Investments of cash contributions of equity to Contango in an amount for each Fiscal Year not to exceed the sum of, without duplication, (i) cash contributions of equity to Contango required to be made to fund the Borrower’s share of the anticipated Operating Costs of the Project Company based on the then-current Program and Budget for such Fiscal Year plus (ii) Corporate Costs based on the then-current Corporate Budget for such Fiscal Year plus (iii) \$2,000,000 annually; (d) Investments by the Borrower in the Project Company, (e) subject to the limitations set forth in this Agreement, Investment by the Loan Parties in other Loan Parties (except for Investment in Contango) or (f) otherwise approved by Required Lenders.

“**Project Completion Longstop Date**” means ~~July 31, 2025 or such later date as may be agreed to between the Borrower and all Lenders~~the one-year anniversary of the Amendment Agreement Effective Date.

“**Project Life Coverage Ratio**” means as of any date, the ratio of (a) the net present value of the projected Available Cash Flow (as reflected in the then current Base Case Financial Model) until the end of the then-existing Mine Plan, discounted by the Discount Rate to (b) the principal amount of the outstanding Loans ~~less the amounts then standing to the credit of the Debt Service Reserve Account.~~

“**Projected Debt Service Coverage Ratio**” means, as of any date of determination, the ratio calculated as of each Payment Date of (a) the sum of (i) the aggregate of projected Available Cash Flow (as reflected in the then current Base Case Financial Model) for each successive three (3) calendar-month period ending on such Payment Date until the Maturity Date and (ii) the amount of Cash and Cash Equivalents on deposit in the Proceeds Account on the day immediately preceding such Payment Date, and (b) the aggregate of all principal, interest, fees, expenses and other amounts in respect of Loans for each such successive three (3) calendar-month period ending on such Payment Date until the Maturity Date.

Section 2.06 Repayment of Loans.

(a) Term Loans. On each Payment Date commencing with the first Payment Date occurring after Term Loans have been Borrowed, the Borrower shall repay to the Administrative Agent, for the ratable account of the Lenders, an aggregate principal amount of the Term Loans equal to the amount set forth on Schedule 2.06 (as may be amended in accordance with this Agreement) for such Payment Date, with any remaining outstanding principal amount of the Term Loans payable by the Borrower on the Maturity Date; provided that, after the Commercial Operation Date has occurred, the Borrower may, from time to time by delivering a written notice (each, a “*Deferral Notice*”) to the Administrative Agent at least three (3) U.S. Government Securities Business Days before the relevant Payment Date, defer, in whole or in part, the amount of the Term Loans to be paid on any Payment Date (the amount of the Term Loans being deferred, the “*Deferred Amount*”) to a date that is up to ninety (90) days after the relevant Payment Date (such date, the “*Deferred Date*”) subject to the following conditions: (a) the aggregate amount of days by which payment of the Term Loans may be deferred shall not exceed ninety (90) days, (b) no Default or Event of Default shall have occurred or be continuing, (c) ~~no amounts remain on deposit in the Debt Service Reserve Account (or if amounts remain on deposit in the Debt Service Reserve Account, the Deferred Amount is equal to the excess of the principal amount of the Term Loans due and payable on such Payment Date over the amounts that remain on deposit in the Debt Service Reserve Account)~~[Reserved], (d) the reason for such deferral shall be solely that processing of Minerals from the Project has been delayed and, as a result of such delay, the Refined Gold and Refined Silver have not been delivered to Peak’s Gold Metals Account (each such term as defined in the Toll Milling Agreement), and (e) the Administrative Agent shall have received a certificate of a Responsible Officer of Contango certifying that, in Contango’s reasonable opinion, after due inquiry, Refined Gold and Refined Silver (each such term as defined in the Toll Milling Agreement) will be delivered prior to the Deferred Date in an amount sufficient to pay the Deferred Amount in full; provided, further, that in the event that the first cash distribution received from the Project Company immediately following the Amendment Agreement Effective Date is less than twenty-seven million U.S. Dollars (\$27,000,000), (x) the principal amount set forth on Schedule 2.06 corresponding to the April 30, 2025 Payment Date shall be reduced by an aggregate amount equal to two million U.S. Dollars (\$2,000,000) and (y) the principal amounts set forth on Schedule 2.06 corresponding to each of the September 30, 2025 and December 31, 2025 Payment Dates shall each be increased by an aggregate amount equal to one million U.S. Dollars (\$1,000,000). All amounts repaid pursuant to this Section 2.06 shall permanently reduce the aggregate amount of Term Loan Commitments in an amount equal to the amount of such repayment. Upon any such reduction of Term Loan Commitments, the Term Loan Commitment of each Lender shall be reduced by such Lender’s ratable share of the amount of such reduction.

Section 5.21 Required Hedge Agreements. The Borrower shall:

(a) no later than the date of the second Borrowing, enter into and maintain at all times thereafter the Hedge Agreements with the Lenders or Affiliates of the Lenders in respect of ~~124,600~~86,739 ounces of gold in form and substance satisfactory to the Lenders

(acting reasonably) and reflecting the terms set forth on Schedule 6.15 until the Maturity Date; and

(b) in connection with any payments for the account of Hedge Providers under the Permitted Hedge Agreements from Excess Cash as may be required pursuant to Section 5.20(c)(ix)(y), terminate scheduled deliveries under the Required Hedge Agreements in inverse order of scheduled delivery date such that the resulting termination, liquidation and other payments under such Required Hedge Agreements equals the amount of such required payments to the Hedge Providers pursuant to such Section 5.20(c)(ix)(y).

Section 5.22 Financial Covenants. The Borrower shall ensure that:

(a) from and after the first Calculation Date occurring after the Commercial Operation Date, the Historic Debt Service Coverage Ratio for each Historic DSCR Measurement Period is no less than ~~1.30~~2.00:1;

(b) the Projected Debt Service Coverage Ratio for each Calculation Date until the Maturity Date is not less than ~~1.30~~2.00:1;

(c) from and after the Calculation Date occurring on December 31, 2025, the Loan Life Coverage Ratio for each Calculation Date until the Maturity Date is no less than 1.40:1;

(d) the Project Life Coverage Ratio for each Calculation Date until the Project Termination Date is no less than 1.70:1; ~~and~~

(e) the Reserve Tail Ratio for each Calculation Date until the Maturity Date is no less than 25%; and

(f) from and after the Calculation Date occurring on September 30, 2025, it is in compliance with the Minimum Liquidity Level on each Calculation Date until the Maturity Date.

EXHIBIT A-2

Amendments to Existing Credit Agreement

- (a) Clause (b) of the definition of “Available Cash Flow” in the Existing Credit Agreement is hereby amended as follows:

“(b) the excess, if any, of (i) Corporate Costs paid or projected to be paid during such period less (ii) any funds raised by Contango through the issuance of Equity Interests and designated and available for use to pay Corporate Costs in accordance with the Corporate Budget; less

- (b) Clause (e) of the definition of “Project Completion Date” in the Existing Credit Agreement is hereby deleted in its entirety and replaced with “[Reserved]”.

- (c) The definition of “Restricted Payment Conditions” in the Existing Credit Agreement is hereby amended as follows:

- (i) Clause (d) of such definition is hereby amended as follows:

“(d) The amount of Cash and Cash Equivalents on deposit in the ~~Debt Service Reserve~~Proceeds Account is at least equal to ~~the DSR Required Balance~~ten million U.S. Dollars (\$10,000,000);”

- (ii) A new clause (k) of such definition is inserted immediately following clause (j) thereof as follows:

“(k) The Borrower is in compliance with the Minimum Liquidity Level;”

- (iii) Clauses (k) through (n) of such definition are renumbered as clauses (l) through (o).

- (d) Section 5.20 (*Accounts; Debt Service Reserve Account Funding; Revenue Waterfall*) of the Existing Credit Agreement is hereby amended as follows:

- (i) The heading of such Section is amended to delete the reference to “Debt Service Reserve Account Funding” therein;

- (ii) Clause (b) (*Funding of the Debt Service Reserve Account*) of such Section is amended to be deleted in its entirety and replaced with “[Reserved]”;

- (iii) Clause (c) of such Section is amended as follows:

“(c) Withdrawals and Transfers from the Proceeds Account. The Borrower shall, with the prior written consent of each Lender, request the Collateral Agent to instruct the Account Bank to transfer amounts from the Proceeds Account, to the extent available therein, pursuant to a written direction

delivered to the Lenders not later than five (5) Business Days prior to each Payment Date, certifying that the withdrawals and transfers requested therein are in compliance with the Corporate Budget and the Base Case Financial Model (unless otherwise specified by the Collateral Agent, attaching copies of invoices or other documentation reasonably acceptable to the Collateral Agent in respect of such transfers), to make the following payments in the following order of priority (it being agreed that, absent a request from the Borrower, the Collateral Agent (for and on behalf of the Secured Parties) shall have the right, but not the obligation to deliver an instruction to the Account Bank to make the transfers contemplated in priorities first through tenth, the “**Cash Flow Waterfall**”):

(i) first, to fund the Project Company’s capital calls that are then due and payable;

(ii) second, (*pro rata*, to the extent there are insufficient funds) (A) to each Agent, to pay any and all fees, costs, expenses and indemnification payments constituting Obligations and all other amounts that are then due and payable to any Agent under and in accordance with the Loan Documents and then (B) to each Lender and each Hedge Provider, to pay any and all fees, costs, expenses and indemnification payments constituting Obligations and all other amounts that are then due and payable to such Lender and Hedge Provider under and in accordance with the Loan Documents;

(iii) third, (*pro rata*, to the extent there are insufficient funds) on each Payment Date (i) to the Administrative Agent, for account of the Lenders, any and all interest and fees constituting Obligations that are then due and payable and (ii) to the Hedge Providers, the ordinary course settlement amounts payable by the Borrower during such period pursuant to the Permitted Hedge Agreements;

(iv) fourth, (*pro rata*, to the extent there are insufficient funds) on each Payment Date (i) to the Administrative Agent, for the account of the Lenders, an aggregate principal amount of the Loans equal to the amount set forth on Schedule 2.06 for such Payment Date and (ii) to the Hedge Providers, the termination, liquidation and other payments under the Permitted Hedge Agreement;

(v) fifth, on each Payment Date, subject to the Satisfaction of the Minimum Liquidity Level in accordance with Section 5.22(f), to pay Corporate Costs (other than those referred to in clauses (a)(v) and (b) of the definition thereof) and Capital Expenditures (or withdraw and transfer to one or more of the accounts set forth on Schedule 4.01(cc) for further payment of such Corporate Costs and Capital Expenditure), in each case, in accordance with the then current Base Case Financial Model;

(vi) sixth, to transfer an amount equal to (x) the Deferred Amount, or (y) the amount of the outstanding Liquidity Buffer Loans, to the Administrative Agent, for the account of the Lenders, to prepay the Loans;

(vii) seventh, ~~on each Payment Date (starting with the first Payment Date immediately after the Reserve Account Funding Start Date), to the Debt Service Reserve Account, the amount necessary to maintain the DSR Required Balance~~ [Reserved];

(viii) eighth, on each date that is ten (10) Business Days after each Payment Date, pay interest of Convertible Debentures due and payable and make other payments of Permitted Debt described in clauses (d) through (i) of the definition thereof that are then due and payable and are included in the then-current Corporate Budget;

(ix) ninth, on each Payment Date commencing with the first Payment Date immediately after the Amendment Agreement Effective Date and subject to the satisfaction of the Minimum Liquidity Level in accordance with Section 5.22(f), to transfer (A) until all aggregate principal Loan amounts scheduled to be due and payable and all termination, liquidation or other payments in respect of deliveries scheduled to be made under the Required Hedge Agreements, in each case, on a Payment Date occurring in 2027 have been repaid or paid (as the case may be) in full, an amount equal to 35% of amounts remaining on the Proceeds Account any Excess Cash as of such Payment Date and (B) thereafter until the Maturity Date, an amount equal to thirty-five percent (35%) of any Excess Cash as of such Payment Date, in each case, after the application of funds provided in clauses first through eighth, to the Administrative Agent, on a pro rata basis (which shall be calculated based on the sum of the aggregate principal amount of Loans outstanding and the mark to market value of each Required Hedge Agreement as of such Payment Date) for application in inverse order of maturity or scheduled delivery date, as applicable, (x) for the account of the Lenders, to prepay the Loans and (y) for the account of the Hedge Providers, to pay any termination, liquidation and other payments under the Permitted Hedge Agreement terminated pursuant to Section 5.21(b); and

(x) tenth, the balance, if any, subject to the satisfaction of the Restricted Payment Conditions, to make Restricted Payments.”; and

(iv) Clause (d) (*Withdrawals and Transfers from the Debt Service Reserve Account*) of such Section is deleted in its entirety and replaced with “[Reserved]”.

(e) Section 10.02(b)(x) (*Waivers; Amendments; Amendments, etc.*) of the Existing Credit Agreement is hereby amended as follows:

“(x) reduce the amount of, or change the order of application of Net Cash Proceeds or other amounts required to be applied to prepay the Loans (including reducing or removing the percentage set forth in Section 5.20(c)(ix) and the amount set

forth in the definition of “Excess Cash”), without the written consent of each Lender directly and adversely affected thereby;”.

EXHIBIT B

Amended Schedule 2.06 (*Loan Amortization Schedule*)

SCHEDULE 2.06

Loan Amortization Schedule

Payment Date	Amount	Percentage
7/31/2024	\$2,000,000	3.33%
10/31/2024	\$5,900,000	9.83%
1/31/2025	\$13,800,000	23.00%
4/30/2025	\$8,200,000 ¹	13.67%
7/31/2025	\$7,000,000	11.67%
10/31/2025	\$8,500,000	14.17%
12/31/2025	\$0	0.00%
3/31/2026	\$1,000,000	1.67%
6/30/2026	\$1,000,000	1.67%
9/30/2026	\$1,000,000	1.67%
12/31/2026	\$1,000,000	1.67%
3/31/2027	\$9,000,000	15.00%
6/30/2027	\$1,600,000	2.67%
Total	\$60,000,000	100.000%

¹ Pursuant to Section 2.06, to be reduced on a dollar-for-dollar basis in the event that the first cash distribution immediately following the Amendment Agreement Effective Date from the Project Company to the Borrower be less than twenty-seven million U.S. Dollars (\$27,000,000) but capped at two million U.S. Dollars (\$2,000,000).

EXHIBIT C

Amended Schedule 4.01(cc) (*Existing Accounts*)

SCHEDULE 4.01(cc)

Existing Accounts

Bank	Company	Account Number	Account Type
Chase Bank	Contango Ore, Inc.	670332359	Checking
Chase Bank	Contango, Ore, Inc.	3858386528	Money Market
Chase Bank	AGT	769585313	Checking
Denali State Bank	Contango Ore, Inc.	301014403	Checking
Key Bank	AGT	124411013608	Checking
Key Bank	AGT	124411013657	Checking
Macquarie Bank Limited – Proceeds Account	Borrower	11180204	Call Account
Macquarie Bank Limited – Metals Account (Gold)	Borrower	11180206	Call Account
Macquarie Bank Limited – Metals Account (Silver)	Borrower	11180207	Call Account

EXHIBIT D

Amended Schedule 6.15 (*Hedging Parameters*)

SCHEDULE 6.15

Hedging Parameters

Required Hedge Agreements

The Borrower shall execute mandatory Hedge Agreements covering gold price exposure, as set out in the table below and in accordance with the Base Case Financial Model.

The Required Hedge Agreements will be entered into with each Lender or an Affiliate of a Lender *pro rata* to the respective Lender's share of the Commitments.

Date	ING Ounces	Macquarie Ounces	Total Hedged Ounces
4/30/2025	6,805	5,134	11,939
7/31/2025	6,783	5,117	11,900
10/31/2025	7,752	5,848	13,600
12/31/2025	3,591	2,709	6,300
3/31/2026	3,990	3,010	7,000
6/30/2026	3,990	3,010	7,000
9/30/2026	3,990	3,010	7,000
12/31/2026	3,990	3,010	7,000
3/31/2027	5,700	4,300	10,000
6/30/2027	2,850	2,150	5,000
Total	49,441	37,298	86,739

Discretionary hedging

In addition to the Required Hedge Agreements, the Borrower may also execute discretionary Hedge Agreements related to its exposures to gold or silver prices, interest rates, diesel prices and/or foreign exchange currency (each, a “**Discretionary Hedge**”), subject to the limitations set forth in this Schedule.

(Counterparty) A Discretionary Hedge may only be entered into with a Lender or an Affiliate of a Lender.

(Hedge Limits – Metals) The Borrower shall not enter into Discretionary Hedges hedging more than 75% of gold and not more than 75% of silver in any calendar quarter (with reference to the Base Case Financial Model).

(Hedge Limits – Diesel, FX and Interest Rates) The Borrower shall not enter into Discretionary Hedges hedging more than 100% of diesel, foreign exchange or interest rate exposure in the next calendar quarter (with reference to the Base Case Financial Model) and not more than 70% of diesel, foreign exchange or interest rate exposure in any subsequent calendar quarter.

(Documentation) Each Discretionary Hedge must comply with this Schedule and shall:

- (a) be secured on a *pari passu* basis with the Secured Obligations under this Agreement;
- (b) not have any requirement to post collateral to cover mark-to-market changes; and
- (c) be documented under an ISDA Master Agreement, the Schedule to which shall be substantially in the form prescribed by this Schedule, and each Confirmation thereunder shall be limited to the essential terms of the Transaction and not include other representations, warranties, covenants, Potential Events of Default or Events of Default nor contain any other modifications to the ISDA Master Agreement to which such Schedule is attached.

(Reporting) The Borrower shall report the terms of Required Hedges and Discretionary Hedges which the Borrower has entered into to the Administrative Agent for monitoring purposes within two Business Days following the Trade Date of any Required Hedge or Discretionary Hedge. In addition, the Borrower shall report within two Business Days to the Administrative Agent the terms of each Required Hedge or Discretionary Hedge that is early terminated or lapses.

EXHIBIT E

Amended Exhibit G (*Form of Borrower Project Completion Date Certificate*)

**EXHIBIT G
FORM OF BORROWER PROJECT COMPLETION DATE CERTIFICATE**

To: ING Capital LLC,
as Administrative Agent
1133 Avenue of the Americas
New York, NY, 10036
USA
Attention: Remko van de Water; Karel Martinus Odink; ING Capital Loan Agency
New York
Email: Remko.van.de.Water@ing.com; Karel.Martinus.Odink@ing.com;
dlncloanagencyteam@ing.com

From: CORE Alaska, LLC, as Borrower

[•], 20[•]

Reference is made to the Credit and Guarantee Agreement, dated as of May 17, 2023, by and among CORE Alaska, LLC, a Delaware limited liability company (the “Borrower”), each of Contango Ore, Inc., a Delaware corporation, Alaska Gold Torrent, LLC, an Alaska limited liability company, and Contango Minerals Alaska, LLC, an Alaska limited liability company, as Guarantors (the “Guarantors”), each of the Lenders (as defined in the Credit Agreement) party thereto from time to time, ING Capital LLC, as administrative agent for the Lenders (in such capacity and together with its successors and assigns in such capacity, the “Administrative Agent”) and Macquarie Bank Limited, as collateral agent for the Secured Parties (as defined in the Credit Agreement) (in such capacity and together with its successors and assigns in such capacity, the “Collateral Agent”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

I, the undersigned, do hereby certify that I am a Responsible Officer of the Borrower, and hereby certify on behalf of the Borrower solely in my capacity as a Responsible Officer, and not in my individual capacity that, as of the date hereof:

1. the Project has been properly constructed and completed and has successfully completed all testing and commissioning in accordance with the Material Project Documents (Project Company);
2. the Fort Knox Modifications have been completed and FGMI (as defined in the Toll Milling Agreement) is required to receive and process Ore (as defined in the Toll Milling Agreement) from the Project Company in accordance with the Toll Milling Agreement;
3. the Commercial Operation Date has occurred;

4. no default or force majeure event exists under any Material Project Document (Project Company);

5. the aggregate amount of funds on deposit in the Proceeds Account is not less than \$[7,000,000];

6. all Governmental Authorizations of the Borrower Group Members necessary as of the date hereof been obtained, and all such Governmental Authorizations are in full force and effect and any conditions required to be satisfied thereunder as of the date hereof have been satisfied or waived;

7. the Project is free and clear of all Liens other than Permitted Liens;

8. to Borrower's Knowledge, all of the insurance required to be in place in respect of the Project under the Material Project Documents (Project Company) and Peak Gold LLC Agreement (including with respect to the operational phase of the Project) is in full force and effect in accordance with the terms of this Agreement;

9. to Borrower's Knowledge, the Project Company has paid in full all amounts then due and payable under the Material Project Documents (Project Company), including any performance and delay liquidated damages;

10. to Borrower's Knowledge, there are no outstanding claims by the contractors or sub-contractors under the Material Project Documents (Project Company), other than (i) claims not exceeding \$1,000,000 in the aggregate, (ii) that are being Contested and (iii) in respect of which the Project Company has reserved sufficient funds for full payment thereof;

11. any prepayment required as of the date hereof to satisfy the debt sizing criteria under Section 3.01(a)(ix) of the Credit Agreement has been made;

12. the representations and warranties of the Loan Parties contained in Article IV of the Credit Agreement or in any other Loan Document are true and correct in all material respects on and as of such date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are be true and correct in all material respects as of such earlier date (or, in each case, if qualified by "materiality," "Material Adverse Effect" or similar language, in all respects after giving effect to such qualification); and

13. no Default or Event of Default shall have occurred and be continuing.²

[Signature page follows.]

² NTD: If applicable, to be updated based on final Credit Agreement provisions.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first set forth above.

CORE ALASKA, LLC

By: _____

Name:

Title:

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: May 14, 2025

/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: May 14, 2025

/s/ MIKE CLARK

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 March 31, 2025 (the “Report”), as filed with the Securities and Exchange Commission on the date hereof, I, Rick Van Nieuwenhuyse, 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: May 14, 2025

/s/ RICK VAN NIEUWENHUYSE

Rick Van Nieuwenhuyse

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 March 31, 2025 (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: May 14, 2025

/s/ MIKE CLARK

Mike Clark
Chief Financial Officer