

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

FORM 8-K

CURRENT REPORT

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

Date of Earliest Event Reported: **July 16, 2017**

General Moly, Inc.

(Exact name of registrant as specified in its charter)

Delaware
*(State or other jurisdiction
of incorporation)*

001-32986
*(Commission
file number)*

91-0232000
*(IRS employer
identification no.)*

1726 Cole Blvd., Suite 115
Lakewood, CO 80401
(Address of principal executive offices, including zip code)

(303) 928-8599
(Registrant's telephone number, including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 210.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter)

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.

Item 1.01 Entry into a Material Definitive Agreement

On July 16, 2017, General Moly, Inc. (the “Company”) and Amer International Group Co., Ltd. (“Amer”) entered into a Third Amendment (the “Third Amendment”) to the Common Stock Purchase Warrant dated November 24, 2015, as amended by the First Amendment to Warrant dated April 17, 2017 and the Second Amendment to Warrant dated June 16, 2017 (the “Warrant”). The Third Amendment extends the deadline for satisfaction of all conditions to vesting of the Warrant from July 17, 2017 to August 17, 2017. The Company and Amer continue to discuss a longer term modification of the other agreements between the parties, supportive of their existing strategic partnership.

The foregoing description of the Third Amendment is qualified in its entirety by reference to the full text of such document, which is attached hereto as Exhibit 10.4.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
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|------|--|
| 10.1 | Common Stock Purchase Warrant by and between General Moly, Inc. and Amer International Group Co. Ltd. dated November 24, 2015 (Filed as Exhibit 10.2 to our Current Report on Form 8-K filed on December 1, 2015). |
| 10.2 | First Amendment to Warrant by and between General Moly, Inc. and Amer International Group Co. Ltd. dated April 17, 2017 (Filed as Exhibit 10.2 to our Current Report on Form 8-K filed on April 18, 2017). |
| 10.3 | Second Amendment to Warrant by and between General Moly, Inc. and Amer International Group Co. Ltd. dated June 16, 2017 (Filed as Exhibit 10.3 to our Current Report on Form 8-K filed on June 20, 2017). |
| 10.4 | Third Amendment to Warrant by and between General Moly, Inc. and Amer International Group Co. Ltd. dated July 16, 2017. |

SIGNATURES

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

GENERAL MOLY, INC.

Dated: July 18, 2017

By: /s/ Amanda Corrion
Amanda Corrion
Principal Accounting Officer

THIRD AMENDMENT TO WARRANT

This **THIRD AMENDMENT TO WARRANT** (this “**Third Amendment**”) is dated and effective as of July 16, 2017 by and between General Moly, Inc., a Delaware corporation (the “**Company**”), and Amer International Group Co., Ltd., a limited liability company organized under the laws of the People’s Republic of China (the “**Holder**”).

RECITALS

WHEREAS, in connection with that certain Investment and Securities Purchase Agreement dated as of April 17, 2015, as amended by Amendment No. 1 dated as of November 2, 2015, by and between the Company and the Holder (the “**Securities Purchase Agreement**”), the Company issued to the Holder a Warrant dated November 24, 2015 (the “**Warrant**”), pursuant to which the Company granted to the Holder the right to subscribe to and purchase certain shares of the Company’s stock under the terms and subject to the conditions set forth therein;

WHEREAS, the Company and Holder entered into the **First Amendment to Warrant** on April 17, 2017;

WHEREAS, the Company and Holder entered into the **Second Amendment to Warrant** on June 16, 2017; and

WHEREAS, the Company and the Holder desire to further amend certain provisions of the Warrant as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Holder agree as follows:

I. THIRD AMENDMENT TO WARRANT

The first paragraph of the Warrant is hereby further amended and restated to read in its entirety as follows:

“**THIS CERTIFIES THAT, FOR VALUE RECEIVED AS OF NOVEMBER 24, 2015** (the “**Issuance Date**”), Amer International Group Co., Ltd., a limited liability company organized under the laws of the People’s Republic of China, or its registered assign(s) (the “**Holder**”) is entitled to purchase from General Moly, Inc., a Delaware corporation (the “**Company**”), subject to the terms and conditions set forth in this Warrant (this “**Warrant**”), EIGHTY MILLION (80,000,000) duly authorized, validly issued, fully paid and nonassessable shares of common stock (“**Common Stock**”), of the Company, at any time commencing on the date the Company first draws down funds under the Loan (the “**Commencement Date**”), and expiring at 5:00 p.m., Denver, Colorado time, on the earlier of (a) the sixty (60) month anniversary of the Commencement Date or (b) the twenty-eighth (28) month anniversary of the Investment and Securities Purchase Agreement dated as of April 17, 2015, as amended by Amendment No. 1 dated as of November 2, 2015, by and

between the Company and the Holder (the “**Securities Purchase Agreement**”), if the Loan Agreement has not been executed by such date (the “**Expiration Time**”). The price for each share of Common Stock purchased hereunder (as may be adjusted as set forth herein, collectively the “Warrant Shares”) is \$0.50 per share until expiration of this Warrant (as adjusted as set forth herein, the “**Purchase Price**”).”

II. MISCELLANEOUS

(a) **Entire Agreement.** The terms and conditions of this Third Amendment shall be incorporated by reference in the Warrant as though set forth in full in the Warrant. In the event of any inconsistency between the provisions of this Third Amendment and any other provision of the Warrant, the terms and provisions of this Third Amendment shall govern and control. Except to the extent specifically amended or superseded by the terms of this Third Amendment, all of the provisions of the Warrant shall remain in full force and effect to the extent in effect on the date of this Third Amendment. The Warrant, as modified by this Third Amendment, constitutes the complete agreement among the parties and supersedes any prior written or oral agreements, writings, communications or understandings of the parties with respect to the subject matter of the Warrant.

(b) **Headings.** Section headings used in this Third Amendment are for convenience of reference only, are not part of this Third Amendment, and are not to be taken into consideration in interpreting this Third Amendment.

(c) **Recitals.** The recitals set forth at the beginning of this Third Amendment are true and correct, and such recitals are incorporated into and are a part of this Third Amendment.

(d) **Governing Law.** This Third Amendment and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws principles thereof that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(e) **Effect.** Upon the effectiveness of this Third Amendment, from and after the date of this Third Amendment, each reference in the Warrant to “this Warrant,” “hereunder,” “hereof,” or words of like import shall mean and be a reference to the Warrant as amended by this Third Amendment.

(f) **No Novation.** Except as expressly provided in Section I above, the execution, delivery, and effectiveness of this Third Amendment shall not (a) limit, impair, constitute a waiver of, or otherwise affect any right, power, or remedy of the Holder under the Warrant, (b) constitute a waiver of any provision in the Warrant, or (c) alter, modify, amend, or in any way affect any of the terms, conditions, obligations, covenants, or agreements contained in the Warrant, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

(g) **Counterparts.** This Third Amendment may be executed in counterparts and via facsimile or other similar electronic transmission, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company and the Holder have each caused this Third Amendment to be duly executed, manually or in facsimile, by the undersigned thereunto duly authorized.

GENERAL MOLY, INC.

By: /s/ Bruce D. Hansen

Name: Bruce D. Hansen

Title: CEO

AMER INTERNATIONAL GROUP CO., LTD.

By: /s/ Tong Zhang

Name: Tong Zhang

Title: _____