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

FORM 10-K

(Mark One)

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

For the fiscal year ended June 30, 2020

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: 000-55710

NioCorp Developments Ltd.

(Exact name of registrant as specified in its charter)

British Columbia, Canada	**98-1262185**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
7000 South Yosemite Street, Suite 115 Centennial, CO	**80112**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (855) 264-6267

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Not Applicable	Not Applicable	Not Applicable

Securities registered pursuant to section 12(g) of the Act: Common Shares, without par value

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☐ No☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes ☐ No ☒

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," and "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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

At December 31, 2019, the aggregate market value of the registrant's voting and non-voting common equity held by non-affiliates of the registrant was

$135,409,352 based on the closing sale price as reported on the Toronto Stock Exchange and the daily exchange rate as reported by the Bank of Canada for conversion of Canadian dollars into U.S. dollars. There were 238,035,090 common shares outstanding on September 16, 2020.

DOCUMENTS INCORPORATED BY REFERENCE

The registrant incorporates by reference in Part III hereof portions of its definitive proxy statement on Schedule 14A for its 2020 annual general meeting of shareholders.

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Glossary of Terms

0896800	0896800 B.C. Ltd., a wholly-owned subsidiary of the Company and 100% owner of ECRC
2017 Feasibility Study	A CIM-compliant NI 43-101 feasibility study for the Elk Creek Project, originally filed on SEDAR on August 10, 2017 and subsequently revised and filed on SEDAR on December 15, 2017
2019 Elk Creek Feasibility Study	A CIM-compliant NI 43-101 feasibility study for the Elk Creek Project filed on SEDAR on May 29, 2019 with an effective date of April 16, 2019
CAPEX	Capital expenditures
CIM	Canadian Institute of Mining and Metallurgy
Common Shares	The Common Shares, without par value, in the capital stock of NioCorp as the same are constituted on the date hereof, as traded on the TSX
COVID-19	The disease caused by a novel strain of coronavirus that the World Health Organization declared a global pandemic in March 2020
cut-off grade	The lowest grade of mineralized material that qualifies as ore in a given deposit, that is, material of the lowest assay value that is included in a resource/reserve estimate
deposit	A mineralized body which has been physically delineated by sufficient drilling, trenching, and/or underground work, and found to contain a sufficient average grade of metal or metals to warrant further exploration and/or development expenditures. Such a deposit does not qualify as a commercially mineable ore body or as containing reserves or ore, unless final legal, technical, and economic factors are resolved.
diamond drilling	A type of rotary drilling in which diamond bits are used as the rock-cutting tool to produce a recoverable drill core sample of rock for observation and analysis
Dodd-Frank Act	The United States Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010
ECRC	Elk Creek Resources Corp., a private Nebraska corporation and wholly-owned subsidiary of 0896800
Elk Creek Project	NioCorp's niobium, scandium, and titanium project located on the Elk Creek Property
Elk Creek Property	NioCorp's Carbonatite property located in Southeast Nebraska, USA on which the Elk Creek Project is located
EPA	The United States Environmental Protection Agency
Exchange Act	United States Securities Exchange Act of 1934, as amended
Ferroniobium	An iron-niobium alloy, with a niobium content of 60-70%

feasibility study	A comprehensive study of a mineral deposit in which all geological, engineering, legal, operating, economic, social, environmental, and other relevant factors are considered in sufficient detail that it could reasonably serve as the basis for a final decision by a financial institution to finance the development of the deposit for mineral production
grade	A particular quantity of metal or mineral, relative to other constituents, in a specified quantity of rock
host	A rock or mineral that is older than rocks or minerals introduced into it or formed within it
host rock	A body of rock serving as a host for other rocks or for mineral deposits, or any rock in which ore deposits occur
HSLA steel	High-strength low-alloy steel
JOBS Act	United States Jumpstart Our Business Startups Act of 2012
LoM	Life of Mine, the period from the beginning of construction to the end of mine life
Lind	Lind Asset Management IV, an entity managed by The Lind Partners, a New York based asset management firm
Lind Agreement	NioCorp's definitive convertible security funding agreement with Lind dated June 27, 2018
Mackie	Mackie Research Capital Corporation
Mark Smith	Chief Executive Officer, President, and Executive Chairman of NioCorp
mine design	A new proposed design for the underground portion of the Elk Creek Project based on detailed underground engineering conducted by Nordmin
mineral reserve	The economically and legally mineable part of a measured or indicated mineral resource demonstrated by at least a preliminary feasibility study under NI 43-101 standards or a bankable feasibility study under SEC Industry Guide 7 Standards. This study must include adequate information on mining, processing, metallurgical, economic, and other relevant factors that demonstrate, at the time of reporting, that economic extraction can be justified. A mineral reserve includes diluting materials and allowances for losses that may occur when the material is mined and processed.

mineral resource	A concentration or occurrence of natural, solid, inorganic or fossilized organic material in or on the Earth's crust in such form and quantity and of such a grade or quality that it has reasonable prospects for economic extraction. The location, quantity, grade, geological characteristics, and continuity of a mineral resource are known, estimated, or interpreted from specific geological evidence and knowledge. The term "mineral resource" covers mineralization and natural material of intrinsic economic interest which has been identified and estimated through exploration and sampling and within which mineral reserves may subsequently be defined by the consideration and application of technical, economic, legal, environmental, socio-economic, and governmental factors. The phrase "reasonable prospects for economic extraction" implies a judgment by a qualified person (as that term is defined in NI 43-101) in respect of the technical and economic factors likely to influence the prospect of economic extraction. A mineral resource is an inventory of mineralization that, under realistically assumed and justifiable technical and economic conditions, might become economically extractable. **inferred mineral resource:** Under CIM standards, an Inferred Mineral Resource is that part of a Mineral Resource for which quantity and grade or quality can be estimated on the basis of geological evidence and limited sampling and reasonably assumed, but not verified, geological and grade continuity. The estimate is based on limited information and sampling gathered through appropriate techniques from locations such as outcrops, trenches, pits, workings, and drillholes. **indicated mineral resource:** Under CIM standards, an Indicated Mineral Resource is that part of a Mineral Resource for which quantity, grade or quality, densities, shape and physical characteristics can be estimated with a level of confidence sufficient to allow the appropriate application of technical and economic parameters, to support mine planning and evaluation of the economic viability of the deposit. The estimate is based on detailed and reliable exploration and testing information gathered through appropriate techniques from locations such as outcrops, trenches, pits, workings, and drillholes that are spaced closely enough for geological and grade continuity to be reasonably assumed. **measured mineral resource:** Under CIM standards, a Measured Mineral Resource is that part of a Mineral Resource for which quantity, grade or quality, densities, shape, physical characteristics are so well established that they can be estimated with confidence sufficient to allow the appropriate application of technical and economic parameters, to support production planning and evaluation of the economic viability of the deposit. The estimate is based on detailed and reliable exploration, sampling, and testing information gathered through appropriate techniques from locations such as outcrops, trenches, pits, workings, and drillholes that are spaced closely enough to confirm both geological and grade continuity. **SEC Industry Guide 7 does not define "mineral resources" and typically mineral resources may not be disclosed in reports filed with the SEC. See "Cautionary Note to U.S. Investors Regarding Estimates of Mineral Reserves and Mineral Resources" below.**
NDEE	Nebraska Department of Environment and Energy.
NI 43-101	National Instrument 43-101 of the Canadian Securities Administrators entitled "Standards of Disclosure for Mineral Projects"

Nb or niobium	The element niobium (atomic number 41), a transition metal primarily used in the production of HSLA steel
NioCorp, we, us, our or the Company	NioCorp Developments Ltd.
NSR	Net Smelter Return, the net revenue that the owner of a mining property receives from the sale of the mine's products less transportation and refining costs
Nordmin	The Nordmin Group of Companies
Offtake Agreement	An offtake agreement is an agreement between NioCorp and a third party for the purchase and sale of products to be produced from the Elk Creek Project
OSC	Ontario Securities and Exchange Commission
OPEX	Operating expenditures
Original Smith Loan	A loan in the amount of $1.5 million with Mark Smith, dated June 17, 2015
PEA	A Preliminary Economic Assessment, as defined by NI 43-101
Sc or scandium	The element scandium (atomic number 21), a transition metal used as an alloying agent with aluminum that provides high strength and lower weight for aerospace industry components and other applications that need lightweight metals. It also is used in the electrolyte layer of solid oxide fuel cells.
SEC	United States Securities and Exchange Commission
Second Tranche Security	A convertible security issued by the Company to Lind pursuant to the Lind Agreement, under which Lind funded a total of US$5.4 million, including upfront prepaid interest
Securities Act	United States Securities Act of 1933, as amended
SEDAR	System for Electronic Document Analysis and Retrieval, the electronic filing system for the disclosure documents of issuers across Canada
SGS	SGS Canada Inc.
Smith Credit Agreement	A non-revolving credit facility agreement in the amount of $3.5 million with Mark Smith, dated January 16, 2017, as amended
SRK	SRK Consulting (US) Inc.
Ti or titanium	The element titanium (atomic number 22), a transition metal which in its oxide form is a common pigment in paper, paint, and plastic. In its metallic form, titanium is used in aerospace applications, armor, chemical processing applications, marine hardware applications, medical implants, power generation, and in sporting goods.
TSF	An engineered and lined tailings storage facility constructed as a permanent repository for wastes produced from mining and production of niobium, scandium and titanium products.

TSX	The Toronto Stock Exchange
U.S.	The United States of America
USACE	The United States Army Corps of Engineers
U.S. GAAP	United States generally accepted accounting principles
USGS	The United States Geological Service
VWAP	The volume-weighted average price of the Company's Common Shares on the TSX

SEC Industry Guide 7 Definitions

development stage	A mineral project which is undergoing preparation of an established commercially mineable deposit for its extraction but which is not yet in production. This stage occurs after completion of a feasibility study.
exploration stage	A mineral prospect which is not in either the development or production stage
mineralized material	Material that is not included in the reserve as it does not meet all of the criteria for adequate demonstration for economic or legal extraction
probable reserve	Reserves for which quantity and grade and/or quality are computed from information similar to that used for proven (measured) reserves, but the sites for inspection, sampling, and measurement are farther apart or are otherwise less adequately spaced. The degree of assurance, although lower than that for proven reserves, is high enough to assume continuity between points of observation.
production stage	A project which is actively engaged in the process of extraction and beneficiation of mineral reserves to produce a marketable metal or mineral product
proven reserve	Reserves for which (a) quantity is computed from dimensions revealed in outcrops, trenches, workings, or drillholes; grade and/or quality are computed from the results of detailed sampling and (b) the sites for inspection, sampling, and measurement are spaced so closely and the geologic character is so well defined that size, shape, depth, and mineral content of reserves are well-established.
reserve	That part of a mineral deposit which could be economically and legally extracted or produced at the time of the reserve determination. Reserves must be supported by a feasibility study done to bankable standards that demonstrates the economic extraction. "Bankable standards" implies that the confidence attached to the costs and achievements developed in the study is sufficient for a project to be eligible for external debt financing. A reserve includes adjustments to the in-situ tonnes and grade to include diluting materials and allowances for losses that might occur when the material is mined.

Metric Equivalents

For ease of reference, the following factors for converting Imperial measurements into metric equivalents are provided:

To convert from Imperial	To metric	Multiply by
Acres	Hectares	0.4047
Feet (“ft”)	Metres (“m”)	0.3048
Miles	Kilometres (“km”)	1.6093
Tons	Tonnes (“t”)	0.9072

1 mile = 1.6093 kilometers
1 acre = 0.4047 hectares
2,204.62 pounds = 1 metric tonne = 1 tonne
2000 pounds (1 short ton) = 0.9072 tonnes

Cautionary Note to U.S. Investors Regarding Mineral Reserve and Resource Estimates

The mineral resource and reserve estimates in this Annual Report on Form 10-K (this “Form 10-K”) have been prepared in accordance with the requirements of the securities laws in effect in Canada, which differ from the requirements of U.S. securities laws. The terms “mineral reserve,” “proven mineral reserve” and “probable mineral reserve” are Canadian mining terms as defined in accordance with NI 43-101 and the CIM Definition Standards on Mineral Resources and Mineral Reserves, adopted by the CIM Council, as amended. These definitions differ from the definitions in the SEC Industry Guide 7 under the Securities Act. Under SEC Industry Guide 7 standards, a “final” or “bankable” feasibility study is required to report reserves, the three-year historical average price is used in any reserve or cash flow analysis to designate reserves and the primary environmental analysis or report must be filed with the appropriate governmental authority.

In addition, the terms “mineral resource,” “measured mineral resource,” “indicated mineral resource,” and “inferred mineral resource” are defined in, and required to be disclosed by NI 43-101; however, these terms are not defined terms under SEC Industry Guide 7 and are normally not permitted to be used in reports and registration statements filed with the SEC. Investors are cautioned not to assume that all or any part of a mineral deposit in these categories will ever be converted into reserves. “Inferred mineral resources” have a great amount of uncertainty as to their existence, and great uncertainty as to their economic and legal feasibility. It cannot be assumed that all or any part of an inferred mineral resource will ever be upgraded to a higher category. Under Canadian securities laws and regulations, estimates of inferred mineral resources may not form the basis of feasibility or pre-feasibility studies, except in rare cases. Investors are cautioned not to assume that all or any part of an inferred mineral resource exists or is economically or legally mineable. Certain disclosures of the results of mining operations contained herein are permitted disclosure under Canadian regulations; however, the SEC normally only permits issuers to report mineralization that does not constitute “reserves” by SEC Industry Guide 7 standards as in place tonnage and grade without reference to unit measures.

Accordingly, information contained in this Form 10-K and the documents incorporated by reference herein contain descriptions of our mineral deposits that may not be comparable to similar information made public by U.S. companies subject to the reporting and disclosure requirements under the U.S. federal securities laws and the rules and regulations thereunder.

Currency and Exchange Rates

All dollar amounts in this Form 10-K are expressed in U.S. dollars unless otherwise indicated. The Company's accounts are maintained in U.S. dollars and the Company's financial statements are prepared in accordance with U.S. GAAP. Some of the Company's material agreements use Canadian dollars and the Company's Common Shares, as traded on the TSX, are traded in Canadian dollars. As used herein, "C$" represents Canadian dollars.

The following table sets forth the rate of exchange for the Canadian dollar, expressed in U.S. dollars in effect at the end of the periods indicated, the average of exchange rates in effect during such periods, and the high and low exchange rates during such periods based on the daily rate of exchange as reported by the Bank of Canada for conversion of Canadian dollars into U.S. dollars.

	Fiscal Year Ended June 30,		
	2020	2019	2018
Canadian Dollars to U.S. Dollars			
Rate at end of period	0.7338	0.7641	0.7594
Average rate for period	0.7453	0.7556	0.7876
High for period	0.7710	0.7811	0.8245
Low for period	0.6898	0.7330	0.7513

PART I

ITEM 1. BUSINESS

Introduction

NioCorp was incorporated under the laws of the Province of British Columbia under the Business Corporations Act (British Columbia) on February 27, 1987 under the name "IPC International Prospector Corp." On May 22, 1991, we changed our name to "Kingston Resources Ltd." On June 29, 2001, we changed our name to "Butler Developments Corp." On February 12, 2009, we changed our name to "Butler Resource Corp." On March 4, 2010, we changed our name to "Quantum Rare Earth Developments Corp." On March 4, 2013, we changed our name to "NioCorp Developments Ltd."

NioCorp is a reporting issuer in British Columbia, Alberta, Saskatchewan, Ontario, and New Brunswick. Our registered and records office is located at 595 Burrard Street, Suite 2600, Vancouver, British Columbia V7X 1L3 (ATTN: Blake, Cassels & Graydon LLP). Our principal executive office is located at 7000 South Yosemite Street, Suite 115, Centennial, Colorado 80112.

Historical Development of the Business

During 2009 and 2010, the Company commenced mineral exploration activities in the Elk Creek, Nebraska area, including negotiations with local landowners for land access agreements. The acquisition of the Elk Creek Property was closed in December 2010 and involved the purchase of all of the issued and outstanding common shares of 0859404 BC Ltd., a private British Columbia company, which in turn held 100% of the issued and outstanding shares of ECRC and was signatory to the option agreements covering the Elk Creek Property area. A new Canadian company, 0886338 BC Ltd. was formed to merge with 0859404 BC Ltd., and this merged entity was subsequently amalgamated into 0896800.

The Company commenced a field exploration program in 2011, which included verification of previous work which was completed on the Elk Creek Property in the 1970s and 1980s, re-assaying of historic drill core, an airborne geophysical survey and the completion of five new diamond drillholes. The available data for the Elk Creek Property was compiled into an updated NI 43-101 resource estimate for the Elk Creek Project, which was issued in April 2012. Additional drilling and NI 43-101 technical reports, including resource updates and PEAs, were completed and issued by the Company in 2014 and 2015.

During fiscal years 2016 and 2017, the Company focused on feasibility study development and, on June 30, 2017, we announced the completion of the 2017 Feasibility Study.

In connection with a review by the OSC, on December 15, 2017, the Company filed a revised 2017 Feasibility Study. This revised study contained no changes to any previously reported numbers or forecasted economic returns of the Elk Creek Project from those contained in the originally filed 2017 Feasibility Study.

During fiscal years 2018 through 2020, Company efforts were directed towards obtaining the financing necessary to advance the Elk Creek Project to construction and operations, and we conducted permitting, engineering and other related activities for the advancement of the Elk Creek Project. During fiscal year 2019, we received the new mine design based on detailed underground engineering conducted by Nordmin. On April 16, 2019, we announced the results of the updated underground mine design and supporting infrastructure, the results of an update to the Elk Creek Project's mineral resource and mineral reserve estimates, and the 2019 Elk Creek Feasibility Study based on the new mine design. A full NI 43-101 technical report, incorporating the results of the 2019 Elk Creek Feasibility Study, was filed on SEDAR on May 29, 2019 with an effective date of April 16, 2019. Following the issuance of the 2019 Elk Creek Feasibility Study, the Company's efforts have been focused on obtaining additional permits for the prospective operation at the Elk Creek Project, detailed engineering of the surface and underground facilities and negotiating the follow-on contracts associated with the planned construction of the surface and underground features of the project.

Information regarding the 2019 Elk Creek Feasibility Study is discussed below under Item 2., "Properties."

Emerging Growth Company Status

We qualify as an "emerging growth company" as defined in Section 101 of the JOBS Act as we do not have more than $1.07 billion in annual gross revenue and did not have such amount as of June 30, 2019, this being the last day of our most recently completed fiscal year.

We may lose our status as an emerging growth company on the last day of our fiscal year during which (i) our annual gross revenue exceeds $1.07 billion or (ii) we issue more than $1.07 billion in non-convertible debt in a three-year period. We will lose our status as an emerging growth company if at any time we are deemed to be a large accelerated filer, as defined in Rule 405 under the Exchange Act. We will lose our status as an emerging growth company on the last day of our fiscal year following the fifth anniversary of the date of our first sale of Common Shares pursuant to an effective registration statement, which is June 30, 2022.

As an emerging growth company under the JOBS Act, we have elected to opt out of the extended transition period for complying with new or revised standards pursuant to Section 107(b) of the JOBS Act. The election is irrevocable.

As an emerging growth company, we are exempt from Section 404(b) of the Sarbanes-Oxley Act of 2002 and Section 14A(a) and (b) of the Exchange Act. Such sections are described below:

- Section 404(b) of the Sarbanes-Oxley Act of 2002 requires a public company's auditor to attest to, and report on, management's assessment of its internal controls.
- Sections 14A(a) and (b) of the Exchange Act, implemented by Section 951 of the Dodd–Frank Act, require companies to hold shareholder advisory votes on executive compensation and golden parachute compensation.

As long as we qualify as an emerging growth company, we will not be required to comply with the requirements of Section 404(b) of the Sarbanes-Oxley Act of 2002 and Section 14A(a) and (b) of the Exchange Act.

Corporate Structure

The Company's business operations are conducted primarily through ECRC. The below table provides an overview of the Company's current subsidiaries and their activities.

Name	State/Province of Formation	Ownership	Business
0896800 B.C. Ltd.	British Columbia	100% by the Company	The only business of 0896800 is to hold the shares of ECRC
Elk Creek Resources Corp.	Nebraska	100% by 0896800	The business of ECRC is the development of the Elk Creek Project

Business Operations

NioCorp is a mineral exploration company engaged in the acquisition, exploration, and development of mineral properties. NioCorp, through ECRC, is developing a superalloy materials project that, if and when developed, will produce niobium, scandium, and titanium products. Known as the "Elk Creek Project," it is located near Elk Creek, Nebraska, in the southeast portion of the state.

- Niobium is used to produce various superalloys that are extensively used in high performance aircraft and jet turbines. It also is used in HSLA steel, a stronger steel used in automobiles, bridges, structural systems, buildings, pipelines, and other applications that generally enables those applications to be stronger and lighter in mass. This "lightweighting" benefit often results in environmental benefits, including reduced fuel consumption and material usage, which can result in fewer air emissions.

- Scandium can be combined with aluminum to make super-high-performance alloys with increased strength and improved corrosion resistance. Scandium also is a critical component of advanced solid oxide fuel cells, an environmentally preferred technology for high-reliability, distributed electricity generation.

- Titanium is a component of various superalloys and other applications that are used for aerospace applications, weapons systems, protective armor, medical implants and many others. It also is used in pigments for paper, paint, and plastics.

Our primary business strategy is to advance our Elk Creek Project to commercial production. We are focused on obtaining additional funds to carry out our near-term planned work programs associated with securing the project financing necessary to complete mine development and construction of the Elk Creek Project.

Competitive Business Conditions

There is aggressive competition within the minerals industry to discover and acquire mineral properties considered to have commercial potential. We compete for the opportunity to participate in promising exploration projects with other entities. In addition, we compete with others in efforts to obtain financing to acquire and explore mineral properties, acquire and utilize mineral exploration equipment, and hire qualified mineral exploration personnel. We may compete with other mining companies for mining claims in regions adjacent to our existing claims, or in other parts of the world should we dedicate resources to doing so in the future. These companies may be better capitalized than us and we may have difficulty in expanding our holdings through the staking or acquisition of additional mining claims or other mineral tenures.

In competing for qualified mineral exploration personnel, we may be required to pay compensation or benefits relatively higher than those paid in the past, and the availability of qualified personnel may be limited in high-demand mining periods, such as was the case in past years when the price of gold and other metals was higher than it is now.

Specialized Skill and Knowledge

The Company's ability to continue to progress the Elk Creek Project will depend on its ability to attract and retain individuals with (among other skills) financial, administrative, engineering, geological and mining skills, and knowledge of our industry and targeted markets. Much of the necessary specialized skills and knowledge required by the Company as a mineral exploration company are available from the Company's current management team and Board of Directors. The Company retains outside consultants if additional specialized skills and knowledge are required.

Cycles

The mining business is subject to mineral price cycles. The marketability of minerals and mineral concentrates is also affected by worldwide economic cycles. At the present time, weak demand for some minerals in many countries is suppressing commodity prices, although it is difficult to assess how long such trends may continue. Fluctuations in supply and demand in various regions throughout the world are common.

The following table sets forth commodity prices for the last five calendar years for the ferroniobium, scandium trioxide and titanium dioxide products the Company anticipates extracting from its Elk Creek Project. These pricing surveys may not be representative of the pricing that the Company anticipates achieving for its products once commercial production begins from its Elk Creek Project.

Year	Ferroniobium U.S. Import Price ($/kg-Nb)[1]	Scandium Trioxide U.S. Price ($/kg)[2]	Titanium Dioxide U.S. Price ($/kg)[3]
2019	$39	$3,900	$1.10
2018	38	4,600	1.03
2017	37	4,600	0.74
2016	41	4,600	0.74
2015	43	5,100	0.84

(1) Source: Argus Metal Prices, average annual ending price, 2019. Ferro-niobium 65% Niobium content, FOB U.S. warehouse.
(2) Source: USGS Mineral Commodity Summary, 2020. scandium trioxide, 99.99% purity, 5-kilogram lot size.
(3) Source: USGS Mineral Commodity Summary, 2020. Rutile mineral concentrate, bulk, minimum 95% Titanium Dioxide, f.o.b. Australia.

As NioCorp's mining and exploration business is in the exploration stage, and NioCorp has not yet generated any revenue from the operation of the Elk Creek Project, it is not currently significantly affected by changes in commodity demand and prices, except to the extent that same impact the availability of capital for mineral exploration and development projects. As it does not carry on production activities, NioCorp's ability to fund ongoing exploration is affected by the availability of financing, which is, in turn, affected by the strength of the economy and other general economic factors.

Economic Dependence

Other than land and mineral right option agreements and the Offtake Agreements, NioCorp's business is not substantially dependent on any contract such as a contract to sell the major part of its product or services or to purchase the major part of its requirements for goods, services or its raw materials, or any franchise or license or other agreement to use a patent, formula, trade secret, process or trade name upon which its business depends.

Government Regulation

The exploration and development of a mining prospect is subject to regulation by a number of federal and state government authorities. These include the EPA and the USACE as well as the various state and local environmental protection agencies. The regulations address many environmental issues relating to air, soil, and water contamination, and apply to many mining related activities including exploration, mine construction, mineral extraction, ore milling, water use, waste disposal, and use of toxic substances. In addition, we are subject to regulations relating to labor standards, occupational health and safety, mine safety, general land use, export of minerals, and taxation. Many of the regulations require permits or licenses to be obtained, the absence of which and/or inability to obtain such permits or licenses will adversely affect our ability to conduct our exploration, development, and operation activities. The failure to comply with the regulations and terms of permits and licenses may result in fines or other penalties or in revocation of a permit or license or loss of a prospect.

General

While none of the lands on which the Elk Creek Project is proposed to be built are owned by the U.S. Government, mining rights are governed by the General Mining Law of 1872, as amended, which allows for the location of mining claims on certain federal lands upon the discovery of a valuable mineral deposit and compliance with location requirements. The exploration of mining properties and development and operation of mines is governed by both federal and state laws. Federal laws that govern mining claim location and maintenance and mining operations on federal lands are generally administered by the Bureau of Land Management. Additional federal laws, governing mine safety and health, also apply. State laws also require various permits and approvals before exploration, development or production operations can begin. Among other things, a reclamation plan must typically be prepared and approved, with financial assurance provided in the amount of projected reclamation costs. The financial assurance is used to ensure that proper reclamation takes place and will not be released until that time. Local jurisdictions may also impose permitting requirements, such as conditional use permits or zoning approvals.

Environmental Regulation

Our mineral projects are subject to various federal, state and local laws and regulations governing protection of the environment. These laws are continually changing and, in general, are becoming more restrictive. The development, operation, closure, and reclamation of mining projects in the U.S. requires numerous notifications, permits, authorizations, and public agency decisions. Compliance with environmental and related laws and regulations requires us to obtain permits issued by regulatory agencies and to file various reports and keep records of our operations. Certain of these permits require periodic renewal or review of their conditions and may be subject to a public review process during which opposition to our proposed operations may be encountered. We are currently operating under various permits for activities connected to mineral exploration, reclamation, and environmental considerations. Our policy is to conduct business in a way that safeguards public health and the environment. We believe that our operations are conducted in material compliance with applicable laws and regulations.

Changes to current local, state, or federal laws and regulations in the jurisdictions where we operate could require additional capital expenditures and increased operating and/or reclamation costs. Although we are unable to predict what additional legislation, if any, might be proposed or enacted, additional regulatory requirements could impact the economics of our projects.

Environmental Regulation - U.S. Federal Laws

The Comprehensive Environmental, Response, Compensation, and Liability Act ("CERCLA"), and comparable state statutes, impose strict, joint, and several liability on current and former owners and operators of sites and on persons who disposed of or arranged for the disposal of hazardous substances found at such sites. It is not uncommon for the government to file claims requiring clean-up actions and/or demands for reimbursement for government-incurred clean-up costs or natural resource damages. It is also not uncommon for neighboring landowners and other third parties to file claims for personal injury and property damage allegedly caused by hazardous substances released into the environment. The Federal Resource Conservation and Recovery Act ("RCRA"), and comparable state statutes, govern the disposal of solid waste and hazardous waste and authorize the imposition of substantial fines and penalties for noncompliance, as well as requirements for corrective actions. CERCLA, RCRA, and comparable state statutes can impose liability for clean-up of sites and disposal of substances found on exploration, mining and processing sites long after activities on such sites have been completed.

The Clean Air Act, as amended ("CAA"), restricts the emission of air pollutants from many sources, including mining and processing activities. Any future mining operations by the Company may produce air emissions, including fugitive dust and other air pollutants from stationary equipment, storage facilities, and the use of mobile sources such as trucks and heavy construction equipment, which are subject to review, monitoring and/or control requirements under the CAA and state air quality laws. New facilities may be required to obtain permits before work can begin, and existing facilities may be required to incur capital costs in order to remain in compliance. In addition, permitting rules may impose limitations on our production levels or result in additional capital expenditures in order to comply with the rules.

The National Environmental Policy Act ("NEPA") requires federal agencies to integrate environmental considerations into their decision-making processes by evaluating the environmental impacts of their proposed actions, including issuance of permits to mining facilities and assessing alternatives to those actions. If a proposed action could significantly affect the environment, the agency must prepare either a detailed statement known as an Environmental Impact Statement ("EIS") or a less detailed statement known as an Environmental Assessment ("EA"). The EPA, other federal agencies, and any interested third parties can review and comment on the scope of the EIS or EA and the adequacy of any findings set forth in the draft and final EIS or EA. This process can cause delays in issuance of required permits or result in changes to a project to mitigate its potential environmental impacts, which can in turn impact the economic feasibility of a proposed project.

The Clean Water Act ("CWA"), and comparable state statutes, impose restrictions and controls on the discharge of pollutants into waters of the U.S. The discharge of pollutants into regulated waters is prohibited, except in accordance with the terms of a permit issued by the EPA or an analogous state agency. The CWA regulates storm water from mining facilities and requires a storm water discharge permit or Stormwater Pollution Prevention Plan for certain activities. Such a permit requires the regulated facility to monitor and sample storm water run-off from its operations. The CWA and regulations implemented thereunder also prohibit discharges of dredged and fill material in wetlands and other waters of the U.S. unless authorized by an appropriately issued permit. The CWA and comparable state statutes provide for civil, criminal, and administrative penalties for unauthorized discharges of pollutants, and impose liability on parties responsible for those discharges for the costs of cleaning up any environmental damage caused by the release and for natural resource damages resulting from the release.

The Safe Drinking Water Act ("SDWA") and the Underground Injection Control ("UIC") program promulgated thereunder, regulate the drilling and operation of subsurface injection wells. The EPA directly administers the UIC program in some states and in others the responsibility for the program has been delegated to the state. The program requires that a permit be obtained before drilling a disposal or injection well. Violation of these regulations and/or contamination of groundwater by mining-related activities may result in fines, penalties, and remediation costs, among other sanctions and liabilities under the SDWA and state laws. In addition, third-party claims may be filed by landowners and other parties claiming damages for alternative water supplies, property damages, and bodily injury.

Environmental Regulation − Nebraska

Nebraska has a well-developed set of environmental regulations and responsible agencies but does not have clearly defined regulations with respect to permitting mines. As such, review of the project and the issuance of permits by Nebraska agencies and regulatory bodies could potentially impact the total time to market for our Elk Creek Project. Other Nebraska regulations govern operating and design standards for the construction and operation of any source of air emissions and landfill operations. Any changes to these laws and regulations could have an adverse impact on our financial performance and results of operations by, for example, requiring changes to operating conditions, technical criteria, fees, or surety requirements. The most stringent permit related to air quality is known as a Prevention of Significant Deterioration ("PSD") Permit, which requires the applicant to demonstrate compliance with National Ambient Air Quality Standards ("NAAQS") and Best Available Control Technology ("BACT") for the control of air emissions. If the facility exceeds the potential to emit thresholds for such a permit and is thus subject to PSD requirements, permanent construction at the project site may not begin until the responsible agency issues the PSD Permit. For facilities in Nebraska with potential emissions below PSD thresholds, a state air construction permit is needed. The state permit also requires a demonstration of compliance with NAAQS but does not require a BACT demonstration and further allows construction at a subject facility to proceed ahead of permit issuance through an established variance process.

Employees

As of September 16, 2020, we employed nine (9) full-time employees and one (1) part-time employee.

Forward-Looking Statements

Certain statements contained in this Form 10-K (including information incorporated by reference herein) are "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act, and are intended to be covered by the safe harbor provided for under these sections. All statements, other than statements of historical facts, included herein concerning, among other things, planned capital expenditures, future cash flows and borrowings, pursuit of potential acquisition opportunities, our financial position, business strategy and other plans and objectives for future operations, future exploration activities, future mineral resource estimates, and future joint venture arrangements are forward-looking statements. These forward-looking statements are identified by their use of terms and phrases such as "may," "expect," "estimate," "project," "plan," "believe," "intend," "achievable," "anticipate," "will," "continue," "potential," "should," "could," and similar terms and phrases.

Any statements that express or involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions, or future events or performance (often, but not always, using words or phrases such as "expects" or "does not expect," "is expected," "anticipates" or "does not anticipate," "plans," "estimates" or "intends," or stating that certain actions, events or results "may," "could," "would," "might," or "will" be taken, occur, or be achieved) are not statements of historical fact and may be forward-looking statements. Forward-looking statements are subject to a variety of known and unknown risks, uncertainties, and other factors that could cause actual events or results to differ from those expressed or implied by the forward-looking statements, including, without limitation:

- risks related to our ability to operate as a going concern;
- risks related to our requirement of significant additional capital;
- risks related to our limited operating history;
- risks related to changes in economic valuations of the Elk Creek Project, such as net present value calculations, changes or disruptions in the securities markets;
- risks related to our history of losses;
- risks related to cost increases for our exploration and, if warranted, development projects;
- risks related to feasibility study results;
- risks related to mineral exploration and production activities;
- risks related to our lack of mineral production from our properties;
- risks related to the results of our metallurgical testing;
- risks related to the price volatility of commodities;

- risks related to estimates of mineral resources and reserves;
- risks related to changes in mineral resource and reserve estimates;
- risks related to differences in U.S. and Canadian reserve and resource reporting;
- risks related to our exploration activities being unsuccessful;
- risks related to our ability to obtain permits and licenses for production;
- risks related to government and environmental regulations that may increase our costs of doing business or restrict our operations;
- risks related to proposed legislation that may significantly affect the mining industry;
- risks related to land reclamation requirements;
- risks related to competition in the mining industry;
- risks related to the management of the water balance at our Elk Creek Project;
- risks related to equipment and supply shortages;
- risks related to current and future joint ventures and partnerships;
- risks related to our ability to attract qualified management;
- risks related to the ability to enforce judgment against certain of our Directors;
- risks related to claims on the title to our properties;
- risks related to surface access on our properties;
- risks related to potential future litigation;
- risks related to our lack of insurance covering all our operations;
- risks related to the need for resilience in the face of potential impacts from climate change;
- risks related to a disruption in, or failure of, our information technology ("IT") systems, including those related to cybersecurity;
- risks related to covenants contained in agreements with our secured creditors that may affect our assets;
- risks related to the extent to which our level of indebtedness may impair our ability to obtain additional financing;
- risks related to our status as a "passive foreign investment company" under the U.S. Internal Revenue Code of 1986, as amended;
- risks related to our Common Shares, including price volatility, lack of dividend payments, dilution and penny stock rules;
- risks related to our status as an "emerging growth company" and the impact of related reduced reporting requirements on our ability to attract investors; and
- risks related to the effects of the COVID-19 pandemic on our business plans, financial condition and liquidity.

This list is not exhaustive of the factors that may affect our forward-looking statements. Some of the important risks and uncertainties that could affect forward-looking statements are described further under the Item 1A., – "Risk Factors," below. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those anticipated, believed, estimated, or expected. We caution readers not to place undue reliance on any such forward-looking statements, which speak only as of the date made. We disclaim any obligation subsequently to revise any forward-looking statements to reflect events or circumstances after the date of such statements or to reflect the occurrence of anticipated or unanticipated events, except as required by law.

Available Information

We maintain a website at http://www.niocorp.com. Our Common Shares are currently registered under Section 12(g) of the Exchange Act, and we are currently required to file reports on Forms 10-K, 10-Q or 8-K. Our Annual Report on Form 10-K (which includes our audited financial statements), Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to reports filed or furnished pursuant to Sections 13(a) and 15(d) of the Exchange Act, are available on our website, free of charge, as soon as reasonably practicable after we electronically file such reports with, or furnish those reports to, the SEC. The SEC maintains an internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC (http://www.sec.gov). We do not intend to send security holders a printed version of our Annual Report as it will be available online.

We maintain a Code of Business Conduct and Ethics for Directors, Officers and Employees ("Code of Conduct"). A copy of our Code of Conduct may be found on our website in the "About Us" section under the main title "Corporate Governance." Our Code of Conduct contains information regarding whistleblower procedures.

We are not including the information contained on or accessible through our website or the SEC's website as a part of, or incorporating it by reference into, this Form 10-K.

ITEM 1A. RISK FACTORS

Our business activities are subject to significant risks, including those described below. You should carefully consider these risks. If any of the described risks actually occurs, our business, financial position and results of operations could be materially adversely affected. Such risks are not the only ones we face and additional risks and uncertainties not presently known to us or that we currently deem immaterial may also affect our business. This report contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in the forward-looking statements as a result of a number of factors, including the risks described below. See "Forward-Looking Statements" under Item 1., "Business."

Risks Related to Our Business

Our ability to operate as a going concern is in doubt.

The audit opinion and notes that accompany our financial statements for the year ended June 30, 2020, disclose that substantial doubt exists as to our ability to continue as a going concern. The financial statements included in this Form 10-K have been prepared under the assumption that we will continue as a going concern. We are an exploration stage company and we have incurred losses since our inception.

We currently have no historical recurring source of revenue and our ability to continue as a going concern is dependent on our ability to raise capital to fund our future exploration and working capital requirements or our ability to profitably execute our business plan. Our plans for the long-term return to and continuation as a going concern include financing our future operations through sales of our Common Shares and/or debt and the potential profitable exploitation of our Elk Creek Project. Additionally, capital markets and general economic conditions in the U.S. and Canada may impose significant obstacles to raising the required funds. These factors raise substantial doubt about our ability to continue as a going concern.

We will require significant additional capital to fund our business plan.

We will be required to expend significant funds to develop our existing properties and to identify and acquire additional properties to diversify our property portfolio. We anticipate that we will be required to make substantial capital expenditures for the development of our Elk Creek Project.

As of June 30, 2020, the Company had cash of $0.3 million and a working capital deficit of $7.7 million, compared to cash of $0.4 million and working capital deficit of $4.8 million on June 30, 2019.

As of June 30, 2020, the Company's current planned operational needs were approximately $11.0 million through the end of fiscal 2021. From the date of this Form 10-K, we anticipate that we may need to raise approximately $9.5 million - $10.3 million to continue planned operations for the next twelve months. This estimate is net of C$1.5 million received from warrant exercises subsequent to June 30, 2020. This represents general overhead costs, expected costs relating to securing financing necessary for the Elk Creek Project, satisfying outstanding accounts payable, and potential retirement of our short-term debt obligations. Access to additional funds will be utilized to further advance the Elk Creek Project through substantive near-term milestones.

We are actively pursuing such additional sources of debt and equity financing, and while we have been successful in doing so in the past, there can be no assurance we will be able to do so in the future.

Our ability to obtain necessary funding for these purposes, in turn, depends upon a number of factors, including the status of the national and worldwide economy and the price of the products we intend to produce. We may not be successful in obtaining the required financing or, if we can obtain such financing, such financing may not be on terms that are favorable to us.

Our inability to access sufficient capital for our operations could have a material adverse effect on our financial condition, results of operations, or prospects. Sales of substantial amounts of securities may have a highly dilutive effect on our ownership or share structure. Sales of a large number of Common Shares in the public markets, or the potential for such sales, could decrease the trading price of the Common Shares and could impair our ability to raise capital through future sales of Common Shares. We have not yet commenced commercial production at any of our properties and, as such, have not generated positive cash flows to date and have no reasonable prospects of doing so unless successful commercial production can be achieved at our Elk Creek Project. We expect to continue to incur negative investing and operating cash flows until such time as we enter into successful commercial production. This will require us to deploy our working capital to fund such negative cash flow and to seek additional sources of financing. There is no assurance that any such financing sources will be available or sufficient to meet our requirements. There is no assurance that we will be able to continue to raise equity capital or to secure additional debt financing, or that we will not continue to incur losses.

We have a limited operating history on which to base an evaluation of our business and prospects.

Since our inception, we have had no revenue from operations. We have no history of producing products from any of our properties. Our Elk Creek Project is in the exploration stage. Advancing our Elk Creek Project from exploration into the development stage will require significant capital and time, and successful commercial production from the Elk Creek Property will be subject to permitting and construction of the mine, processing plants, roads, and other related works and infrastructure. As a result, we are subject to all of the risks associated with developing and establishing new mining operations and business enterprises including:

- the timing and cost, which can be considerable, of further exploration, preparing feasibility studies, permitting, engineering and construction of infrastructure, mining, and processing facilities;
- the availability and costs of drilling equipment, exploration personnel, skilled labor, and mining and processing equipment, if required;
- the availability and cost of appropriate smelting and/or refining arrangements, if required;
- compliance with environmental and other governmental approval and permit requirements;
- the availability of funds to finance exploration, development, permitting, and construction activities, as warranted;
- potential opposition from non-governmental organizations, local groups, or local residents that may delay or prevent development activities;
- potential increases in exploration, construction, and operating costs due to changes in the cost of fuel, power, materials, and supplies; and
- potential shortages of mining, mineral processing, hydrometallurgical, pyrometallurgical, construction, and other facilities-related supplies.

The costs, timing, and complexities of exploration, development, engineering and construction activities may be increased by the location of our properties and competition from other mineral exploration and mining companies. It is common for exploration companies to experience unexpected problems and delays during development, if commenced, including engineering, procurement, construction, commissioning and ramp-up. Accordingly, our activities may not result in profitable operations and we may not succeed in establishing operations or profitably producing products at any of our current or future properties, including our Elk Creek Project.

We have a history of losses and expect to continue to incur losses in the future.

We have incurred losses since inception, have negative cash flow from operating activities, and expect to continue to incur losses in the future. We incurred the following losses from operations during each of the following periods ($000):

- $4,001 for the year ended June 30, 2020;
- $7,336 for the year ended June 30, 2019; and
- $8,497 for the year ended June 30, 2018.

We expect to continue to incur losses unless and until such time as one of our properties enters into commercial production and generates sufficient revenues to fund continuing operations. We recognize that if we are unable to generate significant revenues from operations and dispositions of our properties, we will not be able to earn profits or continue operations. At this early stage of our operation, we also expect to face the risks, uncertainties, expenses, and difficulties frequently encountered by companies at the start-up stage of their business development. We cannot be sure that we will be successful in addressing these risks and uncertainties and our failure to do so could have a materially adverse effect on our financial condition.

Increased costs could affect our financial condition.

We anticipate that costs at our projects that we may explore or develop will frequently be subject to variation from one year to the next due to a number of factors, such as changing ore grade, metallurgical performance, and revisions to mine plans, if any, in response to the physical shape and location of the ore body. In addition, costs are affected by the price of commodities such as fuel, steel, aluminum, iron, chemicals, natural gas, fresh water, electricity, and government actions such as tariffs. Such commodities are at times subject to volatile price movements, including increases that could make production at certain operations less profitable or not profitable at all. A material increase in costs at any significant location could have a significant effect on our profitability.

Risks Related to Mining and Exploration

Feasibility study results are based on assumptions that are subject to uncertainty and the estimates may not reflect actual capital and operating costs and potential revenues from any potential future production.

Feasibility studies, including the 2019 Elk Creek Feasibility Study, are used to determine the economic viability of a mineral deposit, including estimated capital and operating costs. Generally accepted levels of confidence in the mining industry are plus or minus 15% for feasibility studies. These levels reflect the levels of confidence that exist at the time the study is completed. While these studies are based on the best information available to us for the level of study, we cannot be certain that actual costs will not significantly exceed the estimated cost. While we incorporate what we believe is an appropriate contingency factor in cost estimates to account for this uncertainty, there can be no assurance that the contingency factor is adequate.

The nature of mineral exploration and production activities involves a high degree of risk and the possibility of uninsured losses.

Exploration for and the production of minerals is highly speculative and involves much greater risk than many other businesses. Most exploration programs do not result in the discovery of mineralization, and any mineralization discovered may not be of sufficient quantity or quality to be profitably mined. Our operations are, and any future development or mining operations we may conduct will be, subject to all of the operating hazards and risks normally incident to exploring for and developing mineral properties, such as, but not limited to:

- economically insufficient mineralized material;
- fluctuation in production costs that make production uneconomical;
- labor disputes;
- unanticipated variations in grade and other geologic problems;
- environmental hazards;
- water conditions;
- difficult surface or underground conditions;
- industrial accidents;
- metallurgical, pyrometallurgical, and other processing problems;
- mechanical and equipment performance problems;
- failure of dams, stockpiles, wastewater transportation systems, or impoundments;
- unusual or unexpected rock formations; and
- personal injury, fire, flooding, cave-ins, and landslides.

Any of these risks can materially and adversely affect, among other things, the development of properties, production quantities and rates, costs and expenditures, potential revenues, and production dates. We currently have very limited insurance to guard against some of these risks. If we determine that capitalized costs associated with any of our mineral interests are not likely to be recovered, we would incur a write-down of our investment in these interests. All of these factors may result in losses in relation to amounts spent that are not recoverable, or that result in additional expenses.

We have no history of producing commercial products from our current mineral properties and there can be no assurance that we will successfully establish mining operations or profitably produce minerals.

We have no history of producing commercial products from our current mineral properties. We do not produce commercial products and do not currently generate operating earnings. While we seek to move our Elk Creek Project out of exploration and into development and production, such efforts will be subject to all of the risks associated with establishing new mining operations and business enterprises, including:

- the timing and cost, which are considerable, of the construction of mining and processing facilities;
- the availability and costs of skilled labor and equipment;
- compliance with environmental and other governmental approval and permit requirements;
- the availability of funds to finance construction and development activities;
- potential opposition from non-governmental organizations, local groups, or local residents that may delay or prevent development activities; and
- potential increases in construction and operating costs due to changes in the cost and availability of labor, fuel, power, materials, equipment and supplies, and the time elapsed since the most recent estimates of cost and availability were made.

It is common in new mining and processing operations to experience unexpected problems and delays during engineering, procurement, construction, commissioning, and start-up. In addition, our management and workforce will need to be expanded, and sufficient housing and other support systems for our workforce will have to be established. This could result in delays in the commencement of production and increased costs of production. Accordingly, we cannot assure you that our activities will result in profitable operations or that we will successfully establish mining and processing operations.

Results of metallurgical testing by us may not be favorable to, or as expected by, us.

We have completed significant bench, mini-pilot, and pilot scale metallurgical testing on material from the Elk Creek Project and will continue to complete necessary metallurgical testing at the bench, mini-pilot, and pilot scale as the exploration and, if warranted, development of the Elk Creek Project progresses. There can be no assurance that the results of such metallurgical testing will be favorable to, or will be as expected by, us. Furthermore, there can be no certainty that metallurgical recoveries obtained in bench or pilot scale tests will be achieved in either subsequent testing or commercial operations. The development of a complete metallurgical process to produce saleable final products from the Elk Creek Project is a complex and resource-intensive undertaking that may result in overall schedule delays and increased project costs for us.

Price volatility could have dramatic effects on our results of operations and our ability to execute our business plan.

The price of commodities varies on a daily basis. Niobium is a specialty metal and not a commonly traded commodity such as copper, zinc, gold, or iron ore. The price of niobium tends to be set through a limited long-term offtake market, contracted between very few suppliers and purchasers. The world's largest supplier of niobium, Companhia Brasileira de Metalurgia e Mineração, supplies approximately 85% of the world's niobium. Any attempt to suppress the price of niobium by such supplier, or an increase in production by any supplier in excess of any increased demand, would have negative consequences on the price of niobium and, potentially, on our value. The price of niobium may also be reduced by the discovery of new niobium deposits, which could not only increase the overall supply of niobium (causing downward pressure on its price) but could draw new firms into the niobium industry that would compete with us.

Scandium trioxide is used in solid oxide fuel cells and has the potential to become a valuable alloy with aluminum in the aerospace and automotive industries. Supply of scandium has been sporadic in recent years, and there are no primary scandium mines in the world at present. Production primarily occurs as a by-product from existing metallurgical plants, primarily in Russia, the Philippines, and China. Our management believes the Elk Creek Project would significantly increase the world's supply of scandium trioxide. Although the Company's market studies indicate a positive outlook for demand, there is no assurance at present that the Company could sell all of its production. In addition, the sale of scandium represents a significant portion of the Elk Creek Project revenue; achieving the revenue projected in the Company's studies is subject to market growth in scandium, which is a developing market with a risk of oversupply and/or undersupply disrupting pricing.

Titanium metal is used in various superalloys and other applications for aerospace applications, armor, and medical implants, and in oxide form is a key component of pigments used in paper, paint, and plastics. The Elk Creek Project would produce a small quantity of titanium dioxide relative to other producers. As a small producer, we would be subject to fluctuations in the price of titanium dioxide that would result from normal variations in supply and demand for this commodity.

Estimates of mineralized material and resources are subject to evaluation uncertainties that could result in project failure.

Our exploration and future mining operations, if any, are and would be faced with risks associated with being able to accurately predict the quantity and quality of mineralized material and resources/reserves within the earth using statistical sampling techniques. Estimates of any mineralized material or resources/reserves on any of our properties would be made using samples obtained from appropriately placed trenches, test pits, underground workings, and intelligently designed drilling. There is an inherent variability of assays between check and duplicate samples taken adjacent to each other and between sampling points that cannot be reasonably eliminated. Additionally, there also may be unknown geologic details that have not been identified or correctly appreciated at the current level of accumulated knowledge about our properties. This could result in uncertainties that cannot be reasonably eliminated from the process of estimating mineralized material and resources/reserves. If these estimates were to prove to be unreliable, we could implement an exploitation plan that may not lead to commercially viable operations in the future.

Any material changes in mineral resource/reserve estimates and grades of mineralization will affect the economic viability of placing a property into production and a property's return on capital.

Except for the 2019 Elk Creek Feasibility Study, we have not completed feasibility studies on any of our properties and have not commenced actual production. As a result, mineralization resource/reserve estimates may require adjustments or downward revisions. In addition, the grade of ore ultimately mined, if any, may differ from that indicated by our feasibility studies and drill results. Minerals recovered in small scale tests may not be duplicated in large scale tests under on-site conditions or at commercial production scale.

The resource/reserve estimates included in the 2019 Elk Creek Feasibility Study and contained in this Form 10-K have been determined based on assumed future prices, cut-off grades, and operating costs that may prove to be inaccurate. Extended declines in market prices for our products may render portions of our mineralization and resource/reserve estimates uneconomic and may result in reduced reported mineralization or may adversely affect any commercial viability determinations we may reach. Any material reductions in estimates of mineralization, or of our ability to extract this mineralization, could have a material adverse effect on our Common Share price and on the value of our properties.

There are differences in U.S. and Canadian practices for reporting reserves and resources.

Our reserve and resource estimates are not directly comparable to those made in filings subject to SEC reporting and disclosure requirements, as we generally report reserves and resources in accordance with Canadian requirements. These requirements are different from the practices used to report reserve and resource estimates in reports and other materials filed with the SEC. It is Canadian practice to report measured, indicated, and inferred mineral resources, which are generally not permitted in disclosure filed with the SEC by U.S. issuers. In the U.S., mineralization may not be classified as a "reserve" unless the determination has been made that the mineralization could be economically and legally produced or extracted at the time the reserve determination is made. Further, "inferred mineral resources" have a great amount of uncertainty as to their existence and as to whether they can be mined legally or economically. **Readers of this Form 10-K are cautioned not to assume that all or any part of measured or indicated mineral resources will ever be converted into reserves recognized under the SEC's Industry Guide 7 reporting requirements.**

Accordingly, information concerning descriptions of mineralization, reserves and resources contained in this Form 10-K, or in the documents incorporated herein by reference, may not be comparable to information made public by other U.S. companies subject to the reporting and disclosure requirements of the SEC.

Our exploration activities on our properties may not be commercially successful, which could lead us to abandon our plans to develop our properties and our investments in exploration.

Our long-term success depends on our ability to identify mineral deposits on our existing properties and other properties we may acquire, if any, that we can then develop into commercially viable operations. Mineral exploration is highly speculative in nature, involves many risks, and is frequently non-productive. These risks include unusual or unexpected geologic formations, and the inability to obtain suitable or adequate machinery, equipment, or labor. The success of commodity exploration is determined in part by the following factors:

- the identification of potential mineralization based on surficial analysis;
- availability of government-granted exploration permits;
- the quality of our management and our geological and technical expertise; and
- the capital available for exploration and development work.

Substantial expenditures are required to establish proven and probable reserves through drilling and analysis, to develop metallurgical processes to extract metal, and to develop the mining and processing facilities and infrastructure at any site chosen for mining. Whether a mineral deposit will be commercially viable depends on a number of factors that include, without limitation, the particular attributes of the deposit, such as size, grade, and proximity to infrastructure; commodity prices, which can fluctuate widely; and government regulations, including, without limitation, regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals, and environmental protection. We may invest significant capital and resources in exploration activities and may abandon such investments if we are unable to identify commercially exploitable mineral reserves. The decision to abandon a project may have an adverse effect on the market value of our securities and the ability to raise future financing.

We may not be able to obtain or renew all required permits and licenses to place any of our properties into production.

Our current and future operations, including development activities and commencement of production, if warranted, on the Elk Creek Project, require permits from governmental authorities and such operations are and will be governed by laws and regulations governing prospecting, development, mining, production, exports, taxes, labor standards, occupational health, waste disposal, toxic substances, land use, environmental protection, mine safety, and other matters. Companies engaged in mineral property exploration and the development or operation of mines and related facilities generally experience increased costs, as well as delays in production and other schedules as a result of the need to comply with applicable laws, regulations, and permits. We cannot predict if all permits that we may require for continued exploration, development, or construction of mining facilities and conduct of mining operations will be obtainable or renewable on reasonable terms, if at all. Costs related to applying for and obtaining permits and licenses may be prohibitive and could delay our planned exploration and development activities. Failure to comply with applicable laws, regulations, and permitting requirements may result in enforcement actions, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or remedial actions.

Facilities associated with the Elk Creek Project, such as the mine, surface plant, tailings facilities, stockpiles and supporting infrastructure, are likely to either temporarily or permanently impact waterbodies and wetlands that are subject to regulation by the USACE as Waters of the United States ("WOUS"). We believe that we have obtained the necessary USACE permits to construct the project, but changes to the design or layout of the facility may trigger the USACE to require us to obtain and maintain additional permits for the Elk Creek Project. The duration of this permitting exercise is dictated by the USACE and would need to be completed before facilities that would impact WOUS could be constructed. We may experience delays or additional costs in relation to obtaining the necessary permits and these delays and additional costs could negatively affect the economics of the Elk Creek Project and our results of operations.

Parties engaged in mining operations may be required to compensate those suffering loss or damage by reason of the mining activities and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations. Amendments to current laws, regulations, and permits governing operations and activities of mining companies, or more stringent implementation thereof, could have a material adverse impact on our operations and cause increases in capital expenditures or production costs or reduction in levels of production at producing properties or require abandonment or delays in development of new mining properties.

We are subject to significant governmental regulations that affect our operations and costs of conducting our business.

Our current and future operations, including exploration and, if warranted, development of the Elk Creek Project, are and will be governed by laws and regulations, including:

- laws and regulations governing mineral concession acquisition, prospecting, development, mining, and production;
- laws and regulations related to exports, taxes, and fees;
- labor standards and regulations related to occupational health and mine safety; and
- environmental standards and regulations related to waste disposal, toxic substances, land use reclamation, and environmental protection.

Companies engaged in exploration activities often experience increased costs and delays in production and other schedules as a result of the need to comply with applicable laws, regulations, and permits. Failure to comply with applicable laws, regulations, and permits may result in enforcement actions, including the forfeiture of mineral claims or other mineral tenures, orders issued by regulatory or judicial authorities requiring operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or costly remedial actions. We may be required to compensate those suffering loss or damage by reason of our mineral exploration activities and may have civil or criminal fines or penalties imposed for violations of such laws, regulations, and permits.

Existing and possible future laws, regulations, and permits governing operations and activities of exploration companies, or more stringent implementation, could have a material adverse impact on our business and cause increases in capital expenditures or require abandonment or delays in exploration. Our Elk Creek Project is located in Nebraska, and while the State does have a comprehensive and modern set of environmental regulations, it does not have specific regulations with respect to permitting or reclaiming mines which could potentially impact the total time to market for the project.

Our activities are subject to environmental laws and regulations that may increase our costs of doing business and restrict our operations.

All phases of our operations are subject to environmental regulation in the jurisdictions in which we operate. Environmental legislation is evolving in a manner that may require stricter standards and enforcement, increased fines and penalties for non-compliance, more stringent environmental assessments of proposed projects, and a heightened degree of responsibility for companies and their officers, directors, and employees. These laws address emissions into the air, discharges into water, management of waste, management of hazardous substances, protection of natural resources, antiquities and endangered species, and reclamation of lands disturbed by mining operations. Compliance with environmental laws and regulations, and future changes in these laws and regulations, may require significant capital outlays and may cause material changes or delays in our operations and future activities. It is possible that future changes in these laws or regulations could have a significant adverse impact on our properties or some portion of our business, causing us to re-evaluate those activities at that time.

Regulations and pending legislation governing issues involving climate change could result in increased operating costs, which could have a material adverse effect on our business.

A number of governments or governmental bodies have introduced or are contemplating legislative and/or regulatory changes in response to concerns about the potential impact of climate change. Legislation and increased regulation regarding climate change could impose significant costs on us, on our future venture partners, if any, and on our suppliers, including costs related to increased energy requirements, capital equipment, environmental monitoring and reporting, and other costs necessary to comply with such regulations. Any adopted future climate change regulations could also negatively impact our ability to compete with companies situated in areas not subject to such limitations. Given the emotion, political significance, and uncertainty surrounding the impact of climate change and how it should be dealt with, we cannot predict how legislation and regulation will affect our financial condition, operating performance, and ability to compete. Furthermore, even without such regulation, increased awareness and any adverse publicity in the global marketplace about potential impacts on climate change by us or other companies in our industry could harm our reputation. The potential physical impacts of climate change on our operations are highly uncertain and could be particular to the geographic circumstances in areas in which we operate and may include changes in rainfall and storm patterns and intensities, water shortages, changing sea levels, and changing temperatures. These impacts may adversely impact the cost, production, and financial performance of our operations.

Land reclamation requirements for our properties may be burdensome and expensive.

Although variable depending on location and the governing authority, land reclamation requirements are generally imposed on mineral exploration companies (as well as companies with mining operations) in order to minimize long-term effects of land disturbance.

Reclamation may include requirements to:

- control dispersion of potentially deleterious effluents;
- treat ground and surface water to achieve water quality standards; and
- reasonably re-establish pre-disturbance landforms and vegetation.

In order to carry out reclamation obligations imposed on us in connection with our potential development activities, we must allocate financial resources that might otherwise be spent on further exploration and development programs. We plan to set up a provision for our reclamation obligations on our properties, as appropriate, but this provision may not be adequate. If we are required to carry out unanticipated reclamation work, our financial position could be adversely affected.

We face intense competition in the mining industry.

The mining industry is intensely competitive in all of its phases. As a result of this competition, some of which is with large established mining companies with substantial capabilities and with greater financial and technical resources than ours, we may be unable to acquire additional properties, if any, or financing on terms we consider acceptable. We also compete with other mining companies in the recruitment and retention of qualified managerial and technical employees. If we are unable to successfully compete for qualified employees, our exploration and development programs may be slowed down or suspended. We compete with other companies that produce our planned commercial products for capital. If we are unable to raise sufficient capital, our exploration and development programs may be jeopardized or we may not be able to acquire, develop, or operate additional mining projects.

Difficulties in water balance management at our Elk Creek Project could negatively affect our potential production and economics at the project.

The Company has conducted three field investigations and two major technical studies into the hydrogeology of the Elk Creek carbonatite, which is the geologic formation which hosts the mineralized material that would be extracted by the Company's mining operations. The Company expects to encounter significant amounts of water in the carbonatite, which will need to be pumped out of the formation to facilitate a mining operation. Water quality analyses have demonstrated that this water will have elevated temperature and salt content when compared to other water resources in the area. While the Company has developed plans to treat water produced from the mine for use in its operations, there is no guarantee that the permits needed for the treatment of the water or the disposal of the resultant waste products will be issued by the State of Nebraska, nor is there any guarantee that such permits will be issued in a timely fashion. Further, based on such plans, the operations will rely on a water treatment system to achieve zero discharge of wastewater, and there is no guarantee that this system will function as designed or achieve nameplate treatment capacity.

A shortage of equipment and supplies could adversely affect our ability to operate our business.

We are dependent on various supplies and equipment to carry out our mining exploration and, if warranted, project development operations. The shortage of such supplies, equipment, and parts could have a material adverse effect on our ability to carry out our operations and could therefore limit, or increase the cost of, production.

Joint ventures and other partnerships, including offtake arrangements, may expose us to risks.

We have entered into three offtake agreements and one letter of intent related to our Elk Creek Project as well as agreements related to the supply of natural gas and electricity to the project site, and may enter into joint ventures or partnership arrangements, including additional offtake agreements, with other parties in relation to the exploration, development, and production of certain of the properties in which we have an interest. Any failure of such other companies to meet their obligations to us or to third parties, or any disputes with respect to the parties' respective rights and obligations, or price fluctuations and termination provisions related to such agreements, could have a material adverse effect on us, the development and production at our properties, including the Elk Creek Project, the joint ventures, if any, or their properties and therefore could have a material adverse effect on our results of operations, financial performance, cash flows and the price of the Common Shares.

We may experience difficulty attracting and retaining qualified management to meet the needs of our anticipated growth, and the failure to manage our growth effectively could have a material adverse effect on our business and financial condition.

We are dependent on a relatively small number of key employees, including our Chief Executive Officer. The loss of any officer could have an adverse effect on us. We have no life insurance on any individual, and we may be unable to hire a suitable replacement for them on favorable terms, should that become necessary.

It may be difficult to enforce judgments or bring actions outside the U.S. against us and certain of our directors.

We are a Canadian corporation and, as a result, it may be difficult or impossible for an investor to do the following:

- enforce in courts outside the U.S. judgments obtained in U.S. courts based upon the civil liability provisions of U.S. federal securities laws against these persons and the Company; or
- bring in courts outside the U.S. an original action to enforce liabilities based upon U.S. federal securities laws against these persons and the Company.

Title to our properties may be subject to other claims that could affect our property rights and claims.

There are risks that title to our properties may be challenged or impugned. Our Elk Creek Project is located in Nebraska and may be subject to prior unrecorded agreements or transfers or native land claims, and title may be affected by undetected defects. Our current leases give us an option to purchase the property in order to construct the Elk Creek Project, but the rights of the current owners to sell the property subject to these options may be subject to prior unrecorded or unknown claims to title. We have investigated our rights to explore and exploit the Elk Creek Project resource and, to the best of our knowledge, our rights in relation to lands covering the Elk Creek Project resource are in good standing. However, there may be valid challenges to the title of our properties that, if successful, could impair development and/or operations. Further, our current land agreements are of fixed duration, and expire between January 2021 and May 2040.

We may be unable to secure surface access or purchase required surface rights.

Although the Company acquires the rights to some or all of the minerals in the ground subject to the mineral tenures that it acquires, or has a right to acquire, in some cases it may not thereby acquire any rights to, or ownership of, the surface to the areas covered by such mineral tenures. In such cases, applicable mining laws usually provide for rights of access to the surface for the purpose of carrying on mining activities; however, the enforcement of such rights through the courts can be costly and time consuming. It is necessary to negotiate surface access or to purchase the surface rights if long-term access is required. There can be no guarantee that, despite having the right at law to access the surface and carry on mining activities, we will be able to negotiate satisfactory agreements with any such existing landowners/occupiers for such access or purchase of such surface rights, and therefore we may be unable to carry out planned mining activities. In addition, in circumstances where such access is denied, or no agreement can be reached, we may need to rely on the assistance of local officials or the courts in such jurisdiction the outcomes of which cannot be predicted with any certainty. Our inability to secure surface access or purchase required surface rights could materially and adversely affect our timing, cost, or overall ability to develop any mineral deposits we may locate.

Our properties and operations may be subject to litigation or other claims.

From time to time our properties or operations may be subject to disputes that may result in litigation or other legal claims. We may be required to assert or defend against these claims, which will divert resources and management time from operations. The costs of these claims or adverse filings may have a material effect on our business and results of operations.

We do not currently insure against all the risks and hazards of mineral exploration, development, and mining operations.

Exploration, development, mining, and surface operations involve various hazards, including environmental hazards, industrial accidents, metallurgical and other processing problems, unusual or unexpected rock formations, structural cave-ins or slides, flooding, fires, and periodic interruptions due to inclement or hazardous weather conditions. These risks could result in damage to or destruction of mineral properties, facilities, or other property, personal injury, environmental damage, delays in operations, increased cost of operations, monetary losses, and possible legal liability. We may not be able to obtain insurance to cover these risks at economically feasible premiums or at all. We may elect not to insure where premium costs are disproportionate to our perception of the relevant risks. The payment of such insurance premiums and of such liabilities would reduce the funds available for exploration and production activities.

A disruption in, or failure of our third-party service providers' IT systems, including those related to cybersecurity, could adversely affect our business operations and financial performance.

We rely on the accuracy, capacity and security of our third-party service providers' IT systems for the operations of many of our business processes and to comply with regulatory, legal and tax requirements. We are dependent on third parties to provide important IT services relating to, among other things, operational technology at our facilities, human resources, electronic communications and certain finance functions. Despite the security measures that our third-party service providers have implemented, including those related to cybersecurity, their systems could be breached or damaged by computer viruses, natural or man-made incidents or disasters, or unauthorized physical or electronic access. Though our third-party service providers have controls in place, we cannot provide assurance that a cyber-attack will not occur. Furthermore, we may have little or no oversight with respect to security measures employed by third-party service providers, which may ultimately prove to be ineffective at countering threats. Failures of our third-party service providers' IT systems, whether caused maliciously or inadvertently, may result in the disruption of our business processes, or in the unauthorized release of sensitive, confidential or otherwise protected information or result in the corruption of data, which could adversely affect our business operations and financial performance. In addition, we may be required to incur significant costs to protect against and, if required, remediate the damage caused by such disruptions or system failures in the future.

Risk Related to Our Debt Securities

In the event of certain breaches with our Secured Creditors, our assets may be affected.

We have, in connection with the Smith Credit Agreement and Original Smith Loan (collectively, the "Current Smith Loans"), granted security interests to Mark Smith (the "Secured Creditor") over all of the assets of the Company in consideration of the debt facilities provided by the Secured Creditor. In the event of certain breaches of the terms of the Current Smith Loans, the Secured Creditor may be entitled to execute on its security interest and seize or retain our assets, including the shares of 0896800 and ECRC, as well as any assets of either subsidiary. Certain rights of the Secured Creditor to execute on its security interests are subject to notice and cure provisions in respect of default by us; however, any such exercise could materially damage our value and our ability to retain or progress development of the Elk Creek Project.

The level of our indebtedness from time to time could impair our ability to obtain additional financing.

From time to time we may enter into transactions to acquire assets or the shares of other companies or to fund development of the Elk Creek Project. These transactions may be financed partially or wholly with debt, which may increase our debt levels above industry standards. Our articles of incorporation do not limit the amount of indebtedness that we may incur. Our indebtedness could impair our ability to obtain additional financing in the future on a timely basis to take advantage of business opportunities that may arise. Our ability to service our debt obligations will depend on our future operations, which are subject to prevailing industry conditions and other factors, many of which are beyond our control.

Risks Related to the Common Shares

We believe that we may be a "passive foreign investment company" for the current taxable year and for one or more future taxable years, which may result in materially adverse U.S. federal income tax consequences for U.S. investors.

We generally will be designated as a "passive foreign investment company" under the meaning of Section 1297 of the U.S. Internal Revenue Code of 1986, as amended (a "PFIC") if, for a tax year, (a) 75% or more of our gross income for such year is "passive income" (generally, dividends, interest, rents, royalties, and gains from the disposition of assets producing passive income) or (b) at least 50% or more of the value of our assets produce, or are held for the production of, passive income, based on the quarterly average of the fair market value of such assets. U.S. shareholders should be aware that we believe we were classified as a PFIC during our tax years ended June 30, 2020 and 2019 and based on current business plans and financial expectations, believe that we may be a PFIC for the current and one or more future taxable years. If we are a PFIC for any taxable year during a U.S. shareholder's holding period, then such U.S. shareholder generally will be required to treat any gain realized upon a disposition of Common Shares or warrants, or any "excess distribution" received on its Common Shares, as ordinary income, and to pay an interest charge on a portion of such gain or distribution. These consequences will be mitigated with respect to the Common Shares, but not the warrants, if the shareholder makes a timely and effective "qualified electing fund" or "QEF" election or a "mark-to-market" election with respect to the Common Shares. A U.S. shareholder who makes a QEF election generally must include in income on a current basis for U.S. federal income tax purposes its share of our net capital gain and ordinary earnings for any taxable year in which we are a PFIC, whether or not we distribute any amount to our shareholders. A U.S. shareholder who makes a mark-to-market election generally must include as ordinary income each year the excess of the fair market value of the Common Shares over the taxpayer's basis therein. Each U.S. shareholder should consult its own tax advisors regarding the PFIC rules and the U.S. federal income tax consequences of the acquisition, ownership, and disposition of Common Shares and warrants.

Our Common Share price may be volatile and as a result you could lose all or part of your investment.

In addition to volatility associated with equity securities in general, the value of your investment could decline due to the impact of any of the following factors upon the market price of the Common Shares:

- Disappointing results from our exploration and/or, if warranted, project development efforts;
- Decline in demand for Common Shares;
- Downward revisions in securities analysts' estimates or changes in general market conditions;
- Technological innovations by competitors or in competing technologies;
- Investor perception of our industry or our prospects; and
- General economic trends.

In the past fiscal year, the trading price of our stock on the TSX has ranged from a low of C$0.51 to a high of C$0.90. In addition, stock markets in general have experienced extreme price and volume fluctuations, and the market prices of securities have been highly volatile. These fluctuations are often unrelated to operating performance and may adversely affect the market price of the Common Shares. As a result, you may be unable to sell any Common Shares you acquire at a desired price.

We have never paid dividends on the Common Shares.

We have not paid dividends on the Common Shares to date, and we may not be in a position to pay dividends for the foreseeable future. Our ability to pay dividends with respect to the Common Shares will depend on our ability to successfully develop one or more properties and generate earnings from operations. Further, our initial earnings, if any, will likely be retained to finance our operations. Any future dividends on Common Shares will depend upon our earnings, our then-existing financial requirements, and other factors, and will be at the discretion of our Board of Directors.

Investors' interests in the Company will be diluted and investors may suffer dilution in their net book value per Common Share if we issue additional employee/Director/consultant options or if we sell additional Common Shares to finance our operations.

In order to further expand the Company's operations and meet our objectives, any additional growth and/or expanded exploration activity will likely need to be financed through sale of and issuance of additional Common Shares, including, but not limited to, raising funds to explore the Elk Creek Project. Furthermore, to finance any acquisition activity, should that activity be properly approved, and depending on the outcome of our exploration programs, we likely will also need to issue additional Common Shares to finance future acquisitions, growth, and/or additional exploration programs of any or all of our projects or to acquire additional properties. We will also in the future grant to some or all of our Directors, officers, and key employees and/or consultants, options to purchase Common Shares as non-cash incentives. The issuance of any equity securities could, and the issuance of any additional Common Shares will, cause our existing shareholders to experience dilution of their ownership interests.

If we issue additional Common Shares or decide to enter into joint ventures with other parties in order to raise financing through the sale of equity securities, investors' interests in the Company will be diluted and investors may suffer dilution in their net book value per Common Share depending on the price at which such securities are sold.

We are subject to the continued listing criteria of the TSX and our failure to satisfy these criteria may result in delisting of the Common Shares.

The Common Shares are currently listed on the TSX. In order to maintain the listing, we must maintain certain financial and share distribution targets, including maintaining a minimum number of public shareholders. In addition to objective standards, the TSX may delist the securities of any issuer if, in the TSX's opinion, the issuer's financial condition and/or operating results appear unsatisfactory; if it appears that the extent of public distribution or the aggregate market value of the security has become so reduced as to make continued listing on the TSX inadvisable; if the issuer sells or disposes of principal operating assets or ceases to be an operating company; if an issuer fails to comply with the listing requirements of the TSX; or if any other event occurs or any condition exists which makes continued listing on the TSX, in the opinion of the TSX, inadvisable.

If the TSX delists the Common Shares, investors may face material adverse consequences, including, but not limited to, a lack of a trading market for the Common Shares, reduced liquidity, decreased analyst coverage of the Company, and an inability for us to obtain additional financing to fund our operations.

The issuance of additional Common Shares may negatively impact the trading price of our securities.

We have issued Common Shares in the past and will continue to issue Common Shares to finance our activities in the future. In addition, outstanding options, warrants, and broker warrants to purchase Common Shares may be exercised, resulting in the issuance of additional Common Shares. The issuance by us of additional Common Shares would result in dilution to our shareholders, and even the perception that such an issuance may occur could have a negative impact on the trading price of the Common Shares.

We are an "emerging growth company," and we cannot be certain if the reduced reporting requirements applicable to emerging growth companies will make our Common Shares less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act. For as long as we continue to be an emerging growth company, we may take advantage of exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a non-binding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. We could be an emerging growth company through June 30, 2022, although circumstances could cause us to lose that status earlier, including if the market value of our Common Shares held by non-affiliates exceeds $700 million as of any December 31 before that time, in which case we would no longer be an emerging growth company as of the following June 30. We cannot predict if investors will find our Common Shares less attractive because we may rely on these exemptions. If some investors find our Common Shares less attractive as a result, there may be a less active trading market for our Common Shares and our Common Share price may be more volatile. Under the JOBS Act, emerging growth companies can also delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have irrevocably elected not to avail ourselves of this exemption from new or revised accounting standards and, therefore, will be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies.

Broker-dealers may be discouraged from effecting transactions in Common Shares because they are considered a penny stock and are subject to the penny stock rules.

Our Common Shares are currently considered a "penny stock." The SEC has adopted Rule 15g-9 which generally defines "penny stock" to be any equity security that has a market price (as defined) less than $5.00 per share or an exercise price of less than $5.00 per share, subject to certain exceptions. The Common Shares are covered by the penny stock rules, which impose additional sales practice requirements on broker-dealers who sell to persons other than established customers and "accredited investors." The term "accredited investor" refers generally to institutions with assets in excess of $5.0 million or individuals with a net worth in excess of $1.0 million or annual income exceeding $200,000 or $300,000 jointly with their spouse. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document in a form prepared by the SEC, which provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction, and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker-dealer and salesperson compensation information, must be given to the customer orally or in writing prior to effecting the transaction and must be given to the customer in writing before or with the customer's confirmation. In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from these rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for the Common Shares. Consequently, these penny stock rules may affect the ability of broker-dealers to trade in the Common Shares.

The COVID-19 pandemic could have an adverse effect on NioCorp's business plans, financial condition and liquidity.

Although it is not possible to predict the ultimate impact of the COVID-19 pandemic, including on NioCorp's business plans, financial position or liquidity, such impacts that may be material include, but are not limited to: (i) inability to obtain necessary licenses or permits due to impacts on the operations of local, state and federal regulatory agencies, (ii) delays in the completion of the mine and surface engineering designs and uncertainty regarding our ability to finalize necessary Engineering, Procurement, and Construction ("EPC") agreements as a result of disruptions in the businesses of our engineering consultants and key contractors for the Elk Creek Project, (iii) reduced availability and productivity of our employees, (iv) increased operational risks as a result of remote work arrangements, including the potential effects on internal controls, as well as cybersecurity risks and increased vulnerability to security breaches, information technology disruptions and other similar events, (v) a negative impact on our liquidity position, and (vi) increased costs and less ability to access funds under our existing credit facility and the capital markets. The continued spread of COVID-19 has resulted in business travel restrictions and other capital market disruptions. To the extent the duration of any of these conditions extends for a longer period of time, the impact will generally be a more severe adverse impact and could have an adverse impact on our ability to obtain financing, development plans, results of operations, financial position, and cash flows during the current fiscal year. More specifically, during fiscal 2020, travel restrictions have negatively affected the ability of potential investors to conduct their due diligence and has delayed our ability to obtain future financing.

In addition, we cannot predict the impact that the COVID-19 pandemic will have on our customers, suppliers, vendors, and other business partners, and each of their financial conditions; however, any material effect on these parties could adversely impact us. The impact of the COVID-19 pandemic may also exacerbate other risks discussed herein, any of which could have a material effect on us. This situation is changing rapidly, and additional impacts may arise that we are not aware of currently.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Elk Creek Project, Nebraska

Our principal mineral property is the Elk Creek Property, a niobium, scandium and titanium exploration project. The Elk Creek Project does not have any proven or probable reserves under SEC Industry Guide 7 and the Elk Creek Project is exploratory in nature. The below information is in part summarized or extracted from our 2019 Elk Creek Project Feasibility Study.

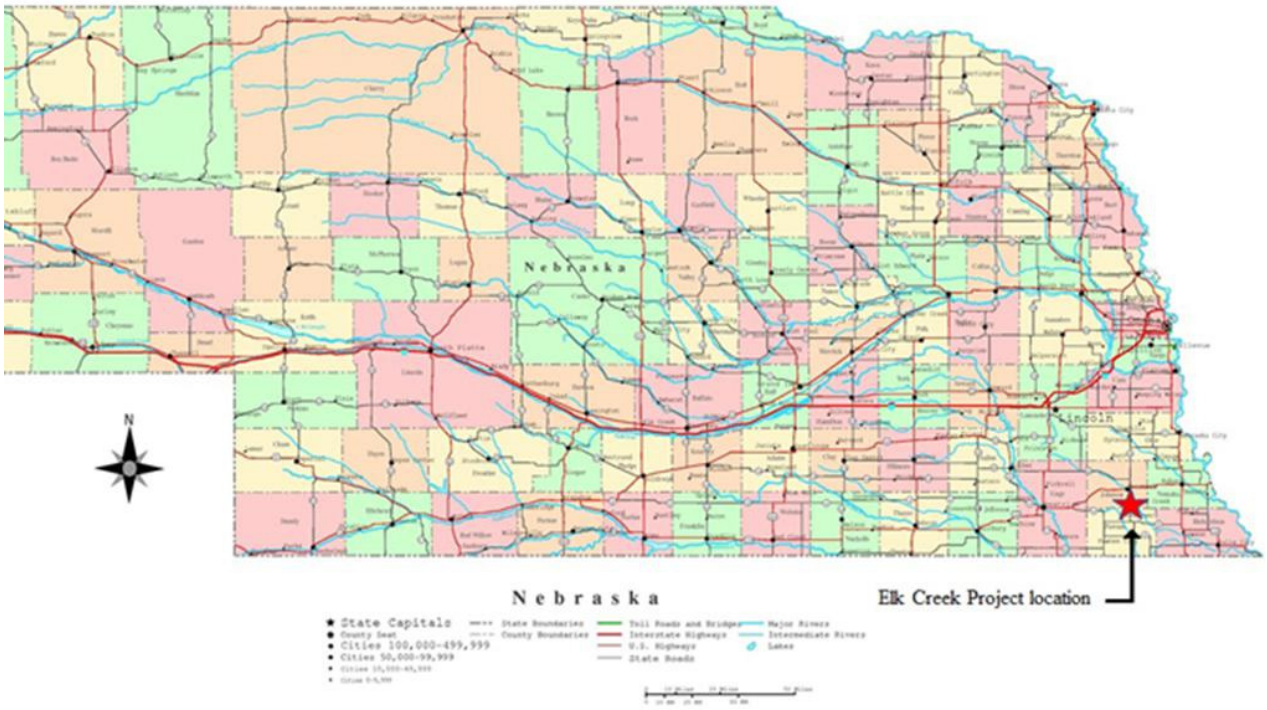
Mr. Jean-Francois St-Onge, P.Eng, and Mr. Glen Kuntz, P. Geo, both of whom are independent qualified persons as defined in NI 43-101, have reviewed and approved the mineral reserves and mineral resources, respectively, and have verified the data contained in those portions of the Elk Creek Project disclosures relevant to their area of responsibility included in this Form 10-K related to the 2019 Elk Creek Feasibility Study.

Scott Honan, M.Sc., SME-RM, a qualified person as defined in NI 43-101, has supervised the preparation of the scientific and technical information that forms the basis for the Elk Creek Project disclosure in this Form 10-K and has approved the disclosure in this Form 10-K related thereto. Mr. Honan is not independent of the Company, as he is the Chief Operating Officer. The full NI 43-101 technical report, incorporating the results of the 2019 Elk Creek Feasibility Study was filed on SEDAR on May 29, 2019.

Property Description and Location

The Elk Creek Property is a niobium-bearing carbonatite deposit located in Johnson County, southeast Nebraska, USA. In addition to niobium, other elements of economic significance include titanium and scandium. The Elk Creek Property is situated as shown in Figure 1 below and is located within the USGS Tecumseh Quadrangle Nebraska SE (7.5 minute series) mapsheet in Sections 1-6, 9-11; Township 3N; Range 11 and Sections 19-23, 25-36; Township 4N, Range 11, at approximately 40°16’ north and 96°11’ west in the State of Nebraska, in central USA. The Elk Creek Property is approximately 45 miles southeast of Lincoln, Nebraska, the state capital of Nebraska.

Figure 1 – Property Map showing Location of Elk Creek Project



Title and Ownership

The Company currently holds 13 option agreements that are material to the Elk Creek Project and one perpetual easement of a land parcel along the Missouri River. The current optioned land package covers an area of 2,536 acres, and is reflective of the land needed to secure the mining rights with respect to the estimated Mineral Resource along with the land needed for the development and operations of the Elk Creek Project for its proposed 36-year operating life.

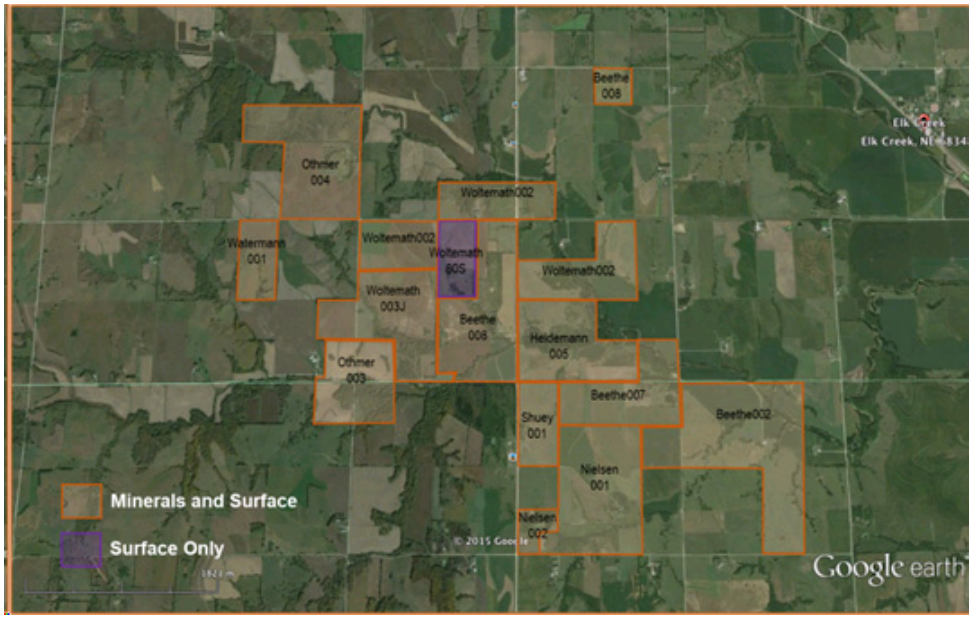
Option agreements are between NioCorp's wholly-owned subsidiary ECRC and the individual landowners. Land ownership for the agreements significant to the Elk Creek Project are listed in Table 1 and shown in Figure 2. Significant agreements are those which have been demonstrated to host mineralized material, or which have the potential to be the site of buildings, facilities or other surface infrastructure.

Table 1: Active Lease Agreements Covering the Elk Creek Project as of August 2020

Agreement Identifier	Hectares	Acres	Agreement Expiry
Beethe008	107.82	266.43	29-Apr-22
Beethe002	146.56	362.16	19-Feb-21
Beethe007	66.27	163.75	20-Jan-26
Heidemann005	79.55	196.57	16-Mar-25
Nielsen001	100.90	249.32	25-Jun-25
Nielsen002	11.91	29.43	25-Jun-25
Othmer003	61.48	151.93	22-Jan-21
Othmer004	113.31	280.00	22-Jan-21
Watermann001	32.37	80.00	6-Sep-21
Woltemath80S	32.37	80.00	4-Dec-24
Woltemath002	152.49	376.81	4-Dec-24
Woltemath003J	89.03	220.00	25-Mar-25
Shuey001	32.37	80.00	27-May-40

Source: NioCorp, 2020

Figure 2 – Land Tenure Map as of August 2020



Source: NioCorp, 2020.

The current estimated Mineral Resource is wholly contained within parcels Woltemath003J and Beethe008, and agreements covering both of these properties have been secured. The Company considers these two leases to be the only leases on which the Company's development of the Elk Creek Project is substantially dependent. Negotiations for additional lands to support various configurations of the surface operations have been completed. The Company believes that the surface plant and facilities associated with the Elk Creek Project could be located in any number of places and would not necessarily need to be sited on lands contiguous with the Beethe008 and Woltemath003J properties.

As part of the exploration option agreements, where required, the Company has also secured surface rights, which allow for access to the land for drilling activities and associated mineral exploration and project development work.

The agreements that involve mineral rights include a 2% NSR royalty attached with the option to purchase ("OTP"). The agreements grant the Company an exclusive right to explore and evaluate the property for the term thereof, with an OTP the surface rights or a combination of the mineral and surface rights at any time during the term. As the Woltemath80S agreement is limited to an OTP for the surface rights only, it does not contain an NSR provision.

Accessibility, Physiography, Climate and Infrastructure

The Elk Creek Property is easily accessible year-round as it is situated approximately 45 miles southeast of Lincoln (State Capital), Nebraska and approximately 68 miles south of Omaha, Nebraska. Access to the site can be completed via road or from one of the regional airports. There are several regular flights to both Lincoln and Omaha; however, the Elk Creek Property is most easily accessible from Lincoln. From Lincoln Municipal Airport, the Elk Creek Property is accessed via paved roads on the main network and a secondary network of gravel roads. The drive from the Lincoln Municipal Airport to the property is typically 1 hour and 15 minutes, and from Omaha's Eppley Airport the drive is approximately 1 hour and 45 minutes.

Southeast Nebraska is situated in a Humid Continental Climate (Dfa) on the Köppen climate classification system. In eastern Nebraska, this climate is generally characterized by hot humid summers and cold winters. Average winter temperatures vary between 13°F to 35°F. Average summer temperatures vary between 64°F to 90°F. Exploration, construction and operational activities may be conducted all year round.

Average monthly precipitation (rain and snowfall) varies between 0.9 and 5.0 inches. Average yearly precipitation is between 31 and 33 inches with an average yearly snowfall of approximately 28 inches. Nebraska is located within an area known for tornadoes which runs through the central U.S. where thunderstorms are common in the spring and summer months. Tornadoes primarily occur during the spring and summer and may occur into the autumn months.

There are several local communities near the Elk Creek Property including Elk Creek and Tecumseh that will provide local housing for the Elk Creek Project. There are a number of other communities within driving distance and the large cities of Lincoln and Omaha are within reasonable driving distance. Mining activities currently taking place in the area are limited to limestone and aggregate operations to support the local cement manufacturing and construction industries.

The Elk Creek Property site has no existing infrastructure except being adjacent to the Nebraska state highway 50 and County Road 721. The Elk Creek Project will be accessed from County Road 721 through a guard gate into the Elk Creek Property.

The Elk Creek Project is expected to incorporate surface and underground infrastructure, as well as tailings storage facilities. The offsite infrastructure is expected to include a new high voltage transmission line constructed by the local utility company and providing power to an on-site primary sub-station and a natural gas pipeline built by the owner of the interstate pipeline. Water used for all on-site process needs and activities will be supplied from mine dewatering activities, local groundwater wells and from a local water utility. See "*Feasibility Study*" below for additional information regarding proposed infrastructure related to the Elk Creek Project.

The local topography of eastern Nebraska is relatively low-relief with shallow rolling hills intersected by shallow river valleys. Elevation varies from about 1,066 to 1,280 feet above sea level. Bedrock outcrop exposure is nonexistent in the Elk Creek Project area.

The majority of the Elk Creek Project area is used for cultivation of corn and soybeans, along with uses as grazing land. Native vegetation typical of eastern Nebraska is upland tall-grass, prairie and upland deciduous forests.

Geology and Mineralization

Geology

The Nebraska Precambrian basement predominantly comprises granite, diorite, basalt, anorthosite, gneiss, schist and clastic sediments. A series of island arcs sutured onto the Archean continent created the basic framework of the area. This suture left a north-trending intervening boundary zone ancestral to the Nemaha Uplift, providing a pre-existing tectonic framework which controlled the trend of the later Midcontinent Rift System (1.0 to 1.2 billion years ago). The Carbonatite is located at the northeast extremity of the Nemaha Uplift.

The Elk Creek Property includes the Carbonatite that has intruded older Precambrian granitic and low- to medium-grade metamorphic basement rocks. The Carbonatite and Precambrian rocks are believed to be unconformably overlain by approximately 200 m of Paleozoic marine sedimentary rocks of Pennsylvanian age (approximately 299 to 318 million years ago).

As a result of this thick cover, there is no surface outcrop within the Elk Creek Property area of the Carbonatite, which was identified and targeted through magnetic surveys and confirmed through subsequent drilling. The available magnetic data indicates dominant northeast, west-northwest striking lineaments and secondary northwest and north oriented features that mimic the position of regional faults parallel and/or perpendicular to the Nemaha Uplift.

The Elk Creek Carbonatite is an elliptical magmatic body with northwest trending long axis perpendicular to the strike of the 1.1 billion years ago Midcontinent Rift System, near the northern part of the Nemaha uplift. It was first discovered by drilling in 1971 and tentatively identified as a carbonatite on the basis that it resembled rocks of the Fen District of Norway. The definitive confirmation of carbonatite was completed using Rare Earth Element ("REE"), P205 and 87Sr/86Sr isotope analysis. The Carbonatite has also been compared to the Iron Hill carbonatite stock in Gunnison County, Colorado on the basis of similar mineralogy.

The Carbonatite consists predominantly of dolomite, calcite and ankerite, with lesser chlorite, barite, phlogopite, pyrochlore, serpentine, fluorite, sulfides and quartz. It is, however, believed from stratigraphic reconstruction based on drill core observation in the area that the carbonatite is unconformably overlain by approximately 200 m of essentially flat-lying Palaeozoic marine sedimentary rocks, including carbonates, sandstones and shales of Pennsylvanian age (approximately 299 to 318 million years ago).

Current studies suggest that the Carbonatite was emplaced approximately 500 million years ago in response to stress along the Nemaha Uplift boundary predating deposition of the Pennsylvanian sedimentary sequence (approximately 299 to 318 million years ago). However, observations on drill cores from the Elk Creek Project site show that the contact between the Carbonatite body and the Pennsylvanian sediments is a sheared but oxidized contact suggesting that the Carbonatite is intrusive in the Pennsylvanian sequence. Furthermore, both rock types appear to have been affected by at least one main brittle-ductile deformation event resulting in formation of fault structures. Microstructures including sub-vertical and sub-horizontal tension veins, together with related sheared veins and fault planes displaying sub-vertical and sub-horizontal slickensides along drill cores are indications for the presence of extensional and oblique to strike-slip faults. These faults could correspond to the magnetic lineaments present in the area.

Mineralization

The property hosts niobium, titanium, and scandium mineralization as well as rare earth elements and barium mineralization that occurs within the Elk Creek Carbonatite. The current known extents of the Carbonatite unit are approximately 950 m along strike, 300 m wide, and 750 m in dip extent, below the unconformity. Niobium, titanium and scandium are considered the main elements of interest.

The deposit contains significant concentrations of niobium. Based on the metallurgical testwork completed to date at a number of laboratories using QEMSCAN® analysis, the niobium mineralization is known to be fine grained, and that 77% of the niobium occurs in the mineral pyrochlore, while the balance occurs in an iron-titanium-niobium oxide mineral of varying composition.

Within the Elk Creek Carbonatite, a host of other elements exist with varying degrees of concentration. The Company has completed both whole rock analysis and multi-element analysis on all samples for the 2014 drilling program, described below, plus resampling of selected historical core/pulps between 2011 and 2014.

Historical Exploration

Drilling at the Elk Creek Property was conducted in three phases. The first was during the 1970's and 1980's by the Molybdenum Company of America ("Molycorp"), the second in 2011 by Quantum (NioCorp under its former name), and the third and latest program from 2014 to 2016 by NioCorp. To date, 129 diamond core holes have been completed for a total of 64,981 m over the entire geological complex. Of these, a total of 48 holes (33,909 m) have been completed to date in the mineralized area and are used in the current Mineral Resource estimate. Five additional holes with a total length 3,353.1 m, were drilled for hydrogeologic and geotechnical purposes. No sampling has been completed of these holes to date and therefore they have not been considered for the Mineral Resource estimate.

All drilling has been completed using a combination of Tricone, Reverse Circulation ("RC") or Diamond Drilling ("DDH") in the upper portion of the hole within the Pennsylvanian sediments. All drilling within the underlying Carbonatite has been completed using DDH methods.

Table 2: Summary of Drilling Database within Elk Creek Deposit Area

Year	Company	Number of Holes	Average Depth(m)	Sum Length(m)
1970-1980	Molycorp	27	596.6	16,108.2
2011	Quantum	3	772.6	2,317.7
2014-2015	NioCorp	18	845.4	15,482.8
Total		48	700.9	33,908.7

Source: Nordmin, 2019

Molycorp 1973-1986

Between 1973 and 1974, Molycorp completed six drillholes: EC-1 to EC-4, targeting the Elk Creek anomaly and two other holes outside the Elk Creek anomaly area. Drillholes were typically carried out by RC drilling through the overlying sedimentary rocks and diamond drilling through the Ordovician-Cambrian basement rocks.

Molycorp continued their drill program from 1977 and, in May 1978, Molycorp made its discovery of the current Mineral Resource with drillhole EC-11. EC-11 is located on Section 33, Township 4N, and Range 11. The Carbonatite hosting the Elk Creek Project was intersected at a vertical depth of 203.61 m (668 ft).

Molycorp continued its drilling program through to 1984, which mainly centered on the Elk Creek Project within a radius of roughly 2 km. By 1984, Molycorp had completed 57 drillholes within the Elk Creek gravity anomaly area, which included 25 drillholes over the Elk Creek Project area.

From 1984 to 1986, drilling was focused on the Elk Creek gravity anomaly area. The anomaly area is roughly 7 km in diameter and drilling was conducted on a grid pattern of approximately 610 by 610 m (roughly 2,000 by 2,000 ft.) with some closer spaced drillholes in selected areas.

By 1986, a total of 106 drillholes were completed for a total of approximately 46,797 m (153,532 ft). The deepest hole reached a depth of 1,038 m (3,406 ft) and bottomed in carbonatite.

Quantum, 2010-2011 (NioCorp under its former name)

In April 2011, Quantum conducted a preliminary drill program (three holes) on the Elk Creek deposit and two REE exploration targets (two holes), which have been excluded from the current Mineral Resource estimation, as they do not intersect the Nb_2O_5 anomaly and are located to the east. The objectives of the drill program over the Elk Creek Property were to verify the presence of higher-grade niobium mineralization at depth, and to infill drill the known niobium deposit in order to upgrade the resource category of the previous resource estimate and expand the known resource. The drill program was also established to collect sufficient sample material for metallurgical characterization and process development studies of the niobium mineralization.

The 2011 program consisted of five inclined drillholes, totaling 3,420 m of NQ size diameter core. Inclusive of this total, three drillholes, totaling 2,318 m were drilled into the known Elk Creek deposit.

NioCorp 2014 to present

NioCorp commenced drilling on the Elk Creek Property using a three-phased program with the aim of increasing the confidence in the 2012 Mineral Resource Estimate from Inferred to Indicated. The three-phased program was originally based on 14 drillholes for approximately 12,150 m (announced in a press release on April 29, 2014), but was subsequently expanded during the program to 18 drillholes for approximately 15,482 m. Three of the 18 drillholes were drilled for the purpose of metallurgical characterization and process development studies. Two of these drillholes, NEC14-MET-01 and NEC14-MET-02 were not assayed, while NEC14-MET-03 was quarter cored with one quarter being assayed and the remainder used for metallurgical testwork. The drilling has been orientated to intersect the geological model from the southwest and northeast (perpendicular to the strike), with the exception of NEC14-011 and NEC14-012, which were oriented southeast and northwest, respectively.

2019 Elk Creek Feasibility Study

During the third quarter of fiscal year 2019, we received and completed our review and analysis of the final proposed mine design based on detailed underground engineering conducted by Nordmin. On April 16, 2019, we announced the results of the updated underground mine design and supporting infrastructure, the results of an update to the Elk Creek Project's mineral resources and mineral reserve estimate, and the 2019 Elk Creek Feasibility Study based on the new mine design. A full NI 43-101 technical report, incorporating the results of the 2019 Elk Creek Feasibility Study, was filed on SEDAR on May 29, 2019.

Primary changes reflected in the updated mine design include a longer mine life, mining at greater depths to target higher niobium grades in the early years of mining operations, utilizing artificial ground freezing methods to mitigate water inflow during shaft construction, eliminating the active dewatering system that would have consisted of up to 15 large dewatering wells, and replacing a ventilation raise bore with a ventilation shaft to be installed with conventional sinking methods. In addition, the new mine design contemplates treating all water produced during mining operations, and water used in ore processing, on site for use in operations and replacing a brackish water discharge system with a system that produces solid salt that would be impounded on site.

The Elk Creek Project is planned as an underground mining operation using a long-hole stoping mining method and paste backfill, operating with a processing rate of 2,764 tonnes per day. Expected total production over the 36-year mine life includes 168,861 tonnes of payable niobium, 3,410 tonnes of scandium ("Sc2O3"), and 418,841 tonnes of titanium ("TiO2"). Estimated up-front direct capital costs are $760 million, in addition to indirect costs of $185 million, pre-production capital costs of $97 million, an overall contingency of $101 million, and pre-production net revenue credit of $265 million.

Financial Analysis Included in the 2019 Elk Creek Feasibility Study

The metrics reported in the 2019 Elk Creek Feasibility Study are based on the annual cash flow model results. The metrics are on both a pre-tax and after-tax basis, on a 100% equity basis with no Elk Creek Project financing inputs and are in Q1 2019 U.S. constant dollars. Foreign exchange impacts were deemed negligible as most, if not all, costs and revenues are denominated in U.S. dollars.

Key criteria used in the analysis are discussed in detail throughout this section. Principal Project assumptions used are shown summarized below.

Description	Value
Pre-Production Period	4 years
Process Plant Life	36 years
Mine Operating Days per Year	365
Mill Operating Days per Year	365
Discount Rate	EOP @ 8%
Commercial Production Year	2023

Source: Nordmin, 2019

Summary of Key Evaluation Metrics and Projected Economic Results Included in the 2019 Elk Creek Feasibility Study

Description	Value
Ore Mined (kt)	36,313
Mining Rate (t/d)	2,764
Nb_2O_5 Grade	0.81%
TiO_2 Grade	2.86%
Scandium Grade (g/t)	65.7
Contained Nb_2O_5 (kt)	293
Contained Sc (t)	2,387
Contained TiO_2 (kt)	1,039
Total Ore Processed (kt)	36,313
Processing Rate (kt/y)	1,009
Average Recovery, Nb_2O_5	82.4%
Average Recovery Sc	93.1%
Average Recovery TiO_2	40.3%
Recovered Nb_2O_5 (kt)	241
Recovered Sc (t)	2,223
Recovered TiO_2 (kt)	419
Realized Market Prices	
Nb ($/kg)	$46.55
TiO_2 ($/kg)	$0.99
Sc_2O_3 ($/kg)	$3,676
Payable Metal	
Nb (t)	168,861
Sc_2O_3 (t)	3,410
TiO_2 (t)	418,841

Description	Value ($000)
Total Gross Revenue	$20,807,083
Operating Costs:	
Mining Cost	(1,562,803)
Process Cost	(3,874,533)
Site G&A Cost	(301,103)
Concentrate Freight Cost	(10,290)
Other Infrastructure Costs	(198,532)
Water Management Cost	(609,195)
Tailings Management Cost	(72,228)
Property Tax	(218,634)
Royalties	(279,224)
Annual Bond Premium	(5,500)
Total Operating Costs	(7,132,042)
Operating Margin (EBITDA[1])	13,675,041
Effective Tax Rate	17.5%
Income Tax	(2,319,660)
Total Taxes	(2,319,660)
Working Capital	0
Operating Cash Flow	$11,355,381

Source: NioCorp, 2019

1 The term "EBITDA" refers to earnings before interest, taxes depreciation and amortization. See "Non-GAAP Financial Performance Measures" below for a discussion of the use of non-GAAP financial measures.

Operating Cost Estimates Included in the 2019 Elk Creek Feasibility Study

The following LoM unit operating costs include the pre-production and first/last years of production.

Description	LoM US$/tore
Mining Cost	$43.04
Process Cost	106.70
Water Management Cost	16.78
Site G&A Cost	8.29
Other Infrastructure	5.47
Tailings Management Cost	1.99
Other Expenses	6.30
Total LoM Operating Costs	188.56
Royalties/Annual Bond Premium	7.84
Total All-In Operating Costs	$196.41

Source: Nordmin, 2019. Total may not sum due to rounding.

Capital Cost Estimates Included in the 2019 Elk Creek Feasibility Study

The following table shows the breakout in LoM initial capital and sustaining capital (including closure and reclamation) cost estimates, which total $1,609 million. An overall 9.67% contingency factor has been applied to the initial capital estimate, while a smaller 6.25% contingency was applied to the sustaining capital estimate. The initial capital estimate of $1,143 million will be partially offset by a Gross Pre-production Revenue Credit of $265 million (generated by pre-production product sales), which equates to a net cost of $879 million.

	$000		
Description	Initial	Sustaining	Total
Capitalized Preproduction Expenses	$82,531	$-	$82,531
Site Preparation and Infrastructure	40,569	15,007	55,576
Processing Plant	367,439	96,448	463,886
Water Management and Treatment	73,756	23,613	97,369
Mining Infrastructure	256,731	180,438	437,170
Tailings Management	21,423	78,855	100,277
Site Wide Indirects	7,368	-	7,368
Processing Indirects	96,028	-	96,028
Mining Indirects	39,766	-	39,766
Process Commissioning	13,350	-	13,350
Mining Commissioning	1,444	-	1,444
Owner's Costs	33,619	-	33,619
Mine Water Management Indirects	8,520	-	8,520
Closure and Reclamation	-	44,267	44,267
Contingency	100,797	27,429	128,227
Total Capital Costs	$1,143,340	$466,058	$1,609,398
Preproduction Revenue Credit	(264,747)		
Net Project Total	$878,593		

Source: Nordmin 2019. Totals may not sum due to rounding.

Planned Mining Operations

The Elk Creek Project is planned as an underground mining operation using a long-hole stoping mining method and paste backfill, with shaft access to minimize development through water bearing horizons. The mine will utilize jumbo drills for lateral development and tophammer and down-the-hole drills for vertical development and production stoping. Rock bolters will be used for ground support and probe holes will be used to support mine grouting where required. Ore will be remotely mucked from the bottom stope accesses using 14 tonne Load-Haul-Dump units ("LHD"). The LHDs will transport the ore to an ore pass directly or to remuck bays to maximize the efficiency of the stope mucking operations. When needed, a second LHD and a fleet of 40 tonne haul trucks will be used to transport ore from the remuck bays to the grizzly feeding the underground material handling system. Multiple remuck bays are used on each level to avoid interference between the LHD and the haul trucks. The ore is fed through the grizzlys with rock breakers into an underground crusher (the "Primary Crusher") and via a material handling system to the surface.

Planned Processing Operations

Planned ore process operations include mineral processing, hydrometallurgical processing ("Hydromet"), and pyrometallurgical processing ("Pyromet") housed in separate buildings.

The mineral processing building will house all of its equipment within a single large building. Ore from the Primary Crusher (located in the underground mine) will be fed to the secondary cone crusher system, operating in closed circuit with a double deck screen. The screen undersize from the cone crusher system will be fed to a high-pressure grinding roll unit ("HPGR"), operating in closed circuit with another double deck screen. The HPGR screen undersize is the comminution product that will report to the Hydromet process.

The Hydromet plant building will be a multi-level engineered steel structure which will house equipment on two levels. Ore from mineral processing will be fed through 15 individual processes required to separate the three recoverable products. The purpose of the Hydromet processing steps is to leach the pay metals into solution using two separate acid leaches (HCl Leach and Sulfuric Acid Bake), remove impurities, separate the three pay metals, and perform precipitation/processing to final solid oxide forms. Outputs from the Hydromet Process include saleable titanium dioxide and scandium trioxide, with niobium pentoxide reporting to the Pyromet plant for final processing. The Hydromet plant will be supported by a Hydrochloric Acid Regeneration plant and a Sulfuric Acid Plant.

The Pyromet building will house most of its equipment within a single building. The purpose of the Pyromet plant is to reduce the niobium pentoxide coming from the Hydromet by converting it into a saleable ferroniobium ("FeNb") metal. Aluminum shots and iron oxide pellets will be introduced to an electric arc furnace on a continuous basis along with fluxing agents and niobium pentoxide to produce a saleable ferroniobium metal.

Proposed Production Plan and Schedule

Based on the 2019 Elk Creek Feasibility Study, the operating mine life is approximately 36 years with a nominal processing rate of 2,764 tonnes per day. The Elk Creek Project timeline is based on 36 months to mechanical completion after Authorization to Proceed, plus an additional eight months of commissioning and ramp-up to 100% of production capacity for a total of 44 months and assumes no financing constraints. The NioCorp board must approve a construction program and budget before construction of the Elk Creek Project can begin. This approval, along with the receipt of all required governmental permits and approvals and the completion of project financings, will determine whether and when construction of the Elk Creek Project can begin.

Proposed Tailings Storage

The tailings produced by the process plant will consist of filtered water leach residue, calcined excess oxide, and slag. Four TSFs will be constructed sequentially to contain the tailings over the life of the Elk Creek Project and would contain approximately 14.5 million tonnes of tailings. The tailings facilities have been designed to incorporate two independent areas: a composite-lined tailings solids storage area; and an area with double lined containment including a leak collection and recovery system for management of stormwater runoff and drainage from the tailings solids. The TSFs will store predominantly dry (i.e., not in a slurry consistency) tailings from the plant with embankment construction based on a "downstream" construction method. Facility closure is considered in the design.

Proposed Salt Management

The crystalline salt produced as a waste product of heating and evaporating brine from the Reverse Osmosis ("RO") water treatment plant will be transported by conveyor to the temporary salt staging area and then be transported by truck to the dedicated salt management cells ("SMC"). Two SMCs will be constructed sequentially to contain the salt over the life of the project and would contain approximately 1.63 million cubic meters of salt. The SMCs design will incorporate a composite-lined storage area with double-lined containment including a leak collection and recovery system for management of stormwater runoff and drainage.

Proposed Water Management

For the first several years of construction, the advancement of the shaft and underground workings will require limited dewatering, anticipated to be through lower-level sumping and pumping for surface collection and disposal. Initially, water will be stored in the lined SMC #1 during construction or will be trucked off-site for treatment at a local publicly owned treatment works. Excess water in the SMCs will be spray evaporated within the footprint of the Cell, to avoid the reintroduction of soluble salts into the water treatment system. Temporary on-site storage or off-site shipment and disposal of the crystallizer solid waste may be necessary until construction of SMC #1 is completed.

Once full operations commence, we anticipate a shortfall of approximately 3,700 gpm of operational and processing water, as the underground mine dewatering is only expected to produce 1,000 gpm. To make up this shortfall, we would purchase fresh water from a local utility and from local landowners.

Once tailings begin being deposited in the TSF, internal contact water (from residual moisture in the tailings and precipitation falling within the impoundment footprint) will need to be actively managed. This water will be collected and treated using lime softening to precipitate hydroxide and carbonate solid forms for many of the inorganic constituents. The treated water will be filtered to remove the solids (which will be returned to the TSF for disposal), and the clean water will be pumped to the process plant RO system for further treatment. The clean water from the process plant RO unit will be used in the process plant, and the reject concentrate will be crystallized and deposited into the SMCs.

Power

The local power utility (Omaha Public Power District) will provide power from nearby transmission lines to the site. This will require that an approximate 18-mile transmission line be installed by the utility to provide the site sub-station with the required site power demand. The local power utility will also design and install the main substation that will be owned and maintained by the utility. This infrastructure will be paid back through rate charges on the electrical usage.

Natural Gas

Natural gas, to be used throughout the Elk Creek Project during the construction and operation phases of the project, will be brought to the site via pipeline from the local utility company. NioCorp has a natural gas transportation contract with Tallgrass Energy, which operates the Rockies Express ("REX") pipeline. Tallgrass will construct a 45 km (28 mile) gas pipeline lateral from the main REX pipeline system in Kansas to the project site. The lateral will be sized to provide a minimum of 27.5 dekatherms of gas per day. Natural gas will be distributed to all on-site facilities utilizing buried high-density polyethylene natural gas distribution pipe. Natural gas piping above ground and located inside of facilities will consist predominately of carbon steel pipe. Maximum on-site pipeline distribution pressure will be 100 psig. Natural gas will be used for facility heating, water heating, and for gas-fired process equipment.

Markets

Market studies for niobium, titanium dioxide and scandium trioxide are an important part of the proposed Elk Creek operation. These commodities, especially niobium and scandium trioxide (scandium), are thinly traded without an established publicly available price discovery mechanism. Hence, detailed third party market studies provide the basis for assumptions used in the economic analysis.

The economic analysis in the 2019 Elk Creek Feasibility Study used the 2019 U.S. dollar base price of $47/kg Nb as the forward-looking price for steel grade (65%) ferroniobium based on published independent third-party reports. The base price is adjusted to a realized price to account for the discount provisions contained in the two ferroniobium offtake agreements that the Company has concluded.

NioCorp engaged OnG Commodities LLC (OnG) to produce a market assessment in April 2017 (OnG, 2017). The study examines current scandium production trends (approximately 20 tons/year) from existing and emerging producers plus an outlook for supply to 2028. The outlook then reviewed the current and emerging applications for scandium including fuel cells, aerospace, industrial and other uses plus and an outlook for demand to 2028. Based on these inputs, OnG provided pricing forecasts and global demand volumes by year to 2028 based estimated production costs and supply-demand balances. The pricing sheet for the OnG Commodities report was updated for NioCorp in 2019 (OnG, 2019).

No formal market study was done for TiO_2 during the report period as it only represents 2% of overall revenue in the economic analysis. All market information for titanium and titanium dioxide is derived from USGS Commodity Market Summaries (Bedinger, 2019).

Taxation Rates Included in the 2019 Elk Creek Feasibility Study

Taxes that may be levied on the Elk Creek Project include corporate income tax rates of 21% for Federal and 7.81% for Nebraska. The Elk Creek Project is eligible for federal depletion allowances and credits, as well as various state incentives. The calculated effective income tax rate for the Elk Creek Project is 17.5%.

Design Considerations for Environmental Performance

The new mine design further reinforces the environmental performance of the Elk Creek Project. Together with previously disclosed environmental and process innovations incorporated in the 2017 Feasibility Study, the new mine design now incorporates these following strategies and technologies designed to minimize environmental impacts of operation:

- Zero Process Liquid Discharge: The Elk Creek facility will now operate as a “Zero Process Liquid Discharge” facility, with no releases of process liquids. Instead, both naturally occurring, brackish (slightly salty) water produced during mining operations, and water used in ore processing, will be treated on site for use in operations. A solid salt will be produced from water treatment operations which will be stored on site.

- No Wastewater Discharge to the Missouri River: By treating water on site, the Elk Creek Project no longer needs to transport water for discharge into the Missouri River. This will release the Elk Creek Project from having to obtain a specific National Pollutant Discharge Elimination System water quality discharge permit from the State of Nebraska, or an additional Section 404 permit, or a Section 408 permit from the USACE. The Section 408 permit would have required completion of an Environmental Assessment study, a process that is governed by NEPA and involves review by multiple federal government agencies.

- Additional Protection of Groundwater Resources Through Artificial Ground Freezing: The Elk Creek Project’s new mine design will utilize artificial ground freezing as part of the process of sinking the production and ventilation shafts. Artificial ground freezing creates a temporary frozen barrier that helps to protect groundwater resources in the area while shaft-sinking operations are underway.

- Avoidance of Permanent Impacts to Federally Jurisdictional Waters: We designed the layout of the Elk Creek Project to minimize or avoid permanent impacts to any federally jurisdictional waters and/or wetlands on the property. This reduced the expected environmental impacts and allowed the Elk Creek Project to secure a Clean Water Act Section 404 permit from the USACE under the Nationwide Permit program, a much more efficient and less expensive process than an individual Section 404 permit. No other NEPA-level federal permits are now expected to be required for the Elk Creek Project.

- Recycling of Reagents Used in Mineral Processing: Metallurgical and process breakthroughs that we accomplished in 2016 and 2017 are expected to help reduce the volume of material planned for disposal in the Elk Creek Project’s tailings storage areas. As more of this material is recycled, the environmental footprint of the Elk Creek Project is reduced.

- Utilizing Tailings as Underground Mine Backfill: We plan to fill underground voids concurrently with mining operations using a paste backfill material that contains mine waste material that typically would be stored in above-ground mine tailings storage areas.

Mineral Reserves and Resources

The Mineral Reserves and Mineral Resources disclosed below are based on the 2019 Elk Creek Feasibility Study in conformity with generally accepted CIM "Estimation of Mineral Resource and Mineral Reserves Best Practices" guidelines and are reported in accordance with the CIM "Definition Standards – For Mineral Resources and Mineral Reserves, May 10, 2014." Mineral Reserves and Mineral Resources at the Elk Creek Project as of June 30, 2019 are summarized below in Table 3 and Table 4, respectively.

Cautionary Note to U.S. Investors: The terms Proven Reserve, Probable Reserve, Indicated Resource, and Inferred Resource as described in Tables 3 and 4 below are as defined in Canadian National Instrument 43-101. These terms are not defined under SEC Industry Guide 7 and are not SEC Industry Guide 7 proven and probable reserves. In addition, the estimation of inferred resources involves far greater uncertainty as to their existence and economic viability than the estimation of other categories of resources. U.S. investors are cautioned not to assume that estimates of inferred mineral resources exist, are economically minable, or will be upgraded into measured or indicated mineral resources. See "Cautionary Note to U.S. Investors Regarding Mineral Reserve and Resource Estimates" above.

Table 3: Underground Mineral Reserve Estimate for Elk Creek

Classification	Tonnage (x1000 mt)	Nb_2O_5 Grade (%)	Contained Nb_2O_5 (mt)	Payable Nb (mt)	TiO_2 Grade (%)	Contained TiO_2 (mt)	Payable TiO_2 (mt)	Sc Grade (ppm)	Contained Sc (mt)	Payable Sc_2O_3 (mt)
Proven										
Probable	36,313	0.81	293,321	168,861	2.86	1,039,050	418,841	65.7	2,387	3,410
Total Proven and Probable	36,313	0.81	293,321	168,861	2.86	1,039,050	418,841	65.7	2,387	3,410

Source: Nordmin, 2019. All figures are rounded to reflect the relative accuracy of the estimates. Totals may not sum due to rounding.

February 19, 2019 Mineral Reserve Details		
Parameter	Value	Unit
Mining Cost	43.55	US$/mt mined
Processing	108.16	US$/mt mined
Water Management and Infrastructure	13.71	US$/mt mined
Tailings Management	1.35	US$/mt mined
Other Infrastructure	6.96	US$/mt mined
General and Administrative	8.65	US$/mt mined
Royalties/Annual Bond Premium	7.53	US$/mt mined
Total Cost	189.91	US$/mt mined
Nb_2O_5 to Niobium conversion	69.6	%
Niobium Process Recovery	82.36	%
Niobium Price	39.60	US$/kg
TiO_2 Process Recovery	40.31	%
TiO_2 Price	0.88	US$/kg
Sc Process Recovery	93.14	%
Sc to Sc_2O_3 conversion	153.4	%
Sc Price	3,675	US$/kg

- Nordmin has reported the mineral reserve based on the mine design, mine plan, and cash-flow model utilizing an average cut-off grade of 0.788% NB_2O_5 with an NSR of $500/mt.
- Nordmin considers that the mineral reserve is amenable for underground extraction with a processing method to recover FeNb (as the saleable product of Nb_2O_5), TiO_2, and Sc_2O_3 products.
- The economic assumptions used to define Mineral Reserve cut-off grade are as follows:
  - Annual LoM production rate of ~7,220 tonnes of FeNb/annum,
    - Initial elevated five-year production rate ~ 7,351 tonnes of FeNb/annum
  - Mining dilution of ~6% was applied to all stopes and development, based on 3% for the primary stopes, 9% for the secondary stopes, and 5% for ore development.
  - Mining recoveries of 95% were applied.
  - Price assumptions for FeNb, Sc_2O_3, and TiO_2 are based upon independent market analyses for each product.
  - Price and cost assumptions are based on the pricing of products at the "mine-gate", with no additional down-stream costs required. The assumed products are a ferroniobium product (metallic alloy shots 0.65Nb•0.35% Fe), a titanium dioxide product in powder form, and scandium trioxide in powder form.
- The mineral reserve has an average LoM NSR of $538.63 /tonne.
- Nordmin has provided detailed estimates of the expected costs based on the knowledge of the style of mining (underground) and potential processing methods (by third-party qualified persons).
- Mineral Reserve effective date February 19, 2019. The financial model was run post-February 2019, which reflects a total cost of $196.41 versus $189.91 used in the February 19, 2019 Mineral Reserve Details Table above. Nordmin does not consider this a material change.
- Price variances for commodities is based on updated independent market studies versus earlier projected pricing. The updated independent market studies do not have a negative effect on the reserve.
- Nordmin completed a site inspection of the deposit through a subcontractor, Jean-Francois St-Onge, P.Eng., Associate Consulting Specialist – Mining, an appropriate "independent qualified person" as this term is defined in NI 43-101.

Table 4: Mineral Resource Statement for Elk Creek

Classification	Cut-off NSR (DIL) (US$/mt)	Tonnage (x1000 mt)	Nb_2O_5 Grade (%)	Contained Nb_2O_5 (mt)	TiO_2 Grade (%)	Contained TiO_2 (mt)	Sc Grade (ppm)	Contained Sc (mt)
Indicated	180	183,185	0.54	981,092	2.15	3,940,419	57.65	10,562
Inferred	180	103,992	0.48	498,864	1.81	1,886,181	47.38	4,928

Source: Nordmin, 2019. All figures are rounded to reflect the relative accuracy of the estimates. Totals may not sum due to rounding.

February 19, 2019 Mineral Resource Details		
Parameter	Value	Unit
Mining Cost	50.0	US$/mt mined
Processing	125	US$/mt mined
General and Administrative	5.0	US$/mt mined
Total Cost	180	US$/mt mined
Nb2O5 to Niobium conversion	69.6	%
Niobium Process Recovery	82.36	%
Niobium Price	39.60	US$/kg
TiO_2 Process Recovery	40.31	%
TiO_2 Price	0.88	US$/kg
Sc Process Recovery	93.14	%
Sc to Sc_2O_3 conversion	153.4	%
Sc Price	3,675	US$/kg
Calculated CoG NSR diluted 6 %	180	US$/mt

- Mineral resources are reported inclusive of the mineral reserve. Mineral resources are not mineral reserves and do not have demonstrated economic viability. All figures are rounded to reflect the relative accuracy of the estimate and have been used to derive sub-totals, totals and weighted averages. Such calculations inherently involve a degree of rounding and consequently introduce a margin of error. Where these occur, Nordmin does not consider them to be material.
- The reporting standard adopted for the reporting of the MRE uses the terminology, definitions and guidelines given in the CIM Standards on Mineral Resources and Mineral Reserves (May 10, 2014) as required by NI 43-101.
- CIM definition standards for mineral resources and mineral reserves (May 2014) defines a mineral resource as:
  - "(A) concentration or occurrence of diamonds, natural solid inorganic material, or natural solid fossilized organic material including base and precious metals, coal, and industrial minerals in or on the Earth's crust in such form and quantity and of such a grade or quality that it has reasonable prospects for economic extraction. The location, quantity, grade, geological characteristics and continuity of a mineral resource are known, estimated or interpreted from specific geological evidence and knowledge".
- Historical samples have been validated via re-assay programs, and all drilling completed by NioCorp has been subjected to QA/QC. All composites have been capped and then composited where appropriate, and estimates completed used ordinary kriging. The concession is wholly owned by and exploration is operated by NioCorp Developments Ltd.
- The project is amenable to underground longhole open stoping mining methods. Using results from metallurgical test work, suitable underground mining and processing costs, and forecast product pricing Nordmin has reported the mineral resource at an NSR cut-off of US$180/mt.
- Economic Assumptions Used to Define Mineral resource Cut-off Value:

$$\text{Diluted NSR (US\$)} = \frac{\text{Revenue per block } Nb_2O_5 \text{ (diluted)} + \text{Revenue per block } TiO_2 \text{ (diluted)} + \text{Revenue per block Sc (diluted)}}{\text{Diluted tonnes per block}}$$

- Price assumptions for FeNb, Sc2O3, and TiO2 are based upon independent market analyses for each product.
- Price and cost assumptions are based on the pricing of products at the "mine-gate", with no additional down-stream costs required. The assumed products are a ferroniobium product (metallic alloy shots 0.65Nb•0.35% Fe), a titanium dioxide product in powder form, and scandium trioxide in powder form.
- The "reasonable prospects for economic extraction" requirement generally implies that the quantity and grade estimates meet certain economic thresholds and that the mineral resources are reported at an appropriate Cut-off Grade (**"CoG"**), considering extraction scenarios and processing recoveries. Based on this requirement, Nordmin considers that major portions of the project are amenable for underground extraction with a processing method to recover FeNb (as the saleable product of Nb2O5), TiO2, and Sc2O3 products.
- The result of positive indications from the company's metallurgical testing and development program, titanium (TiO2) and scandium (Sc) were added to the mineral resource Statement in February 2015. Both metals can be recovered with simple additions to the existing process flowsheet and would provide additional revenue streams that would complement the planned production of ferroniobium.
- Nordmin has provided reasonable estimates of the expected costs based on the knowledge of the style of mining (underground) and potential processing methods (by third-party qualified persons).
- Mineral Resource effective date February 19, 2019.
- Nordmin completed a site inspection of the deposit by Glen Kuntz, BSc, P.Geo., Consulting Specialist - Geology/Mining, an appropriate "independent qualified person" as this term is defined in NI 43-101.

Environmental and Social

A number of key permits and environmental management requirements have been identified for the Elk Creek Project, some of which need to be implemented as soon as practicable in order to maintain the proposed Elk Creek Project schedule.

- While not necessarily complex, the timing generally required to complete permitting through any federal regulatory agency requires that NioCorp engage key agencies (in this case the USACE and possibly the EPA) early on in Elk Creek Project development and consider the siting and orientation of facilities carefully to minimize the risk of a protracted National Environmental Policy Act analysis of the Elk Creek Project. At the present time, the company believes that we have completed the major federal permitting actions needed for project construction, although changes to the design or location of project facilities may require that additional federal permits be obtained.

- Construction at the facility will require an air construction permit (the "Air Permit") from the State of Nebraska. The Air Permit will describe all of the prospective air emissions from the facility and will require the completion of an air quality model that demonstrates compliance with the NAAQS. Permanent construction at the site cannot commence until this Air Permit is issued, although a number of preconstruction activities are allowed under standing NDEE policy. An application for the Air Permit was submitted to the State on July 24, 2019. The NDEE notified the Company that the Air Permit application was administratively complete on July 29, 2019, and that the application was technically complete on September 27, 2019. A draft Air Permit was provided to the Company on March 26, 2020 for courtesy source review and the Company responded with a set of comments and requested changes on April 8, 2020. The NDEE considered the Company's comments and requested changes before issuing a revised draft Air Permit for a formal 30-day public comment period on April 16, 2020. This comment period closed on May 18, 2020, and final Air Permit was issued by the State of Nebraska on June 2, 2020 for the Elk Creek Project.

- A radioactive materials license will be needed from the Nebraska Department of Health and Human Services ("NDHHS"), Office of Radiological Health. Because of their limited experience with hard rock mining in the State of Nebraska, much less mining that includes Naturally Occurring Radioactive Material, the NDHHS may require additional information and more time to approve the Elk Creek Project under a Broad Scope License. The Company has been working with NDHHS on this aspect of project permitting since 2014.

- Documentation of existing baseline environmental conditions at the Elk Creek Project site was initiated in 2014 and will continue as needed throughout the permitting process.

- Surface water monitoring will continue throughout the permitting process and extend into construction and operations as part of the Environmental Management System and likely State of Nebraska permit requirements.

- A wetland delineation and potential jurisdictional waters assessment was conducted in late 2014 to identify wetland and drainage features within the proposed Elk Creek Project boundary which resulted in a formal JD being issued by the USACE on September 6, 2016. The entire project has been authorized under the non-notifying provisions of Nationwide Permit 12.

- The major land-use authorization for the project was received from Johnson County, Nebraska, on December 24, 2019 in the form of a Special Use Permit for the project. This land-use permit is a necessary precursor to any project-related construction activities.

- Closure costs for the Elk Creek Project have been estimated at just over $44 million, including approximately $13.5 million for reclamation and closure of the TSFs and $16.6 million for plant and building removal and reclamation.

- Community engagement has occurred in parallel with Nebraska field operations and has included public meetings, presentations to public agencies, communications with local and state politicians, meetings with environmental groups, and one-on-one meetings with area landowners.

Other Elk Creek Project Activities

On August 7, 2019, the Company announced the successful production of an Aluminum-Scandium ("AlSc") master alloy using a metallurgical process that helps to demonstrate a pathway to potential commercial production of the master alloy. The AlSc master alloy was produced at Ames Laboratory's Materials Preparation Center, located in Ames, Iowa, under the supervision of NioCorp engineers and employing an improved production methodology specified by Tactical Alloys, a firm with over 20 years of experience in the AlSc alloy space. Ames Laboratory is a U.S. Department of Energy national laboratory recognized as a world leader in the research and development of rare earth and rare metal materials, such as scandium. NioCorp commercially purchased the scandium used to create the master alloy at Ames Laboratory's Materials Preparation Center. The alloy production was the second such AlSc master alloy production test run performed by NioCorp and researchers at Ames Laboratory's Materials Preparation Center.

On October 8, 2019, the Company announced that it signed contracts with the State of Nebraska under the existing Nebraska Advantage program to reduce the Company's state and local tax liability by as much as $200 million over 10 years, conditional upon meeting the program's job creation and investment requirements at the Elk Creek Project site. The estimate of the tax benefit under the Nebraska Advantage program is based on calculations and assumptions contained in the Technical Economic Model for the Elk Creek Project, which is summarized in the 2019 Elk Creek Feasibility Study. The economic model estimates project revenues and costs on an undiscounted basis. The actual tax benefit realized upon project execution may be more or less than this estimate.

On October 31, 2019, the Company announced that Cementation USA, part of the Cementation Americas Group ("Cementation"), was selected as the lead EPC contractor for the underground aspects of the Elk Creek Project. Based in Sandy, Utah, Cementation is a mining- and minerals-focused group of companies, delivering both underground and surface solutions for mines and downstream minerals processing facilities worldwide. Cementation specializes in delivering sustainable engineering, procurement, construction, commissioning, and operations and maintenance solutions to the mining and minerals industry. Negotiations towards a formal EPC agreement between NioCorp and Cementation are underway, and the Company anticipates that any significant work on the Elk Creek Project pursuant to such agreement will be contingent on obtaining additional project financing, if and when available.

On November 4, 2019, the Company announced that it selected Zachry Group ("Zachry") as the EPC firm for the surface facilities and associated infrastructure of the Elk Creek Project, subject to the completion of EPC contract negotiations. Based in San Antonio, Texas, and with an engineering office in Omaha, Nebraska, Zachry is a pacesetter in turnkey construction, engineering, maintenance, turnaround, and fabrication services to the chemicals, power, energy, manufacturing and industrial sectors. Zachry has been engaged on the Elk Creek Project since 2014 and is currently working under an Engineering Services Agreement with NioCorp. The Company anticipates that any significant work on the Elk Creek Project pursuant to an EPC agreement with Zachry will be contingent on obtaining sufficient project financing, if and when available.

On November 5, 2019, the Company announced the selection of key contractors - Olsson, DuPont Clean Technologies ("DuPont"), and Veolia Water Technologies ("Veolia") - to work on the Elk Creek Project in the following capacities:

- Olsson will continue their engagement around project permitting, with personnel based in their Lincoln, Omaha and Denver offices. Olsson has led state and federal permitting efforts for the Elk Creek Project since 2014, including NioCorp's current effort to obtain the Air Permit for the Elk Creek Project. Olsson's previous work on the Elk Creek Project included civil engineering, geotech analysis, successful navigation of Army Corps of Engineers permitting programs (Sections 404 and 408 permits), and National Pollutant Discharge Elimination System permitting.
- DuPont has been selected to provide engineering and procurement activities related to the Elk Creek Project's planned sulphuric acid recycling plant. Subject to execution of a formal contract, DuPont will primarily provide its MECS® Air Pollution control solutions, in order to reduce emissions. The Clean Technologies division of DuPont is a global leader in process technology licensing and engineering, offering MECS® critical process equipment, products and services to minimize emissions for the sulfuric acid industry.
- Pennsylvania-based Veolia has been selected by NioCorp to conduct engineering and procurement activities related to the Elk Creek Project's planned water treatment plant, subject to execution of a formal contract. Veolia is a global leader in water and wastewater treatment with more than 160 years of experience. As a specialized provider of technological solutions and services, from Engineering and Procurement to standard systems, Veolia applies process expertise and industry knowledge to respond to the needs of industrial clients and municipalities.

Between December 2019 and July 2020, the Company secured a series of extended and new OTP agreements that cover the Elk Creek Project's projected operational needs over the prospective 36-year life of the project. As a result of these efforts and the expiration of certain OTPs that were signed in 2014-2015, the Company currently holds 13 OTPs covering 2,536 acres.

Proposed Activities

Our long-term financing efforts continued through fiscal 2020. However, as noted above under "Recent Corporate Events," the COVID-19 pandemic has created uncertainty with respect to overall project funding and timelines. As funds become available through the Company's fundraising efforts, we expect to undertake the following activities:

- Continuation of the Company's efforts to secure federal, state and local permits;
- Negotiation and completion of EPC agreements;
- Completion of the final detailed engineering for the underground portion of the Elk Creek Project;
- Initiation and completion of final detailed engineering for surface project facilities;
- Construction of natural gas and electrical infrastructure under existing agreements to serve the Elk Creek Project site;
- Initiation of revised mine groundwater investigation and control activities; and
- Initiation of long-lead equipment procurement activities.

Non-GAAP Financial Performance Measures

Non-GAAP financial performance measures are intended to provide additional information only and do not have any standard meaning prescribed by U.S. GAAP. These measures should not be considered in isolation or as a substitute for performance measures prepared in accordance with U.S. GAAP.

The 2019 Elk Creek Feasibility Study uses non-GAAP financial performance measures, such as EBITDA, Averaged Annual EBITDA and Averaged EBITDA Margin, for purposes of projecting the economic results of the Elk Creek Project. We are unable to provide a reconciliation of these forward-looking non-GAAP measures to the most comparable U.S. GAAP financial performance measures because certain information needed to reconcile those non-GAAP measures to the most comparable U.S. GAAP financial performance measures is dependent on future events, some of which are outside the control of the Company, such as FeNb, Sc2O3 and TiO2 prices, interest rates and exchange rates. Moreover, estimating such U.S. GAAP measures with the required precision necessary to provide a meaningful reconciliation is extremely difficult and could not be accomplished without unreasonable effort.

New SEC Disclosure Rules for Registrants Engaged in Mining Operations

In October 2018, the SEC approved final rules requiring comprehensive and detailed disclosure requirements for issuers with material mining operations. The provisions in Industry Guide 7 and Item 102 of Regulation S-K, have been replaced with a new subpart 1300 of Regulation S-K under the United States Securities Act. The Company will be required to comply with these new rules for the fiscal year ended June 30, 2022 and thereafter. The changes adopted are intended to align the SEC's disclosure requirements more closely with global standards as embodied by the Committee for Mineral Reserves International Reporting Standards ("CRIRSCO"), including Canada's NI 43-101 and CIM Definition Standards. Under the new SEC rules, SEC registrants will be permitted to disclose "mineral resources" even though they reflect a lower level of certainty than mineral reserves. Additionally, under the new SEC rules, mineral resources must be classified as "measured," "indicated" or "inferred," terms which have similar definitions in and are required to be disclosed by NI 43-101 for Canadian issuers and are not recognized under SEC Industry Guide 7.

Corporate Headquarters

We lease our principal executive office space at 7000 South Yosemite Street, Suite 115, Centennial, Colorado.

ITEM 3. LEGAL PROCEEDINGS

As of September 16, 2020, we are not a party to any legal proceedings that could have a material adverse effect on the Company's business, financial condition or operating results. Further, to the Company's knowledge, no such proceedings have been threatened against the Company.

ITEM 4. MINE SAFETY DISCLOSURES

Pursuant to Section 1503(a) of the Dodd-Frank Act, issuers that are operators, or that have a subsidiary that is an operator, of a coal or other mine in the U.S. 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"). During the fiscal year ended June 30, 2020, the Company and its subsidiaries and their 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.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASE OF EQUITY SECURITIES

Market Information

The Common Shares were first listed and posted for trading on the Vancouver Stock Exchange on December 1, 1987. On March 9, 2015, the Common Shares commenced trading on the TSX under the trading symbol "NB." In addition, the Company trades on the U.S. Over-the-Counter Bulletin Board and the OTCQX under the symbol "NIOBF" and on the Frankfurt Stock Exchange as "BR3**."**

The over-the-counter market quotations reflect inter-dealer prices without retail mark-up, mark-down or commission and may not reflect actual transactions.

Holders

As of June 30, 2020, we had 8,813 holders of record of the Common Shares.

Dividends

We have not paid any cash dividends on the Common Shares since our inception and do not anticipate paying any cash dividends in the foreseeable future. We plan to retain our earnings, if any, to provide funds for the expansion of our business.

Securities Authorized for Issuance Under Equity Compensation Plans

See Equity Compensation Plan Information under *Item 12.*, "*Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters*," for information on plans approved by our shareholders.

Purchases of Equity Securities by the Company

We did not make any repurchases in the quarter ended June 30, 2020.

Recent Sales of Unregistered Securities

The following Common Shares were issued pursuant to Section 3(a)(9) of the Securities Act, in connection with the voluntary conversion of the remaining amount outstanding under the Second Tranche Security and based upon representations and warranties of Lind in connection therewith.

Date	Conversion Amount	Shares Issued	Conversion Price/Share
July 9, 2020	$33,333	64,298	C$0.70049

Exchange Controls

There are no governmental laws, decrees, or regulations in Canada that restrict the export or import of capital, including foreign exchange controls, or that affect the remittance of dividends, interest or other payments to non-resident holders of the securities of NioCorp, other than Canadian withholding tax. See "Certain Canadian Federal Income Tax Considerations for U.S. Residents" below.

Certain Canadian Federal Income Tax Considerations for U.S. Residents

The following summarizes certain Canadian federal income tax consequences generally applicable under the Income Tax Act (Canada) and the regulations enacted thereunder (collectively, the "Canadian Tax Act") and the Canada-U.S. Income Tax Convention (1980) (the "Convention") to the holding and disposition of Common Shares.

Comment is restricted to holders of Common Shares each of whom, at all material times for the purposes of the Canadian Tax Act and the Convention, (i) is resident solely in the U.S., (ii) is entitled to the benefits of the Convention, (iii) holds all Common Shares as capital property, (iii) holds no Common Shares that are "taxable Canadian property" (as defined in the Canadian Tax Act) of the holder, (iv) deals at arm's-length with and is not affiliated with NioCorp, (v) does not and is not deemed to use or hold any Common Shares in a business carried on in Canada, and (vi) is not an insurer that carries on business in Canada and elsewhere (each such holder, a "U.S. Resident Holder").

Certain U.S.-resident entities that are fiscally transparent for U.S. federal income tax purposes (including limited liability companies) may not in all circumstances be regarded by the Canada Revenue Agency (the "CRA") as entitled to the benefits of the Convention. Members of or holders of an interest in such an entity that holds Common Shares should consult their own tax advisers regarding the extent, if any, to which the CRA will extend the benefits of the Convention to the entity in respect of its Common Shares.

Generally, a holder's Common Shares will be considered to be capital property of the holder provided that the holder is not a trader or dealer in securities, did not acquire, hold, or dispose of the Common Shares in one or more transactions considered to be an adventure or concern in the nature of trade (i.e. speculation), and does not hold the Common Shares in the course of carrying on a business.

Generally, a holder's Common Shares will not constitute "taxable Canadian property" of the holder at a particular time at which the Common Shares are listed on a "designated stock exchange" (which currently includes the TSX) unless both of the following conditions are true:

(i) at any time during the 60-month period that ends at the particular time, 25% or more of the issued shares of any class of the capital stock of NioCorp were owned by or belonged to one or any combination of:

   a. the holder,

   b. persons with whom the holder did not deal at arm's length, and

   c. partnerships in which the holder or a person referred to in clause (B) holds a membership interest directly or indirectly through one or more partnerships, and

(ii) at any time during the 60-month period that ends at the particular time, more than 50% of the fair market value of the Common Shares was derived directly or indirectly from, one or any combination of, real or immovable property situated in Canada, "Canadian resource properties" (as defined in the Canadian Tax Act), "timber resource properties" (as defined in the Canadian Tax Act), or options in respect of, or interests in any of the foregoing, whether or not the property exists.

This summary is based on the current provisions of the Canadian Tax Act and the Convention in effect on the date hereof, all specific proposals to amend the Canadian Tax Act and Convention publicly announced by or on behalf of the Minister of Finance (Canada) on or before the date hereof, and the current published administrative and assessing policies of the CRA. It is assumed that all such amendments will be enacted as currently proposed, and that there will be no other material change to any applicable law or administrative or assessing practice, although no assurance can be given in these respects. Except as otherwise expressly provided, this summary does not take into account any provincial, territorial, or foreign tax considerations, which may differ materially from those set out herein.

This summary is of a general nature only, is not exhaustive of all possible Canadian federal income tax considerations, and is not intended to be and should not be construed as legal or tax advice to any particular U.S. Resident Holder. U.S. Resident Holders are urged to consult their own tax advisers for advice with respect to their particular circumstances. The discussion below is qualified accordingly.

A U.S. Resident Holder who disposes or is deemed to dispose of one or more Common Shares generally should not thereby incur any liability for Canadian federal income tax in respect of any capital gain arising as a consequence of the disposition.

A U.S. Resident Holder to whom NioCorp pays or is deemed to pay a dividend on the holder's Common Shares will be subject to Canadian withholding tax, and NioCorp will be required to withhold the tax from the dividend and remit it to the CRA for the holder's account. The rate of withholding tax under the Canadian Tax Act is 25% of the gross amount of the dividend, but should generally be reduced under the Convention to 15% (or, if the U.S. Resident Holder is a company which is the beneficial owner of at least 10% of the voting stock of NioCorp, 5%) of the gross amount of the dividend. For this purpose, a company that is a resident of the U.S. for purposes of the Canadian Tax Act and the Convention and is entitled to the benefits of the Convention shall be considered to own the voting stock of NioCorp owned by an entity that is considered fiscally transparent under the laws of the U.S. and that it is not a resident of Canada, in proportion to the Company's ownership interest in that entity.

ITEM 6. SELECTED FINANCIAL DATA (dollars in thousands, except per share amounts)

	For the Year Ended June 30,				
	2020	2019	2018	2017	2016
Sales	$ -	$ -	$ -	$ -	$ -
Total operating expenses	3,432	6,436	6,035	13,777	9,518
Net loss	4,001	7,336	8,497	14,630	11,408
Loss per common share, basic and diluted	0.02	0.03	0.04	0.08	0.07

	As of June 30,				
	2020	2019	2018	2017	2016
Total assets	$ 10,997	$ 11,085	$ 11,229	$ 11,351	$ 15,246
Debt, including current portion	5,258	3,292	6,350	5,314	7,796
Shareholders' equity	2,641	4,852	3,193	2,891	6,194

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF CONSOLIDATED FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following Management's Discussion and Analysis ("MD&A") provides information that management believes is relevant to an assessment and understanding of the consolidated financial condition and results of operations of NioCorp and subsidiaries. This item should be read in conjunction with our Consolidated Financial Statements and the notes thereto included in this Form 10-K. Discussions related to fiscal 2019 performance as compared to fiscal 2018 performance can be found in Item 7., "*Management's Discussion and Analysis of Consolidated Financial Condition and Results of Operations"* of the Company's Annual Report on Form 10-K for the year ended June 30, 2019.

Summary of Consolidated Financial and Operating Performance

	For the year ended June 30,		
	2020	2019	2018
		($ 000)	
Operating expenses	$ 3,432	$ 6,436	$ 6,035
Net loss	4,001	7,336	8,497
Net loss per share (basic and diluted)	0.02	0.03	0.04

The Company's net loss decreased to $4.0 million for fiscal 2020 from $7.3 million for fiscal 2019. This decrease resulted primarily from lower exploration expenditures and other operating expenses.

During the fiscal years ended June 30, 2020 and 2019, the Company had no revenues. Operating expenses incurred related primarily to performing exploration and feasibility study related activities, as well as the activities necessary to support corporate and shareholder duties, and are detailed in the following table.

Results of Operations (dollars in thousands)

	For the year ended June 30,		
	2020	**2019**	**2018**
Operating expenses:			
Employee related costs	$ 1,376	$ 1,557	$ 2,133
Professional fees	327	315	661
Exploration expenditures	1,201	3,144	2,136
Other operating expenses	528	1,420	1,105
Total operating expenses	**3,432**	**6,436**	**6,035**
Change in financial instrument fair value	38	630	1,902
Foreign exchange loss (gain)	179	(3)	174
Interest expense	354	266	375
(Gain) loss on equity securities	(2)	7	11
Income tax benefit	-	-	-
Net Loss	**$ 4,001**	**$ 7,336**	**$ 8,497**

Significant items affecting operating expenses are noted below:

Employee related costs for fiscal 2020 declined slightly as compared to fiscal 2019 primarily due to decreased share-based compensation costs reflecting the timing of Option issuances and the corresponding vesting periods, as well as the number of Options granted and associated fair value calculations, partially offset by the impacts of 2020 employee salary adjustments.

Exploration expenditures decreased in fiscal 2020 as compared to fiscal 2019 reflecting work performed in 2019 to complete the 2019 Elk Creek Feasibility Study, as well as costs incurred to develop the detailed engineering necessary to support the Air Permit application. Fiscal 2020 expenditures primarily related to the ongoing personnel costs, as well as permitting and project advancement activities.

Other operating expenses include investor relations, general office expenditures, stock and proxy expenditures and other miscellaneous costs. Costs decreased in fiscal 2020 as compared to fiscal 2019 primarily due to the 2019 expensing of previously deferred financing costs in conjunction with the release of the 2019 Elk Creek Feasibility Study, declines in share-based compensation costs for board members reflecting the timing of Option issuances and the corresponding vesting periods, and overall declines in Investor Relations expenses.

Other significant items impacting the change in the Company's net loss are noted below:

Change in financial instrument fair value primarily represents non-cash changes in the periodic market value of the Convertible Security, which is carried at fair value, as well as changes in the market value of the derivative liability component of the Notes. Higher costs in fiscal 2019, as compared to fiscal 2020, reflect the recognition of accrued interest and initial fair market valuations of additional Lind advances in that period.

Foreign exchange (gain) loss is primarily due to changes in the U.S. dollar against the Canadian dollar and the fiscal 2020 loss primarily reflects the impact of a strengthened U.S. dollar as applied to U.S. dollar-denominated debt instruments which are carried on the Canadian parent company books. Foreign exchange loss was minimal during fiscal 2019 as the ending U.S. dollar to Canadian dollar rate remained relatively unchanged from the prior year.

Interest expense increased in fiscal 2020 as compared to fiscal 2019 due to the increased principal amounts outstanding under the Current Smith Loans.

Liquidity and Capital Resources

We have no revenue generating operations from which we can internally generate funds. To date, our ongoing operations have been financed by the sale of our equity securities by way of private placements, convertible securities issuances, and the exercise of incentive stock options and share purchase warrants. We believe that we will be able to secure additional private placement financings in the future, although we cannot predict the size or pricing of any such financings. In addition, we may raise funds through the sale of interests in our mineral properties, although current market conditions and the impacts of the COVID-19 pandemic have reduced the number of potential buyers/acquirers of any such interests.

As of June 30, 2020, the Company had cash of $0.3 million and a working capital deficit of $7.7 million, compared to cash of $0.4 million and working capital deficit of $4.8 million on June 30, 2019. This change in working capital is due to an increase in accounts payable associated with the 2019 Elk Creek Feasibility Study and mine design work.

We expect that the Company will operate at a loss for the foreseeable future. The Company's current planned operational needs are approximately $11.0 million until June 30, 2021. In addition to outstanding accounts payable and short-term liabilities, our average monthly expenditures are approximately $245,000 per month where approximately $210,000 is for corporate overhead, lease extensions and estimated costs related to securing financing necessary for advancement of the Elk Creek Project. Approximately $35,000 per month is planned for expenditures relating to the advancement of the Elk Creek Project by ECRC. The Company's ability to continue operations and fund our current work plan is dependent on management's ability to secure additional financing.

The Company anticipates that it may need to raise $9.5 million to $10.3 million, to continue planned operations for the next twelve months focused on financing and detailed engineering efforts related to the Elk Creek Project. This estimate is net of C$1.5 million received from warrant exercises subsequent to June 30, 2020. Management is actively pursuing such additional sources of debt and equity financing, and while it has been successful in doing so in the past, there can be no assurance it will be able to do so in the future.

Elk Creek Property lease commitments are $41,000 until June 30, 2021, exclusive of costs incurred to exercise or, if necessary, extend our current land and mineral right option agreements, which expire at various times between January 2021 and May 2040. To maintain its currently held properties and fund its currently anticipated general and administrative costs and planned exploration and development activities at the Elk Creek Project for the fiscal year ending June 30, 2021, the Company will likely require additional financing during the current fiscal year. Should such financing not be available in that timeframe, we will be required to reduce our activities and will not be able to carry out all our presently planned activities at the Elk Creek Project.

On October 22, 2019, the Company announced that the remaining principal due under the Second Tranche Security was retired through a Common Share conversion of $200,000 on October 17, 2019. Remaining interest accrued monthly and the final balance was converted to Common Shares on July 9, 2020, the termination date of the agreement.

On January 17, 2020, the Company entered into an amending agreement to the Smith Credit Agreement, increasing the limit of the non-revolving credit facility to $2.5 million from the previous limit of $2.0 million. On April 3, 2020, the Smith Credit Agreement was amended to increase the limit of the non-revolving credit facility to $3.0 million and on June 10, 2020, the Smith Credit Agreement was amended to increase the limit of the non-revolving credit facility to $3.5 million. In addition, on June 10, 2020, the maturity date for loans made under the Smith Credit Agreement was extended to December 15, 2020. In conjunction with the extension of the maturity date for loans made under the Smith Credit Agreement, Mr. Smith agreed to extend the maturity date of the Original Smith Loan to December 15, 2020.

On April 17, 2020, ECRC received a U.S. Small Business Administration Loan (the "SBA Loan") from American National Bank, pursuant to the Paycheck Protection Program (the "PPP") established under the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), in the amount of $196,300. The application for these funds required the Company in good faith to certify that the current economic uncertainty made the loan request necessary to support the ongoing operations of the Company. This certification further required the Company to take into account current business activity and the ability to access other sources of liquidity sufficient to support ongoing operations in a manner that is not significantly detrimental to the business. Under the terms of the SBA Loan, the Company may be eligible for full or partial loan forgiveness; however, no assurance is provided that the Company will apply for, or obtain forgiveness for, any portion of the SBA Loan.

We currently have no further funding commitments or arrangements for additional financing at this time (other than the potential exercise of options and warrants) and there is no assurance that we will be able to obtain additional financing on acceptable terms, if at all. There is significant uncertainty that we will be able to secure any additional financing in the current equity or debt markets. The quantity of funds to be raised and the terms of any proposed equity or debt financing that may be undertaken will be negotiated by management as opportunities to raise funds arise. Management intends to pursue funding sources of both debt and equity financing, including but not limited to the issuance of equity securities in the form of Common Shares, warrants, subscription receipts, or any combination thereof in units of the Company pursuant to private placements to accredited investors or pursuant to equity lines of credit or public offerings in the form of underwritten/brokered offerings, at-the-market offerings, registered direct offerings, or other forms of equity financing and public or private issuances of debt securities including secured and unsecured convertible debt instruments or secured debt project financing. Management does not currently know the terms pursuant to which such financings may be completed in the future, but any such financings will be negotiated at arm's-length. Future financings involving the issuance of equity securities or derivatives thereof will likely be completed at a discount to the then-current market price of the Company's securities and will likely be dilutive to current shareholders.

Based on the conditions described within, management has concluded and the audit opinion and notes that accompany our financial statements for the year ended June 30, 2020, disclose that substantial doubt exists as to our ability to continue in business. The financial statements included in this Annual Report on Form 10-K have been prepared under the assumption that we will continue as a going concern. We are an exploration stage company and we have incurred losses since our inception. We do not have sufficient cash to fund normal operations and meet debt obligations for the next twelve months without deferring payment on certain current liabilities and raising additional funds. The continued spread of COVID-19 has resulted in business travel restrictions and other capital market disruptions. We believe this could have an adverse impact on our ability to obtain financing, development plans, results of operations, financial position, and cash flows during the current fiscal year. More specifically, during fiscal 2020, travel restrictions have negatively affected the ability of potential investors to conduct their due diligence and has delayed our ability to obtain future financing. We believe that the going concern uncertainty cannot be alleviated with confidence until the Company has entered into a business climate where funding of its planned ongoing operating activities is secured.

We have no exposure to any asset-backed commercial paper. Other than cash held by our subsidiaries for their immediate operating needs in Colorado and Nebraska, all of our cash reserves are on deposit with major U.S. and Canadian chartered banks. We do not believe that the credit, liquidity, or market risks with respect thereto have increased as a result of the current market conditions. However, in order to achieve greater security for the preservation of our capital, we have, of necessity, been required to accept lower rates of interest, which has also lowered our potential interest income.

Operating Activities

During the year ended June 30, 2020, the Company's operating activities consumed $3.0 million of cash (2019: $4.4 million). The cash used in operating activities for fiscal 2020 reflects the Company's funding of losses of $4.0 million, partially offset by minor non-cash adjustments and changes in working capital items. Overall, fiscal 2020 operational outflows were lower than fiscal 2019, due to costs incurred in 2019 in connection with the completion of the 2019 Elk Creek Feasibility Study. Going forward, the Company's working capital requirements are expected to increase substantially in connection with the development of the Elk Creek Project.

Financing Activities

Net cash provided by financing activities was $3.0 million in fiscal 2020, compared to $4.7 million in fiscal 2019. Year-over-year changes in financing inflows primarily reflect the timing of individual equity financing events, as discussed in Note 7 to the Consolidated Financial Statements, as well as the timing of Lind Agreement funding.

Cash Flow Considerations

The Company has historically relied upon equity financings, and to a lesser degree, debt financings, to satisfy its capital requirements and will continue to depend heavily upon equity capital to finance its activities. The Company may pursue debt financing in the medium term if it is able to procure such financing on terms more favorable than available equity financing; however, there can be no assurance the Company will be able to obtain any required financing in the future on acceptable terms.

The Company has limited financial resources compared to its proposed expenditures, no source of operating income, and no assurance that additional funding will be available to it for current or future projects, although the Company has been successful in the past in financing its activities through the sale of equity securities.

The ability of the Company to arrange additional financing in the future will depend, in part, on the prevailing capital market conditions and its success in developing the Elk Creek Project. Any quoted market for the Common Shares may be subject to market trends generally, notwithstanding any potential success of the Company in creating revenue, cash flows, or earnings, and any depression of the trading price of the Company's Common Shares could impact its ability to obtain equity financing on acceptable terms.

Historically, the Company has used net proceeds from issuances of Common Shares to provide sufficient funds to meet its near-term exploration and development plans and other contractual obligations when due. However, further development and construction of the Elk Creek Project will require substantial additional capital resources. This includes near-term funding and, ultimately, long-term funding (including debt and equity financing) for Elk Creek Project construction and other costs.

Debt Covenants

The Convertible Security contains financial and non-financial covenants customary for a facility of this size and nature, and includes a financial covenant defining an event of default as all present and future liabilities of the Company or any of its subsidiaries, exclusive of related party loans, for an amount or amounts exceeding C$2.0 million, and which have not been satisfied on time or within 90 days of invoice, or have become prematurely payable as a result of its default or breach. The Company was in compliance with these covenants as of June 30, 2020.

Contractual Obligations

Our contractual obligations at June 30, 2020, are summarized as follows (amounts in thousands):

	Payments due by period				
	Total	**Less than 1 year**	**1-3 years**	**4-5 years**	**After 5 years**
Debt	$ 5,937	$ 5,588[1]	$ 349[2]	$ -	$ -
Operating leases	155	73	38	13	31
Total contractual obligations	$ 6,092	$ 5,661	$ 387	$ 13	$ 31

(1) Amounts represent principal of $4,910 and estimated interest payments of $678, assuming no early extinguishment.
(2) Amounts represent principal of $344 and estimated interest payments of $5.

Off-Balance Sheet Arrangements

The Company does not have any off-balance sheet arrangements.

Environmental

Our mining and exploration activities are subject to various federal and state laws and regulations governing the protection of the environment. We have made, and expect to make in the future, expenditures to comply with such laws and regulations, but cannot predict the full amount of such future expenditures. As of June 30, 2020 and 2019, we had accrued $48,000 and $83,000, respectively, related to estimated environmental obligations.

Forward-Looking Statements

The foregoing discussion and analysis, as well as certain information contained elsewhere in this Annual Report on Form 10-K, contain "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act, and are intended to be covered by the safe harbor created thereby. See the discussion in "Forward-Looking Statements" in Item 1., "Business."

Accounting Developments

For a discussion of Recently Adopted Accounting Pronouncements and Recently Issued Accounting Pronouncements, see Note 2 to the Consolidated Financial Statements.

Critical Accounting Policies

Listed below are the accounting policies that we believe are critical to our financial statements due to the degree of uncertainty regarding the estimates or assumptions involved and the magnitude of the asset, liability, revenue or expense being reported. Our discussion of financial condition and results of operations is based upon the information reported in our Consolidated Financial Statements. The preparation of these Consolidated Financial Statements in conformity with U.S. GAAP requires us to make assumptions and estimates that affect the reported amounts of assets, liabilities, revenues, and expenses, as well as the disclosure of contingent assets and liabilities as of the date of our financial statements. We base our assumptions and estimates on historical experience and various other sources that we believe to be reasonable under the circumstances. Actual results may differ from the estimates we calculate due to changes in circumstances, global economics and politics, and general business conditions. A summary of our significant accounting policies is detailed in Note 2 to the Consolidated Financial Statements. We have outlined below those policies identified as being critical to the understanding of our business and results of operations and that require the application of significant management judgment.

Carrying Value of Long-Lived Assets

The recoverability of the carrying values of mineral properties is dependent upon economic reserves being discovered or developed on the properties, permitting, financing, start-up, and commercial production from, or the sale/lease of, or other strategic transactions related to these properties. Development and/or start-up of a project will depend on, among other things, management's ability to raise sufficient capital for these purposes. We assess the carrying cost of our mineral properties for impairment whenever information or circumstances indicate the potential for impairment. This would include events and circumstances such as our inability to obtain all the necessary permits, changes in the legal status of our mineral properties, government actions, the results of exploration activities and technical evaluations and changes in economic conditions, including the price of commodities or input prices. Such evaluations compare estimated future net cash flows with our carrying costs and future obligations on an undiscounted basis. If it is determined that the estimated future undiscounted cash flows are less than the carrying value of the property, an impairment loss will be recorded. Where estimates of future net cash flows are not determinable and where other conditions indicate the potential for impairment, management uses available market information and/or third-party valuation experts to assess if the carrying value can be recovered and to estimate fair value.

We review and evaluate our long-lived assets, other than mineral properties, for impairment when events or changes in circumstances indicate that the related carrying amounts may not be recoverable. An impairment loss is measured and recorded based on the estimated fair value of the long-lived assets being tested for impairment and their carrying amounts.

Derivative Instruments

All financial instruments that meet the definition of a derivative are recorded on the balance sheet at fair value. Changes in the fair value of derivatives are recorded in the Statements of Consolidated Operations. Management applies judgment in estimating the fair value of instruments that are highly sensitive to assumptions such as commodity prices, market volatilities, foreign currency exchange rates and interest rates. Variations in these factors could materially affect amounts credited or charged to earnings to reflect the changes in fair value of derivatives.

Income Taxes

We account for income taxes using the liability method, recognizing certain temporary differences between the financial reporting basis of our liabilities and assets and the related income tax basis for such liabilities and assets. This method generates a net deferred income tax liability or asset, as measured by the statutory tax rates in effect. We derive our deferred income tax expense or benefit by recording the change in the net deferred income tax liability or asset balance for the year. With respect to the earnings we derive from the operations of our consolidated subsidiaries, in those situations where the earnings are indefinitely reinvested, no deferred taxes have been provided on the unremitted earnings (including the excess of the carrying value of the net equity of such entities for financial reporting purposes over the tax basis of such equity) of our consolidated subsidiaries.

We are subject to reviews of our income tax filings and other tax payments, and disputes can arise with the taxing authorities over the interpretation of its contracts or laws. We recognize and record potential tax liabilities and record tax liabilities for anticipated tax audit issues in the U.S. and other tax jurisdictions based on our estimate of whether, and the extent to which, additional taxes will be due. We adjust these reserves in light of changing facts and circumstances; however, due to the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from our current estimate. If our estimate of tax liabilities proves to be different than the ultimate assessment, an additional expense or benefit would result. We recognize interest and penalties, if any, related to unrecognized tax benefits in *Income tax benefit (expense)*. In certain jurisdictions, we must pay a portion of the disputed amount to the local government in order to formally appeal the assessment. Such payment is recorded as a receivable if we believe the amount is ultimately recoverable.

Valuation of Deferred Tax Assets

Our deferred income tax assets include certain future tax benefits. We record a valuation allowance against any portion of those deferred income tax assets when we believe, based on the weight of available evidence, it is more likely than not that some portion or all of the deferred income tax asset will not be realized. We review the likelihood that we will realize the benefit of our deferred tax assets and therefore the need for valuation allowances on a quarterly basis, or more frequently if events indicate that a review is required. In determining the requirement for a valuation allowance, the historical and projected financial results of the legal entity or consolidated group recording the net deferred tax asset is considered, along with all other available positive and negative evidence.

Other

The Company has one class of shares, being Common Shares. A summary of outstanding shares, share options, warrants, and convertible debt option as of September 16, 2020, is set out below, on a fully-diluted basis.

	Common Shares Outstanding (fully diluted)
Common Shares	238,035,090
Stock options[1]	19,129,409
Warrants[1]	10,156,093
Convertible Notes[2]	1,069,773

1 Each exercisable into one Common Share

2 Represents estimated maximum Common Shares convertible pursuant to the Company's private placement of convertible debentures which closed October 22, 2015. Actual Common Shares issued may be impacted by the U.S. dollar to Canadian dollar exchange rate, accrued interest payable and current trading price of the Company's Common Shares at conversion date.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest rate risk

The Company's exposure to changes in market interest rates, relates primarily to the Company's earned interest income on cash deposits and short-term investments. The Company maintains a balance between the liquidity of cash assets and the interest rate return thereon. The carrying amount of financial assets, net of any provisions for losses, represents the Company's maximum exposure to credit risk.

Foreign currency exchange risk

The company incurs expenditures in both U.S. and Canadian dollars. Canadian dollar expenditures are primarily related to engineering and metallurgical exploration expenses, as well as certain professional services. As a result, currency exchange fluctuations may impact the costs of our operating activities. To reduce this risk, we maintain sufficient cash balances in Canadian dollars to fund expected near-term expenditures.

Commodity price risk

The Company is exposed to commodity price risk related to the elements associated with the Elk Creek Project. A significant decrease in the global demand for these elements may have a material adverse effect on our business. The Elk Creek Project is not in production, and the Company does not currently hold any commodity derivative positions.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Quarterly Results

The following is a summary of selected quarterly financial information (unaudited, amounts in thousands, except per share amounts):

	Fiscal Year Ended June 30, 2020				Fiscal Year Ended June 30, 2019			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Total Operating Expenses	$ 892	$ 1,001	$ 817	$ 722	$ 1,258	$ 1,958	$ 1,587	$ 1,633
Net Loss	$ 1,005	$ 1,076	$ 1,262	$ 658	$ 1,731	$ 2,473	$ 1,519	$ 1,613
Loss Per Common Share	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.01	$ 0.01	$ 0.01	$ 0.00

Report of Independent Registered Public Accounting Firm

Shareholders and Board of Directors
NioCorp Developments Ltd.
Centennial, Colorado

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of NioCorp Developments Ltd. (the "Company") as of June 30, 2020 and 2019, the related consolidated statements of operations and comprehensive loss, shareholders' equity, and cash flows for each of the three years in the period ended June 30, 2020, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at June 30, 2020 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended June 30, 2020, in conformity with accounting principles generally accepted in the United States of America.

Going Concern Uncertainty

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 4 to the consolidated financial statements, the Company has suffered recurring losses from operations, has a working capital deficiency, and has an accumulated deficit. In addition, the COVID-19 pandemic could have a material adverse impact on the Company's results of operations, cash flows and liquidity. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 4. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ BDO USA, LLP

We have served as the Company's auditor since 2015.

Spokane, Washington
September 16, 2020

NioCorp Developments Ltd.
Consolidated Balance Sheets

(expressed in thousands of U.S. dollars, except share data)

	Note	As of June 30, 2020	2019
ASSETS			
Current			
Cash		$ 307	$ 357
Prepaid expenses and other		31	71
Total current assets		338	428
Non-current			
Deposits		35	35
Investment in equity securities		7	5
Mineral interests	5	10,617	10,617
Total assets		$ 10,997	$ 11,085
LIABILITIES			
Current			
Accounts payable and accrued liabilities	6	$ 3,065	$ 2,941
Related party loan	10	3,818	1,480
Convertible debt, current portion	7	838	800
Notes payable, current portion	8	258	-
Derivative liability, convertible debt	7	33	-
Total current liabilities		8,012	5,221
Non-current			
Notes payable, net of current portion	8	344	-
Convertible debt, net of current portion	7	-	1,012
Total liabilities		8,356	6,233
Commitments and contingencies	16		
SHAREHOLDERS' EQUITY			
Common stock, unlimited shares authorized; shares outstanding: 235,925,684 at June 30, 2020 and 232,496,215 at June 30, 2019	9	84,476	82,939
Additional paid-in capital		13,206	13,124
Accumulated deficit		(94,686)	(90,685)
Accumulated other comprehensive loss		(355)	(526)
Total shareholder equity		2,641	4,852
Total liabilities and equity		$ 10,997	$ 11,085

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

NioCorp Developments Ltd.
Consolidated Statements of Operations and Comprehensive Loss
(expressed in thousands of U.S. dollars, except share and per share data)

	Note	For the year ended June 30, 2020	2019	2018
Operating expenses				
Employee related costs		$ 1,376	$ 1,557	$ 2,133
Professional fees		327	315	661
Exploration expenditures	11	1,201	3,144	2,136
Other operating expenses		528	1,420	1,105
Total operating expenses		3,432	6,436	6,035
Change in financial instrument fair value	7	38	630	1,902
Foreign exchange loss (gain)		179	(3)	174
Interest expense		354	266	375
(Gain) loss on equity securities		(2)	7	11
Loss before income taxes		4,001	7,336	8,497
Income tax benefit	14	-	-	-
Net loss		$ 4,001	$ 7,336	$ 8,497
Other comprehensive loss:				
Net loss		$ 4,001	$ 7,336	$ 8,497
Other comprehensive (gain) loss:				
Reporting currency translation		(171)	6	(86)
Total comprehensive loss		$ 3,830	$ 7,342	$ 8,411
Loss per common share, basic and diluted		$ 0.02	$ 0.03	$ 0.04
Weighted average common shares outstanding		234,610,126	223,160,189	207,255,111

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

NioCorp Developments Ltd.
Consolidated Statements of Cash Flows
(expressed in thousands of U.S. dollars)

	For the year ended June 30, 2020	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES			
Total loss for the period	$ (4,001)	$ (7,336)	$ (8,497)
Adjustments for:			
Depreciation	-	-	6
Change in financial instrument fair value	38	630	1,902
Unrealized (gain) loss on equity securities	(2)	7	11
Accretion of convertible debt	-	44	165
Foreign exchange (gain) loss	144	23	170
Write-off of deferred costs	-	474	-
Share-based compensation	153	604	1,296
	(3,668)	(5,554)	(4,947)
Change in non-cash working capital items:			
Receivables	-	-	7
Prepaid expenses	40	(53)	129
Accounts payable and accrued liabilities	579	1,252	(1,284)
Net cash used in operating activities	(3,049)	(4,355)	(6,095)
CASH FLOWS FROM INVESTING ACTIVITIES			
Deposits	-	-	15
Net cash provided by investing activities	-	-	15
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from issuance of capital stock	470	3,794	1,545
Share issue costs	-	(134)	(189)
Issuance of convertible debt	-	1,000	4,500
Related party debt draws	2,338	-	305
Long term debt funding	196	-	-
Deferred financing costs	-	-	(474)
Net cash provided by financing activities	3,004	4,660	5,687
Exchange rate effect on cash, cash equivalents and restricted cash	(5)	(21)	(37)
Change in cash, cash equivalents and restricted cash during period	(50)	284	(430)
Cash, cash equivalents and restricted cash, beginning of period	357	73	503
Cash, cash equivalents and restricted cash, end of period	$ 307	$ 357	$ 73
Supplemental cash flow information:			
Amounts paid for interest	$ 64	$ 129	$ 240
Amounts paid for income taxes	-	-	-
Non-cash financing transaction:			
Lind conversions	$ 980	$ 4,582	$ 5,130
Debt to equity conversion	-	-	207
Accounts payable to note conversion	406	-	-

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

NioCorp Developments Ltd.
Consolidated Statements of Shareholders' Equity
(expressed in thousands of U.S. dollars, except share data)

	Common Shares Outstanding	Common Stock	Additional paid-in capital	Deficit	Accumulated other comprehensive income	Total
Balance, July 1, 2017	198,776,337	$ 68,029	$ 10,320	$ (74,852)	$ (606)	$ 2,891
Exercise of options	10,091	7	(2)	-	-	5
Fair value of broker warrants granted	-	-	41	-	-	41
Fair value of Lind Warrants granted	-	-	724	-	-	724
Private placement – July 2017	2,962,500	1,540	-	-	-	1,540
Private placement – September 2017	415,747	207	-	-	-	207
Debt conversions	11,240,697	5,130	-	-	-	5,130
Share issuance costs	-	(230)	-	-	-	(230)
Share-based payments	-	-	1,296	-	-	1,296
Reporting currency presentation	-	-	-	-	86	86
Loss for the year	-	-	-	(8,497)	-	(8,497)
Balance, June 30, 2018	213,405,372	$ 74,683	$ 12,379	$ (83,349)	$ (520)	$ 3,193
Exercise of warrants	115,000	64	-	-	-	64
Exercise of options	16,203	15	(15)	-	-	-
Fair value of Lind Warrants granted	-	-	156	-	-	156
Private placement – September 2018	4,975,158	2,412	-	-	-	2,412
Private placement – April 2019	2,957,164	1,317	-	-	-	1,317
Debt conversions	11,027,318	4,582	-	-	-	4,582
Share issuance costs	-	(134)	-	-	-	(134)
Share-based payments	-	-	604	-	-	604
Reporting currency presentation	-	-	-	-	(6)	(6)
Loss for the year	-	-	-	(7,336)	-	(7,336)
Balance, June 30, 2019	232,496,215	$ 82,939	$ 13,124	$ (90,685)	$ (526)	$ 4,852
Exercise of warrants	664,549	338	-	-	-	338
Exercise of options	320,500	219	(71)	-	-	148
Debt conversions	2,444,420	980	-	-	-	980
Share-based payments	-	-	153	-	-	153
Reporting currency presentation	-	-	-	-	171	171
Loss for the year	-	-	-	(4,001)	-	(4,001)
Balance, June 30, 2020	235,925,684	$ 84,476	$ 13,206	$ (94,686)	$ (355)	$ 2,641

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

(expressed in thousands of U.S. dollars, except share data)

1. DESCRIPTION OF BUSINESS

NioCorp Developments Ltd. (the "Company") was incorporated on February 27, 1987 under the laws of the Province of British Columbia and currently operates in one reportable operating segment consisting of exploration and development of mineral deposits in North America, specifically, the Elk Creek Niobium/Scandium/Titanium property (the "Elk Creek Project") located in Southeastern Nebraska.

These consolidated financial statements have been prepared on a going concern basis that contemplates the realization of assets and discharge of liabilities at their carrying values in the normal course of business for the foreseeable future. These financial statements do not reflect any adjustments that may be necessary if the Company is unable to continue as a going concern.

The Company currently earns no operating revenues and will require additional capital in order to advance the Elk Creek Project. These matters raised substantial doubt about the Company's ability to continue as a going concern, and the Company is dependent upon the generation of profits from mineral properties, obtaining additional financing and maintaining continued support from its shareholders and creditors.

2. BASIS OF PREPARATION

a) Basis of Preparation and Consolidation
These consolidated financial statements have been prepared in conformity with generally accepted accounting principles of the U.S. ("U.S. GAAP"). Certain transactions include reference to Canadian dollars ("C$") where applicable.

These consolidated financial statements include the accounts of the Company and the subsidiaries listed in the following table. All intercompany transactions and balances have been eliminated.

	Country of incorporation	Ownership at June 30, 2020	2019
0896800 BC Ltd.	Canada	100%	100%
Elk Creek Resources Corp. ("ECRC")	USA	100%	100%

b) Use of Estimates
The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of expenses during the reporting period. The Company regularly evaluates estimates and assumptions related to the deferred income tax asset valuations and share-based compensation. The Company bases its estimates and assumptions on current facts, historical experience and various other factors that it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the other sources. The actual results experienced by the Company may differ materially and adversely from the Company's estimates. To the extent there are material differences between estimates and the actual results, future results of operations will be affected.

3. SIGNIFICANT ACCOUNTING POLICIES

a) Exploration Stage Enterprise
The Company is in the exploration stage of operation and devotes substantially all of its efforts to acquiring and exploring mining interests that management believes should eventually provide sufficient net profits to sustain the Company's existence. Until such interests are engaged in commercial production, the Company will continue to seek additional funding to support the completion of its exploration and development activities. The Company's activities are subject to significant risks and uncertainties, including its ability to secure sufficient funding to continue operations, to obtain proven and probable reserves, to comply with industry regulations and obtain permits necessary for development of the Elk Creek Project, as well as environmental risks and market conditions.

(expressed in thousands of U.S. dollars, except share data)

b) Cash and Cash Equivalents
Cash and cash equivalents include cash on hand, cash in banks, investments in certificates of deposit with original maturities of 90 days or less, and money market funds.

c) Foreign Currency Translation
Functional and reporting currency
Items included in the financial statements of each of the Company's entities are measured using the currency of the primary economic environment in which the entity operates ("the functional currency"). The functional currency of the Company is the Canadian dollar and the functional currency for Elk Creek Resources Corp., a wholly-owned subsidiary, is the U.S. dollar.

The reporting currency for these consolidated financial statements is U.S. dollars.

Transactions in foreign currency
Transactions made in a currency other than the functional currency are remeasured to the functional currency at exchange rates at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies at the reporting date are remeasured to the functional currency at the exchange rate at that date and non-monetary assets and liabilities are remeasured at historical rates. Foreign currency translation gains and losses are included in profit or loss.

Translation to reporting currency
The results and financial position of entities that have a functional currency different from the reporting currency are translated into the reporting currency as follows:

- Assets and liabilities for each statement of financial position presented are translated at the closing rate at the end of the reporting date.
- Income and expenses for each statement of income are translated at average exchange rates, unless this average is not a reasonable approximation of the cumulative effect of the rates prevailing on the transaction dates, in which case income and expenses are translated at the rate on the dates of the transactions.
- All resulting exchange differences are recognized in other comprehensive income.

d) Mineral Properties
Mineral property acquisition costs, including indirectly related acquisition costs, are capitalized when incurred. Acquisition costs include cash consideration and the fair market value of common shares issued as consideration. Properties acquired under option agreements, whereby payments are made at the sole discretion of the Company, are capitalized as mineral property acquisition costs at such time as the payments are made. Exploration costs are expensed as incurred. When it is determined that a mining deposit can be economically and legally extracted or produced based on established proven and probable reserves under the United States Securities and Exchange Commission ("SEC") Industry Guide 7, development costs related to such reserves and incurred after such determination will be considered for capitalization. The establishment of proven and probable reserves is based on results of feasibility studies, which indicate whether a property is economically feasible. Upon commencement of commercial production, capitalized costs will be amortized over their estimated useful lives or units of production, whichever is a more reliable measure. Capitalized amounts relating to a property that is abandoned or otherwise considered uneconomic for the foreseeable future are written off.

The recoverability of the carrying values of mineral properties is dependent upon economic reserves being discovered or developed on the properties, permitting, financing, start-up, and commercial production from, or the sale/lease of, or other strategic transactions related to these properties. Development and/or start-up of a project will depend on, among other things, management's ability to raise sufficient capital for these purposes. We assess the carrying cost of our mineral properties for impairment whenever information or circumstances indicate the potential for impairment. This would include events and circumstances such as our inability to obtain all the necessary permits, changes in the legal status of our mineral properties, government actions, the results of exploration activities and technical evaluations and changes in economic conditions, including the price of commodities or input prices. Such evaluations compare estimated future net cash flows with our carrying costs and future obligations on an undiscounted basis. If it is determined that the estimated future undiscounted cash flows are less than the carrying value of the property, an impairment loss will be recorded. Where estimates of future net cash flows are not determinable and where other conditions indicate the potential for impairment, management uses available market information and/or third-party valuation experts to assess if the carrying value can be recovered and to estimate fair value.

e) Long Lived Assets

Long-lived assets held and used by the Company are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. For purposes of evaluating the recoverability of long-lived assets, the recoverability test is performed using undiscounted net cash flows related to the long-lived assets. If such assets are considered to be impaired, the impairment recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell.

f) Financial Instruments

The Company's financial instruments consist of cash, receivables, equity securities, accounts payable and accrued liabilities, convertible debt and the related party loan. It is management's opinion that the Company is not exposed to significant interest, currency or credit risks arising from its financial instruments. The fair values of these instruments approximate their carrying value unless otherwise noted.

g) Concentration of Credit Risk

The financial instrument which potentially subjects the Company to credit risk is cash and cash equivalents, The Company holds investments or maintains available cash primarily in two commercial banks located in Vancouver, British Columbia and Santa Clara, California. As part of its cash management process, the Company regularly monitors the relative credit standing of these institutions.

h) Asset Retirement Obligation

The Company is subject to various government laws and regulations relating to environmental disturbances caused by exploration and evaluation activities. The estimated costs associated with environmental remediation obligations are accrued in the period in which the liability is incurred if it is reasonably estimable or known. Until such time that a project life is established, the Company records the corresponding cost as an exploration stage expense and has accrued $48 related to estimated obligations as of June 30, 2020 (2019 - $83).

Future reclamation and environmental-related expenditures are difficult to estimate in many circumstances due to the early stage nature of the Elk Creek Project, the uncertainties associated with defining the nature and extent of environmental disturbance, the application of laws and regulations by regulatory authorities and changes in reclamation or remediation technology. The Company periodically reviews accrued liabilities for such reclamation and remediation costs as evidence indicating that the liabilities have potentially changed becomes available. Changes in estimates are reflected in the consolidated statement of operations in the period an estimate is revised.

i) Income Taxes

Income taxes are provided based upon the liability method of accounting pursuant to ASC 740-10-25, *"Income Taxes – Recognition."* Under the approach, deferred income taxes are recorded to reflect the tax consequences in future years of differences between the tax basis of assets and liabilities and their financial reporting amounts at each year-end. A valuation allowance is recorded against deferred tax assets if management does not believe the Company has met the "more likely than not" standard imposed by ASC 740-10-25-5 to allow recognition of such an asset.

(expressed in thousands of U.S. dollars, except share data)

j) Basic and Diluted Per Share Disclosure
Basic earnings (loss) per share is computed by dividing net income (loss) by the weighted average number of common shares outstanding. In computing diluted earnings per share, the weighted average number of shares outstanding is adjusted to reflect the effect of potentially dilutive securities. Potentially dilutive shares, such as stock options and warrants, are excluded from the calculation when their inclusion would be anti-dilutive, such as when the exercise price of the instrument exceeds the fair market value of the Company's common stock and when a net loss is reported. The dilutive effect of convertible debt securities is reflected in the diluted earnings (loss) per share calculation using the if-converted method. Conversion of the debt securities is not assumed for purposes of calculating diluted earnings (loss) per share if the effect is anti-dilutive.

k) Stock Based Compensation
The Company grants stock options to directors, officers, and employees. Option terms and vesting conditions are at the discretion of the Board of Directors. The option exercise price is equal to the closing market price on the Toronto Stock Exchange on the day preceding the date of grant.

The Company estimates the fair value of stock options using the Black-Scholes option pricing model. The Company recognizes forfeitures as they occur.

l) Recent Accounting Standards

Issued and Adopted

On July 1, 2019, NioCorp adopted Accounting Standards Update ("ASU") No. 2016-02, Leases, which requires the recognition of right-of-use ("ROU") assets and related liabilities associated with all leases that are not short-term in nature. NioCorp has elected the practical expedient option to use July 1, 2019, the effective date of adoption, as the initial date of transition and not to restate comparative prior periods and to carry forward historical lease classifications. The new standard also provides practical expedients for a company's ongoing accounting. For those leases with a lease term of 12 months or less, the Company will not recognize ROU assets or lease liabilities. Management reviewed the impact of existing leases at adoption date and determined the resulting changes did not require the recording of any assets or liabilities on NioCorp's condensed consolidated balance sheets and had no other material impacts on the financial statements. Additionally, the Company concluded that its leases to explore for mineral deposits and rights to use land on which those natural resources are contained are outside the scope of this update.

On July 1, 2019, NioCorp adopted ASU 2018-07, Compensation - Stock Compensation - Improvements to Nonemployee Share-Based Payment Accounting. This update aimed to simplify the accounting for share-based payments awarded to non-employees for goods or services acquired. The update specifies that the measurement date is the grant date and that awards are required to be measured at fair value. The adoption of this standard had no impacts on the financial statements.

Issued and Not Effective

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board (the "FASB") that are adopted by the Company as of the specified effective date. Unless otherwise discussed, management believes that the impact of recently issued standards did not or will not have a material impact on the Company's consolidated financial statements upon adoption.

In August 2018, the FASB issued ASU 2018-13 - Fair Value Measurements (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement. This update modifies the disclosure requirements on fair value measurements in Topic 820 and eliminates 'at a minimum' from the phrase 'an entity shall disclose at a minimum' to promote the appropriate exercise of discretion by entities when considering fair value disclosures and to clarify that materiality is an appropriate consideration. The guidance is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019, with early adoption permitted. The Company believes that adoption of this guidance will not have a material impact on its consolidated financial statements.

(expressed in thousands of U.S. dollars, except share data)

Other recent accounting pronouncements issued by the FASB, including its Emerging Issues Task Force, the American Institute of Certified Public Accountants, and the SEC did not or are not believed by management to have a material impact on the Company's present or future consolidated financial statements.

4. GOING CONCERN ISSUES

The Company incurred a loss of $4,001 for the year ended June 30, 2020 (2019 - $7,336 and 2018 - $8,497) and had a working capital deficit and accumulated deficit of $7,674 and $94,686, respectively, as of June 30, 2020. These factors indicate the existence of a material uncertainty that raises substantial doubt about the Company's ability to continue as a going concern.

The Company's ability to continue operations and fund its expenditures is dependent on management's ability to secure additional financing. Management is actively pursuing such additional sources of financing, and while it has been successful in doing so in the past, there can be no assurance it will be able to do so in the future. These consolidated financial statements do not give effect to any adjustments required to realize the Company's assets and discharge its liabilities in other than the normal course of business and at amounts different from those reflected in the accompanying financial statements.

Since March 2020, several measures have been implemented in the United States, Canada, and the rest of the world in response to the increased impact from the novel coronavirus ("COVID-19"). While the impact of COVID-19 is expected to be temporary, the current circumstances are dynamic and the impact on our business operations cannot be reasonably estimated at this time. The continued spread of COVID-19 has resulted in business travel restrictions and other capital market disruptions. More specifically, during fiscal 2020, travel restrictions have negatively affected the ability of potential investors to conduct their due diligence and has delayed our ability to obtain future financing. We believe this could have an adverse impact on our ability to obtain financing, development plans, results of operations, financial position, and cash flows during the current fiscal year.

5. MINERAL INTERESTS

During the year ended June 30, 2011, the Company completed the acquisition of the Elk Creek property through a share exchange agreement with 0859404 BC Ltd, a Canadian company, which owned all the issued and outstanding shares of Elk Creek Resources Corp. ("Elk Creek"). The Company issued 18,990,539 Common Shares to acquire all of the issued and outstanding shares of 0859404 BC Ltd. and issued 1,034,348 Common Shares as a finder's fee with respect to the acquisition. The transaction did not meet the definition of a business acquisition, as set forth in ASC 805, and therefore was accounted for as a purchase of assets. The acquisition price was based on the market value of the Company's Common Shares on the closing date and total consideration given was C$13,246, including associated deferred tax impacts of C$4,736.

The property interests of Elk Creek consist of a number of prepaid mineral exploration option to purchase agreements and include a pre-determined buyout for permanent ownership of the mineral and/or surface rights. Terms of the agreements require no further significant payments, and the Company may negotiate lease extensions or elect to purchase the mineral and/or surface rights any time. Agreements that allow for the purchase of mineral rights contain provisions whereby the landowners would retain a 2% net smelter return.

6. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

	Note	As of June 30, 2020	2019
Accounts payable, trade		$ 2,460	$ 2,578
Interest payable to related party	10	450	165
Other accruals		155	198
Total accounts payable and accrued liabilities		$ 3,065	$ 2,941

7. CONVERTIBLE DEBT

	As of June 30, 2020	2019
Current Portion:		
Convertible notes	$ 800	$ 800
Convertible security	38	-
Total current portion	$ 838	$ 800
Noncurrent Portion:		
Convertible security	$ -	$ 1,102

(expressed in thousands of U.S. dollars, except share data)

Convertible Notes

The Company completed a non-brokered private placement of unsecured convertible promissory notes (the "Notes"), for gross proceeds of $800 (the "Private Placement") in October 2015. The Notes bear interest at a rate of 8%, payable quarterly in arrears, are non-transferable and have a term of three years from the date of issue. Principal under the Notes is convertible by lenders at any time into, and payable by the Company in, Common Shares of the Company at a conversion price of C$0.97 per Common Share, calculated on conversion or repayment using the then-current Bank of Canada noon exchange rate. Accrued but unpaid interest on the Notes will be convertible by the lender into, and payable by the Company in, Common Shares at a price per Common Share equal to the most recent closing price of the Company's Common Shares prior to the delivery to the Company of a request to convert interest, or the due date of interest, as applicable, calculated using the then-current Bank of Canada noon exchange rate. Interest, when due, is payable either in cash or Common Shares, at the election of the Company. Effective October 10, 2018, the due date for the Convertible Notes was extended for one year to October 14, 2019, and effective October 10, 2019, the due date was extended for one year to October 14, 2020. All other terms and conditions remained unchanged.

The conversion feature of the debentures meets the definition of a derivative liability instrument because the conversion feature is denominated in a currency other than the Company's Canadian dollar functional currency and the conversion rate is variable and therefore does not meet the "fixed-for-fixed" criteria outlined in ASC 815-40-15. As a result, the conversion feature of the debentures is required to be recorded as a derivative liability recorded at fair value and marked-to-market each period with the changes in fair value each period being charged or credited to income.

Changes in the Notes balance are comprised of the following:

	Convertible Notes
Balance, July 1, 2018	$ 756
Accreted interest, net of interest paid	44
Balance, June 30, 2019	800
Accreted interest, net of interest paid	-
Balance, June 30, 2020	$ 800

The changes in the derivative liability related to the conversion feature are as follows:

	Derivative Liability
Balance, July 1, 2018	$ 8
Change in fair value of derivative liability	(8)
Balance, June 30, 2019	-
Change in fair value of derivative liability	33
Balance, June 30, 2020	$ 33

Lind Partners Convertible Security Funding

	Convertible Security
Balance, July 1, 2018	$ 4,106
Additional debt drawdowns	1,000
Conversions, at fair value	(4,582)
Change in fair market value	488
Balance, June 30, 2019	1,012
Conversions, at fair value	(980)
Change in fair market value	6
Balance, June 30, 2020	$ 38

(expressed in thousands of U.S. dollars, except share data)

On December 22, 2015, the Company closed a definitive convertible security funding agreement (the "Lind Agreement") with Lind Asset Management IV, LLC ("Lind"). The Lind Agreement includes a $4,500 principal amount, 10% secured convertible security (the "Convertible Security") and 3,125,000 transferable Common Share purchase warrants (the "Lind Warrants"). The Convertible Security had a term of two years from its date of issuance, and interest was prepaid and added to its principal amount; accordingly, the initial face value of the Convertible Security was $5,400, and the yield of the Convertible Security (if held, unconverted, to maturity) was 10% per annum, or $900. Each Lind Warrant had a term of three years from its date of issuance and entitled the holder to purchase one additional Common Share (a "Lind Warrant Share") at a price of C$0.72 on or before December 22, 2018. Lind could increase the funding under the Convertible Security by an additional $1,000 during its two-year term. Further, provided certain conditions are met, the Company had the right to call an additional $1,000 under the funding agreement (a "First Tranche Increase"). The Agreement also provides for the issuance of a second Convertible Security on mutual agreement of the Company and Lind, in which Lind would fund up to another US$6.0 million (the "Second Tranche"), which can also be increased by US$1.0 million.

The Convertible Security is convertible into common shares of the Company at a conversion price equal to 85% of the volume weighted average trading price of the common shares (in Canadian dollars) for the five consecutive trading days immediately prior to the date on which the Investor provides the Company with notice of its intention to convert an amount of the Convertible Security from time to time. The issuance of the Convertible Security and the Lind Warrants was completed on a non-brokered private placement basis.

The Company has elected to account for the Convertible Security at fair value. Transaction costs of $214, including a 3% closing fee paid to Lind of $135, were expensed at closing. In addition, the Company recognized $620 in change in financial instrument fair value in the consolidated statement of operations related to fair value of the Lind Warrants at closing. The fair value of the Lind Warrants was estimated based on the Black Scholes pricing model using a risk-free interest rate of 1.30%, an expected dividend yield of 0%, a volatility of 86.58%, and an expected life of 3.0 years.

On February 14, 2017, upon satisfaction of the conditions for the First Tranche Increase, the Company provided notice to Lind to demand the advancement of an additional $1,000 in funding under the Convertible Security pursuant to its right to call. This amount was funded by Lind on March 31, 2017, resulting in an increase in the face amount of the Convertible Security of $1,200 ($1,000 in funding and $200 in implied interest).

On August 10, 2017, Lind provided notice to the Company of its election to advance an additional $1,000 in funding under the Convertible Security pursuant to its right under the Lind Agreement. This amount was funded by Lind in four equal installments, and in total the face value of the Convertible Security was increased by $1,200 ($1,000 in additional funding plus implied interest).

All amounts funded by Lind through August 10, 2017, including implied interest, have been converted to Common Shares as of May 22, 2018.

On January 23, 2018, Lind provided notice to the Company of its election to advance an additional $2,500 in funding under the Convertible Security pursuant to its right under the Lind Agreement. This amount was funded by Lind in three installments, and in total the face value of the Convertible Security was increased by $3,000 ($2,500 in additional funding plus implied interest).

On March 27, 2018, the Company provided notice to Lind of its election to call an additional $1,000 in funding under the Convertible Security pursuant to its right under the Lind Agreement. This amount was funded by Lind on April 5, 2018, and the face amount of the Convertible Security was increased by $1,200 ($1,000 in additional funding and $200 in implied interest).

(expressed in thousands of U.S. dollars, except share data)

On June 27, 2018, the Company signed a definitive convertible security funding agreement (the "Subsequent Lind Agreement") with Lind. Pursuant to the issuance of a convertible security (the "Subsequent Convertible Security" and, together with the Convertible Security, the "Convertible Securities"), a total of $1,000 was funded on July 9, 2018. The Subsequent Lind Agreement replaces the Lind Agreement in respect of the remaining $1,000 funding amount available under the Lind Agreement and accordingly, no further funding will be provided by Lind to the Company under the Lind Agreement. The terms of the Subsequent Convertible Security are substantially similar to the terms governing like securities under the Lind Agreement. As a result, upon payment of the $1,000 in funding by Lind to the Company, the Subsequent Convertible Security was issued in the amount of $1,200 ($1,000 in funding plus implied interest), and the Company issued warrants ("Warrants") to Lind, as follows:

					Black Scholes Pricing Model Inputs			
Funding Date	Face Value[1]	Warrants Issued[2]	Issue Price[3]	Warrant Expiry Date	Risk-free Rate	Yield	Volatility	Expected Life
July 9, 2018	$ 1,200	1,035,319	C$0.77	July 9, 2021	2.0%	0%	58.3%	3 years

1 Includes implied interest.
2 The value of Warrants issued totaled $156, which was expensed to Change in Financial Instrument Fair Value.
3 The price to convert one Warrant into one common share of the Company ("Common Share").

The Lind Agreement contains financial and non-financial covenants customary for a facility of this size and nature, and includes a financial covenant defining an event of default as all present and future liabilities of the Company or any of its subsidiaries, exclusive of related party loans, for an amount or amounts exceeding $2,000, and which have not been satisfied on time or within 90 days of invoice or have become prematurely payable as a result of its default or breach. The Company was in compliance with these covenants as of June 30, 2020.

8. NOTES PAYABLE

	As of June 30, 2020	2019
Current Portion:		
Vendor note	$ 166	$ -
SBA loan	92	-
Total current portion	$ 258	$ -
Noncurrent Portion:		
Vendor note	$ 240	$ -
SBA Loan	104	-
Total noncurrent portion	$ 344	$ -

Vendor Note
On April 13, 2020, the Company entered into an agreement with a vendor to convert amounts due for services performed to a 28-month note payable at a stated interest rate of 3%. The Company is obligated to make commercially reasonable efforts to make all payments under the payment plan in a timely manner, and any payment not made on or prior to the due date shall bear interest at an increased annual rate of 5% simple interest until paid.

SBA Loan
On April 17, 2020, ECRC received a U.S. Small Business Administration Loan (the "SBA Loan") from American National Bank, pursuant to the Paycheck Protection Program (the "PPP") established under the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), in the amount of $196. The application for these funds required the Company in good faith to certify that the current economic uncertainty made the loan request necessary to support the ongoing operations of the Company. This certification further required the Company to take into account current business activity and the ability to access other sources of liquidity sufficient to support ongoing operations in a manner that is not significantly detrimental to the business.

Under the terms of the SBA Loan, the Company may be eligible for full or partial loan forgiveness. The unforgiven portion of the SBA Loan is payable over two years at an annual interest rate of 1%, with a deferral of payments for the first six months. The Company intends to use the proceeds for purposes consistent with the PPP. While the Company currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, there can be no assurance that the Company will be eligible for forgiveness of the loan, in whole or in part.

9. COMMON STOCK

a) Issuances

Fiscal Year 2019 Issuances

On September 14, 2018, the Company completed the first tranche closing (the "2018 First Tranche Closing") of a non-brokered private placement (the "September 2018 Offering") of units (each a "Unit"). The 2018 First Tranche Closing consisted of the issuance of 2,917,587 Units, at a price of C$0.63 per Unit, for gross proceeds of C$1,838. Each Unit issued in connection with the 2018 First Tranche Closing consists of one Common Share and one-half of one Warrant. Each Warrant entitles the holder thereof to purchase one additional Common Share at a price of C$0.75 until September 14, 2020.

On September 28, 2018, the Company completed the second and final tranche closing (the "2018 Second Tranche Closing") of the September 2018 Offering. The 2018 Second Tranche Closing consisted of the issuance of 2,057,571 Units, at a price of C$0.63 per Unit, for gross proceeds of C$1,296. Each Unit issued in connection with the 2018 Second Tranche Closing consists of one Common Share and one-half of one Warrant. Each Warrant entitles the holder thereof to purchase one additional Common Share at a price of C$0.75 until September 28, 2020. Net proceeds from the September 2018 Offering were used by the Company for continued development of NioCorp's Elk Creek Project and for general corporate purposes. The Company paid cash commissions of C$18 in connection with the September 2018 Offering to brokers outside of the United States.

On April 29, 2019, the Company closed the first tranche (the "2019 First Tranche Closing") of a non-brokered private placement (the "April 2019 Private Placement") of Units of the Company. In connection with the 2019 First Tranche Closing, a total of 1,666,664 Units were issued at a price per Unit of C$0.60, for total gross proceeds to the Company of approximately C$1 million.

On May 9, 2019, the Company closed the second and final tranche of the April 2019 Private Placement (the "2019 Second Tranche Closing") and a total of 1,290,500 Units were issued at a price per Unit of C$0.60, for total gross proceeds to the Company of approximately C$0.8 million.

Each Unit issued pursuant to the April 2019 Private Placement consisted of one Common Share and one-half of one Common Share purchase Warrant. Each full Warrant entitles the holder thereof to purchase one additional Common Share at a price of C$0.72 for a period of two years from their date of issuance. Proceeds from the April 2019 Private Placement will be used for working capital and general corporate purposes.

Fiscal Year 2018 Issuances

On July 26, 2017, the Company closed a brokered private placement (the "July 2017 Private Placement") of units ("Units") of the Company. Under the July 2017 Private Placement, a total of 2,962,500 Units were issued at C$0.65 per Unit, for total gross proceeds to the Company of approximately C$1,926. Each Unit issued under the July 2017 Private Placement consists of one Common Share and one Warrant of the Company. Each Warrant entitles the holder thereof to purchase one additional Common Share at a price of C$0.79 until July 26, 2021.

The July 2017 Private Placement was brokered by Mackie Research Capital Corporation (the "Agent"). The Company paid the Agent an aggregate cash commission of approximately C$125, equal to 6.5% of the gross proceeds raised under the July 2017 Private Placement. The Company also issued to the Agent 192,562 broker warrants (the "Broker Warrants"), equal to 6.5% of the Units sold pursuant to the July 2017 Private Placement. Each Broker Warrant entitles the holder thereof to purchase one Common Share at a price of C$0.79 until July 26, 2021. The fair value of the Broker Warrants of $41 was estimated based on the Black Scholes pricing model using a risk-free interest rate of 1.32%, an expected dividend yield of 0%, a volatility of 60.3%, and an expected life of four years. Total cash issue costs including agents' commission, legal and other fees was $189. Proceeds of the July 2017 Private Placement were used for general working capital purposes and to continue advancement of the Company's Elk Creek Project.

(expressed in thousands of U.S. dollars, except share data)

On September 5, 2017, the Company entered into a shares-for-debt agreement with Northcott Capital Limited ("Northcott") whereby NioCorp issued 415,747 Common Shares to settle a debt of C$254 owed to Northcott for past and prospective services through December 2017. Northcott manages NioCorp's current effort to assemble a debt financing package as part of the Company's overall Elk Creek Project financing effort. The shares issued to Northcott were priced at C$0.61 per share, which represents a 10% premium over the five-day Volume Weighted Average Price of the Common Shares of C$0.5571 as of the date of the agreement.

b) Stock Options

On November 9, 2017, the Company's shareholders voted to approve a new Long-Term Incentive Plan (the "Long-Term Incentive Plan") and the granting of incentive securities thereunder until November 9, 2020. Under the Long-Term Incentive Plan, the Company's Board of Directors (the "Board") may, in its discretion from time to time, grant stock options ("Options") and share units (in the form of RSUs and PSUs) to directors, employees and certain other service providers (as defined in the Long-Term Incentive Plan) of the Company and affiliated entities selected by the Board.

Subject to adjustment as described in the Long-Term Incentive Plan, the aggregate number of Common Shares that may be reserved for issuance to participants under the Long-Term Incentive Plan, together with all other security-based compensation arrangements of the Company, including with respect to Options outstanding under the Company's 2016 Incentive Stock Option Plan, may not exceed 10% of the issued and outstanding Common Shares from time to time, and the Common Shares reserved for issuance upon settlement of share units shall not exceed 5% of the issued and outstanding Common Shares from time to time. The Long-Term Incentive Plan limits the maximum number of Common Shares issued to insiders (as defined under TSX rules for this purpose) within any one-year period, or issuable to insiders at any time, in the aggregate, under all security-based compensation arrangements (including the Long-Term Incentive Plan) to 10% of the then issued and outstanding Common Shares. The Long-Term Incentive Plan also limits the aggregate number of Common Shares that may be reserved for issuance to any one participant under the Long-Term Incentive Plan, together with all other security-based compensation arrangements of the Company, to 5% of the then issued and outstanding Common Shares (on a non-diluted basis). Under the Long-Term Incentive Plan, Options and share units granted to non-employee directors, together with all other equity awards, are limited to an annual equity award value of C$150 per non-employee director. The total value of Options issuable to a non-employee director in a one-year period is limited to C$100. Further, and subject to the adjustment provisions of the Long-Term Incentive Plan, the aggregate number of Common Shares actually issued or transferred by the Company upon the exercise of incentive stock options will not exceed 20,451,895 Common Shares.

The Board has the exclusive power over the granting, amendment, administration or settlement of any award.

Stock option transactions are summarized as follows:

	Number of Options	Weighted Average Exercise Price
Balance July 1, 2017	16,605,000	C$0.73
Granted	3,925,000	C$0.47
Exercised	(10,091)	C$0.62
Cancelled/expired	(4,932,500)	C$0.77
Balance June 30, 2018	15,587,409	C$0.65
Granted	4,445,000	C$0.54
Exercised	(16,203)	C$0.47
Cancelled/expired	(566,297)	C$0.79
Balance June 30, 2019	19,449,909	C$0.62
Exercised	(320,500)	C$0.62
Balance June 30, 2020	19,129,409	C$0.62

(expressed in thousands of U.S. dollars, except share data)

The following table summarizes the information and assumptions used to determine option costs:

	Year ended June 30,		
	2020	2019	2018
Fair value per option granted during the period (C$)	- $	0.21 $	0.16
Risk-free interest rate	-	2.02%	1.59%
Expected dividend yield	-	0%	0%
Expected stock price volatility (historical basis)	-	57.0%	47.9%
Expected option life in years	-	3.0	3.0

The following table summarizes information about stock options outstanding at June 30, 2020:

Exercise Price	Expiry Date	Number Outstanding	Aggregate Intrinsic Value	Number Exercisable	Aggregate Intrinsic Value
C$0.62	January 19, 2021	4,944,409	C$939	4,944,409	C$939
C$0.94	July 21, 2021	540,000	-	540,000	-
C$0.76	March 6, 2022	5,400,000	270	5,400,000	270
C$0.47	November 9, 2022	3,800,000	1,292	3,800,000	1,292
C$0.54	November 15, 2023	4,445,000	1,200	4,445,000	1,200
Balance June 30, 2020		19,129,409	C$3,701	19,129,409	C$3,701

The aggregate intrinsic value in the preceding table represents the total intrinsic value, based on the Company's closing stock price of C$0.81 as of June 30, 2020, which would have been received by the option holders had all option holders exercised their options as of that date. The total number of in-the-money options vested and exercisable as of June 30, 2020, was 18,589,409. The total intrinsic value of options exercised during the year ended June 30, 2020 was C$54.

As of June 30, 2020, there was no unrecognized compensation cost related to unvested share-based compensation arrangements granted.

c) Warrants

Warrant transactions are summarized as follows:

	Warrants	Weighted Average Exercise Price
Balance July 1, 2017	20,609,086	C$0.79
Granted:		
Lind Warrants	4,884,462	C$0.69
July 2017 Private Placements	2,962,500	C$0.79
Broker Warrants: July 2017 Private Placement	192,562	C$0.79
Balance June 30, 2018	28,648,610	C$0.77
Granted:		
Lind Warrants	1,035,319	C$0.77
September 2018 Private Placement	2,487,577	C$0.75
April 2019 Private Placement	1,478,580	C$0.72
Exercised	(115,000)	C$0.75
Expired	(12,160,285)	C$0.74
Balance June 30, 2019	21,374,801	C$0.78
Exercised	(664,549)	C$0.69
Expired	(8,333,801)	C$0.86
Balance June 30, 2020	12,376,451	C$0.74

(expressed in thousands of U.S. dollars, except share data)

At June 30, 2020, the Company has outstanding exercisable warrants, as follows:

Number	Exercise Price	Expiry Date
260,483	C$0.73	August 15, 2020
1,379,428	C$0.75	September 14, 2020
283,413	C$0.66	September 28, 2020
628,785	C$0.75	September 28, 2020
308,901	C$0.62	October 31, 2020
169,947	C$0.54	December 6, 2020
1,546,882	C$0.72	January 30, 2021
529,344	C$0.70	February 5, 2021
541,435	C$0.69	February 7, 2021
1,058,872	C$0.72	April 5, 2021
833,330	C$0.72	April 29, 2020
645,250	C$0.72	May 9, 2020
1,035,319	C$0.77	July 9, 2021
3,155,062	C$0.79	July 26, 2021
12,376,451		

10. RELATED PARTY TRANSACTIONS AND BALANCES

The Company has a loan with Mark Smith, President, Chief Executive Officer ("CEO") and Executive Chairman of NioCorp (the "Original Smith Loan"), that bears an interest rate of 10%, is secured by the Company's assets pursuant to a concurrently executed general security agreement (the "General Security Agreement") and is subject to both a 2.5% establishment fee and 2.5% prepayment fee. The principal amount outstanding under the Original Smith Loan is $1,000. On June 10, 2020, Mr. Smith agreed to extend the maturity date of the Original Smith Loan to December 15, 2020.

The Company also has a non-revolving credit facility agreement (the "Smith Credit Agreement") with an original amount of $2,000 with Mr. Smith. The Smith Credit Agreement bears an interest rate of 10% and drawdowns from the Smith Credit Agreement are subject to a 2.5% establishment fee. Amounts outstanding under the Smith Credit Agreement are secured by all of the Company's assets pursuant to the General Security Agreement. The Smith Credit Agreement contains financial and non-financial covenants customary for a facility of its size and nature.

On January 17, 2020, the Company entered into an amending agreement to the Smith Credit Agreement, increasing the limit of the non-revolving credit facility to $2,500 from the previous limit of $2,000. On April 3, 2020, the Smith Credit Agreement was amended to increase the limit of the non-revolving credit facility to $3,000 and on June 10, 2020, the Smith Credit Agreement was amended to increase the limit of the non-revolving credit facility to $3,500 and the maturity date for loans made under the Smith Credit Agreement was extended to December 15, 2020.

As of June 30, 2020, the principal amount outstanding under the Smith Credit Agreement was $2,818.

Accounts payable and accrued liabilities as of June 30, 2020, include accrued interest of $450 and origination fees of $58 payable to Mr. Smith under the Original Smith Loan and the Smith Credit Agreement.

On June 20, 2016, the Company announced a joint development agreement (the "Development Agreement") with IBC Advanced Alloys Corp. ("IBC") to investigate and develop applications for scandium-containing alloys for multiple downstream markets. In addition to his management duties at NioCorp, Mark Smith is also the Chairman of the IBC Board of Directors. Under the terms of the Development Agreement, each party bears its own costs incurred in development efforts. During the year ended June 30, 2018, the Company supplied IBC with a small quantity of Scandium Trioxide which was used to manufacture several aluminum-scandium alloy ingots. Development of processes to produce master alloy materials using third party labs and potential commercial products is ongoing.

(expressed in thousands of U.S. dollars, except share data)

11. EXPLORATION EXPENDITURES

	For the year ended June 30,		
	2020	2019	2018
Feasibility study and engineering	$ 40	$ 2,403	$ 1,105
Field management and other	985	577	671
Metallurgical	176	164	264
Geologists and field staff	-	-	96
Total	$ 1,201	$ 3,144	$ 2,136

12. LEASES

The Company has three operating leases with an average remaining life of 17 months as of June 30, 2020. The Company incurred lease costs of $114 and $134 for the years ended June 30, 2020 and 2019, respectively. The calculated right of use assets and lease liabilities were de minimis.

13. DEFERRED FINANCING COSTS

During the year ended June 30, 2019, the Company issued an updated feasibility study report on the Elk Creek Project. Due to the nature of changes in the underground mining portion of the technical study, the Company elected to expense deferred legal and other professional fees associated with obtaining project debt financing for the Elk Creek Project and a total of $714 was included in other operating expenses for the year ended June 30, 2019. Future financing-related fees will continue to be expensed until a definitive agreement has been approved by the Board.

14. INCOME TAXES

Domestic and foreign components of loss before income taxes for the years ended June 30, 2020, 2019 and 2018 are as follows:

	For the year ended June 30,		
	2020	2019	2018
Canada	$ 2,473	$ 3,622	$ 5,667
United States	1,528	3,714	2,830
Total	$ 4,001	$ 7,336	$ 8,497

On December 22, 2017, the Tax Cuts and Jobs Act (the "U.S. Tax Act") was signed into law making significant changes to the U.S. tax code, including a reduction of the U.S. federal corporate tax rate from 35 percent to 21 percent. During the year ended June 30, 2018, the Canadian statutory tax rate also increased from 26 percent to 27 percent related to provincial law changes in British Columbia. The primary impact of these changes to the Company was a reduction in the deferred tax asset related to mineral interests and net operating loss carryforwards, offset by a corresponding change to the valuation allowance.

(expressed in thousands of U.S. dollars, except share data)

The following table is a reconciliation of income taxes at statutory rates:

	For the year ended June 30, 2020	2019	2018
Loss before income taxes	$ 4,001	$ 7,336	$ 8,497
Combined federal and provincial statutory income tax rate	27%	27%	27%
Income tax benefit at statutory tax rates	1,080	1,981	2,294
Foreign rate differential	(30)	(71)	(49)
Warrant expense	-	(42)	(195)
Share based compensation	(41)	(163)	(350)
Change in estimates related to prior years	(4)	211	218
Effect of legislative changes	-	-	(3,591)
Change in valuation allowance	(946)	(1,821)	2,051
Other	(59)	(95)	(378)
Income tax benefit	$ -	$ -	$ -

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. The significant components of deferred taxes are as follows:

	As of June 30, 2020	2019
Deferred tax assets		
Mineral interest	$ 8,393	$ 8,093
Net operating losses available for future periods	6,899	6,209
Other	102	146
Total deferred tax assets	15,394	14,448
Valuation allowance	(15,394)	(14,448)
Net deferred tax assets	$ -	$ -

Changes in the valuation allowance are as follows:

	For the year ended June 30, 2020	2019
Valuation allowance, beginning of year	$ (14,448)	$ (12,627)
Current year additions	(946)	(1,821)
Valuation allowance, end of year	$ (15,394)	$ (14,448)

The Company establishes a valuation allowance against future income tax assets if, based on available information, it is more likely than not that all of the assets will not be realized. The valuation allowance of $15,394 at June 30, 2020 relates mainly to net operating loss carryforwards in Canada and mineral interest due to deferred exploration expenditures in the United States, where the utilization of such attributes is not more likely than not.

The Company had the following cumulative net operating losses for Canadian and U.S. income tax purposes and these carryforwards will generally expire between 2026 and 2040. As a result of the U.S. Tax Act, U.S. tax losses incurred for tax years commencing in 2018 have no expiration.

Jurisdiction	As of June 30, 2020	2019
Canada	$ 23,258	$ 21,794
United States	1,695	1,405
Total	$ 24,953	$ 23,199

(expressed in thousands of U.S. dollars, except share data)

The Company had no unrecognized tax benefits as of June 30, 2020 or 2019. The Company recognizes interest accrued related to unrecognized tax benefits and penalties in its income tax provision. The Company has not recognized any interest or penalties in the fiscal years presented in these financial statements. The Company is subject to income tax in the U.S. federal jurisdiction and Canada. Certain years remain subject to examination but there are currently no ongoing exams in any taxing jurisdictions.

In addition to the PPP loan previously discussed, the CARES Act, among other things, includes provisions related to refundable payroll tax credits, deferment of employer side social security payments, net operating loss carryback periods, alternative minimum tax credit refunds, modifications to the net interest deduction limitations, increased limitations on qualified charitable contributions, and technical corrections to tax depreciation methods for qualified improvement property. Management believes these provisions of the CARES Act will have no material impacts or benefits on our business.

15. FAIR VALUE MEASUREMENTS

The Company measures the fair value of financial assets and liabilities based on U.S. GAAP guidance which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements.

The Company classifies financial assets and liabilities as held-for-trading, available-for-sale, held-to-maturity, loans and receivables or other financial liabilities depending on their nature. Financial assets and financial liabilities are recognized at fair value on their initial recognition.

Financial assets and liabilities classified as held-for-trading are measured at fair value, with gains and losses recognized in net income. Financial assets classified as held-to-maturity, loans and receivables, and financial liabilities other than those classified as held-for-trading are measured at amortized cost, using the effective interest method of amortization. Financial assets classified as available-for-sale are measured at fair value, with unrealized gains and losses being recognized in income.

Financial instruments, including receivables, accounts payable and accrued liabilities, and related party loans are carried at amortized cost, which management believes approximates fair value due to the short-term nature of these instruments.

The following table presents information about the assets and liabilities that are measured at fair value on a recurring basis as at June 30, 2020 and 2019, and indicates the fair value hierarchy of the valuation techniques the Company utilized to determine such fair value. In general, fair values determined by Level 1 inputs utilize quoted prices (unadjusted) in active markets for identical instruments. Fair values determined by Level 2 inputs utilize data points that are observable such as quoted prices, interest rates, and yield curves. Fair values determined by Level 3 inputs are unobservable data points for the financial instrument, and included situations where there is little, if any, market activity for the instrument:

	As of June 30, 2020			
	Total	Level 1	Level 2	Level 3
Assets:				
Cash and cash equivalents	$ 307	$ 307	$ -	$ -
Investment in equity securities	7	7	-	-
Total	$ 314	$ 314	$ -	$ -
Liabilities:				
Convertible debt	$ 38	$ -	$ -	$ 38
Derivative liability, convertible debt	33	-	-	33
Total	$ 71	$ -	$ -	$ 71

	As of June 30, 2019			
	Total	Level 1	Level 2	Level 3
Assets:				
Cash and cash equivalents	$ 357	$ 357	$ -	$ -
Investment in equity securities	5	5	-	-
Total	$ 362	$ 362	$ -	$ -
Liabilities:				
Convertible debt	$ 1,012	$ -	$ -	$ 1,012
Derivative liability, convertible debt	-	-	-	-
Total	$ 1,012	$ -	$ -	$ 1,012

(expressed in thousands of U.S. dollars, except share data)

The Company measures the fair market value of the Level 3 components using the Black-Scholes model and discounted cash flows, as appropriate. These models were initially prepared by a third party and take into account management's best estimate of the conversion price of the stock, an estimate of the expected time to conversion, an estimate of the stock's volatility, and the risk-free rate of return expected for an instrument with a term equal to the duration of the convertible debt.

The derivative liability was valued using a Black-Scholes pricing model with the following inputs:

	2020	2019
Risk-free interest rate	1.25%	1.25%
Expected dividend yield	0%	0%
Expected stock price volatility	53.55%	50.27%
Expected option life in years	0.25	0.25

The following table sets forth a reconciliation of changes in the fair value of the Company's convertible debt components classified as Level 3 in the fair value hierarchy:

	As of June 30,		
	2020	2019	2018
Beginning balance	$ 1,012	$ 4,114	$ 3,547
Convertible securities closings	-	1,000	4,500
Conversions to equity	(980)	(4,582)	(5,130)
Realized and unrealized losses	39	480	1,197
Ending balance	$ 71	$ 1,012	$ 4,114

16. COMMITMENTS AND CONTINGENCIES

NioCorp has the following land, office, facility and equipment lease commitments in place as of June 30, 2020:

		Payments due by period			
	Total	Less than 1 year	1-3 years	4-5 years	After 5 years
Debt	$ 5,937	$ 5,588	$ 349	$ -	$ -
Operating leases	155	73	38	13	31
Total contractual obligations	$ 6,092	$ 5,661	$ 387	$ 13	$ 31

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

The management of NioCorp Developments Ltd. has evaluated, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures as of June 30, 2020.

Based on that evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that, as of June 30, 2020, our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act), were effective and designed to provide reasonable assurance that (i) information required to be disclosed in our reports filed under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and (ii) information is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosures.

The management of NioCorp Developments Ltd., including the Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met.

Further, the design of a control system must reflect the fact that there are resource constraints and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected.

Management's Report on Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting for the Company. Our management assessed the effectiveness of our internal control over financial reporting as of June 30, 2020. In making this assessment, our management used the criteria set forth in the Internal Control -Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on our management assessment, we have concluded that, as of June 30, 2019, our internal control over financial reporting was effective.

Changes in Internal Control over Financial Reporting

There has been no change in our internal control over financial reporting during the year ended June 30, 2020, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Incorporated by reference from the information in our proxy statement for the 2020 Annual Meeting of Stockholders or amendment to this annual report on Form 10-K, which we will file with the SEC within 120 days of the end of the fiscal year to which this report relates.

ITEM 11. EXECUTIVE COMPENSATION

Incorporated by reference from the information in our proxy statement for the 2020 Annual Meeting of Stockholders or amendment to this annual report on Form 10-K, which we will file with the SEC within 120 days of the end of the fiscal year to which this report relates.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Incorporated by reference from the information in our proxy statement for the 2020 Annual Meeting of Stockholders or amendment to this annual report on Form 10-K, which we will file with the SEC within 120 days of the end of the fiscal year to which this report relates.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Incorporated by reference from the information in our proxy statement for the 2020 Annual Meeting of Stockholders or amendment to this annual report on Form 10-K, which we will file with the SEC within 120 days of the end of the fiscal year to which this report relates.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

Incorporated by reference from the information in our proxy statement for the 2020 Annual Meeting of Stockholders or amendment to this annual report on Form 10-K, which we will file with the SEC within 120 days of the end of the fiscal year to which this report relates.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

The following documents are filed as a part of this report:

(a) ***Financial Statements***

(1) The Consolidated Financial Statements, together with the reports thereon of BDO USA, LLP dated September 16, 2020 are included as part of Item 8, "Financial Statements and Supplementary Data," commencing on page 47 above.

(a) ***Exhibits***

Exhibit No.	Title
3.1(1)	Notice of Articles dated April 5, 2016
3.2(1)	Articles, as amended, effective as of January 27, 2015
4.8(6)	Agency Agreement, dated July 26, 2017, between the Company and Mackie
4.9(6)	Form of Subscription Agreement in respect of units of the Company issued in July 2017
4.10(6)	Non-Transferable Broker Warrant Certificate, dated July 26, 2017, in respect of non-transferable broker warrants issued to Mackie
4.11(6)	Warrant Indenture, dated July 26, 2017, between the Company and Computershare Trust Company of Canada
4.21(10)	Convertible Security Funding Agreement, dated June 27, 2018, between the Company and Lind
4.22(10)	Form of Warrant Certificate in respect of warrants issued to Lind (included in Exhibit 4.21)
4.23(11)	Form of Subscription Agreement in respect of units of the Company issued in September 2018
4.24(11)	Warrant Indenture, dated September 14, 2018, between the Company and Computershare Trust Company of Canada
4.25(12)	Form of Subscription Agreement in respect of units of the Company issued in April 2019
4.26(17)	Description of Securities
10.1#(8)	NioCorp Developments Ltd. Long Term Incentive Plan, effective as of November 9, 2017
10.2#(1)	Consulting Agreement, dated May 13, 2014, between the Company and KMSmith, LLC
10.3	Amendment to Contract, dated September 1, 2019, between the Company and KMSmith, LLC
10.4	Contract Assignment and Novation Agreement, dated as of August 31, 2020, among the Company, KMSmith, LLC and 76 Resources, Inc.
10.5(2)**	Offtake Agreement, dated June 13, 2006, between the Company and CMC Cometals, a division of Commercial Metals Company
10.6(7)	Offtake agreement with ThyssenKrupp Metallurgical Products GmbH
10.7**, ***	Beethe008 Extension to Option to Purchase, dated April 29, 2020, among ECRC and Beverly J. Beethe
10.8**, ***	Woltemath 003J Amended and Restated Option to Purchase, dated January 4, 2017, among ECRC and Victor L. and Juanita E. Woltemath
10.9**, ***	Woltemath 003J Extension to Option to Purchase, dated December 23, 2019, among ECRC and Victor L. and Juanita E. Woltemath

10.10(3)	Smith Credit Agreement
10.11(4)	Amending Agreement to Smith Credit Agreement, dated March 20, 2017, between the Company and Mark Smith
10.12(9)	Amending Agreement to Smith Credit Agreement, dated April 6, 2018, between the Company and Mark Smith
10.13(13)	Amending Agreement to Smith Credit Agreement, dated May 31, 2019, between the Company and Mark Smith
10.14(14)	Amending Agreement to Smith Credit Agreement, dated January 17, 2020, between the Company and Mark Smith
10.15(15)	Amending Agreement to Smith Credit Agreement, dated April 3, 2020, between the Company and Mark Smith
10.16(16)	Amending Agreement to Smith Credit Agreement, dated June 10, 2020, between the Company and Mark Smith
10.17(7)	Original Smith Loan
10.18(4)	Amending Agreement to Original Smith Loan, dated March 20, 2017, between the Company and Mark Smith
10.19(9)	Amending Agreement to Original Smith Loan, dated April 6, 2018, between the Company and Mark Smith
10.20(13)	Amending Agreement to Original Smith Loan, dated May 31, 2019, between the Company and Mark Smith
10.21(16)	Amending Agreement to Original Smith Loan, dated June 10, 2020, between the Company and Mark Smith
10.22(5)	Security Agreement, dated June 17, 2015, from the Company to Mark Smith
10.23	Loan Agreement under the SBA Paycheck Protection Program dated April 17, 2020 between ECRC and American National Bank
10.24	Promissory Note under the SBA Paycheck Protection Program dated April 17, 2020 between ECRC and American National Bank
21.1(1)	Subsidiaries of NioCorp Developments Ltd.
23.1	Consent of BDO USA.
23.2	Consent of Mr. Glen Kuntz, P. Geo, Consulting Specialist – Geology/Mining, Nordmin Engineering Ltd.
23.3	Consent of Mr. Jean-Francois St-Onge, P.Eng, Associate Consulting Specialist – Mining, Optimize Group Inc. , subcontractor to Nordmin Engineering Ltd.
31.1	Certification of the Chief Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of the Chief Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS(18)	XBRL Instance Document
101.SCH(18)	XBRL Taxonomy Extension – Schema
101.CAL(18)	XBRL Taxonomy Extension – Calculations
101.DEF(18)	XBRL Taxonomy Extension – Definitions
101.LAB(18)	XBRL Taxonomy Extension – Labels
101.PRE(18)	XBRL Taxonomy Extension – Presentations

Management compensation plan, arrangement or agreement.

** Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K, which portions will be furnished to the Securities and Exchange Commission upon request.

*** Certain exhibits to this agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted exhibit will be furnished to the Securities and Exchange Commission upon request.

(1) Previously filed as an exhibit to the Company's Draft Registration Statement on Form S-1 (Registration No. 377-01354) submitted to the SEC on July 26, 2016 and incorporated herein by reference.

(2) Previously filed as an exhibit to the Company's Registration Statement on Form S-1 (Registration No. 333-213451) filed with the SEC on September 2, 2016 and incorporated herein by reference.

(3) Previously filed as an exhibit to the Company's Current Report on Form 8-K (File No. 000-55710) filed with the SEC on January 20, 2017 and incorporated herein by reference.

(4) Previously filed as an exhibit to the Company's Current Report on Form 8-K (File No. 000-55710) filed with the SEC on March 24, 2017 and incorporated herein by reference.

(5) Previously filed as an exhibit to the Company's Registration Statement on Form S-1 (Registration No. 333-217272) filed with the SEC on April 12, 2017 and incorporated herein by reference.

(6) Previously filed as an exhibit to the Company's Current Report on Form 8-K (File No. 000-55710) filed with the SEC on August 1, 2017 and incorporated herein by reference.

(7) Previously filed as an exhibit to the Company's Annual Report on Form 10-K (File No. 000-55710) filed with the SEC on August 29, 2017 and incorporated herein by reference.

(8) Previously filed as an exhibit to the Company's Current Report on Form 8-K (File No. 000-55710) filed with the SEC on November 13, 2017 and incorporated herein by reference.

(9) Previously filed as an exhibit to the Company's Current Report on Form 8-K (File No. 000-55710) filed with the SEC on April 9, 2018 and incorporated herein by reference.

(10) Previously filed as an exhibit to the Company's Current Report on Form 8-K (File No. 000-55710) filed with the SEC on July 2, 2018 and incorporated herein by reference.

(11) Previously filed as an exhibit to the Company's Current Report on Form 8-K (File No. 000-55710) filed with the SEC on September 18, 2018 and incorporated herein by reference.

(12) Previously filed as an exhibit to the Company's Current Report on Form 8-K (File No. 000-55710) filed with the SEC on May 2, 2019 and incorporated herein by reference.

(13) Previously filed as an exhibit to the Company's Current Report on Form 8-K (File No. 000-55710) filed with the SEC on June 5, 2019 and incorporated herein by reference.

(14) Previously filed as an exhibit to the Company's Current Report on Form 8-K (File No. 000-55710) filed with the SEC on January 17, 2020 and incorporated herein by reference.

(15) Previously filed as an exhibit to the Company's Current Report on Form 8-K (File No. 000-55710) filed with the SEC on April 3, 2020 and incorporated herein by reference

(16) Previously filed as an exhibit to the Company's Current Report on Form 8-K (File No. 000-55710) filed with the SEC on June 10, 2020 and incorporated herein by reference.

(17) Previously filed as an exhibit to the Company's Annual Report on Form 10-K (File No. 000-55710) filed with the SEC on September 4, 2019 and incorporated herein by reference.

(18) Submitted Electronically Herewith. Attached as Exhibit 101 to this report are the following formatted in XBRL (Extensible Business Reporting Language): (i) the Consolidated Balance Sheets at June 30, 2020 and June 30, 2019, (ii) the Consolidated Statements of Operations and Comprehensive Loss for the years ended June 30, 2020, 2019 and 2018, (iii) the Consolidated Statements of Cash Flows for the years ended June 30, 2020, 2019 and 2018, (iv) the Consolidated Statements of Changes in Equity for the years ended June 30, 2020, 2019 and 2018, (v) the Notes to the Consolidated Financial Statements.

ITEM 16. FORM 10–K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

NIOCORP DEVELOPMENTS LTD.

By: /s/ Neal Shah
Neal Shah
Chief Financial Officer

September 16, 2020

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated on September 16, 2020.

Signature	Title
/s/ Mark A. Smith Mark A. Smith	President, Chief Executive Officer (Principal Executive Officer and Authorized U.S. Representative) and Chairman of the Board of Directors
/s/ Neal Shah Neal Shah	Chief Financial Officer (Principal Financial and Accounting Officer)
/s/ Joseph A. Carrabba Joseph A. Carrabba	Director
/s/ Michael Morris Michael Morris	Director
/s/ David C. Beling David C. Beling	Director
/s/ Anna Castner Wightman Anna Castner Wightman	Director
/s/ Nilsa Guerrero-Mahon Nilsa Guerrero-Mahon	Director

Exhibit 10.3

AMENDMENT TO CONTRACT

AGREEMENT, made and entered into this 1st day of September, 2019, by and between **NIOCORP DEVELOPMENTS LTD.**, of 7000 South Yosemite Street, Suite115, Centennial, CO 80112 (hereinafter referred to as "NioCorp") and **KMSMITH, LLC., having** an office in Highlands Ranch, Co, USA (hereinafter referred to as "Consultant").

W I T N E S S E T H

WHEREAS, NioCorp and Consultant have previously entered into that certain "Consulting Agreement" dated May 13, 2014 (hereinafter referred to as the "Contract"); and

WHEREAS, NioCorp and Consultant wish to amend the terms and conditions of the Contract as hereinafter provided;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, each to the other in hand paid, NioCorp and Consultant agree as follows:

1. Section 4.1 "Base Fee" is hereby deleted and replaced in its entirety with the following:

Base Fee

4.1 Subject to the terms and conditions set out in this Agreement, the Company shall pay to the Consultant, throughout the Term, a base fee (the "**Base Fee**") of $297,000.00 per annum ($24,750.00 per month), to be paid monthly or in such other instalments and at such other times as the Consultant and the Company may agree. Anything herein contained to the contrary notwithstanding, the Board of Directors of the Company shall have the authority, in its sole reasonable discretion, to revise the amount of the Base Fee paid to Consultant pursuant to this Section 4.1 from time to time, by majority vote.

Except as specifically set forth hereinabove, the Contract remains in full force and effect.

In witness whereof the parties have set their mutual hands and seals the day and date first above written.

NioCorp Developments Ltd.:	KMSMITH, LLC.:
By: /s/ John F. Ashburn Jr.	By: /s/ Mark A. Smith
Vice President & General Counsel Title	Managing Director Title

Exhibit 10.4

CONTRACT ASSIGNMENT AND NOVATION AGREEMENT

THIS CONTRACT ASSIGNMENT AND NOVATION AGREEMENT (this "Agreement") is made as of August 31, 2020 by and between **KMSMITH, LLC.** a company incorporated under the laws of Delaware, USA and having an office in Highlands Ranch, Co, USA ("Assignor"), and **76 Resources, Inc.** a company incorporated under the laws of Delaware, USA and having an office in Highlands Ranch, Co, USA ("Assignee"), and NioCorp Developments, Ltd., ("NioCorp"), a company incorporated under the laws of the Province of British Columbia and having a place of business at 7000 S. Yosemite, Suite 115, Centennial, Colorado, 80112.

WHEREAS, Assignor and NioCorp are parties to that certain CONSULTING AGREEMENT, dated as of September 23, 2013, as amended on September 1, 2019, which immediately prior to giving effect to this Agreement, remains in full force and effect as amended, (the "Agreement");

WHEREAS, Assignor desires to be discharged from the performance of the obligations enumerated in the Agreement;

WHEREAS, NioCorp is willing to release Assignor from the obligations enumerated in the Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree for themselves, their successors and assigns, as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee, effective as of September 1, 2020 (the "Effective Date"), all of Assignor's right, title and interest in, to and under the Agreement.

2. Assignee hereby accepts such assignment and agrees to assume, from and after the Effective Date, all of Assignor's rights, duties and obligations in, to and under the Agreement. Upon such assignment and assumption, Assignor shall be released from all rights, duties and obligations with respect to the Agreement, and Assignee agrees to reimburse Assignor for and hold Assignor harmless against any obligation to perform any of the assigned duties and obligations included in the Agreement.

3. Assignor, Assignee and NioCorp hereby agree that this Agreement shall constitute a novation of the obligations of Assignor under the Agreement. Accordingly, all of the rights, duties and obligations of Assignor under the Agreement are hereby extinguished with respect to the Agreement. NioCorp recognizes Assignee as Assignor's successor in interest in and to all of Assignor's rights, duties and obligations in, to and under the Agreement.

4. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

5. The parties hereto agree that they will take those actions reasonably necessary to carry out the matters contemplated by this Agreement or any of its provisions.

6. Assignor, Assignee and NioCorp consent to all of the provisions of this Agreement.

7. Capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Assignor:
KMSMITH, LLC.

By: /s/ Mark A. Smith
(Signature)

Mark A. Smith
(Print or type name)

Title: General Manager

Date: August 31, 2020

Assignee:
76 Resources, Inc.

By: /s/ Mark A. Smith
(Signature)

Mark A. Smith
(Print or type name)

Title: President

Date: August 31, 2020

NioCorp:
NioCorp Developments, Ltd.

By: /s/ John F. Ashburn Jr.
(Signature)

John F. Ashburn, Jr.
(Print or type name)

Title: Vice President & General Counsel

Date: August 31, 2020

The undersigned, Mark A. Smith, hereby acknowledges and agrees to the terms of this Novation Agreement as it applies to him in his personal capacity,

/s/ Mark A. Smith
Mark A. Smith

Exhibit 10.7

CERTAIN INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. THE OMITTED PORTIONS OF THIS DOCUMENT ARE INDICATED BY [**].

Execution Version

AMENDED AND RESTATED
OPTION TO PURCHASE

This Amended and Restated Option to Purchase **("Option Agreement")** is made and entered into as of April 29, 2020 **("Effective Date")** between Beverly J. Beethe **("Owner")** whose address is 72027 Hwy 50, Elk Creek, Nebraska 68348 and Elk Creek Resources Corp., a Nebraska corporation **("Optionee"),** whose address is 386 Broadway, Tecumseh, Nebraska 68450. For purposes of matters related to the exercise of her right to reserve a Life Estate (as defined below) as set forth in this Option Agreement, Beverly J. Beethe is referred to in this Option Agreement as **"Beverly".**

WHEREAS, Optionee and Elda E. Beethe **("Elda")** entered into a certain Option to Purchase (including all addenda, exhibits and schedules attached thereto) dated as of April 30, 2010 **("Option to Purchase")** wherein, subject to the covenants, terms, conditions and other provisions set forth therein, Elda granted to Optionee the exclusive right and option to acquire all of Elda's rights, privileges, title and interests of any nature whatsoever in and to certain real property situated in Johnson County, Nebraska **("Optioned Real Property").**

WHEREAS, the Option to Purchase was amended by a letter agreement dated as of April 27, 2015 between and among Optionee, Elda and Beverly (the **"Extension Agreement",** which together with the Option to Purchase are collectively referred to as the **"Prior Option Agreement"),** Elda having previously executed and delivered to Beverly a warranty deed dated as of April 22, 2015 and recorded on April 27, 2015 in Book 58, Page 603 of the real estate records in the offices of the Johnson County, Nebraska Register of Deeds, conveying to Beverly an undivided one-half (1/2) interest in and to a portion of the Optioned Real Property.

WHEREAS, as of the effective date of the Extension Agreement, Beverly owned an undivided one-half (1/2) interest in and to the Section 33 Property (as defined in Section 1(i) below), with the remaining undivided one-half (1/2) interest in and to the Section 33 Property then being solely owned by Elda, the rights, privileges, title or interests of both Elda and Beverly in and to the Section 33 Property then also being subject to the prior Option Agreement.

As of the effective date of the Extension Agreement, Beverly did not hold or own any right, privilege, title or interest in or to any of the **Section 27 Portion** (as defined in the Extension Agreement), all of which were then solely owned by Elda, subject only to (i) easements and restrictions of record, including the Prior Option Agreement, and (ii) any then current rights of the tenants in respect of either the Heidemann Lease or the Phillips Lease and the terms of the Existing CRP Enrollment (as each is defined in the Extension Agreement).

WHEREAS, Elda died on June 15, 2018 and, as the time of her death, Elda continued to hold and own (a) an undivided one-half (1/2) interest in and to the Section 33 Property, and (b) all the rights, privileges, title and interests in and to the Section 27 Portion, in the case of both the Section 33 Portion and the Section 27 Portion, subject only to (i) easements and restrictions of record, which included the Prior Option Agreement and (ii) any then current rights of the tenants in respect of either the Heidemann Lease or the Phillips Lease and the terms of the Existing CRP Enrollment.

WHEREAS, pursuant to a Deed of Distribution by Personal Representative dated August 20, 2019, BEVERLY J. BEETHE, PERSONAL REPRESENTATIVE OF THE ESTATE OF ELDA E BEETHE, in Estate No. PR18-19, County Court of Johnson County Nebraska, conveyed to Beverly (as Grantee): (a) all of Elda's undivided one-half (1/2) interest in and to the Section 33 Property, and (b) all of Elda's rights, privileges, title and interests in and to the Section 27 Portion. The Deed of Distribution was recorded in the real estate records in the offices of the Johnson County, Nebraska Register of Deeds on August 23, 2019 in Book 60, Page 274.

WHEREAS, Beverly is now the owner of all the Optioned Real Property.

WHEREAS, Beverly and Optionee have determined that the Prior Option should be amended and restated in its entirety to take into account various new agreements and arrangements between the parties related thereto and other developments in respect thereof.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND FOREGOING RECITALS EACH OF WHICH IS INTEGRATED INTO AND MADE A PART OF THIS OPTION AGREEMENT, THE MUTUAL AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY EACH OF BEVERLY AND OPTIONEE, THE PARTIES INTENDING TO BE LEGALLY BOUND HEREBY AGREE THAT THE PRIOR OPTION SHALL BE AMENDED AND RESTATED IN ITS ENTIRETY TO PROVIDE AS FOLLOWS:

1. Grant of Option to Purchase Real Property. In consideration of the payment by Optionee to Owner of [**] (the **"Option Payment")** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants to Optionee, subject to the terms and conditions set forth in this Option Agreement, the exclusive and irrevocable right and option to purchase (the **"Option"):**

(i) All of Owner's rights, privileges, title and interests of any nature whatsoever in and to the real estate (as defined in Neb. Rev. Stat. § 76-201 (Reissue 2013)) situated in Johnson County and legally described as: East Half of the Northeast Quarter (E/2NE/4) of Section 33, and the Southeast Quarter (SE/4) of Section Thirty Three (33) in Township Four (4) North, Range Eleven (11) East of the 6th P.M., Johnson County, Nebraska, EXCEPT a five acre tract described as follows: Commencing at the Southwest corner of said Southeast Quarter and running North about 15 1/2 rods until it reaches a fence on said quarter section; thence East until it reaches Elk Creek, thence following the meanderings of said creek until it reaches a point directly East of the place of beginning, thence West to the place of beginning, all in Section Thirty Three (33), Township Four (4) North, Range Eleven (11) East of the 6th P.M., Johnson County, Nebraska, and EXCEPT Highway Deeded to State of Nebraska more particularly described in Book 53, Page 663; Book 55, Page 101; Book 32, Page 431), together with, and including without limitation, all of Owner's rights, privileges, title and interests, if any, whether now existing or acquired at any time during the Option Period and, if the Option is exercised, thereafter until Closing (as defined in Section 13(i)) in and to (a) any easements, rights of way and other rights used in connection with, or as a means of access to, any portion of such real estate, (b) any hereditaments and appurtenances of and to such real estate, (c) any streets, alleys, rights-of-way, tracts and parcels adjacent to or used in connection with such real estate, (d) any air rights, water or water rights, including without limitation all wells, canals, ditches, reservoirs of any nature and all rights thereto, appurtenant to or associated with such real estate, (e) any buildings, improvements, betterments and fixtures, including without limitation any irrigation systems and storage bins, that are constructed, installed, affixed or otherwise located in, on, upon or in respect of such real estate at any time during the Option Period and thereafter until Closing, (f) any oil, gas and minerals, including without limitation Niobium, cobalt and all other base and precious minerals and all economic minerals, metals or substances, that may exist or may be lying or that otherwise may be contained within, on, or under or that may be produced from such real estate, or that may exist or may be lying or that otherwise may be contained within, on, or under or that may be produced from, in all cases, any real property underlying any easements, roads, or road rights-of-way within or adjacent to such real estate, whether correctly described or not, together with any right of ingress and egress to such real estate for the purpose of finding, saving, storing, removing, extracting, mining, transporting and marketing any and all minerals therefrom, and (g) any of Owner's other rights, privileges, title and interests of any nature whatsoever related to such real estate or any and all of the foregoing, (collectively, the **"Section 33 Property").** Nothing in this Section 1(i) shall be construed to constrain or limit Owner's right to reserve in the Deed (as defined in Section 13(iv)(a)(l)) both the Net Smelter Royalty (as defined in Section 13 (ix)) and the Life Estate (as defined in Section 13 (viii)), in all cases as set forth in and pursuant to and in accordance with the applicable terms, conditions and other provisions of this Option Agreement.

(ii) All of Owner's rights, privileges, title and interests, if any, whether now existing or acquired at any time during the Option Period and, if the Option is exercised, thereafter until Closing in and to any oil, gas and minerals, including without limitation Niobium, cobalt and all other base and precious minerals and all economic minerals, metals or substances, that may exist or may be lying or that otherwise may be contained within, on, or under or that may be produced from the real property situated in Johnson County, Nebraska and legally described as: Northwest Quarter of the Northeast Quarter (NW/4NE/4) of Section Twenty Seven (27), in Township Four (4) North, Range Eleven (11) East of the 6th P.M., Johnson County, Nebraska (such real property, the **"Section 27 Property"),** and all of Owner's other rights, privileges, title and interests of any nature whatsoever in respect of any and all of the foregoing, including without limitation all of Owner's interests in any oil, gas, minerals including without limitation Niobium, cobalt and all other base and precious minerals and all economic minerals, metals or substances, that may exist or may be lying or that otherwise may be contained within, on, or under or that may be produced from, in all cases, any real property underlying any easements, roads, or road rights-of-way within or adjacent to the Section 27 Property, whether correctly described or not. All of Owner's rights, privileges title and interests described and identified in this clause (ii) of this Section 1, collectively referred to in this Option Agreement as the **"Section 27 Mineral Interests").** Nothing in this Section 1(ii) shall be construed to constrain or limit Owner's right to reserve in the Deed the Net Smelter Royalty as set forth in and pursuant to and in accordance with the applicable terms, conditions and other provisions of this Option Agreement.

(iii) Whenever used in this Option Agreement, "Optioned Property" means (collectively) the Section 27 Mineral Interests and the Section 33 Property.

(iv) The Option Payment shall be paid in full by Optionee to Owner by wire transfer to the account directed in writing by Owner, such wire transfer to be initiated by Optionee upon the execution of this Option Agreement by Owner. In addition, Optionee will pay an aggregate amount of [**] to Owner by the same wire transfer initiated contemporaneously with its payment of the Option Payment, such amounts to be allocated as follows: [**] to be allocated as prepaid rent under the South Building Lease (as defined in Section 8)(iii)(a)) for the period from April 30, 2020 through July 1, 2020; [**] to be allocated as prepaid rent under the North Building Lease (as defined in Section 8)(iii)(b)) for the period from April 30, 2020 through May 21, 2020; and, [**] to be allocated as prepaid rent under the Weather Station Tower Lease (as defined in Section 8(iii)(iv)(c)) for the period from April 30, 2020 through April 29, 2021. Owner acknowledges that as of the Effective Date, all rent required to be paid by Option for any period prior to April 30, 2020 under each of the Owner/Optionee Leases (as defined in Section 8(iii)(iv)(e)) has been paid in full by Optionee. Optionee will also pay to Owner the following Additional Payments: (a) by the same wire transfer initiated contemporaneously with its payment of the Option Payment, an Additional Payment of [**] and (b) an Additional Payment of [**] to be paid on April 30, 2021. Each of the foregoing additional payments are individually referred to in this Option Agreement as an "Additional Payment" and are collectively referred to in this Option Agreement as the "Additional Payments". Notwithstanding anything to the contrary contained in this Option Agreement, no Additional Payment shall be due if at any time prior to the due date therefor, Optionee has given to Owner a Notice of Exercise of Option (as defined in Section 3).

2. Option Period; Optionee Right to Terminate Option Agreement. The term of this Option Agreement shall commence on the Effective Date and shall continue until 11:59 p.m. on April 29, 2022 ("Option Period"). Unless the Option is exercised by Optionee during the Option Period, this Option shall be deemed to be terminated and without any further force or effect. Anything in this Option Agreement to the contrary notwithstanding, Optionee (but not Owner) shall have the right to terminate this Option Agreement at any time during the Option Period as of the date specified in a written notice to Owner of such termination, and upon such termination by Optionee, this Option Agreement and the Option shall be deemed to be terminated and without any further force or effect.

3. Exercise of Option. Optionee may exercise this Option at any time during the Option Period by giving Owner written notice of exercise of the Option **("Notice of Exercise of Option");** provided, however, in the event Optionee exercises the Option, the purchase of the Optioned Property, including Optionee's consummation of the Purchase Transaction (as defined in Section 13), shall be governed by the terms and conditions of this Option Agreement. Notice of Exercise of Option shall be deemed to have been given during the Option Period if it is received by Owner during the Option Period or if it is sent to Owner during the Option Period at the address set forth in Section 14 for notice purposes. The date that the Notice of Exercise of Option is sent, as evidenced by a United States Postal Service postmark, receipt for certified or registered mail, or overnight courier date stamp or, if the Notice of Exercise of Option is personally delivered to Owner, the date that the Notice of Exercise of Option is received by Owner, shall be deemed the date of Optionee's **exercise** of the Option and shall **be** referred to in this Option Agreement as the **"Option Exercise Date."** Notice of Exercise of Option shall be accompanied by a check payable to Owner representing good funds in the amount of One Thousand and No/100 Dollars ($1,000.00) to be used as earnest money (the **"Earnest Deposit"),** to be paid by Optionee to Owner. If the Purchase Transaction is closed, the Earnest Deposit shall be credited towards the Purchase Price, otherwise the Earnest Deposit shall be refunded to Optionee or paid to Owner as provided in this Option Agreement.

4. Mineral Exploration Work and Activities During Option Period. During the Option Period (and if the Option is duly exercised by Optionee, at any time thereafter prior to Closing), Optionee and its employees, contractors, consultants, agents and representatives (collectively, **"Optionee's Representatives")** shall have the exclusive right (at Optionee's expense) to enter upon, occupy and otherwise use the Section 27 Property and the Section 33 Property for the purpose of conducting any surveys, studies, sampling of surface or subsurface soils, conditions, rock formations/structures or minerals, inspections, and other tests and mineral exploration work and activities in respect thereof as Optionee shall consider appropriate in its sole judgment and absolute discretion; provided, however, that Optionee shall not be permitted to conduct any mining operations on either of the Section 27 Property or the Section 33 Property. Prior to entering the Section 27 Property or the Section 33 Property for the purposes contemplated by this Section 4, Optionee shall first inform Owner, generally describe the work and activities to be conducted and the general location of such work and activities; provided the parties intend that notice be given by Optionee prior to the start of a new project involving work or activities under this Section 4, but not on a daily or other routine basis if the project extends beyond one day. Optionee shall use commercially reasonable efforts when conducting such work or activities to avoid unreasonable interference with any agricultural operations then being conducted on the Section 27 Property or the Section 33 Property, as applicable.

Upon completion of any such work or activity, Optionee shall repair and restore, at Optionee's expense, the surface of the affected portion of the Section 27 Property and the Section 33 Property to its condition immediately prior to such work or activity as is reasonably commercially practicable to allow the same to be used for the purposes used by Owner prior to such work or activities. Optionee also shall reimburse Owner for the reasonable value of any loss of crops or livestock damage caused by such work or activities. The reasonable value of such loss and damage to be paid pursuant to this Section 4 shall be the value determined by an appraiser mutually agreed upon by Owner and Optionee, provided that if Owner and Optionee cannot agree on an appraiser within thirty (30) days after the date such work causing the damage is complete, then Optionee and Owner shall each, at its own cost, select an appraiser, who shall jointly select a third appraiser and the value determined by the third appraiser shall be final and binding. The cost of the third appraiser shall be equally divided between Owner and Optionee.

5. Drilling Exploration Work During Option Period. During the Option Period (and if the Option is duly exercised by Optionee, at any time thereafter prior to Closing), Optionee and Optionee's Representatives shall have the exclusive right (at Optionee's expense) to enter upon, occupy and otherwise use the Section 27 Property and the Section 33 Property for the purpose of conducting exploration drilling at a site or sites thereupon as may be selected from time to time by Optionee in its sole judgment and absolute discretion, which right shall include the right of Optionee as and when Optionee shall deem appropriate to layout and establish access roads to each drilling site. An exploration drill hole which is subject to the payment provisions of this Section 5 is defined as a hole in which mineralization has been reached being approximately four hundred to five hundred feet (400' to 500') in depth. Optionee shall use commercially reasonable efforts when conducting all such work and activities to avoid unreasonable interference with any agricultural operations then being conducted on the Section 27 Property or the Section 33 Property, as applicable. In the event that access roads for drill sites are so laid out or established, such roads shall not be rocked, graveled, or surfaced. The area of each drilling site shall not exceed two hundred feet (200') by two hundred feet (200'). Optionee shall pay to Owner drilling fees (each, a **"Drilling Fee")** of (i) Five Thousand and No/100 Dollars ($5,000.00) per drill site that begins on the surface of either the Section 27 Property or the Section 33 Property prior to beginning any such exploratory drilling, and (ii) Two Thousand Five Hundred and No/100 Dollars ($2,500.00) per drill site that begins on the surface at a point that is not on either the Section 27 Property or the Section 33 Property, but which passes under the surface of either or both not later than 10 business days after the date on which such drill hole begins to pass under thereunder.

To the extent not otherwise paid by application of the provisions of Section 4 or Section 6, Optionee shall repair and restore, at Optionee's expense, the surface area of the Section 27 Property and the Section 33 Property that has been affected by such activities to its condition immediately prior to such work or activity as is reasonably commercially practicable to allow the same to be used for the purposes used by Owner prior to such work or activities. Optionee also shall reimburse Owner for the reasonable value of any loss of crops or livestock damage caused by such work or activities. The reasonable value of such loss and damage to be paid pursuant to this Section 5 shall be determined using the procedures set forth in Section 4. Without limitation to the preceding provisions of this Section 5, after the completion of all activities in respect of any drill site that begins on the surface of the Section 27 Property or the Section 33 Property, Optionee shall cap such drill holes at least 60 inches below the surface.

In addition to the Drilling Fees, prior to commencement of any drilling at a drill site that begins on the surface of the Section 27 Property or the Section 33 Property, Optionee shall deposit One Thousand Five Hundred and No/100 Dollars ($1,500.00) in escrow with Nebraska Title Company in Beatrice, Nebraska (or such other escrow agent as Optionee may, in its sole and absolute discretion, determine from time to time), which amount shall be held in escrow, as security for possible damage or restoration costs in respect of the drilling at such drill site. Such amounts held in escrow shall be returned to Optionee upon completion of any repair or restoration of the surface, as required by this Section 5, and the reimbursement of damages to Owner as required by this Section 5.

6. Optionee's Improvements and Equipment; Related Damage Payment and Maintenance Payments. During the Option Period (and if the Option is duly exercised by Optionee, at any time thereafter prior to Closing), Optionee and Optionee's Representatives also shall have the right (at Optionee's expense) to place, construct and install all buildings, structures, machinery, equipment and other facilities (collectively, "Structures") on any portion of the Section 27 Property or Section 33 Property as and when appropriate (as determined by Optionee in its sole judgment and absolute discretion) for use in connection with or in furtherance of Optionee's activities and operations thereupon that are permitted under this Option Agreement. Optionee shall use commercially reasonable efforts when placing, constructing, or installing such Structures to avoid unreasonable interference with any agricultural operations then being conducted on such Property.

To the extent not otherwise paid by application of the provisions of Section 4 or Section 5, Optionee shall reimburse Owner for the reasonable value of any loss of crops or livestock damage caused by the placement, construction or installation of any Structures on the Section 27 Property or on the Section 33 Property. The reasonable value of such loss and damage to be paid pursuant to this Section 6 shall be determined using the procedures set forth in Section 4. If Optionee does not exercise its Option, Optionee shall remove any and all Structures placed, constructed or installed by Optionee on the Section 27 Property and Section 33 Property within 180 days following the date of the earlier of the expiration of the Option Period or the termination of this Option Agreement by Optionee, and, upon such removal, Optionee shall repair and restore, at Optionee's expense, the surface of the Section 27 Property and the Section 33 Property to the condition immediately prior to the placement, construction or installation of any Structures thereupon to allow the same to be used for the purposes used by Owner prior to such work or activities. Optionee also shall reimburse Owner for the reasonable value of any loss of crops or livestock damage caused by the placement, construction or installation of any Structures on the Section 27 Property and the Section 33 Property for which Optionee has not otherwise compensated Owner as required by this Section 6 or any other provisions of this Option Agreement.

During the Option Period (and if the Option is duly exercised by Optionee, thereafter until Closing) Optionee will (a) maintain the present driveway into the Section 33 Property from the junction of Highway 50 to the terminus at the South Building and the North Building that are subject to the South Building Lease and the North Building Lease respectively (as such leases are defined in Section 8(iv)), which maintenance consists of keeping such driveway graveled and the snow removed therefrom, and (b) keep the grass and weeds on the Section 33 Property mowed excepting therefrom the fenced-in house yard. Such maintenance and mowing shall be undertaken and completed in the manner customarily maintained by Optionee during the two (2) year period prior to the Effective Date.

7. Payment of Damages and Drilling Fees; Claim Limitation Period. Any payment that is required to be paid by Optionee by application of Sections 4, 5 or 6 (including any Drilling Fee) shall be paid by Optionee to Owner by a single check made payable to Owner. Owner, and not Optionee, shall be solely responsible for and liable for all loss of crops or livestock damage incurred by its tenant, if any, or any other person caused by or arising or resulting from, out of, or in connection with Optionee's work, activities or operations under Sections 4, 5 or 6. Owner hereby agrees, on behalf of herself and her respective heirs, executors and assigns, to defend, indemnify and save Optionee harmless from and against any claims made by any tenant or any other person against Optionee for loss of crops or livestock damage caused by or arising or resulting from, out of, or in connection with Optionee's work, activities or operations under Sections 4, 5 or 6. Any Drilling Fee due pursuant to Section 5 will be considered to have been timely made if received by Owner on or before the due date or if, on or before the due date, Optionee sends the required payment to Owner at the address identified in Section 14 for notice purposes, as evidenced by a United States Postal Service postmark, receipt for certified or registered mail, or overnight courier date stamp.

In addition to any other payment or other obligation of Optionee as a result of Optionee's conducting any activity permitted by application of any provisions of Sections 4, 5 and 6 of this Option, Optionee covenants that while engaged in any such permitted activity it will not encumber any portion of the Section 27 Property or the Section 33 Property prior to Closing with any construction or similar liens or encumbrances related to its activities thereupon. Optionee agrees it will indemnify and hold Owner harmless from and against any liens or encumbrances placed on the Section 27 Property or the Section 33 Property arising from Optionee's failure to promptly pay for any costs or expenses to any third party in respect of Optionee or Optionee's Representatives having engaged in, conducted or performed any the activity. For purposes of clarification and notwithstanding any provision contained in this Option Agreement to the contrary, Optionee shall have no obligation (whether by reason of damages, payment, performance or other obligation) to Owner by application of any provisions of Sections 4, 5, 6, 7 or any other provision of this Option Agreement for: (i) a reduction in the value of the Section 27 Property or the Section 33 Property or any part or portion thereof due to the discovery of hazardous materials or hazardous substances (as defined in any "Environmental Law" (as defined in Section 9 (iv)) or any other physical conditions or defects in the Section 27 Property or the Section 33 Property or any part or portion thereof (the "Defects"), (ii) the cost of remedial measures with respect to such hazardous materials or hazardous substances or Defects or (iii) Owner's liability to third persons (including governmental entities) with respect to such hazardous materials or hazardous substances or Defects.

Owner shall make any claim related to or in respect of any of Optionee's payment or performance obligations required by application of Sections 4, 5, 6 and 7 of this Option Agreement within 90 days after the date of the earliest to occur of (A) the expiration of the Option Period, (B) the termination of this Option Agreement by Optionee, or (C) the Closing of the Purchase Transaction. If Owner shall fail to timely make any such claim, Owner shall be deemed to have waived any such claim, including without limitation any right, remedy, or recourse in respect thereof.

8. Existing Leases: Conservation Reserve Program.

(i) Oral Crop Ground Lease: Termination. Optionee acknowledges that, as of the Effective Date, there exists an oral agricultural lease **("Oral Crop Ground Lease")** with respect to a portion of the Section 33 Property (collectively, the **"Crop Ground Leased Premises")** between Owner, as landlord, and Kenneth Heidemann **("Heidemann"),** as tenant, which is a year to year crop share lease. The Oral Crop Ground Lease will expire on February 28, 2021. Not later than fifteen (15) days after the Effective Date, Owner shall deliver a legally enforceable written notice to Heidemann that the Oral Crop Ground Lease has been terminated and will not be renewed after the February 28, 2021. Owner hereby acknowledges that Optionee intends to negotiate (and Owner hereby agrees to and authorizes such negotiations and Optionee's execution) a buyout/lease termination agreement between Optionee and Heidemann as to the rights, remedies and other recourse of Heidemann and Optionee that would apply if Optionee delivers to Owner a Notice of Exercise of Option during the term of the Oral Crop Ground Lease. Owner hereby covenants and agrees to deliver a copy of the Notice of Exercise of Option to Heidemann within five (5) days of Owner's receipt thereof if Optionee delivers a Notice of Exercise of Option during the term of the Oral Crop Ground Lease. If the Closing shall occur during the term of the Oral Crop Ground Lease, Owner agrees to assign to Optionee all of Owner's rights, title and interests under and in respect of such lease (but Owner shall remain responsible for obligations and liabilities of Owner thereunder that have accrued prior to Closing) and Owner shall be compensated by Optionee for such assignment as follows:

a. If Closing occurs at any time during the term of the Oral Crop Ground Lease, but prior to the harvest of the crop that had been planted during the term of the Oral Crop Ground Lease for the current crop season, in then in addition to the Purchase Price, Owner shall be paid at Closing as full compensation for such assignment an amount equal to Owner's share of the value of the then growing or unharvested crops on the Oral Crop Ground Lease Premises for such crop season, assuming the same would be harvested. If such value cannot be mutually agreed to between Owner and Optionee, the value shall be determined by an appraiser selected by Optionee who shall be familiar with the value of growing and harvested crops planted on similarly situated land in Johnson County, Nebraska and the surrounding area. The determination of the appraiser shall be binding on Owner and Optionee.

b. If Closing occurs at any time during the term of the Oral Crop Ground Lease, but after the harvest of the crop that had been planted during the term of the Oral Crop Ground Lease for the current crop season, then notwithstanding the date of the exercise of the Option, Owner shall be permitted to retain Owner's share of the crop proceeds therefrom, but no additional compensation will be paid by Optionee to Owner for such assignment.

(ii) Oral Pasture Lease; Termination. Optionee acknowledges that, as of the Effective Date, there exists an oral pasture lease with respect to a portion of the Section 33 Property (the **"Oral Pasture Leased Premises")** between Owner, as landlord, and Bill Phillips, as tenant **("Phillips"),** that expires as of February 28, 2021 (the **"Oral Pasture Lease").** The Oral Pasture Lease will expire on February 28, 2021. Not later than fifteen (15) days after the Effective Date, Owner shall deliver a legally enforceable written notice to Phillips that the Oral Pasture Lease has been terminated and will not be renewed after the February 28, 2021. Owner hereby acknowledges that Optionee intends to negotiate (and Owner hereby agrees to and authorizes such negotiations and Optionee's execution) a buyout/lease termination agreement between Optionee and Phillips to the rights, remedies and other recourse of Phillips and Optionee that would apply if Optionee delivers to Owner a Notice of Exercise of Option during the term of the Oral Pasture Lease. Owner hereby covenants and agrees to deliver a copy of the Notice of Exercise of Option to Phillips within five (5) days of Owner's receipt thereof if Optionee delivers a Notice of Exercise of Option during the term of the Oral Pasture Lease. If the Closing shall occur during the term of the Oral Pasture Lease, Owner agrees to assign to Optionee all of Owner's rights, title and interests under and in respect of such lease but no additional compensation will be paid by Optionee to Owner for such assignment.

(iii) Written Crop Ground Leases/Pasture Leases During Option Period.

a. Written Crop Ground Lease If Optionee has not delivered a Notice of Exercise of Option prior to December 1 2020, then, at any time prior to February 28, 2021, Owner may enter into a Written Crop Ground Lease for all or part of the Section 33 Property for the period commencing March 1, 2021 and terminating February 28, 2022. If Optionee has not delivered a Notice of Exercise of Option prior to December 1 2021, then, at any time prior to February 28, 2021, Owner may enter into (i) a renewal of the Written Crop Ground Lease contemplated by the immediately preceding sentence or (ii) a new Written Crop Ground Lease for all or part of the Section 33 Property, but in either case, the Written Crop Ground Lease shall be only for the period commencing March 1, 2022 and terminating February 28, 2023. Whenever used in this Option Agreement, the term **"Written Crop Ground Lease**" shall mean and refer to the written crop ground lease permitted by this Section 8(iii)(a). Notwithstanding anything to the contrary contained in this Option Agreement, Owner shall not renew or enter into a new Written Crop Ground Lease if Optionee has delivered a Notice of Exercise of Option prior to the date of the execution of a new Written Crop Ground Lease or, in the case of a renewal of a Written Crop Ground Lease, if Optionee has delivered a Notice of Exercise of Option prior to the date that tenant has notified Owner of tenant's intention to renew the Written Crop Ground Lease.

b. Written Pasture Lease. If Optionee has not delivered a Notice of Exercise of Option prior to December 1 2020, then, at any time prior to February 28, 2021, Owner may enter into a Written Pasture lease for all or part of the Section 33 Property for the period commencing March 1, 2021 and terminating February 28, 2022. If Optionee has not delivered a Notice of Exercise of Option prior to December 1 2021, then, at any time prior to February 28, 2021, Owner may enter into (i) a renewal of the Written Pasture Lease contemplated by the immediately preceding sentence or (ii) a new Written Pasture Lease for all or part of the Section 33 Property, but in either case, the Written Pasture Lease shall be only for the period commencing March 1, 2022 and terminating February 28, 2023.. Whenever used in this Option Agreement, the term **"Written Pasture Lease"** shall mean and refer to the written pasture lease permitted by this Section 8(iii)(a). Notwithstanding anything to the contrary contained in this Option Agreement, Owner shall not renew or enter into a new Written Pasture Lease if Optionee has delivered a Notice of Exercise of Option prior to the date of the execution of the new Written Pasture Lease or in the case of a renewal of a Written Pasture Lease, if Optionee has delivered a Notice of Exercise of Option prior to the date that tenant has notified Owner of tenant's intention to renew the Written Pasture Lease.

c. Owner to Deliver Notice of Exercise of Option. Owner hereby covenants and agrees to deliver a copy of the Notice of Exercise of Option to each tenant under any Written Crop Ground Lease or Written Pasture Lease within five (5) days of Owner's receipt thereof if Optionee delivers a Notice of Exercise of Option during the term of any such lease.

d. Conditions to and Mandatory Terms of Written Crop Ground Lease and Written Pasture Lease.

(I) No Written Crop Ground Lease or Written Pasture Lease shall be executed by Owner unless such lease has been first approved by Optionee in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. For avoidance of any doubt, Optionee's prior approval shall not be required in the case of the renewal of a Written Crop Ground Lease or a Written Pasture Lease that was so previously approved by Optionee, if the tenant is the same and if no provisions of the renewed Written Crop Ground Lease or Written Pasture Lease have been amended, revised or modified from those of the previously approved lease; provided that Owner shall notify Optionee in writing that the lease was renewed by notice in writing from the tenant, the date of which shall be specified in the written notice to Optionee. A copy of each Written Crop Ground Lease and each Written Pasture Lease shall be delivered to Optionee by Owner within five (5) days after the date of execution or renewal, as applicable.

(II) Each Written Crop Ground Lease shall include the following terms:

1. The Written Crop Ground Lease will terminate, and tenant will immediately vacate the Section 33 Property, in each case as of date of closing of Optionee's purchase of the Section 33 Property **("Closing").**

2. Tenant shall remove all personal property of tenant from the portion of the Section 33 Property that is subject to the Written Crop Ground Lease **("Written Crop Ground Lease Premises")** including any previously harvested crops (whether or not then harvested from the Written Crop Ground Lease Premises) within 10 days after Closing. The tenant shall agree that all of tenant's right, title and interest in and to (i) any planted and growing crops on the Written Crop Ground Lease Premises as of the date of Closing, and (ii) any personal property and any then harvested (whether or not harvested from the Written Crop Ground Lease Premises) or unharvested crops that are not completely removed from the Written Crop Ground Lease Premises within such 10 day period shall automatically inure to the benefit of and become the property of Optionee without payment of any compensation from Optionee to tenant or to any other person except as expressly provided in the Written Crop Ground Lease. Tenant shall agree that Optionee will be entitled to sell, transfer, convey or otherwise dispose of such personal property and crops as shall be deemed to be appropriate in Optionee's sole judgment and absolute discretion.

3. If Closing occurs at any time during the term of the Written Crop Ground Lease, but prior to the harvest of the crop that had been planted during the term of the Written Crop Ground Lease for the current crop season, tenant shall agree to accept as full compensation for such the early termination of the Written Crop Ground Lease, a payment from Optionee in an amount equal to the tenant's share of the value of the then growing or unharvested crops on the Written Crop Ground Lease Premises for such crop season, assuming the same would be harvested. If such value cannot be mutually agreed to between tenant and Optionee, the value shall be determined by an appraiser selected by Optionee who shall be familiar with the value of growing and harvested crops planted on similarly situated land in Johnson County, Nebraska and the surrounding area. The determination of the appraiser shall be binding on tenant and Optionee. Tenant shall be paid for such value by Optionee on the date of the Closing.

4. If Closing occurs at any time during the term of the Written Crop Ground Lease, but after the harvest of the crop that had been planted during the term of the Written Crop Ground Lease for the current crop season, then notwithstanding the date of the exercise of the Option, tenant shall be permitted to retain tenant's share of the crop proceeds therefrom, but no additional compensation will be paid by Optionee unless such tenant and Owner have entered into a renewal of the Written Crop Ground Lease (as and when permitted by this Option Agreement) in which case such tenant shall be reimbursed by Optionee an amount equal to tenant's respective share of the out-of-pocket input and other costs that were reasonably and necessarily incurred (after December 1 of the current Written Crop Ground Lease, but prior to the Option Exercise Date) in anticipation of farming the Written Crop Ground Lease Premises during the crop season falling in the ensuing term of the renewed Written Crop Ground Lease. The costs and expenses to be reimbursed will include such costs that were reasonably and necessarily expended by tenant for such purposes (after December 1 of the current Written Crop Ground Lease, but prior to the Option Exercise Date) in preparation of the Written Crop Ground Lease Premises for the crop season in the ensuing term of the renewed Written Crop Ground Lease.

5. Except for Optionee's payment obligations expressly set forth in the Written Crop Ground Lease, the tenant shall agree that Optionee shall have no liability to Owner, tenant to any other person for any other costs, expenses or damages of any nature incurred by any of them that may arise or result from, out of, or in connection with the assignment or early termination of the Written Crop Ground Lease, and tenant shall agree therein to waive, to the fullest extent permitted by law, any other right, remedy, or recourse in respect thereof.

6. All other rent terms, including rent payment and allocation of expenses shall reflect current market conditions.

7. Other than tenant's right to be paid the amounts and compensation expressly set forth in the Written Crop Ground Lease, all of tenant's rights, title and interests under and in respect of the Written Crop Ground Lease shall be assigned to Optionee at Closing, but tenant shall remain responsible for obligations and liabilities of tenant thereunder that have accrued prior to Closing.

8. Without limitation to any other right, remedy or recourse of Optionee whether at law or in equity (whether as assignee of the rights, title or interests of either Owner or tenant under or in respect of the Written Crop Ground Lease), Optionee shall be deemed to be a third party beneficiary of the Written Crop Ground Lease and shall have the right to enforce each and all terms thereof against Owner or tenant or both, including the right to bring a forcible entry and detainer action and all such other rights, remedy and recourse as may be permitted by law or in equity to evict the tenant from the Written Crop Ground Lease Premises or to otherwise obtain possession of the same together with the recovery of any damages as either Optionee may sustain from tenant's failure to vacate the Written Crop Ground Lease Premises and to otherwise comply with the terms of the Written Crop Ground Lease.

(III) Each Written Pasture Lease shall include all mandatory provisions set forth in paragraph 1 and in paragraphs 5 through 7 of Section 8(iii)(d)(ll), above as modified to reflect their application to a Written Pasture Lease and that the leased premises shall be identified therein as the **"Written Pasture Lease Premises".** Paragraphs 2, 3 and 4 shall not be included in the Written Pasture Lease, but the following paragraph shall be inserted in lieu thereof. Tenant shall remove all personal property of tenant from the Written Pasture Lease Premises, including any cows or cow/calf pairs (collectively **"Pastured Cattle")** located thereupon on the Closing Date, by which time all Pastured Cattle shall have been removed. The tenant shall agree that all of tenant's right, title and interest in and to (i) any Pastured Cattle remaining on the Written Pasture Lease Premises as of the Closing shall automatically inure to the benefit of, and shall become the property of, Optionee without payment of any compensation from Optionee except as expressly provided in the Written Pasture Lease. Optionee will be entitled to sell, transfer, convey or otherwise dispose of such personal property and Pastured Cattle as shall be deemed to be appropriate in Optionee's sole judgment and absolute discretion. Optionee shall compensate tenant the amount of Two Hundred Fifty and 00/100 Dollars ($250.00) for each cow or cow/calf pair located on the Written Pasture Lease Premises as of the Exercise Date. Tenant shall be paid amounts by Optionee on the date of the Closing.

e. Compensation to Owner in the Event of Early Termination of a Written Crop Ground Lease or a Written Pasture Lease.

(I) If the Closing shall occur during the term of a Written Crop Ground Lease, Owner agrees to assign to Optionee all of Owner's rights, title and interests under and in respect of such lease but Owner shall be compensated for such assignment as follows: If Closing occurs at any time during the term of the Written Crop Ground Lease, but prior to the harvest of the crop that had been planted during the term of the Oral Crop Ground Lease for the current crop season, in addition to the Purchase Price, Owner shall be paid at Closing as full compensation for such assignment and early termination of the Oral Crop Ground Lease, an amount equal to Owner's share of the value of the then growing or unharvested crops on the Written Crop Ground Lease Premises for such crop season, assuming the same would be harvested. If such value cannot be mutually agreed to between Owner and Optionee, the value shall be determined by an appraiser selected by Optionee who shall be familiar with the value of growing and harvested crops planted on similarly situated land in Johnson County, Nebraska and the surrounding area. The determination of the appraiser shall be binding on Owner and Optionee.

(II) If Closing occurs at any time during the term of a Written Crop Ground Lease, but after the harvest of the crop that had been planted during the term of the Written Crop Ground Lease for the current crop season, then notwithstanding the date of the exercise of the Option, Owner shall be permitted to retain Owner's share of the crop proceeds therefrom, but no additional compensation will be paid by Optionee to Owner for such assignment and early termination of the Oral Crop Ground Lease.

(III) If the Closing shall occur during the term of a Written Pasture Lease, Owner agrees to assign to Optionee all of Owner's rights, title and interests under and in respect of such lease but no additional compensation will be paid by Optionee to Owner for such early termination.

(iv) Owner's Leases with Optionee.

a. South Building Lease. Optionee acknowledges that, as of the Effective Date, there exists the South Building Lease between Owner and Elda, as landlords, and Optionee, as tenant, dated January 1, 2011, a copy of which is attached to this Option Agreement as Exhibit "E" **("South Building Lease").** Contemporaneously with the execution of this Option Agreement, Owner and Optionee shall execute the First Amendment to the South Building Lease attached hereto as Exhibit "F" **("First Amendment to South Building Lease").** For avoidance of doubt, unless the context shall otherwise require, any reference in this Option Agreement to the South Building Lease shall mean and refer to the South Building Lease as amended by the Extension of Building Lease Agreement (as defined in Section 8(iv)(d)) and the First Amendment to South Building Lease.

b. North Building Lease. Optionee acknowledges that, as of the Effective Date, there exists the North Building Lease between Owner and Elda, as landlords, and Optionee, as tenant, dated May 21, 2014, a copy of which is attached to this Option Agreement as Exhibit "G" **("North Building Lease").** Contemporaneously with the execution of this Option Agreement, Owner and Optionee shall execute the First Amendment to the North Building Lease attached hereto as Exhibit "H" **("First Amendment to North Building Lease").** For avoidance of doubt, unless the context shall otherwise require, any reference in this Option Agreement to the North Building Lease shall mean and refer to the North Building Lease as amended by the Extension of Building Lease Agreement and the First Amendment to North Building Lease.

c. Weather Station Tower Lease. Optionee acknowledges that, as of the Effective Date, there exists the Weather Station Tower Lease between Owner and Elda, as landlords, and Optionee, as tenant, dated June 10, 2014, a copy of which is attached to this Option Agreement as Exhibit "I" **("Weather Station Tower Lease").** Contemporaneously with the execution of this Option Agreement, Owner and Optionee shall execute the First Amendment to the Weather Station Tower Lease attached hereto as Exhibit "J" **("First Amendment to Weather Station Tower Lease").** For avoidance of doubt, unless the context shall otherwise require, any reference in this Option Agreement to the Weather Station Tower Lease shall mean and refer to the Weather Station Tower Lease as amended by the Extension of Building Lease Agreement and the First Amendment to Weather Station Tower Lease.

d. Owner and Optionee acknowledge that the South Building Lease, the North Building Lease and the Weather Station Tower Lease were each amended and each term thereof was extended by the Extension of Building Lease Agreement between and among Elda, Beverly arid Optionee dated as of April 27, 2015, which agreement is attached hereto as Exhibit "K" **("Extension of Building Lease Agreement").**

e. The South Building Lease, the North Building Lease and the Weather Station Tower Lease are sometimes collectively referred to in this Agreement as the **"Owner/Optionee Leases"** and individually as an **"Owner/Optionee Lease".** The building identified in and subject to the South Building Lease, the building identified in and subject to the North Building Lease and the building identified in and subject to Weather Station Tower Lease are sometimes collectively referred to in this Option Agreement as the **"Optionee Leased Buildings"** and, and each such building is individually referred to in this Option Agreement as an **"Optionee Leased Building".**

f. For the avoidance of any doubt, Owner acknowledges that the Option Payment includes compensation to Owner from Optionee to extend the term of each of the South Building Lease, the North Building Lease and the Weather Station Tower Lease as contemplated by the Owner/Optionee Leases, although not expressly stated therein.

(v) No Other Lease or License; Conservation Reserve Program. Without limitation to any provision in Section 11 and in addition thereto, during the Option Period, and if the Option is duly exercised by Optionee, at any time thereafter prior to Closing, other than as expressly authorized by Section 8(iii), Owner covenants and agrees that Owner shall not, without the express written consent of Optionee (which consent may be withheld in Optionee's sole judgment and absolute discretion):

a. Enter into any lease or license nor otherwise permit the use or occupancy of the Section 33 Property or of the Section 27 Mineral Interest, or any part or portion of any of the foregoing for any purpose whatsoever.

b. Enroll, extend, renew or subject the Section 33 Property or any part or portion thereof to any Conservation Reserve Program or any similar program other than the approximately 27.98 acres of the Section 33 Property (the **"Enrolled CRP Property"),** the exact location of which is more particularly described and shown in the **Conservation Reserve Program Contract** attached to this Option Agreement as Exhibit "D," which contract expires on September 30, 2020 **("Existing CRP Enrollment").** During the term of the Conservation Reserve Program Contract, the Existing CRP Enrollment shall remain limited to Enrolled CRP Property and only for the period set forth in the Conservation Reserve Program Contract. Optionee agrees that during the Option Period, and if the Option is duly exercised by Optionee at any time thereafter prior to the termination of the Conservation Reserve Program Contract on September 30, 2020, Optionee will take no action to cause the earlier termination or cancellation thereof. Whether or not Optionee has acquired the Section 33 Property, Owner shall be entitled to receive all payments to be made to the property owner under the Existing CRP Enrollment, including the October 2020 payment.

9. Owner's Representations and Warranties. Owner represents and warrants to Optionee (and Optionee's successors and assigns under or in respect of this Option Agreement) that as of the Effective Date:

(i) Owner is the sole legal, beneficial and equitable owner of all rights, privileges, title and interests of any nature whatsoever in and to the Section 27 Property (including the Section 27 Mineral Interest) and the Section 33 Property, including all rights, privileges, title and interests in respect of the Optioned Property to which Owner has granted Optionee the Option, subject in all cases only to those matters identified in Section 9(ii); and Owner has marketable title in and to the same and has good and lawful authority to grant this Option and to convey the Optioned Property pursuant to and in accordance with this Option Agreement.

(ii) The Section 27 Property (including the Section 27 Mineral Interest) and the Section 33 Property are free and clear of all leases, liens, assessments, covenants, easements, restrictions, agreements, other encumbrances and outstanding adverse claims, demands and interests of any nature whatsoever, other than (1) the lien and restrictions of this Option Agreement and the Option, including the recorded Memorandum of Option identified in Section 16, (2) the Oral Crop Ground Lease, (3) the Oral Pasture Lease, (4) the Owner/Optionee Leases, (5) the Existing CRP Enrollment/ Conservation Reserve Program Contract, and the terms of the CRP Payment Agreement (as defined in Section 15(ii)), (6) any easements and restrictions of record as of the effective date of the Prior Option, and (7) the following liens: **NONE.**

(iii) The execution and delivery of this Option Agreement by Owner and Owner's performance of, under and in compliance with this Option Agreement by Owner does not and will not (a) require any consent or approval that has not been previously obtained, (b) violate or result in any breach or constitute a default (or constitute an event which, with notice or lapse of time, or both, would become a breach or default) pursuant to or under any agreement, instrument, order, judgment, decree, statute, regulation or any other obligation or restriction of any kind or character whatsoever to which Owner is a party or by which Owner, the Section 27 Property (including the Section 27 Mineral Interest) or the Section 33 Property or any part or portion thereof may be bound, (c) otherwise give to another any right of termination, amendment, acceleration, or cancellation, under or in respect of any of the foregoing, nor (d) result in the creation of a lien or encumbrance on the Section 27 Property (including the Section 27 Mineral Interest), the Section 33 Property or any part or portion thereof.

(iv) Owner has not received any written notice of violations or alleged violations of any federal, state or local law, rule, regulation, order or directive applicable to the Section 27 Property (including the Section 27 Mineral Interest) or the Section 33 Property or any part or portion thereof (collectively, **"Applicable Laws"),** that have not been corrected to the satisfaction of the issuer of the notice. Without limitation to the preceding sentence and in addition thereto, except as otherwise disclosed by Owner to Optionee in writing prior to the Effective Date, to Owner's knowledge (a) there does not exist any environmental or other condition in, on or in respect of the Section 27 Property (including the Section 27 Mineral Interest) or the Section 33 Property or any part or portion thereof that is, or that may become (or that may cause such property to become) in violation of any applicable law, rule, regulation, order or directive of any federal, state, county or local authority (including any division, agency or department thereof) pertaining to environmental protection **("Environmental Laws"),** zoning or land use, and (b) Owner has not received any notice of any such condition or violation nor of any related investigation. To the knowledge of Owner, all current and past activities of Owner, her past or current tenants, and Owner's predecessor in interest conducted in respect of the Section 27 Property (including the Section 27 Mineral Interest) and the Section 33 Property have been in material compliance with all Applicable Laws, including all Environmental Laws.

(v) Other than as may be expressly set forth in Section 9(ii), Owner has not entered into, or agreed to enter into, any agreement with any other person or entity to lease, assign, sell, convey, hypothecate, mortgage, encumber nor otherwise transfer any of Owner's right, title or interest Section 27 Property (including the Section 27 Mineral Interest) or the Section 33 Property or any part or portion of any of the foregoing.

(vi) Except for the Enrolled CRP Property, neither the Section 27 Property (including the Section 27 Mineral Interest) nor the Section 33 Property nor any part or portion of any of the foregoing is, nor at any time during the five (5) years preceding the Effective Date has been, enrolled in or otherwise subjected to the Conservation Reserve Program or any similar program.

(vii) Owner is solvent, and Owner has not made a general assignment for the benefit of creditors or a transfer in fraud of creditors, or been adjudicated as bankrupt or insolvent, or a petition filed by or against Owner for bankruptcy, composition, rearrangement, extension, reorganization, or arrangement pursuant to the Federal Bankruptcy Code or any similar present or future federal or state insolvency or bankruptcy law or statute.

(viii) Owner has not received a notice in respect of any pending or threatened eminent domain proceeding in respect of Section 27 Property (including any of the Section 27 Mineral Interest) or the Section 33 Property or any part or portion thereof from any public authority.

(ix) Owner has not dealt with any broker or other person in connection with the Purchase Transaction or this Option Agreement in any manner that could give rise to a claim for any real estate commissions and broker's or other fees.

(x) Each of the Oral Crop Ground Lease, the Oral Pasture Lease and the Owner/Optionee Leases is in full force and effect.

(xi) The Oral Crop Ground Lease and the Oral Pasture Lease have been terminated by Owner effective as of February 28, 2021.

10. Quiet Title. During the Option Period (and, if the Option is duly exercised by Optionee, at any time thereafter prior to Closing), Optionee, at its own expense and with the prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed, may investigate title to the Section 27 Property (including the Section 27 Mineral Interest) and the Section 33 Property and, in the name of Owner take such action (including the commencement and prosecution of quiet title suits) as it deems advisable to clear title to the Section 27 Property (including the Section 27 Mineral Interest) and the Section 33 Property. Owner agrees to cooperate with Optionee in all such matters and investigations of title and in clearing title to all such property of any title defects. Upon request of Optionee, Owner will furnish Optionee a copy of all abstracts and title documents to Section 27 Property (including the Section 27 Mineral Interest) and the Section 33 Property that are available to Owner, but Owner shall not have any obligation to have abstracts made unless reimbursed for the cost thereof by Optionee.

11. Assignment; Transfer. Without limitation to any other provision of this Option Agreement, including Section 8, Section 9 or Section 18 and in addition thereto, during the Option Period (and if the Option is duly exercised by Optionee, at any time thereafter prior to Closing), Owner hereby covenants and agrees that Owner shall not, without the express written consent of Optionee, which consent may be withheld in Optionee's sole judgment and absolute discretion, (a) transfer or assign any of its rights under or in respect of this Option Agreement, or (b) sell, transfer, convey, mortgage, hypothecate, lease (except as permitted in Section 8(iii)), assign, or encumber whether voluntarily, involuntarily or by operation of law, the Section 27 Property (including any of the Section 27 Mineral Interest) or the Section 33 Property or any part or portion of any of the foregoing, or any right, title, privilege or other interest of Owner therein, except as follows: prior to the date of any proposed sale, transfer, conveyance, mortgage, hypothecation, assignment or encumbrance of the Section 27 Property (including any of the Section 27 Mineral Interest) or the Section 33 Property or any part or portion of any of the foregoing, or any right, title, privilege or other interest of Owner therein (each a **"Transfer"),** Owner (including any Transferee as hereinafter defined) shall cause any buyer, transferee, mortgagor, assignee, or any other subsequent owner of, or anyone who will hold any right, title, privilege or other interest in or to, the Section 27 Property (including any of the Section 27 Mineral Interest) or the Section 33 Property or any part or portion of any of the foregoing pursuant to such Transfer, including without limitation, any trustee, substitute trustee, transferee, or assignee (each a **"Transferee"),** to affirmatively acknowledge and agree (in a writing addressed to Optionee that has been duly authorized, executed and delivered to Optionee prior to the effective date of such Transfer) that such Transferee and such Transferee's right, title, privilege or other interest in the Section 27 Property (including any of the Section 27 Mineral Interest) and the Section 33 Property or any part or portion of any of the foregoing shall be subject to the Option and also shall be bound by the terms and conditions of this Option Agreement. If such writing is not so timely delivered by the Transferee to Optionee prior to the date of such Transfer, such Transfer and any attempt by Owner (or any Transferee) to effect such Transfer shall be deemed null and void and without any force or effect. For avoidance of doubt, the term **"Transfer"** shall not be construed to mean or allow any license or lease of the Section 27 Property (including any of the Section 27 Mineral Interest) or the Section 33 Property or any part or portion thereof, or any other act or action prohibited by Section 8(iii), and any such lease, license, act or action shall require the prior written consent of Optionee which consent may be withheld in Optionee's sole judgment and absolute discretion and in absence thereof, any such lease, license, act or action and any attempt by Owner (or Transferee) to effect the same shall be deemed null and void and without any force or effect. Optionee may freely assign its rights under or in respect of this Option Agreement provided the assignee first agrees and assumes in writing the terms and conditions of this Option Agreement in writing.

12. Option Period Indemnity. Except to the extent caused by the negligence or willful misconduct of Owner or the tenants, guests, invitees, licensees or agents of Owner, Optionee shall indemnify and save Owner harmless from and against (a) any claims by Owner or any third party for any personal bodily injury (including death) to the extent directly and proximately caused by the negligent acts, negligent omissions or willful misconduct of Optionee or Optionee's Representatives during the Option Period and, if the Option is duly exercised by Optionee, at any time thereafter prior to Closing, (b) any claims by Owner or any third party for property damage to the extent directly and proximately caused by the negligent acts, negligent omissions or willful misconduct of Optionee or Optionee's Representatives during the Option Period and, if the Option is duly exercised by Optionee, at any time thereafter prior to Closing, (c) any claims by Owner for damage or loss to the Section 27 Property or the Section 33 Property to the extent directly and proximately caused by Optionee's use or occupancy of or Optionee's activities on the Section 27 Property and the Section 33 Property during the Option Period and, if the Option is duly exercised by Optionee, at any time thereafter prior to Closing; and (d) any obligation of Owner to pay any costs, liquidated damages, penalties, repayment, interest or other monetary obligation incurred by Owner as a result of the failure of the Section 27 Property or the Section 33 Property to comply with the Conservation Reserve Program requirements applicable to the Existing CRP Enrollment as a result of any activities, work or operations undertaken or conducted by Optionee or Optionee's Representatives on the Section 27 Property or the Section 33 Property during the Option Period, and, if the Option is duly exercised by Optionee, at any time thereafter prior to Closing; provided, however, that clauses (b), (c) and (d) of this Section 12 shall not be construed to apply to any such claims of Owner for which Optionee is responsible under Section 4, 5 or 6 of this Option Agreement, which claims shall be governed by those Sections and Section 7 of this Option Agreement; provided, further, however, that except as provided in Section 13(viii)(c), and notwithstanding anything contained in this Option Agreement to the contrary, including without limitation, any provision of Section 4, 5, 6, 7, this Section 12 or in Section 13 (viii)(c), Optionee shall incur no obligation under this Option in respect of any claims of Owner or any third party that arise, result or are otherwise suffered after the date of the earlier of the expiration of the Option Period or the termination of the Option by Optionee, if any condition of the Section 27 (including the Section 27 Mineral Interest) or the Section 33 Property created or caused by Optionee's use or occupancy of or activities thereupon was left in a safe condition and was remediated to the extent necessary to be in material compliance with all Environmental Laws. The provisions of this Section 12 shall survive the expiration or termination of this Option Agreement and the Closing, if any, of the Purchase Transaction (as defined in Section 13(i)).

13. Terms and Conditions of Purchase. Upon Optionee's exercise of the Option, Owner agrees to sell, transfer, convey and assign all of Owner's rights, privileges, title and interest in and to the Optioned Property to Optionee, and Optionee agrees to purchase Owner's rights, privileges, title and interests in and to the Optioned Property from Owner (the **"Purchase Transaction"**) subject to the following additional covenants, terms, conditions and provisions of this Section 13.

(i) Closing. The closing (**"Closing"**) of the Purchase Transaction shall take place on a date (**"Closing Date"**) and at a time and place mutually agreeable to the parties but in no event later than sixty (60) days after the Option Exercise Date, provided that all conditions to Closing set forth in this Option then have been satisfied or waived in accordance with this Option Agreement. Subject only to Beverly's right to reserve the Life Estate pursuant to and in accordance with Section 13(viii) and, if so reserved, her rights in respect thereof as set forth in this Option Agreement, Owner shall deliver to Optionee, at Closing, exclusive possession of the Optioned Property, including the Residence and all other buildings, fixtures and other improvements then constructed, erected, installed on or otherwise affixed to any part or portion of the Optioned Property, all of which shall be vacated at or prior to Closing.

(ii) Purchase Price.

a. Amount of Purchase Price. If the Purchase Transaction is closed, the purchase price for the Section 33 Property shall be the amount equal to (I) 226.43 acres multiplied by the greater of: (1) [**], or (2) [**] times the Appraised Per Acre Value of the Section 33 Property on the Option Exercise Date, plus (II) [**] times the sum of (A) the Appraised Value of the residence commonly addressed as 72027 Highway 50, Elk Creek, Nebraska, 68348; (**"Residence"**) that is located on the Life Estate Surface Area as of the Effective Date, plus (B) the Appraised Value of any other building improvements then located on the Section 33 Property, including the Optionee Leased Buildings, but excluding any Improvements erected, constructed or Installed by or on behalf of Owner on the Section 33 Property after the Effective Date and any Structures or other improvements erected, constructed or installed by or on behalf of Optionee at any time as permitted by this Option Agreement. The purchase price for the Section 27 Mineral Interest shall be the amount equal to 40 acres multiplied by [**] times the Appraised Per Acre Value of the Section 27 Property on the Option Exercise Date. For avoidance of any doubt, notwithstanding anything to the contrary contained in this Option Agreement, in no event shall Optionee be required to pay any amount for any building improvements located on the Section 27 Property, including (i) the Optionee Leased Buildings, (ii) any improvements erected, constructed or installed by or on behalf of Owner on the Section 27 Property after the Effective Date, or (iii) any Structures or other improvements erected, constructed or installed by or on behalf of Optionee at any time as permitted by this Option Agreement. The aggregate purchase price **("Purchase Price")** for the Optioned Property shall be the sum of the purchase price for the Section 33 Property and the purchase price for the Section 27 Mineral Interests. The number of acres used to calculate the Purchase Price shall be applied whether or not the Section 33 Property or the Section 27 Property contain or consist of more or less acres.

b. Appraised Per Acre Value. As used in this Option, the **"Appraised Per Acre Value"** shall **be** the appraised per acre value of the Section 33 Property or the Section 27 Property, as may be applicable, as of the Option Exercise Date, as such appraised per acre value is determined in accordance with this Section 13(ii)(b). The parties agree that in determining the Appraised Per Acre Value, consideration shall be given only to the fair market value of the Section 33 Property or the Section 27 assuming the same will be used solely for agricultural purposes or grazing land. For the avoidance of doubt, the Section 33 Property, or the Section 27 Property, as may be applicable will be valued without giving any consideration to the fact that different purchase values apply to the Section 33 Property and the Section 27 Property. Owner and Optionee shall attempt in good faith to arrive at the Appraised Per Acre Value of the Section 27 Property and the Section 33 Property, and if they reach an agreement, such value shall be the Appraised Per Acre Value. If they fail to agree within fifteen (15) days after the Option Exercise Date, then Optionee and Owner shall each appoint one appraiser familiar with real property values of similarly situated land in Johnson County, Nebraska, or the surrounding area. Such appraisers shall promptly appoint a third appraiser who also shall be familiar with real property values of similarly situated land in Johnson County, Nebraska, or the surrounding area. Each appraiser shall promptly prepare an appraisal of the fair market per acre value of the Section 27 Property and the Section 33 Property assuming the same will be used solely for agricultural purposes or grazing land. If Optionee and Owner cannot in good faith arrive at the Appraised Per Acre Value by mutual agreement, then the Appraised Per Acre Value as contemplated by this Section shall be determined by averaging the fair market per acre value determinations of the two appraisers of the three appraisers appointed pursuant to this Section whose determinations of the Appraised Per Acre Value are closest, and such average then shall be deemed to be the "Appraised Per Acre Value" and shall be final and binding on both Optionee and Owner. The fees and expenses of the appraiser selected by a party shall be borne by such party, and the fees and expenses of the third appraiser shall be borne equally by the parties. Each appraiser appointed pursuant to this Section shall be required to (i) be a registered real property appraiser (as defined in Neb. Rev. Stat., Section 76-2217.01 (as amended from time to time)) meeting the then current minimum qualifications set forth in Neb. Rev. Stat., Section 76-2229.01(2)(c) and (ii) hold a current designation as a **"Nebraska Certified Real Estate Property Appraiser".**

c. Appraised Value of Residence and Building Improvements. Owner and Optionee shall attempt in good faith to arrive at the Appraised Value of the Residence and other building improvements located on the Section 27 Property or Section 33 Property to the extent contemplated by Section 13(ii)(a), and if they reach an agreement, such value shall be the Appraised Value of the Residence and the building improvements, excluding in all cases any Structures or other improvements erected, constructed or installed by or on behalf of Optionee as permitted by this Option Agreement. If they fail to agree within fifteen (15) days after the Option Exercise Date, the Appraised Value of the Residence and such building improvements shall be determined by the appraisers appointed to determine the Appraised Per Acre Value. Such appraisers shall determine the Appraised Value of the Residence and such building improvements using the same methodology as established for determining the Appraised Per Acre Value, understanding however that there shall not be any allowance for the value of the land upon which the Residence and other building improvements have been erected or constructed since Owner will be compensated therefor by application of Sections 13(ii)(a) and 13(ii)(b) above.

d. Payment of Purchase Price. The Purchase Price, after crediting the Earnest Deposit and Closing adjustments in the manner provided in this Option Agreement, shall be paid in full at Closing by wire transfer or other immediately available funds. The Option Payment shall not be deducted from the Purchase Price. At Closing, the Purchase Price net proceeds shall be paid by Optionee to Owner or as Owner shall then otherwise direct in writing to Optionee.

(iii) Title Insurance. Owner shall deliver to Optionee within fifteen (15) days after the Option Exercise Date, a commitment (the "Commitment") for an Owner's Title Insurance Policy in the amount of the Purchase Price issued by a title insurance company (the "Title Company") reasonably acceptable to Optionee, together with legible copies of all documents identified on the Commitment as exceptions to the title. The Commitment shall fully describe the Optioned Property, name Optionee (or Optionee's assignee of the Option or this Option Agreement) as the party to be insured under the Owner's Title Insurance Policy and commit to insure Optionee with indefeasible, good and marketable title to the Optioned Property in the full amount of the Purchase Price, free and clear of all covenants, easements, restrictions, liens, assessments, and encumbrances of any nature whatsoever other than: (a) personal property taxes, general real estate taxes, and special assessments for public improvements (including any installments of such special assessments) that become delinquent in the year of Closing, to be prorated between Owner and Optionee as provided in this Section 13; (b) those matters identified in Section 9(ii), and (c) such other exceptions to which Optionee has agreed in, or by application of, any provision in this Option Agreement (collectively, the **"Permitted Exception(s)").** The Commitment shall commit to issue, at Optionee's sole cost, such endorsements as Optionee may require in its sole judgment and absolute discretion. Optionee shall have fifteen (15) days after the date of delivery of the Commitment from Owner to Optionee to make written objections to Owner **("Notice of Title Objections")** as to any items disclosed in the Commitment (other than a Permitted Exception). If Optionee makes any such objections, Owner shall use her best efforts to cure the same within thirty (30) days **("Title Cure Period")** after receipt of any Notice of Title Objections. If the title objections shown in the Notice of Title Objections are not cured within the Title Cure Period, Optionee may, in its sole and absolute discretion, elect either to (X) terminate this Option Agreement, (Y) waive such objections (the same then becoming Permitted Exceptions) and close the Purchase Transaction, subject to any other right of Optionee to terminate this Option Agreement and the satisfaction of all other conditions required to be performed by Owner in this Option Agreement, or (Z) permit Owner additional time in which to cure such objections, and if necessary, extend the time in which the parties must close the Purchase Transaction, provided that if Owner is unable to cure the objections within the additional time provided by Optionee, Optionee may elect, in its sole judgment and absolute discretion, to proceed under subsections (X) or (Y) of this Section 13(iii). If Optionee so elects to terminate the Option Agreement, then the Earnest Deposit shall be returned to Optionee and this Option Agreement shall terminate and be no further force and effect, and neither party shall have any further right or obligation hereunder, except for those provisions that are expressly stated to survive any termination of the Option Agreement.

(iv) Closing Deliverables.

a. Owner's Closing Documents. At Closing, Owner shall deliver to Optionee/Title Company:

I. a duly executed and acknowledged general warranty deed (the **"Deed")** conveying marketable title in fee simple in the Optioned Property, free and clear of all, covenants, easements, restrictions, leases, liens, assessments and other encumbrances of any nature whatsoever other than the Permitted Exceptions; provided that Owner shall be permitted to reserve in the Deed the Life Estate (as defined in and contemplated by Section 13(viii)) and the right to be paid the Net Smelter Return Royalty (as defined in and contemplated by Section 13(ix));

II. all other documents required to be provided by Owner to close the Purchase Transaction in accordance with the terms of this Option Agreement, including such other documents and instruments as may be customarily required by the Title Company to issue the Owner's Title Insurance Policy.

III. a non-foreign person affidavit acceptable to the Title Company;

IV. a duly executed assignment agreement in form and substance satisfactory to Optionee from Owner assigning all of Owner's rights under or in respect of any Oral Crop Ground Lease and Oral Pasture Lease and the Owner/Optionee Leases; and

V. a duly executed assignment agreement in form and substance satisfactory to Optionee from Owner and any tenant of any Written Crop Ground Lease and any Written Pasture Lease and any other lease to which Optionee has given its written consent as of the Closing Date.

b. Optionee's Closing Documents. At Closing, Optionee shall:

I. pay the Purchase Price after crediting the Earnest Deposit, any prepaid rent under the Owner/Optionee Leases, and all Closing adjustments as provided in this Option Agreement; and

II. deliver to Title Company all documents required to be provided by Optionee to close the Purchase Transaction in accordance with the terms of this Option Agreement, including such other documents and instruments as may be customarily required by the Title Company to issue the Owner's Title Insurance Policy.

(v) Expenses to be Paid at or prior to Closing.

a. Owner's Expenses. If the Purchase Transaction is closed, Optionee shall reimburse Owner at Closing for all Closing costs and expenses reasonably incurred by Owner in connection with such Closing, which costs and expenses shall not be construed to include or apply to any attorney's fees or any other costs or expenses incurred by Owner in connection with the Closing, the Purchase Transaction, or this Option Agreement, including any such fees, costs or expenses incurred by Owner to cure any title objections made by Optionee or to otherwise perform or comply with any performance or other obligation of Owner of, under or in respect hereunder or thereunder.

b. Optionee's Expenses. Optionee shall pay all costs and premiums related to obtaining the Owner's Title Insurance Policy, all costs associated with any endorsements thereto selected by Optionee, all costs of any escrow fees, all survey costs, all costs of recording the Deed, the costs of all Nebraska real estate documentary stamp or transfer taxes, all of Optionee's attorney's fees, and all other expenses stipulated to be paid by Optionee under other provisions of this Option Agreement.

(vi) Prorations. Notwithstanding anything to the contrary contained in this Option Agreement, Owner shall pay in full on or before Closing, all personal property taxes, general real estate taxes and installments of special assessments related to the Section 33 Property and the Section 27 Property that become delinquent prior to the year of Closing. All personal property taxes, general real estate taxes, and special assessments (including any installments of special assessments) in respect of the Section 33 Property that become delinquent in the year of Closing shall be treated as current and shall be prorated as of the date of the Closing; provided, however, if Beverly has elected to reserve the Life Estate, then Beverly shall be responsible for the full amount of personal property taxes, general real estate taxes and special assessments (including any installments of special assessments) levied or assessed against the Life Estate Surface Area, including the Residence and the improvements located thereon that become delinquent in the year of the Closing and that thereafter become delinquent at any time during the term of the Life Estate. All personal property taxes, general real estate taxes, and special assessments (including any installments of special assessments) in respect of the Section 27 Property that become delinquent in the year of Closing shall be paid by Owner and shall not be prorated. Owner shall be responsible for and shall timely pay all personal property taxes, general real estate taxes, and special assessments (including any installments or special assessments) that are levied or assessed in respect of the Section 27 Property in or after the year of the Closing; provided that Optionee shall be responsible for and shall timely pay all real estate taxes that are levied or assessed in respect of the Section 27 Mineral Interests in or after the year of the Closing. Notwithstanding anything to the contrary contained in this Section 14(vi), nothing in this Section 13(vi) shall be construed to supersede any provision in this Option Agreement or the Deed relating to Beverly's payment of taxes, assessments or other obligations in respect of the Life Estate, should she elect to reserve the same. All utility charges for periods prior to Closing shall be paid by Owner unless related to the activities of Optionee in respect of this Option Agreement, all of which shall be paid by Optionee.

(vii) Optionee's Conditions to Closing. Optionee's obligation to Close the Purchase Transaction is specifically conditioned upon the satisfaction, or waiver by Optionee, in Optionee's sole and absolute discretion, of the following:

a. All representations and warranties of Owner made in Section 9 shall be true, accurate, and complete in all material respects at Closing.

b. There shall be no unpaid bills, charges, costs, or expenses of any kind which create or permit the filing of a statutory or other lien of any kind against the Section 27 Property (including the Section 27 Mineral Interests) or the Section 33 Property.

c. Owner shall not then be in default under or in respect of any of Owner's obligations under this Option Agreement, including any covenant of Owner set forth in this Option Agreement.

d. At Closing, Optionee shall acquire one hundred percent (100%) of the Optioned Property, by delivery of the Deed duly executed and delivered by Owner in the form required by this Option Agreement, subject only to Permitted Exceptions, the Life Estate, if duly reserved by Beverly, and Owner's right to be paid the Net Smelter Return Royalty, as each is expressly set forth in the Deed.

(viii) Reservation of Life Estate.

a. Whenever used in this Option Agreement, the term **"Life Estate Surface Area"** shall mean and refer to surface area of the Section 33 Property legally described as:

> The East Fifteen (15) acres of the South half (S/2) of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section Thirty Three (33) all in Township Four (4) North, Range Eleven (11) East of the 6th P.M., in Johnson County, Nebraska.

If, as of the Closing, Beverly owns all of the Optioned Property and also is then occupying the Residence as her permanent personal residence, Beverly (but no other Owner or Transferee) shall have the right to reserve in the Deed and in form reasonably acceptable to Optionee, a life estate **("Life Estate")** for Beverly's own natural life in and to only the surface area of the Life Estate Surface Area. If so reserved, the Deed also shall provide therein that Optionee is the sole remainderman following the Life Estate. Notwithstanding anything to the contrary contained in this Option Agreement, Owner acknowledges and agrees that the right to reserve the Life Estate is personal to Beverly and that the right to occupy the Life Estate Surface Area during the term of the Life Estate is also personal to Beverly. No permitted Transfer shall be construed to allow or effect the transfer or assignment of either such right in the Deed or otherwise at Closing in the name of any person other than Beverly. The Deed reserving the Life Estate shall provide by words or reference to the provisions of this Option Agreement that: (I) Beverly shall not enter into any lease or license of any part or portion of the Life Estate Surface Area at any time during the term of the Life Estate for any purpose. In the event the Life Estate Area is so leased or licensed, or if at any time during the term of the Life Estate Beverly is not using the Residence as her personal permanent residence or has established a domicile or another residence for herself, then in any such event the term of the Life Estate automatically shall be deemed to terminate and shall be without further force or effect. (II) Following the termination of the Life Estate for any reason, Optionee shall be entitled to take immediate possession of the Life Estate Surface Area and the Residence and all other buildings, structures, fixtures and other improvements erected, constructed, installed, located upon, or affixed to, the Life Estate Surface Area at any time shall then automatically inure to the benefit of and become the property of Optionee together with all personal property then located on the Life Estate Surface; provided that upon notice to Optionee, Beverly (or her Trustee or Personal Representative) may enter upon and remove all personal property from the Life Estate Surface Area during the period that expires as sixty (60) days after the termination of the Life Estate. For avoidance of any doubt, the Life Estate shall not be deemed to terminate if Beverly is not residing on the property while vacationing or because of a temporary hospitalization or a temporary confinement to a rest home, nursing home or similar institution.

b. The reservation of the Life Estate will include Beverly's right, during the term of the Life Estate, to use and occupy the Residence and all other buildings, structures, fixtures and other improvements erected, constructed, installed, located upon, or affixed to the Life Estate Surface Area as of the Closing (other than the Optionee Leased Buildings, for which Optionee shall have sole and exclusive use, without charge, rent or other fee, during the term of the Life Estate). Without limitation to the immediately preceding sentence, during the term of the Life Estate, Beverly shall have exclusive use of the Residence, the tool shed, the "summer kitchen," both garages, both granaries, the big barn, the little red barn, the pole shed and both chicken houses. Notwithstanding anything to the contrary contained in this Option Agreement, at all times during the term of the Life Estate, Optionee shall have the right (at Optionee's expense) to enter upon, occupy and otherwise use all of the Life Estate Surface Area, and to which Optionee shall be allowed access over any of the Life Surface Area for any and all purposes and operations that Optionee deems appropriate, convenient or necessary in connection with its mining and related operations, wherever conducted; provided that Optionee's use of the surface of the Life Estate Surface Area shall not materially impair Beverly's right to use the Life Estate Surface Area as her personal residence during the term of the Life Estate.

c. Life Estate Indemnity. If Optionee duly exercises the Option and the Purchase Transaction is closed, then, during the term of the Life Estate, Optionee shall, except to the extent caused by the negligence or willful misconduct of Beverly or the guests, invitees, licensees or agents of Beverly, indemnify and save Beverly harmless from and against (I) any claims by Beverly or any third party for any personal bodily injury (including death) to the extent directly and proximately caused by the negligent acts, negligent omissions or willful misconduct of Optionee or Optionee's Representatives during the term of the Life Estate, (II) any claims by Beverly or any third party for property damage to the extent directly and proximately caused by the negligent acts, negligent omissions or willful misconduct of Optionee or Optionee's Representatives during the term of the Life Estate, and (III) any claims by Beverly for property damage or loss that is physical in nature to (1) the Residence and all other buildings, structures, fixtures and other improvements erected, constructed, installed, located upon, or affixed to the Life Estate Surface Area as of the Closing other than the Optionee Leased Buildings or (2) the Life Estate Surface Area if such damage materially prevents Beverly's use thereof as her personal residence, in each case with respect to subsections (c)(lll)(1) and (2), to the extent directly and proximately caused by Optionee's activities on the Life Estate Surface Area during the term of the Life Estate; provided that any repair or restoration of, or reimbursement to Beverly for the reasonable value of, any loss or damage for which Optionee is responsible under this subsection shall be determined in accordance with the procedure set forth in Section 4. For the avoidance of any doubt, if any activities of Optionee or Optionee's Representatives on the Life Estate Surface Area or elsewhere during the term of the Life Estate deprive Beverly of the quiet use and enjoyment of the Life Estate Surface Area to the extent that it materially impairs Beverly's right to use the Life Estate Surface Area as her personal residence during the term of the Life Estate, then as Beverly's sole right, remedy or recourse against Optionee for such activities including the loss of or deprivation of her quiet use and enjoyment of the Life Estate Surface Area, Beverly may elect to move from and leave the Life Estate Surface Area, in which event (3) the Life Estate shall terminate (and the reservation in the Deed shall so provide by words or reference to the provisions of this Option Agreement), and (4) Optionee shall pay Beverly Beethe liquidated damages in the aggregate amount of [**] it being understood and agreed that Beverly may sustain damages as a consequence thereof, the amount of which is not clearly ascertainable to the parties as of the Effective Date; and Beverly hereby waives, to the fullest extent permitted by law any other right, remedy or recourse in respect of any such activities.

d. Life Estate Surface Area and related Improvements "AS IS"., Beverly acknowledges and agrees that (i) she is taking the Life Estate Surface Area, the personal property, the Residence and all other buildings, structures, fixtures and other improvements erected, constructed, installed, located upon, or affixed to, the Life Estate Surface Area as of the Closing, **"AS IS"** in their then present condition, and that no promises, representations, statements, or warranties of any kind, whether express or implied, have been made by or on behalf of Optionee to Beverly in respect of (I) the condition thereof, (II) the fitness or suitability thereof for any particular use or purpose, (III) the compliance thereof in respect of any Applicable Laws, including any Environmental Laws, or (IV) any other nature whatsoever.

e. For the avoidance of doubt, Optionee shall not be obligated to pay for personal property, the Residence or all other buildings, structures, fixtures or other improvements erected, constructed, installed, located upon, or affixed to, the Life Estate Surface Area after Closing.

f. During the term of the Life Estate, then Beverly shall be solely responsible for and shall pay when due: (I) the cost of all utilities used in respect of the Life Estate Surface Area, and all utilities shall remain in her name during the term of the Life Estate plus, (II) all personal property, real estate and other taxes together with any special assessments (including any installment thereof), that may be levied or assessed against (or that may otherwise attach to) the Life Estate Surface Area, the Residence and all other buildings, structures, fixtures and other improvements erected, constructed, installed, located upon, or affixed to the Life Estate Surface Area of any nature whatsoever, located on or affixed to the Life Estate Surface Area (whether constructed, erected or installed prior to or after Closing or any time during the term of the Life Estate). Upon Optionee's written request, Beverly shall promptly reimburse Optionee if any such taxes or assessments have been paid by Optionee. Except as to the Optionee Leased Buildings, Optionee shall not be responsible to repair, replace or otherwise maintain the Life Estate Surface Area (other than as provided in Section 12(g)) or the personal property, the Residence, or all other buildings, structures, fixtures and other improvements of any nature whatsoever erected, constructed, installed, located upon, or affixed to the Life Estate Surface Area (including all related HVAC, electrical, mechanical, plumbing and other systems or components thereof) during the term of the Life Estate (whether constructed, erected or installed prior to or after Closing, including at any time during the term of the Life Estate), all of which shall be the sole responsibility and obligation and at the sole cost and expense of Beverly.

g. During the term of the Life Estate, Optionee will (a) maintain the driveway into the Section 33 Property from the junction of Highway 50 to the terminus at the South Building and the North Building that are subject to the South Building Lease and the North Building Lease (as such leases are defined in Section 8(iv)), which maintenance consists of keeping such driveway graveled and the snow removed therefrom, and (b) keep the grass and weeds on the Life Estate Surface Area mowed excepting therefrom the fenced-in house yard. Such maintenance and mowing shall be undertaken and completed in the manner customarily applied by Optionee during the two-year period prior to the Effective Date.

h. Beverly agrees that her use and occupancy of the Life Estate Surface Area at all times is subject to, and must be in compliance with, all Applicable Laws and all provisions of this Option Agreement.

i. Except to the extent expressly set forth in the Deed, the provisions of this Section 13 (viii) shall survive any Closing of the Purchase Transaction.

(ix) Reservation of Net Smelter Return Royalty. If Optionee exercises the Option pursuant to and in accordance with this the Option Agreement and elects to close the Purchase Transaction, then in the Deed, there shall be reserved in favor of Owner, her heirs, executors, successors, assigns and legal representatives, a Net Smelter Return Royalty as hereinafter provided. Optionee agrees that it will accept at Closing the Deed from Owner containing a reservation of Net Smelter Return Royalty, and Optionee will thereafter record such Deed(s) and execute and record any additional documentation or instruments as may be necessary or reasonably appropriate for such purposes. As used herein, **"Net Smelter Return Royalty"** shall mean a real property interest in a portion of the production of minerals from the Optioned Property, entitling Owner to receive a perpetual royalty in the amount of two percent (2%) of the Net Proceeds received by Optionee from the sale or other disposition of Mineral Substances (as hereinafter defined) produced from minerals extracted from the Optioned Property, which may include but are not limited to ferroniobium, other niobium compounds if any, titanium dioxide, other titanium compounds if any, scandium trioxide, other scandium compounds if any, and all other Mineral Substances that are produced from minerals extracted from the Optioned Property and sold by Optionee, whether as products, co-products, or by-products determined as set forth below.

a. **"Net Proceeds"** shall mean the gross proceeds received by Optionee, its successors or assigns, from a buyer of Mineral Substances for the sale of such Mineral Substances produced from minerals extracted from the Optioned Property, minus all operating costs of producing and selling such Mineral Substances, including but not limited to, the operating costs of mining, milling, flotation, solvent extraction, precipitation, furnace smelting, electrolysis, electrowinning, or other processes required to put Mineral Substances into saleable condition at the Elk Creek Plant, Owner's proportionate share of the costs of packaging, shipping and insurance in transit if such costs are part of the price for Mineral Substances delivered to a third party independent buyer, Owner's proportionate share of gross production, severance and similar taxes inuring on or measured by production or sales, and Owner's proportionate share of penalties, assaying and sampling charges if such charges are required by a third party independent buyer, but not including capital costs.

b. For purposes of calculating Net Proceeds, gross proceeds shall be determined by multiplying the volume, or weight, as appropriate, of Mineral Substances sold, by

(i) the actual unit price received for sale of Mineral Substances at the Elk Creek Plant to an unaffiliated third-party purchaser during the applicable royalty period, or

(ii) if a disposition of Mineral Substances is made by Optionee, via internal transfer or sale to a party affiliated with Optionee, during the applicable royalty period without an actual sale to an unaffiliated third party purchaser, then the average price reported by metal-pages.com during the applicable royalty period, or

(iii) if a disposition of Mineral Substances is made by Optionee, via internal transfer or sale to a party affiliated with Optionee, during the applicable royalty period without an actual sale to an unaffiliated third party purchaser, and the prices cannot be determined by using metal-pages.com, then the price for the Mineral Substances shall be as mutually agreed between the parties. If the parties are unable to reach agreement, they will appoint a mutually agreeable third-party appraiser qualified to accurately determine the fair market value of the Mineral Substances.

c. Payment, accounting: Payment of the Net Smelter Return Royalty shall be due and payable within sixty (60) days of the end of the calendar quarter following the first sale of any Mineral Substances produced from minerals extracted from the Optioned Property, and quarterly thereafter. All payments or credits for payment of the Net Smelter Return Royalty shall be accompanied by a detailed statement explaining the manner in which the payment was calculated. Such payments and statements shall be delivered no later than sixty (60) days after the end of the calendar quarter in which Mineral Substances are delivered to the buyer. Such payments and statements shall be deemed conclusive and correct unless Owner objects to them in writing within one hundred twenty (120) days after receipt of such payments and statements. Any such objection shall specifically identify the deficiencies of Optionee's payment, accounting, or documentation. Optionee shall, upon not less than ten (10) days advance written notice and during normal business hours, allow reasonable inspection by Owner's accountant or legal representatives of Optionee's records, for the sole purpose of verifying compliance with the terms of Section 13(ix) of this Option Agreement and correct calculation of the Net Smelter Return Royalty payment made to Owner. Owner's right to such inspection shall be limited to not more than one time per year, unless an inspection by Owner reveals a substantiated noncompliance with the standards of Section 13(ix) of this Option Agreement, in which case Owner may repeat an inspection within less than twelve (12) months.

d. As used in this Section 13(ix) the term **"Mineral Substances"** means commercially valuable minerals in their first saleable form as produced by Optionee. For clarity, any value added to Mineral Substance by further refining or processing same beyond their first saleable form shall not be included in the calculation of the Net Smelter Return Royalty, except as a workback to reach an agreed on contained value (if necessary). If Optionee uses Mineral Substances to produce further refined or finished products, then Net Smelter Return Royalty shall be calculated based on the price attributable to the contained value of the applicable Mineral Substances contained in such further refined or finished products, as if such Mineral Substances were sold in their first saleable form.

e. Optionee shall, at such time as the statement is delivered, pay to Owner the Net Smelter Return Royalty due to Owner, by wire transfer direct into Owner's depository bank account as Owner may from time to time direct.

(x) Failure to Close Purchase Transaction.

a. Failure by Owner. In the event Owner fails or refuses to Close the Purchase Transaction in accordance with this Option Agreement when and if Owner is required by this Option Agreement to do so, including by Owner's failure, refusal or inability to deliver the Deed at Closing in the form required by this Option Agreement or any of the other Owner's Closing documents, Optionee shall be entitled to pursue any right, remedy or recourse that may be available to Optionee at law or in equity by reason of such default, including the remedy of specific performance to Close the Purchase Transaction; or, in the alternative, in Optionee's sole judgment and absolute discretion, Optionee may elect to terminate this Option Agreement, in which event the Earnest Deposit shall be promptly refunded to Optionee and this Option Agreement shall terminate and be of no further force and effect, and neither party shall have any further right or obligation hereunder, except for those provisions that are expressly stated to survive any termination of the Option Agreement.

b. Failure by Optionee. In the event Optionee fails or refuses to Close the Purchase Transaction in accordance with this Option Agreement when and if Optionee is required by this Option Agreement to do so, including by Optionee's failure, refusal or inability to deliver any of Optionee's Closing documents, Owner shall be entitled to pursue any right, remedy or recourse that may be available to Owner at law or in equity that Optionee by reason of such default, including the remedy of specific performance to Close the Purchase Transaction; or, in the alternative, in Owner's sole judgment and absolute discretion, Owner may elect to terminate this Option Agreement, in which event the Earnest Deposit shall be promptly disbursed to Owner and this Option Agreement shall terminate and be of no further force and effect, and neither party shall have any further right or obligation hereunder, except for those provisions that are expressly stated to survive any termination of the Option Agreement.

14. Notices. All notices and other communications to either party shall be in writing, personally delivered or sent by overnight courier or United States certified or registered mail, return receipt requested, at the address set forth below until either party shall give notice of change of address by personal delivery, overnight courier or United States certified or registered mail, return receipt requested, which change of address so communicated shall thereafter be treated as the address of the party giving such notice. The addresses of the parties for receipt of any such notice are:

If to Owner: Beverly J. Beethe
72027 Hwy 50
Elk Creek, Nebraska 68348

If to Optionee: Elk Creek Resources Corp.
Attn: Scott Honan
7000 South Yosemite, Suite 115,
Centennial, CO 80112.

15. Other Terms and Conditions.

(i) Binding Agreement. This Option Agreement, and all covenants, terms conditions and other provisions herein contained, shall extend to and be binding upon the heirs, executors, personal representatives, successors, permitted assigns and legal representatives of Owner and Optionee.

(ii) Entire Agreement. This Option Agreement includes all Exhibits. This Option Agreement constitutes the sole and only agreement between Owner and Optionee pertaining to the Purchase Transaction and any transactions contemplated by this Option Agreement. This Option Agreement supersedes any prior understandings and any other written or oral agreements between the parties in respect of such matters, including without limitation all covenants, terms, conditions and provisions of the Prior Option, each of which shall be deemed to be without force or effect having been amended or restated in their entirety by this Option Agreement. Optionee and Owner agree that Optionee will record the Memorandum of Option to Purchase attached hereto as Exhibit A. No modification, alteration, or amendment of this Option Agreement and no waiver of any provision of this Option Agreement shall be valid or effective unless made in a writing executed by both Owner and Optionee. Notwithstanding anything to the contrary contained in this Section 15(ii), nothing in this Option Agreement shall be construed to amend, modify, rescind or cancel Optionee's payment obligations to Owner pursuant to paragraph 2 of the Agreement between Owner and Optionee dated March 11, 2020 attached hereto as Exhibit "L" **("CRP Payment Agreement")**; provided, however, during the Option Period Owner shall be bound by all related obligations of Beverly under the CRP Payment Agreement together with all similar obligations of Owner set forth in this Option Agreement pertaining to such matters. The parties agree that in the event there exists any conflict between the provisions of the CRP Payment Agreement and this Option Agreement as to Owner's obligations in respect of such matters, the provisions deemed most favorable to Optionee as determined by Optionee in its sole discretion shall prevail, and that the CRP Payment Agreement should be and hereby is amended to so provide. The parties also agree that the CRP Payment Agreement shall be and hereby is amended as may be necessary to provide that any reference in the CRP Payment Agreement to "Option", "Option Agreement" or similar terms shall mean and refer to this Option Agreement and that any reference in the CRP Payment Agreement to "Real Property" shall mean and refer to the Section 33 Property.

(iii) Severability. If any provision of this Option Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Option Agreement.

(iv) Governing Law; Venue. This Option Agreement and the Option shall be governed by and construed in accordance with the laws of the State of Nebraska. The parties agree that any action or claim arising out of, or any dispute in connection with, the Option or this Option Agreement, any rights, remedies, obligations, or duties hereunder or thereunder, or the performance or enforcement hereof or thereof, may only be brought in the courts of the State of Nebraska sitting in Johnson County, Nebraska, or the federal courts sitting in Douglas County, Nebraska, and each party consents to the non-exclusive jurisdiction of such courts. Each party hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

(v) Construction. Captions used in this Option Agreement are for convenience and shall not be used in the construction of this Option Agreement. Words of any gender used in this Option Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include plural, and vice versa, unless the context requires otherwise. Notwithstanding the fact that this Option Agreement may have been prepared by counsel for one of the parties, the parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Option Agreement as the joint agreement and understanding of the parties, that this Option Agreement is to be construed as a whole, and that any presumption that ambiguities are to be resolved against the primary drafting party shall not apply. Whenever used in this Option, "Exhibit" means and refers to an Exhibit attached to this Option; "include", "includes", "included", "including" and words of similar import shall be construed as if followed by the phrase "without limitation" or "but be not limited to" as the context may require, whether or not sometimes so expressly stated; "party" means and refers to Owner or Optionee, individually and "parties" means and refers to Owner and Optionee, collectively.

(vi) Counterparts. This Option Agreement may be executed in any number of counterparts and each such executed counterpart shall be deemed to be an original instrument, and all such executed counterparts together shall constitute one and the same instrument. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page. For purposes of executing this Option Agreement and any amendment hereto, a document signed by a party and transmitted by facsimile or an executed document sent by email in the form a PDF file shall be deemed to be, and be treated as, an original document for all purposes, and it shall have the same binding legal effect as an original signature or original document.

(vii) Time is of the Essence. Time shall be of the essence in respect to all performance or other matters related to this Option.

(viii) 1031 Exchange. In the event, in furtherance of the Purchase Transaction, either Owner or Optionee elects to effect a tax-deferred exchange in conformance with Section 1031 of the Internal Revenue Code, as amended, the party having made such election may assign this Option Agreement and all of the electing party's rights in, under and in respect thereof to a Qualified Intermediary as may be necessary or appropriate for the purpose of attempting to qualify the Purchase Transaction to be eligible for treatment as a qualified exchange allowed under Section 1031 of the Internal Revenue Code of 1986, as amended, and effecting such exchange; provided, however, that in any such event, the Qualified Intermediary shall be bound by all covenants, agreements, warranties, representations and all of the performance and other obligations and liabilities of the electing party under and in respect of this Option Agreement, but such electing party nevertheless shall not be relieved of, and shall remain responsible and liable for all covenants, agreements, warranties, representations, performance and other obligations and liabilities of the electing party under and in respect of the Option or this Option Agreement, all of which shall be enforceable by and against and between Owner and Optionee. If either Owner or Optionee elects to structure the Purchase Transaction as a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, the parties will reasonably cooperate upon the request of the electing party and shall execute any necessary documents requested by the electing party in attempting to qualify the Purchase Transaction as an exchange under Section 1031 of the Internal Revenue Code; provided, however, that (a) the non-electing parties shall not incur any cost or liability for its assistance (except the cost incurred by such party for its legal fees to review any documentation) and the electing party will indemnify and hold the other parties harmless from and against any cost, claims, expenses, or liabilities (including but not limited to reasonable attorney fees and expenses and costs of litigation) incurred by such parties solely as a result of structuring the Purchase Transaction as a like-kind exchange, and (b) the exchange will have no material effect on the terms of the non-electing parties' obligations or in respect of the Option or this Option Agreement. Nothing contained herein shall prevent all parties from electing a like-kind exchange.

(ix) No Waiver. Unless otherwise expressly provided in this Option Agreement or otherwise in writing, the failure of a party to act upon a default of another in any of the terms, conditions, or obligations under this Option Agreement shall not be deemed a waiver of any subsequent breach or default of the same or different terms, conditions, or obligations of such defaulting party.

(x) Survival. Whether or not otherwise expressly stated in this Option Agreement, all covenants, terms, conditions, and other provisions in this Option Agreement, including all covenants, terms, conditions, and other provisions relating to the Life Estate and the Net Smelter Return Royalty (except to the extent addressed in the Deed and in the event there is any conflict between the provisions of this Option Agreement and the Deed, the provisions of the Deed shall prevail), shall survive the expiration of the Option Period, the termination of the Option by Optionee, or the Closing of the Purchase Transaction as may be necessary in order to give full force and effect to this Option Agreement and each covenant, term, condition and other provision of this Option Agreement. Without limitation or prejudice to the preceding sentence, all rights and obligations of each party under this Option Agreement, all rights to payments, however limited, all causes of action, all waivers, all limitations attributable to events occurring prior to the expiration of the Option Period, the termination of the Option Agreement or the Optionee or the Closing, as applicable, all limitations on warranties, all representations, warranties, indemnifications, and. Except as provided in this Section 15(x), all provisions of this Option Agreement that apply any time thereafter shall be deemed to survive the expiration of the Option Period, the termination of the Option or the Option Agreement by Optionee or the Closing, as applicable, whether or not sometimes so stated. The provisions of this Section 15(x) shall survive expiration of the Option Period, the termination of the Option Agreement by Optionee and the Closing, as applicable.

(xi) Reserved.

(xii) Compliance with Laws. Optionee agrees to materially comply with all Applicable Laws concerning the activities and operations of Optionee permitted under Sections 4, 5, and 6 of this Option, including, if applicable, requirements for posting of bonds or sureties in connection with such activities.

16. Memorandum of Option. Upon execution of this Option Agreement, Owner and Optionee shall contemporaneously execute the Memorandum of Option attached as Exhibit A and incorporated by this reference. The Memorandum of Option shall be recorded at the Register of Deeds Office of Johnson County, Nebraska, at the expense of Optionee. Within thirty (30) days after the earlier to occur of the expiration of the Option Period or the termination of this Option by Optionee, Optionee, at Optionee's expense, shall sign and record a release of the Memorandum of Option.

Remainder of Page Blank. Signature Pages, Acknowledgements and Exhibits to Follow

In Witness Whereof, this Option Agreement has been duly authorized, executed and delivered by the parties as of the Effective Date.

"OWNER"

/s/ Beverly J. Beethe
Beverly J. Beethe

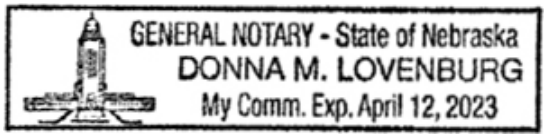
STATE OF Nebraska)
) ss:
COUNTY OF Richardson)

Before me, a Notary public qualified for said County, personally came Beverly J. Beethe, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof by her to be her voluntary act and deed.

Witness my hand and notarial seal on April 29, 2020.

My Commission Expires:

4-12-2023



/s/ Donna M. Lovenburg
Notary Public

Execution Version

"OPTIONEE"

ELK CREEK RESOURCES CORP.,
a Nebraska Corporation

BY: /s/ Scott Honan
Scott Honan
Title: PRESIDENT

STATE OF Colorado)
) ss:
COUNTY OF Denver)

Before me, a Notary public qualified for said County, personally came Scott Honan, known to me to be the President of Elk Creek Resources Corp., a Nebraska corporation, the identical person who signed the foregoing instrument and acknowledged the execution thereof by him to be his voluntary act and deed on behalf of the corporation.

Witness my hand and notarial seal on April 28, 2020.

My Commission Expires:

6/2/2022

/s/ Cathy J. Savoie
Notary Public

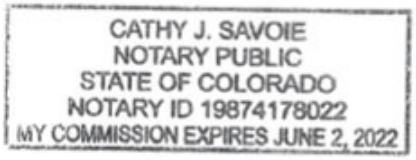


Exhibit 10.8

CERTAIN INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. THE OMITTED PORTIONS OF THIS DOCUMENT ARE INDICATED BY [**].

AMENDED AND RESTATED OPTION TO PURCHASE
(Johnson County)

This Amended and Restated Option to Purchase (this "Option") is made and entered into as of this 4TH day of January, 2017 ("Effective Date") between Victor L. Woltemath ("Victor") and Juanita E. Woltemath ("Juanita"), husband and wife, as joint tenants with rights of survivorship, whose address is 62044 720 Road, Elk Creek, Nebraska 68348, and Elk Creek Resources Corp., a Nebraska corporation ("Optionee"), whose address is 386 Broadway, PO Box 506, Tecumseh, Nebraska 68450. Whenever used in this Option, the term "Owner" shall refer to Victor and Juanita, individually, and the term "Owners" shall refer to Victor and Juanita, collectively. Owners and Optionee are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, the Parties entered into that certain Exploration Lease Agreement and Option to Purchase dated March 25, 2010 ("Original Option"), pursuant to which, among other provisions, Owners granted to Optionee the right to purchase all of Owners' interest in minerals lying in and under certain real property owned by Owners, partially situated in Pawnee County, Nebraska and partially situated in Johnson County, Nebraska;

WHEREAS, the Parties entered into that certain Extension of Exploration Lease Agreement and Option to Purchase dated December 30, 2014, pursuant to which the Parties agreed, among other provisions, to extend the term of the Original Option until March 25, 2020;

WHEREAS, Owner is now willing to give, and Optionee desires to obtain, an option to purchase the surface estate, in addition to Owners' mineral interest, for that portion of the real property subject to the Original Option that is situated in Johnson County, Nebraska (as defined herein, the "Real Property") pursuant to the terms and conditions set forth herein; and

WHEREAS, the Parties desire to amend and restate the Original Option with respect to the Real Property as provided herein, and to amend and restate the Original Option with respect to that portion of the real property subject to Original Option that is situated in Pawnee County as provided in that certain Amended and Restated Option to Purchase (Pawnee County) dated as of even date herewith ("Pawnee County Option").

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Option and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Grant of Option to Purchase Real Property.

(a) Subject to the terms and conditions set forth in this Option, each Owner hereby grants to Optionee the exclusive and irrevocable right and option to purchase all of such Owner's respective individual and collective rights, privileges, title and interests of any nature whatsoever in and to the real estate (as defined in Neb, Rev. Stat. § 76-201 (Reissue 2013)) legally described as:

Johnson County, Nebraska:

Township 4 North, Range 11 East, 6th P.M.
Section 32: NE1/4SE1/4

AND

South 54 acres of the S1/2 of the NW1/4 of Section 33, and the N1/2 of the SW1/4 of Section 33, and SE1/4 of the SW1/4 of Section 33, all in Township 4 North, Range 11 East of the 6th Principal Meridian in Johnson County, Nebraska;

AND

The tract of land bounded and described as follows: Commencing at the SW corner of the SE1/4 of Section 33, running thence north 15 1/2 rods, thence East to the middle of the channel of Elk Creek, thence down the middle of the channel of Elk Creek, to the intersection thereof of the South line of said Section, thence West on the Section line to the point of beginning, containing 5 acres, all in Township 4, Range 11, East of the 6th P.M., Johnson County, Nebraska.

(collectively, the "Real Estate") together with, but without limitation, such Owner's respective individual and collective rights, privileges, title and interests, if any, whether now existing or acquired at any time during the Option Period or thereafter prior to Closing (as defined in Section 13(i)), in and to (i) any easements, rights of way and other rights used in connection with or as a means of access to any portion of said Real Estate; (ii) any hereditaments and appurtenances of and to said Real Estate; (iii) any streets, alleys, rights-of-way, tracts and parcels adjacent to or used in connection with said Real Estate; (iv) any air rights, water or water rights, including without limitation all wells, canals, ditches, reservoirs of any nature and all rights thereto, appurtenant to or associated with said Real Estate; (v) any buildings, improvements, betterments and fixtures, including without limitation any irrigation systems and storage bins, that are constructed, installed, affixed or otherwise located in, on, upon or in respect of said Real Estate at any time during the Option Period and thereafter prior to Closing (collectively, "Improvements"); (vi) any oil, gas and minerals, including without limitation Niobium, that are in, on, or under or that may be produced from said Real Estate or that may be underlying any easements, roads, or road right of ways within or adjacent to said Real Estate, whether correctly described or not, together with any right of ingress and egress to and from and use of said Real Estate for the purpose of finding, saving, storing, removing, extracting, mining, transporting and marketing any and all oil, gas and minerals therefrom; and (vii) any other rights, privileges, title and interests of such Owner of any nature whatsoever related to said Real Estate or any and all of the foregoing. Whenever used in this Option, the "Real Property" shall mean, collectively, the Real Estate and all of Owners' respective individual and collective rights, privileges, title and interests in and to the above and foregoing.

(b) In addition to the consideration provided by Optionee under the Original Option, Optionee shall pay, and Owners shall accept, as consideration for the amendment and restatement of the Original Option as set forth herein and the right to purchase all of the Real Property (including Owners' mineral rights therein), the aggregate sum of [**] (the "Option Payment", to be paid in full by Optionee to Owners on or prior to the Effective Date as follows: by a single check made payable to Victor and Juanita Woltemath as joint tenants (or the survivor of them)).

2. Option Period; Optionee Right to Terminate Option. The term of this Option shall commence on the Effective Date and shall continue until 11:59 p.m. (Central) on March 25, 2020 ("Option Period"). Unless this Option is exercised by Optionee during the Option Period, this Option shall be deemed to be terminated and without any further force or effect. Anything in this Option to the contrary notwithstanding, Optionee (but not any Owner) shall have the right to terminate this Option at any time during the Option Period as of the date specified in a written notice to Owners of such termination, and upon termination by Optionee, this Option shall be deemed to be terminated and without any further force or effect.

3. Exercise of Option. Optionee may exercise this Option at any time during the Option Period by giving Owners written notice of exercise of the Option ("Notice of Exercise of Option"); provided, however, that in the event Optionee exercises the Option, the purchase of the Real Property, including Optionee's consummation of the Purchase Transaction (as defined in Section 13), shall be governed by the terms and conditions of this Option. Notice of Exercise of Option shall be deemed to have been given during the Option Period if it is received by either Owner during the Option Period or if it is sent to either Owner during the Option Period at the address identified in Section 14 for notice purposes. The date that the Notice of Exercise of Option is sent, as evidenced by a United States Postal Service postmark, receipt for certified or registered mail, or overnight courier date stamp or, if the Notice of Exercise of Option is personally delivered to either Owner, the date that the Notice of Exercise of Option is received by such Owner, shall be deemed the date of Optionee's exercise of the Option and shall be referred to in this Option as the "Option Exercise Date". Notice of Exercise of Option shall be accompanied by a check payable to Owners representing good funds in the aggregate amount of [**] to be used as earnest money (the "Earnest Deposit," to be paid by Optionee to Owners as follows: by a single check made payable to Victor and Juanita Woltemath as joint tenants (or to the survivor of them)). If the Purchase Transaction is closed, the Earnest Deposit shall be credited towards the Purchase Price; otherwise the Earnest Deposit shall be refunded to Optionee or paid to Owners as provided in this Option.

4. Mineral Exploration Work and Activities During Option Period. During the Option Period (and if the Option is duly exercised by Optionee, at any time thereafter prior to Closing), Optionee and its employees, contractors, consultants, agents and representatives (collectively, "Optionee's Representatives") shall have the exclusive right (at Optionee's expense) to enter upon, occupy and otherwise use the Real Property for the purpose of conducting any surveys, studies, sampling of surface or subsurface soils, conditions, rock formations/structures or minerals, inspections, and other tests and mineral exploration work and activities in respect of the Real Property as Optionee shall consider appropriate; provided, however, that Optionee shall not be permitted to conduct any mining operations on the Real Property. Prior to entering the Real Property for such purposes, Optionee shall first inform Owners, generally describe the work and activities to be conducted and the general location of such work and activities; provided the Parties intend that notice be given by Optionee prior to the start of a new project involving work or activities under this Section 4, but not on a daily or other routine basis if the project extends beyond one day. Optionee shall use commercially reasonable efforts when conducting such work or activities to avoid unreasonable interference with any agricultural operations on the Real Property.

Upon completion of any such work or activity, Optionee shall repair and restore, at Optionee's expense, the surface of the Real Property to its condition immediately prior to such work or activity, and shall reimburse Owners for the reasonable value of any loss of crops or livestock damage caused by Optionee's work or activities on the Real Property. The reasonable value of such loss and damage to be paid pursuant to this Section 4 shall be the value determined by an appraiser mutually agreed upon by Owners and Optionee, provided that if Owners and Optionee cannot agree on an appraiser within thirty (30) days of the date such work causing the damage is complete, then Optionee and Owners shall each select an appraiser, who shall jointly select a third appraiser and the value determined by the third appraiser shall be final and binding.

5. Drilling Exploration Work During Option Period. During the Option Period (and if the Option is duly exercised by Optionee, at any time thereafter prior to Closing), Optionee and Optionee's Representatives shall have the exclusive right (at Optionee's expense) to enter upon, occupy and otherwise use the Real Property for the purpose of conducting exploration drilling at a site or sites on the Real Property to be selected from time to time by Optionee, including the right as and when appropriate (as determined by Optionee in its sole and absolute discretion) to layout and establish access roads to each drilling site. An exploration drill hole which is subject to the payment provisions of this section is defined as a hole in which mineralization has been reached being approximately four hundred to five hundred feet (400' to 500') in depth. Optionee shall use commercially reasonable efforts when conducting such exploration drilling permitted under this Section 5 to avoid unreasonable interference with any agricultural operations on the Real Property. In the event that access roads for drill sites are so laid out or established, such roads shall not be rocked, graveled or surfaced. The area of each drilling site shall not exceed two hundred feet (200') by two hundred feet (200'). Optionee shall pay to Owners drilling fees (each, a "Drilling Fee") of (i) an aggregate of Five Thousand Dollars ($5,000.00) per drill site that begins on the surface of the Real Property prior to beginning any such exploratory drilling, and (ii) an aggregate of Two Thousand Five Hundred Dollars ($2,500.00) per drill site that begins on the surface at a point that is not on the Real Property, but which passes under the surface of the Real Property, within 10 business days after the date on which such drill hole begins to pass under the Real Property.

To the extent not otherwise paid by application of the provisions of Section 4 or Section 6, Optionee shall repair and restore, at Optionee's expense, the surface of the Real Property to its condition immediately prior to such exploration drilling, and shall reimburse Owners for the reasonable value of any loss of crops or livestock damage caused by such exploration drilling. The reasonable value of such loss and damage to be paid pursuant to this Section 5 shall be determined using the procedure set forth in Section 4 for such purposes. Without limitation to the preceding provisions of this Section 5, after the completion of all activities in respect of any drill site that begins on the surface of the Real Property, Optionee shall cap such drill holes at least 60 inches below the surface. Capping and abandonment of any drill hole by Optionee will be completed in accordance with all applicable Nebraska law.

In addition to the Drilling Fees, prior to commencement of any drilling at a drill site that begins on the surface of the Real Property, Optionee shall deposit one thousand five hundred dollars ($1,500.00) in escrow with Morrissey's Tecumseh Abstract and Title Company in Tecumseh, Nebraska (or such other escrow agent as Optionee may, in its sole and absolute discretion, determine from time to time), which amount shall be held in escrow, as security for possible damage or restoration costs in respect of the drilling at such drill site. Such amounts held in escrow shall be returned to Optionee upon completion of any repair or restoration of the surface of the Real Property and the reimbursement of damages, if any, required pursuant to this Section 5.

6. Optionee's Improvements and Equipment. During the Option Period (and if the Option is duly exercised by Optionee, at any time thereafter prior to Closing), Optionee and Optionee's Representatives also shall have the right (at Optionee's expense) to place, construct and install all buildings, structures, machinery, equipment and other facilities (collectively, "Structures") on the Real Property as and when appropriate (as determined by Optionee in its sole and absolute discretion) for use in connection with or in furtherance of Optionee's activities and operations on the Real Property that are permitted under this Option. Optionee shall use commercially reasonable efforts when placing, constructing or installing such Structures to avoid unreasonable interference with any agricultural operations on the Real Property.

To the extent not otherwise paid by application of the provisions of Section 4 or Section 5, Optionee shall reimburse Owners for the reasonable value of any loss of crops or livestock damage caused by the placement, construction or installation of any Structures on the Real Property. The reasonable value of such loss and damage to be paid pursuant to this Section 6 shall be determined using the procedure set forth in Section 4 for such purposes. If Optionee does not exercise its Option, Optionee shall remove any and all Structures placed, constructed or installed by Optionee on the Real Property within 180 days following the date of the earlier of the expiration of the Option Period or termination of this Option by Optionee, and, upon such removal, Optionee shall repair and restore, at Optionee's expense, the surface of the Real Property to its condition immediately prior to the placement, construction or installation of such Structures, and shall reimburse Owners for the reasonable value of any loss of crops or livestock damage caused by such placement, construction, installation and removal of Structures for which Optionee has not otherwise compensated Owners pursuant to this Section 6 or the other provisions of this Option.

7. Payment of Damages and Drilling Fees; Claim Limitation Period. Notwithstanding anything in this Option to the contrary, any payment that is required to be paid by application of Sections 4, 5 or 6 (including any Drilling Fee) shall be paid by Optionee to Owners as follows: by a single check made payable to Victor and Juanita Woltemath as joint tenants (or to the survivor of them). Any Drilling Fee due pursuant to Section 5 will be considered to have been timely made if received by either Owner on or before the due date or if, on or before the due date, Optionee sends the required payment to either Owner at the address identified in Section 14 for notice purposes, as evidenced by a United States Postal Service postmark, receipt for certified or registered mail, or overnight courier date stamp.

In addition to any other payment or other obligation of Optionee as a result of Optionee's conducting any activity permitted by application of any provisions of Sections 4, 5 and 6 of this Option, Optionee covenants that while engaged in any such permitted activity it will not encumber the Real Property prior to the Closing with any construction liens related to its activities; and Optionee agrees it will indemnify and hold each Owner harmless from and against any liens or encumbrances placed on the Real Property arising from Optionee's failure to promptly pay for any costs or expenses to any third party in respect of Optionee or Optionee's Representatives having engaged in, conducted or performed any such activity. Owners shall make any claim of either Owner related to or in respect of any of Optionee's payment or performance obligations required by application of Sections 4, 5, 6 and 7 of this Option within 90 days after the date of the earliest to occur of (A) the expiration of the Option Period, (B) the termination of this Option by Optionee, or (C) the Closing of the Purchase Transaction. If either Owner shall fail to timely make any such claim, such Owner shall be deemed to have waived any such claim, including without limitation any right, remedy or recourse in respect thereof.

For purposes of clarification and notwithstanding any provision in this Option to the contrary, Optionee shall have no obligation (whether by reason of damages, payment, performance or other obligation) to either Owner by application of any provisions of Sections 4, 5, 6, 7, or any other provision of this Option for: (i) a reduction in the value of the Real Property or any portion thereof due to the discovery of hazardous materials or hazardous substances (as defined in any "Environmental Law" (as defined in Section 9(iv))) or any other physical conditions or defects in the Real Property or any portion thereof (the "Defects"); (ii) the cost of remedial measures with respect to such hazardous materials or hazardous substances or Defects; or (iii) either Owner's liability to third persons (including governmental entities) with respect to such hazardous materials or hazardous substances or Defects. Notwithstanding anything to the contrary set forth in this Option, Owners shall be responsible for and liable for all loss of crops or livestock damage incurred by any tenant of Owners resulting from or arising out of any damage or loss caused by Optionee's activities or operations on the Real Property, and each Owner, jointly and severally, for such Owner and such Owner's respective heirs, executors, successors and assigns, agrees to defend, indemnify and save Optionee harmless from and against any claims of any nature made by any tenant of Owners for loss of crops or livestock damage resulting from or arising out of any damage or loss caused by Optionee's activities or operations on the Real Property.

8. Leases; Conservation Reserve Program.

(i) Current Harlow Lease. Optionee and Owners acknowledge that, as of the Effective Date, there exists an oral cash farming lease between Owners and Adam Harlow ("Harlow") permitting Harlow to farm crops on a certain portion of the Real Property consisting of approximately 80 to 90 acres, the current term of which extends until February 28, 2018 (the "Current Harlow Lease").

(ii) Restrictions on Leasing; Conservation Reserve Program. During the Option Period and, if the Option is duly exercised by Optionee, at any time thereafter prior to Closing, each Owner hereby covenants and agrees that such Owner shall not, without the express written consent of Optionee, which consent may be withheld in Optionee's sole and absolute discretion, do any of the following:

a. enter into any lease in respect of the Real Property or any part thereof (except Owners may enter into a written farm lease, but only to the extent permitted by, and subject to, the terms and conditions described below in this Section 8 for such leases);

b. amend, extend, renew or expand the area being farmed under the Current Harlow Lease or otherwise allow the term of the Current Harlow Lease to extend beyond February 28, 2018;

c. amend, extend or renew any farm lease permitted pursuant to this Section 8 unless such lease, as amended, extended or renewed, contains the terms described below in this Section 8 for such lease;

d. amend, extend or renew any lease to which Optionee gives its consent pursuant to this Section 8 or otherwise allow any lease to which Optionee gives its consent pursuant to this Section 8 to continue beyond the term consented to by Optionee; or

e. enroll the Real Property, or any part thereof, in or otherwise subject the same to, the Conservation Reserve Program or similar program.

(iii) Termination of Current Harlow Lease; Written Farm Leases. Owners agree, concurrently with and as a condition to Optionee's execution of this Option, to execute a Notice of Termination substantially in the form attached hereto as Exhibit "C", terminating the Current Harlow Lease as of February 28, 2018. Owners agree to deliver such Notice of Termination to Harlow within three (3) days after Owners' execution of this Option. For the period from March 1, 2018 through the duration of the Option Period, Owners agree not to enter into any lease in respect of any portion of the Real Property other than a written farm lease on terms reasonably acceptable to Optionee that is for a term no longer than one year, but that will immediately terminate upon notice of exercise of the Option by Optionee.

(iv) Damages for Early Termination of Farm Lease. If Optionee exercises its Option during the term of any written farm lease with respect to the Real Property, (a) on or after March 1 of a given calendar year, Optionee shall reimburse Owners, as landlord, for (I) the actual amounts expended by Owners or Owners' tenant in preparation of the land for that year's crop season, if the crops have not been planted, or (II) the value of the growing or unharvested crops on the Real Property, if any, and the actual amounts, if any, expended by Owners or Owners' tenant in preparation of the land for the next year's crop season or (b) prior to March 1 of a given calendar year, Optionee shall reimburse Owners, as landlord, only for the actual amounts, if any, expended by Owners or Owners' tenant in preparation of the land for that year's crop season. Owners acknowledge and agree that Owners shall be responsible for allocating such reimbursement received from Optionee between Owners, as landlord, and Owner's tenant in proportion to their respective interests in the actual amounts expended in preparation of the land and growing or unharvested crops if any. Owners shall be responsible for and liable for all other damages incurred by Owner or Owners' tenant upon the early termination of a lease pursuant to this Option.

(v) Termination of Lease upon Exercise of Option. If, as a result of Optionee's exercise of the Option, a lease permitted pursuant to this Section 8 (other than the Current Harlow Lease, if Closing is before February 28, 2018), is terminated, (a) Owners shall cause Owners' tenant under such lease to vacate the Real Property and remove from the Real Property all of tenant's personal property, including any previously harvested crops (whether or not harvested from the Real Property) or cattle being pastured by such tenant within thirty (30) days after the date of termination of the lease, and (b) Owners agree that (I) any planted and growing crops on the Real Property as of the date of termination of any farm lease, and (II) any personal property, any previously harvested crops (whether or not harvested from the Real Property) and any cattle being pastured by a tenant of Owners not completely removed from the Real Property within such thirty (30) day period, shall automatically inure to the benefit of and become the property of Optionee without additional compensation from Optionee, and Optionee may sell, transfer, convey or otherwise dispose of such personal property, crops or cattle as shall be deemed to be appropriate in Optionee's sole and absolute discretion. If, after expiration of the Current Harlow Lease, Owners enter into a written farm lease with respect to the Real Property in accordance with this Section 8, such lease shall, among other provisions required by this Section 8, contain the provisions set forth in this paragraph.

(vi) Optionee's Liability for Early Termination of Lease. Except for Optionee's obligations for reimbursement expressly set forth in Section 8 (iv), Optionee shall have no liability to Owners or Owners' tenants for any damages incurred by Owners or Owners' tenants resulting or arising from, out of or in connection with the early termination of any lease in respect of the Real Property, in respect of Owners' obligation to convey the Real Property free and clear of all leases at Closing (except for the Current Harlow Lease if the date of Closing is before February 28, 2018) or otherwise from Optionee's exercise of the Option. Each Owner, jointly and severally, and for such Owner, and such Owner's respective heirs, executors and assigns, agrees to defend, indemnify and save Optionee harmless from and against any claims of any nature by any Owner (including such Owner's heirs, executors and assigns) or by Owners' tenants resulting from or arising out of any such damages.

(vii) Notice of Lease and Termination. Owners shall obtain Optionee's prior written consent, not to be unreasonably withheld, to any lease for a portion of the Real Property permitted by this Section 8. Upon execution of any such lease, Owners shall deliver a fully executed copy thereof to Optionee. Upon delivery of a notice of termination of any lease as required or permitted under this Section 8, Owners shall deliver a copy thereof to Optionee.

9. Owner's Representations and Warranties. Each Owner represents and warrants to Optionee, including Optionee's successors and assigns under or in respect of this Option, that as of the Effective Date:

(i) Owners (a) own the Real Property as joint tenants with rights of survivorship, and not as tenants in common, (b) are the sole legal, beneficial and equitable owners of all right, title and interest in and to the Real Property, and (c) have marketable title in the Real Property and good and lawful authority to grant this Option and to convey the Real Property pursuant to this Option.

(ii) The Real Property is free and clear of all leases (other than the Current Harlow Lease), liens, assessments, covenants, easements, restrictions, other encumbrances and outstanding adverse claims, demands and interests of any nature whatsoever, other than (1) the lien of this Option, (2) any Permitted Exceptions (as defined in Section 13 (iii)), and (3) the following liens of record: **NONE.**

(iii) The execution and delivery of this Option, and the performance of and compliance with this Option, by such Owner does not and will not (a) result in any breach or constitute a default (or an event which, with notice or lapse of time, or both, would become a default) under, or give to others any rights of termination, amendment, acceleration, cancellation, or consent, or result in the creation of a lien or encumbrance on the Real Property, pursuant to any agreement, instrument or obligation to which such Owner is a party or by which such Owner is bound, or (b) violate any judgment or order applicable to such Owner.

(iv) Such Owner has not received any written notice of violations or alleged violations of any federal, state or local law, rule or regulation applicable to the Real Property, including such Owner's use thereof, that have not been corrected to the satisfaction of the issuer of the notice or which, if uncorrected, would have an adverse effect on the value, use or operation of the Real Property. Without limitation to the preceding sentence and in addition thereto, except as otherwise disclosed by Owners to Optionee in writing prior to the Effective Date, there is no environmental or other condition on or in respect of the Real Property which is, or may become, a violation of any applicable federal, state, county or municipal law, rule, directive, regulation or ordinance of any governmental body relating to environmental protection (collectively, "Environmental Laws") or relating to zoning, land use or otherwise with respect to the Real Property or any activities of such Owner or such Owner's predecessor in interest on or relating to the Real Property, and such Owner has not received any notice of any investigation of any such condition or violation.

(v) Such Owner has not entered into, or agreed to enter into, any agreement with any other person or entity to lease (except for the Current Harlow Lease), assign, sell, convey, hypothecate, mortgage, encumber or otherwise transfer or attempt to do any of the foregoing set forth in this Section 9(v) with respect to any of such Owner's right, title or interest in or to the Real Property or any portion thereof.

(vi) Neither the Real Property nor any part thereof is (nor at any time during the five (5) years preceding the Effective Date has been) enrolled in or otherwise subjected to the Conservation Reserve Program or any similar program.

(vii) Such Owner is solvent, and such Owner has not made a general assignment for the benefit of creditors or a transfer in fraud of creditors, or been adjudicated as bankrupt or insolvent, or a petition filed by or against such Owner for bankruptcy, composition, rearrangement, extension, reorganization, or arrangement pursuant to the Federal Bankruptcy Code or any similar present or future federal or state insolvency or bankruptcy law or statute.

(viii) Such Owner has not received a notice in respect of any pending or threatened eminent domain proceeding in respect of the Real Property or any part thereof from any public authority.

(ix) Such Owner has not dealt with any broker or other person in connection with the Purchase Transaction or this Option in any manner that could give rise to a claim for any real estate commissions and broker's or other fees.

10. Quiet Title. During the Option Period (and if the Option is duly exercised by Optionee, at any time thereafter prior to Closing), Optionee, at its own expense and with the prior written consent of Owners, which consent shall not be unreasonably withheld, conditioned or delayed, may investigate title to the Real Property and, in each Owner's name and in the name of Owners collectively, take such action (including the commencement and prosecution of quiet title suits) as it deems advisable to clear title to the Real Property. Each Owner agrees to cooperate with Optionee in all such matters and investigations of title and in clearing title to the Real Property of any title defects. Upon request of Optionee, each Owner will furnish Optionee a copy of all abstracts and title documents to the Real Property that are available to such Owner, but no Owner shall have any obligation to have abstracts made unless reimbursed for the cost thereof by Optionee.

11. Assignment; Transfer. During the Option Period (and if the Option is duly exercised by Optionee, at any time thereafter prior to Closing), each Owner hereby covenants and agrees that such Owner shall not, without the express written consent of Optionee, which consent may be withheld in Optionee's sole and absolute discretion, (a) transfer or assign any of its rights under or in respect of this Option, or (b) sell, transfer, convey, mortgage, hypothecate, lease (except as permitted by Section 8) or license, assign, or encumber, whether voluntarily, involuntarily or by operation of law, the Real Property or any part thereof, or any of such Owner's interest therein. For avoidance of doubt and without limitation to the immediately preceding sentence, during the Option Period (and if the Option is duly exercised by Optionee, at any time thereafter prior to Closing), no Owner shall, without the express written consent of Optionee, which consent may be withheld in Optionee's sole and absolute discretion, cause or permit the Real Property to be used as security for or to be otherwise encumbered in respect of any indebtedness. To the maximum extent permitted by law, any sale, transfer, conveyance, mortgage, hypothecation, lease, license, assignment, or encumbrance by either Owner, or any attempt by either Owner to do any of the foregoing, with respect to either Owner's rights under this Option or in respect of the Real Property in violation of this Section 11, shall be deemed to be a nullity *ab initio* and to be without any force or effect. Optionee may freely assign its rights under or in respect of this Option provided the assignee agrees and assumes the terms and conditions of this Option in writing.

12. Indemnity. Except to the extent caused by the negligence or willful misconduct of either Owner or the guests, invitees, licensees or agents of either Owner, Optionee shall indemnify and save each Owner harmless from and against (a) any claims by such Owner or any third party for any personal bodily injury (including death) to the extent directly and proximately caused by the negligent acts, negligent omissions or willful misconduct of Optionee or Optionee's Representatives during the Option Period and, if the Option is duly exercised by Optionee at any time thereafter prior to Closing, (b) any claims by such Owner or any third party for property damage to the extent directly and proximately caused by the negligent acts, negligent omissions or willful misconduct of Optionee or Optionee's Representatives during the Option Period and, if the Option is duly exercised by Optionee at any time thereafter prior to Closing, and (c) any claims by such Owner for damage or loss to the Real Property to the extent directly and proximately caused by Optionee's use or occupancy of or Optionee's activities on the Real Property during the Option Period and, if the Option is duly exercised by Optionee at any time thereafter prior to Closing; provided, however, that clause (b) and clause (c) of this Section 12 shall not be construed to apply to any claims of such Owner for repair or restoration or for reimbursement of the reasonable value of any damage for which Optionee is responsible under Section 4, 5 or 6 of this Option, which claims shall be governed by those Sections and Section 7 of this Option; provided, further, however, that notwithstanding anything in this Option to the contrary, including without limitation, any provision of Section 4, 5, 6, 7 or this Section 12, Optionee shall incur no obligation under this Option in respect of any claims of either Owner or any third party that arise, result or are otherwise suffered after the date of the earlier of the expiration of the Option Period or the termination of the Option by Optionee, if any condition to the Real Property created or caused by Optionee's use or occupancy of or activities on the Real Property was left in a safe condition and was remediated to the extent necessary to be in full compliance with all Environmental Laws.

13. Terms and Conditions of Purchase. Upon Optionee's exercise of the Option, each Owner agrees to sell, transfer, convey and assign all of such Owner's rights, privileges, title and interests in the Real Property to Optionee, and Optionee agrees to purchase such Owner's rights, privileges, title and interests in the Real Property from Owner (the "Purchase Transaction") subject to the following additional covenants, terms, conditions and provisions of this Section 13.

(i) Closing. The closing ("Closing") of the Purchase Transaction shall take place on a date and at a time and place mutually agreeable to the Parties but in no event later than sixty (60) days after the Option Exercise Date ("Closing Date"), provided that all conditions to Closing set forth in this Option then have been satisfied or waived in accordance with this Option. Owners shall deliver to Optionee exclusive possession of the Real Property at Closing.

(ii) Purchase Price.

a. Amount of Purchase Price. The aggregate purchase price ("Purchase Price") for the Real Property shall be 220 acres multiplied by the greater of (1) [**] or (2) [**] times the Appraised Per Acre Value of the Real Property. For the avoidance of doubt, for purposes of determining the Purchase Price, the Parties agree that the Real Property consists of 220 acres, whether the Real Property actually contains more or less.

b. Appraised Per Acre Value. As used in this Option, the "Appraised Per Acre Value" of the Real Property shall be the per acre value of the Real Property at the time of the Option Exercise Date as determined in accordance with this Section 13(ii)(b). The Parties agree that in determining the Appraised Per Acre Value, consideration shall be given only to the fair market value of the Real Property assuming the same will be used solely for agricultural purposes or grazing land. Owners and Optionee shall attempt in good faith to arrive at the Appraised Per Acre Value of the Real Property, and if they reach an agreement, such value shall be the Appraised Per Acre Value. If they fail to agree within fifteen (15) days after the Option Exercise Date, then Optionee and Owners (collectively) shall each appoint one appraiser familiar with real property values of similarly situated land in Pawnee or Johnson County, Nebraska or the surrounding area. Such appraisers shall promptly appoint a third appraiser who also shall be familiar with real property values of similarly situated land in Pawnee or Johnson County, Nebraska or the surrounding area. Each appraiser shall promptly prepare an appraisal of the fair market per acre value of the Real Property assuming the same will be used solely for agricultural purposes or grazing land. If Optionee and Owners cannot in good faith arrive at the Appraised Per Acre Value by mutual agreement, then the Appraised Per Acre Value as contemplated by this Section shall be determined by averaging the fair market per acre value of the Real Property determinations of the two appraisers of the three appraisers appointed pursuant to this Section whose determinations of the Appraised Per Acre Value are closest, and such average then shall be deemed to be the "Appraised Per Acre Value" and shall be final and binding on both Optionee and Owners (collectively). The fees and expenses of the appraiser selected by a Party shall be borne by such Party, and the fees and expenses of the third appraiser shall be borne equally by the Parties. Each appraiser appointed pursuant to this Section shall be required to (i) be a registered real property appraiser (as defined in Neb. Rev. Stat., Section 76-2217.01 (as amended from time to time)) meeting the then current minimum qualifications set forth in Neb. Rev. Stat., Section 76-2229.01 (2)(c) and (ii) hold a current designation as a certified Member of the Appraisal Institute ("MAI").

c. Payment of Purchase Price. The Purchase Price, after crediting the Earnest Deposit and Closing adjustments in the manner provided in this Option, shall be paid in full at Closing by wire transfer or other immediately available funds. The Option Payment shall not be deducted from the Purchase Price. At Closing, the Purchase Price net proceeds shall be paid by Optionee to Victor and Juanita Woltemath, as joint tenants (or to the survivor of them).

d. Reservation of Net Smelter Return. In addition to the Purchase Price, upon Closing of the Purchase Transaction, Optionee shall pay to Owners, on an annual basis, an aggregate Net Smelter Return as set forth herein. As used in this Option, "Net Smelter Return" means two percent (2%) of the net proceeds received by Optionee from a mill, refinery, smelter or other purchaser of production from the minerals extracted from the Real Property after deductions for the following: all mill, refinery, or smelter charges; transportation and insurance costs for the handling and shipping of the shipped product; gross production, severance and similar taxes inuring on or measured by production or sales; and penalties, assaying, and sampling charges. Optionee shall, on an annual basis after beginning any mining operations with respect to the Real Property, calculate the Net Smelter Return, if any, due to Owners for the immediately preceding year and deliver to Owners a statement showing such calculations, regardless of whether any Net Smelter Return is due. The statement and the amounts paid are conclusively presumed to be correct and accepted by Owners unless within thirty (30) days following receipt, either Owner has delivered a written notice to Optionee in the manner required by Section 14 specifying such Owner's objection to the statement or the amount paid. If a Net Smelter Return is due to Owners for the immediately preceding year, Optionee shall, at such time as the statement is delivered, pay to Owners the Net Smelter Return due to Owners, by wire transfer or other immediately available funds. Any Net Smelter Return that is due hereunder shall be paid to Victor and Juanita Woltemath, as joint tenants (or to the survivor of them). Optionee shall not be obligated to provide a statement required under this Section 13(ii)(d) for any year in which Optionee conducted no mining operations with respect to the Real Property. If Optionee exercises its right to purchase the Real Property, and elects to Close the Purchase Transaction, then Victor and Juanita Woltemath, as joint tenants (or the survivor of them), may reserve in the Deed, in favor of Victor and Juanita Woltemath, as joint tenants (or the survivor of them) and their heirs, executors, successors, assigns, personal representatives and legal representatives, all of their right, title and interest in and to, and in respect of, the Net Smelter Return to be paid to them, as joint tenants (or to the survivor of them), pursuant to the provisions of this Option. Optionee will accept at Closing a Deed from Owners containing a reservation of the right to be paid the Net Smelter Return, and Optionee will thereafter record such Deed and execute and record any additional documentation or instruments as may be necessary or reasonably appropriate for such purposes.

e. Personal Property. For the avoidance of doubt, if Optionee exercises this Option and elects to Close on the Purchase Transaction, Optionee is not purchasing, and Owners shall be entitled to remove, all of Owners' personal property, including any previously harvested crops or hay (whether or not harvested from the Real Property), cattle being pastured by Owners on the Real Property, and other personal effects, that exist on the Real Property prior to the date of Closing. Subject to Victor's right to pasture in the Pasture Portion as set forth in Section 13(ii)(f) below, Owners shall remove all of Owners' personal property from the Real Property prior to (i) the date of Closing or (ii) if Optionee, in its sole and absolute discretion, consents in writing prior to the date of Closing, such later date as consented to by Optionee (subsection (i) or (ii), as applicable, the "Removal Date"). Subject to Victor's right to pasture in the Pasture Portion as set forth in Section 13(ii)(f) below, Owners agree that any personal property, including any previously harvested crops (whether or not harvested from the Real Property), cattle and other personal effects, not completely removed from the Real Property as of the Removal Date shall automatically inure to the benefit of and become the property of Optionee without additional compensation from Optionee, and Optionee may sell, transfer, convey or otherwise dispose of such personal property as shall be deemed to be appropriate in Optionee's sole and absolute discretion.

f. Right to Pasture; Owners' Farming Activities. The Parties acknowledge that, as of the Effective Date, Victor may be pasturing cattle on that portion of the Real Property legally described as follows:

SE1/4 of the SW1/4 of Section 33, Township 4 North, Range 11 East of the 6th Principal Meridian in Johnson County, Nebraska ("Pasture Portion").

If, at Closing, Victor is then living, Optionee agrees to permit Victor to pasture cattle on the Pasture Portion after Closing subject to and in accordance with the terms and conditions set forth in the Lease attached hereto as Exhibit "D" (the "Lease)", and Optionee and Victor will execute and deliver, at Closing, signed counterparts of the Lease. Owners agree that the right to pasture cattle on the Real Property after Closing of the Purchase Transaction is subject to the terms and conditions of the Lease and is personal to Victor and cannot be assigned or otherwise transferred to any other person by either Owner. Other than payment of the Purchase Price at Closing and subject to Owner's rights set forth in this Section 13(ii)(f) with respect to the Pasture Portion, Optionee shall have no liability to Owners for any damages incurred by Owners as a result of or arising from, out of or in connection with the early termination of any of Owners' farming (whether crops or hay) or pasturing activities on the Real Property as a result of Optionee's exercise of the Option. Except as provided in Section 8(iv), Optionee does not owe Owners any additional amount for the value of any growing or unharvested crops or hay on the Real Property at the time of Closing or for any amounts expended by Owners in preparation of the Real Property for the crop year (or hay season) in which Closing takes place or the crop year (or hay season) following the year (or season) in which Closing takes place. Unless Optionee elects (at its sole and absolute discretion) to permit Owners to continue to farm the Real Property pursuant to Section 15(xii) and subject to the provisions of Section 8, any planted and growing crops or hay on the Real Property as of the date of Optionee's exercise of the Option shall automatically inure to the benefit of and become the property of Optionee, and Optionee may sell, transfer, convey or otherwise dispose of such crops or hay as shall be deemed to be appropriate in Optionee's sole and absolute discretion.

(iii) Title Insurance. Owners shall deliver to Optionee within fifteen (15) days after the Option Exercise Date, a commitment (the "Commitment") for an Owner's Title Insurance Policy in the amount of the Purchase Price issued by a title insurance company (the "Title Company") reasonably acceptable to Optionee, together with legible copies of all documents identified on the Commitment as exceptions to the title. The Commitment shall fully describe the Real Property, name Optionee (or Optionee's assignee of or under this Option) as the party to be insured under the Owner's Title Insurance Policy and commit to insure Optionee with indefeasible, good and marketable title to the Real Property in the full amount of the Purchase Price, free and clear of all liens, assessments, covenants, easements, restrictions and encumbrances of any nature whatsoever other than: (A) personal property taxes, general real estate taxes, and special assessments for public improvements (including any installments of such special assessments) that are not yet delinquent; and (B) such other exceptions to which Optionee has agreed in, or by application of, any provision in this Option. Whenever used in this Option, "Permitted Exceptions" shall mean and refer to the matters identified in clause (A) and (B) of this Section 13(iii). The Commitment shall commit to issue, at Optionee's sole cost, such endorsements as Optionee may select in its sole and absolute discretion. If Optionee has any objection to items disclosed in the Commitment, Optionee shall have fifteen (15) days after the date of delivery of the Commitment from Owners to Optionee to make written objections to Owners. If Optionee makes such objections, Owners shall use their collective best efforts to cure the same within thirty (30) days after receipt of such notification from Optionee ("Title Cure Period"). If the title defects noted by Optionee are not cured within the Title Cure Period, Optionee may, in its sole and absolute discretion, elect either to (X) terminate this Option, (Y) waive such objections (the same then becoming Permitted Exceptions) and Close the Purchase Transaction, subject to any other right of Optionee to terminate this Option and the satisfaction of all other conditions required to be performed by Owners in this Option, or (Z) permit Owners additional time in which to cure such defects, and if necessary, extend the time in which the Parties must Close the Purchase Transaction, provided that if Owners are unable to cure the defects within the additional time provided by Optionee, Optionee may elect, in its sole and absolute discretion, to proceed under subsections (X) or (Y) of this Section 13(iii).

(iv) Closing Deliverables.

a. Owner's Closing Documents. At Closing, Owners shall deliver to Optionee:

I. a general warranty deed ("Deed") duly executed and acknowledged by Victor and Juanita Woltemath, as joint tenants (or the survivor of them), conveying marketable title in fee simple in the Real Property, free and clear of all liens, assessments, covenants, easements, restrictions and encumbrances of any nature whatsoever other than the Permitted Exceptions, provided that Owners (as joint tenants, or the survivor of them) shall be permitted to reserve in such deed the right to be paid the Net Smelter Return as contemplated by Section 13(ii)(d).

II. all other Owner documents necessary to Close the Purchase Transaction in accordance with the terms of this Option and such other documents and instruments (including without limitation, any consents, instruments or other documents required to be executed by the spouse, if any, of such Owner) as may be required by the Title Company to issue the Owner's Title Insurance Policy or as may otherwise be required to be furnished by Owner;

III. a non-foreign person affidavit acceptable to the Title Company;

IV. a duly executed agreement in form and substance satisfactory to Optionee as determined by Optionee in Optionee's sole and absolute discretion terminating any lease to which Optionee has given its written consent pursuant to Section 8 as of the Closing Date; and

V. if Victor is then living at the time of Closing, a duly executed counterpart of the Lease in the form attached hereto as Exhibit "D".

b. Optionee's Closing Documents. At Closing, Optionee shall:

I. pay the Purchase Price after crediting the Earnest Deposit and Closing adjustments as provided in this Option;

II. deliver to Owners all other Optionee documents necessary to Close the Purchase Transaction in accordance with the terms of this Option; and

III. if Victor is then living at the time of Closing, a duly executed counterpart of the Lease in the substantially the form attached hereto as Exhibit "D".

(v) Expenses to be Paid at or prior to Closing.

a. Owners' Expenses. Owners shall pay half of all costs of obtaining the Owner's Title Insurance Policy, half of all costs of any escrow fee, all applicable real estate transfer taxes, and all of Owners' attorney's fees. Owners shall also pay all costs of preparation of the Deed if prepared by Owners' attorney(s); all costs of correcting defects in title (including any recording fees attributable thereto); and all other expenses stipulated to be paid by Owners under other provisions of this Option.

b. Optionee's Expenses. Optionee shall pay half of all costs of obtaining the Owner's Title Insurance Policy, all costs associated with any endorsements selected by Optionee, half of all costs of any escrow fee, all survey costs, if any, all costs of recording the Deed (excluding, however, documentary taxes), all of Optionee's attorney's fees, and ail other expenses stipulated to be paid by Optionee under other provisions of this Option.

(vi) Prorations. Owners shall pay in full on or before Closing all personal property taxes, general real estate taxes and installments of special assessments that become delinquent prior to the year of Closing. All personal property taxes, general real estate taxes, and special assessments (including any installments of special assessments) that become delinquent in the year of Closing shall be treated as current and shall be prorated as of the date of the Closing. All utility charges for periods prior to Closing shall be paid by Owners unless related to the activities of Optionee in respect of this Option, all of which shall be paid by Optionee.

(vii) Conditions to Closing. Optionee's obligation to Close the Purchase Transaction is specifically conditioned upon the satisfaction, or waiver by Optionee, in Optionee's sole and absolute discretion, of the following:

a. All representations and warranties of each Owner made in Section 9 shall be true, accurate and complete in all material respects at Closing.

b. There shall be no unpaid bills, charges, costs, or expenses of any kind which create or permit the filing of a statutory or other lien of any kind against the Real Property.

c. No Owner shall then be in default under or in respect of any of such Owner's obligations under this Option, including any covenant of such Owner set forth in this Option.

d. At Closing, Optionee shall acquire one hundred percent (100%) of the Real Property by the Deed duly executed and delivered by Owners in the form required by this Option.

(viii) Failure to Close Purchase Transaction.

a. Failure by Owner. In the event either Owner fails or refuses to Close the Purchase Transaction in accordance with this Option when and if required by this Option to do so, including by either Owner's failure, refusal or inability to deliver the Deed at Closing in the form required by this Option or any of the other Owner's Closing documents, Optionee shall be entitled to pursue any right, remedy or recourse in law or equity that Optionee may have by reason of such default, including the remedy of specific performance to Close the Purchase Transaction or, in the alternative, at Optionee's sole and absolute discretion, Optionee may elect to terminate this Option, in which event Owners shall promptly refund the Earnest Deposit to Optionee and this Option shall be deemed to be of no further force or effect.

b. Failure by Optionee. In the event Optionee fails or refuses to Close the Purchase Transaction in accordance with this Option when and if required by this Option to do so, then as each Owner's sole and exclusive remedy for Optionee's failure or refusal to so Close, Owners shall have and recover, as liquidated damages therefor, the Earnest Deposit, it being understood that the Parties agree that each Owner shall sustain damages as a result of Optionee's failure or refusal to so Close the Purchase Transaction in an amount not clearly ascertainable to the Parties as of the Effective Date. Each Owner hereby waives to the maximum extent permitted by law any other right, remedy or recourse otherwise available to such Owner as a result of such failure or refusal of Optionee to so Close the Purchase Transaction.

14. Notices. All notices and other communications to either Party shall be in writing, personally delivered or sent by overnight courier or United States certified or registered mail, return receipt requested, at the address set forth below until either Party shall give notice of change of address by personal delivery, overnight courier or United States certified or registered mail, return receipt requested, which change of address so communicated shall thereafter be treated as the address of the Party giving such notice. Notice to either Owner at the address set forth below shall constitute notice to both Owners. The addresses of the Parties for receipt of any such notice are:

If to Owners: Victor L. Woltemath and Juanita E. Woltemath
62044 720 Rd.
Elk Creek, Nebraska 68348

If to Optionee: Elk Creek Resources Corp.
Attn: Scott Honan
386 Broadway, PO Box 506
Tecumseh, Nebraska 68450

15. Other Terms and Conditions.

(i) Binding Agreement. This Option, and all covenants and conditions herein contained, shall extend to and be binding upon, and will inure to the benefit of and be enforceable by and against, the Parties and their respective heirs, executors, personal representatives, legal representatives, administrators, successors, assigns, trustees and any subsequent owner of, or anyone holding any right, title or interest in or to, all or any part of the Real Property.

(ii) Entire Agreement. This Option includes all Exhibits. This Option constitutes the sole and only agreement between Owners and Optionee pertaining to the Purchase Transaction or any transactions contemplated by this Option and supersedes any prior understandings or written or oral agreement between them in respect of such matters, including without limitation the Original Option. For avoidance of any doubt, in furtherance of the immediately preceding sentence, and without limitation or prejudice thereto, the Parties acknowledge and agree that this Option, as of the Effective Date, governs the rights and obligations of the Parties with respect to the Real Property; provided that the Parties agree that they will also enter into and execute, contemporaneously with this Option, the Pawnee County Option in the form attached hereto as Exhibit "B". Upon execution of both this Option and Pawnee County Option, Optionee will release, of record, the prior Memorandum of Exploration Lease Agreement and Option to Purchase, dated March 25, 2010, as modified by the First Amendment to Memorandum of Option Agreement, dated December 30, 2014, with respect to Real Property, by recording the Memorandum of Option to Purchase attached hereto as Exhibit "A" in the Register of Deeds Office of Johnson County, Nebraska. No modification, alteration, or amendment of this Option and no waiver of any provision of this Option shall be valid or effective unless made in a writing executed by all Parties.

(iii) Severability. If any provision of this Option shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Option.

(iv) Governing Law; Venue. This Option shall be governed by and construed in accordance with the laws of the State of Nebraska. The Parties agree that, except to the extent a court in the county where the Real Property (or portion thereof) is situated shall have exclusive jurisdiction over such matters, any action or claim arising out of, or any dispute in connection with, this Option, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, may only be brought in the state or federal courts of the State of Nebraska sitting in Douglas County, Nebraska, and each Party consents to the non-exclusive jurisdiction of such courts. Each Party hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

(v) Construction. Captions used in this Option are for convenience and shall not be used in the construction of this Option. Words of any gender used in this Option shall be held and construed to include any other gender, and words in the singular number shall be held to include plural, and vice versa, unless the context requires otherwise. Notwithstanding the fact that this Option may have been prepared by counsel for one of the Parties, the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Option as the joint agreement and understanding of the Parties, and this Option is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply. Whenever used in this Option, "Exhibit" means and refers to an Exhibit attached to this Option; "include", "includes", "included", "including" and words of similar import shall be construed as if followed by the phrase "without limitation" or "but be not limited to" as the context may require, whether or not sometimes so stated.

(vi) Counterparts. This Option may be executed in any number of counterparts and each such executed counterpart shall be deemed to be an original instrument, and all such executed counterparts together shall constitute one and the same instrument. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page.

(vii) Time is of the Essence. Time shall be considered to be of the essence in respect to all performance or other matters related to this Option.

(viii) 1031 Exchange. Upon Owners' request, Optionee agrees to reasonably cooperate with Owners to permit Owners to effect a tax-deferred, like-kind exchange or to otherwise effect an exchange of real property in accordance with the provisions of Internal Revenue Code § 1031, provided that Optionee shall not be required to incur any additional costs, liabilities or delays in connection such exchange.

(ix) No Waiver. The failure of a Party to act upon a default of another in any of the terms, conditions, or obligations under this Option, unless otherwise expressly provided in this Option, shall not be deemed a waiver of any subsequent breach or default of the same or different terms, conditions, or obligations of such defaulting Party.

(x) Survival. Whether or not otherwise expressly stated in this Option, all covenants, terms, conditions, and other provisions in this Option shall survive the expiration of the Option Period, the termination of the Option by Optionee, or the Closing of the Purchase Transaction as may be necessary in order to give full force and effect to this Option and each covenant, term, condition and other provision of this Option. Without limitation or prejudice to the preceding sentence, ail rights and obligations of each Party under this Option, all rights to payments, however limited, all causes of action, all waivers, all limitations attributable to events occurring prior to the expiration of the Option Period, the termination of the Option by Optionee or the Closing, as applicable, all limitations on warranties, all representations, warranties, indemnifications, and all provisions of this Option that may apply at any time thereafter shall be deemed to survive the expiration of the Option Period, the termination of the Option by Optionee or the Closing, as applicable. The provisions of this Section 15(x) shall survive expiration of the Option Period, the termination of the Option by Optionee or the Closing, as applicable.

(xi) First Right to Farm. If, after Closing, Optionee elects, in its sole and absolute discretion, to allow any person to farm all or any portion of the Real Property, Optionee shall, before offering to any other person the right to farm all or any portion of the Real Property, offer to Owners the right to farm all or such portion of the Real Property upon written terms and conditions satisfactory to Optionee; provided, however, that nothing in this Option shall preclude Optionee from making an offer to a third person, whether or not with the same terms, if the Parties are unable to mutually agree upon such lease terms for Owners' farming of the Real Property within ten (10) days after Optionee's offer to Owners. If Optionee permits, in its sole and absolute discretion, Owners to farm all or a portion of the Real Property after Closing as provided herein, Optionee agrees it will not retain a third-party management company to perform Optionee's responsibilities as landlord of the Real Property.

(xii) Compliance with Laws. Optionee agrees to materially comply with all applicable local, state and federal rules and regulations concerning the activities and operations of Optionee permitted under Sections 4, 5, and 6 of this Option, including, if applicable, requirements for posting of bonds or sureties in connection with such activities and any applicable zoning laws.

(xiii) Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating an independent contractor relationship, employer/employee relationship, partnership or joint venture between the Parties.

16. Memorandum of Option. Upon execution of this Option to Purchase, each Owner and Optionee shall contemporaneously execute the Memorandum of Option attached as Exhibit "A" and incorporated by this reference ("Memorandum of Option"). The Memorandum of Option shall be recorded at the Register of Deeds Office of Johnson County, Nebraska at the expense of Optionee. Within thirty (30) days after the earlier to occur of the expiration of the Option Period or the termination of this Option by Optionee, Optionee, at Optionee's expense, shall sign and record a release of the Memorandum of Option.

In Witness Whereof, this Option to Purchase is executed as of the Effective Date.

"OWNERS"

/s/ Victor L. Woltemath
Victor L. Woltemath

/s/ Juanita E. Woltemath
Juanita E. Woltemath

"OPTIONEE"

ELK CREEK RESOURCES CORP.,
a Nebraska corporation

BY: /s/ Scott Honan
Scott Honan, President

STATE OF NEBRASKA)
) ss:
COUNTY OF Pawnee)

Before me, a Notary public qualified for said County, personally came Victor L. Woltemath, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on

January 4, 2017 /s/ Loren Joe Stehlik

My Commission
Expires: October 1, 2019

Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF Pawnee)

Before me, a Notary public qualified for said County, personally came Juanita E. Woltemath, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on

January 4, 2017 /s/ Loren Joe Stehlik

My Commission
Expires: October 1, 2019

Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF Pawnee)

Before me, a Notary public qualified for said County, personally came Scott Honan, known to me to be the President of Elk Creek Resources Corp., a Nebraska corporation, the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of the corporation.

Witness my hand and notarial seal on

January 4, 2017 /s/ Loren Joe Stehlik

My Commission
Expires: October 1, 2019

Notary Public

Exhibit 10.9

CERTAIN INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. THE OMITTED PORTIONS OF THIS DOCUMENT ARE INDICATED BY [**].

Elk Creek Resources Corp.

(the "**Company**")
386 Broadway, PO Box 506
Tecumseh, Nebraska 68450

December 23, 2019 (**"Effective Date**")

Victor L. Woltemath and Juanita E. Woltemath (the **"Woltemaths")**
62044 720 Rd.
Elk Creek, Nebraska 68348

Re: Extension of Option Period for Option to Purchase

Dear Mr. and Mrs. Woltemath:

Reference is made to the Amended and Restated Option to Purchase dated January 4, 2017, including each exhibit, schedule and addendum thereto, executed between the Woltemaths (individually and collectively, **"you")** and the Company (as amended by this Extension Agreement, the **"Option").** Among its other terms, the Option provides that the Option must be exercised by the Company during the Option Period (as defined in the Option), which, unless extended by the parties, expires as of 11:59 p.m. (Central) on March 25, 2020. The Company and you wish to extend the Option and the Option Period and to otherwise amend the Option as set forth herein. Please execute this letter **("Extension Agreement")** in the space provided below, understanding that in doing so, you and the Company are agreeing to be bound by the following terms and provisions as of the Effective Date.

1. In partial consideration of your execution of this Extension Agreement, the Company agrees to pay you, and you agree to accept, the following payments (collectively **"Extension Payment(s)")**:

(a) An aggregate payment in the amount of [**] payable as follows: (i) [**] to be paid contemporaneously with the execution of this Extension Agreement by you and the Company, the receipt of which is hereby acknowledged, and (ii) [**] to be paid to you after December 31, 2019, but on or before January 17, 2020.

(b) Except as provided in paragraph 1(a)(ii) of this Extension Agreement, the Company may pay any Extension Payment identified in paragraph 1(a) at any time on or prior to its due date. None of the Extension Payments contemplated to be made by the Company to you shall be deducted from the Purchase Price (as defined in the Option).

2. The Option is hereby amended as necessary to effect the following:

(a) To extend the Option Period (as defined in the Option) through 11:59 p.m. (Central) on March 25, 2025 (the **"Extended Option Period")**. Any reference in the Option to the Option Period or to the expiration of any of: (i) the Option, (ii) the Option Period, (iii) the Option Term, (iv) the term of the Option, or (v) any similar reference shall mean and refer to Extended Option Period and the expiration of the Extended Option Period, as may be applicable;

(b) Delete Section 1(b) in its entirety;

(c) Delete Section 8(i) in its entirety and insert in lieu thereof, the following:

(i) Written Harlow Lease. Optionee and Owners acknowledge that, there exists a written cash farming lease between Owners and Adam Harlow ("Harlow"), dated December 16, 2019, permitting Harlow to farm crops on a certain portion of the Real Property consisting of approximately 183.9 acres (the "Written Harlow Lease") for a term expiring February 28, 2025, subject in all cases to the terms and conditions of this Option, including without limitation, the rights of Optionee and the obligations of Owners under and respect of Section 8 of hereof.

(d) Delete Section 8(iii) in its entirety and insert in lieu thereof, the following:

(iii) Written Farm Leases. For the duration of the Option Period, other than the Written Harlow Lease, Owners agree not to enter into any lease in respect of any portion of the Real Property other than a written farm lease on terms reasonably acceptable to Optionee that is for a term no longer than one year, but that will immediately terminate upon notice of exercise of the Option by Optionee.

(e) Delete Section 8(iv) in its entirety and insert in lieu thereof, the following:

If Optionee exercises its Option during the term of any written farm lease with respect to the Real Property, then Owner agrees that as a result of such termination, Optionee shall, as Optionee's sole obligation and liability to Owner, tenant of Owner or to any other person, be obligated to pay the following alternative amounts: (a) if, as of the date of the Notice of Exercise of Option, crops have not been planted for the next ensuing crop season (i.e. on or after March 1 falling in any calendar year), Optionee shall be obligated to directly pay to Owner or any tenant of Owner, as applicable, the actual amounts expended thereby prior to the date of the Notice of Exercise of Option by Owner or any tenant of Owner in preparation of the land for such ensuing crop season, but without duplication of any payment of any type or amounts among them, or (b) if, as of the date of the Notice of Exercise of Option, crops have been planted for the next ensuing crop season, Optionee shall be obligated to directly pay to Owner or any tenant of Owner, as applicable, an amount equal to the value of the growing or unharvested crops on the Real Property for such ensuing crop season, plus the actual amounts, if any, expended by Owner or any tenant of Owner prior to the date of the Notice of Exercise of Option in preparation of the land for the ensuing crop season immediately commencing thereafter, but, in all cases, without duplication of any payment of any type or amounts among them.

(f) Delete the parenthetical that references the Current Harlow Lease contained in Section 8(v) and the last sentence of Section 8(v);

(g) Delete the parenthetical that references the Current Harlow Lease contained in Section 8(vi);

(h) To acknowledge that the oral cash farming lease (i.e. the Current Harlow Lease (as originally defined in Section 8(i) of the Option)) among Owners and Harlow has been duly terminated by agreement among you and Harlow prior to the Effective Date. You hereby represent to the Company that said "Current Harlow Lease" is, as of the Effective Date, without any force or effect, the same having been replaced in its entirety (as contemplated by the original provisions of the Option) by the written farm lease attached to this Extension Agreement as Exhibit "A" (the "Written Harlow Lease"). You also represent that the area being farmed under the Written Harlow Lease is substantially the same as that area that was being farmed under the former Current Harlow Lease, and that the Written Harlow Lease is, for purposes of the Option, including Section 8 thereof and for all other purposes, and the Written Harlow Lease shall remain, a farm lease "permitted" by the Company under Section 8 of the Option to which all provisions of Sections 8(ii) through and including 8(vii) shall apply. In furtherance of the foregoing, except as expressly deleted in this Extension Agreement, all instances of the phrase "Current Harlow Lease" in the Option shall be replaced with the phrase "Written Harlow Lease".; and

(i) Delete Exhibit "C" in its entirety.

3. All dollar amounts expressed in the Option and in this Extension Agreement are to be paid in United States currency. All Extension Payments will be considered to have been timely made if personally received by you on or before the due date or if, on or before the due date, the Company sends the required payment to you at the address identified for you by application of paragraph 14 of the Option by prepaid certified or registered mail, return receipt requested, or by Federal Express or other overnight courier, as evidenced by a receipt for certified or registered mail, or Federal Express or other overnight courier date stamp.

4. Without limitation to any provisions in this Extension Agreement, each of you hereby reaffirms, covenants and represents that all representations and warranties made by either of you in the Option are to the best of your knowledge true, accurate and complete as of the Effective Date.

5. Contemporaneously with the execution of this Extension Agreement by you and the Company, you and the Company also agree to execute the First Amendment to Memorandum of Option Agreement substantially in the form of that attached to this Extension Agreement as Exhibit "B" and incorporated into this Extension Agreement by this reference. The First Amendment to Memorandum of Option Agreement shall be recorded by the Company at the Company's expense in the appropriate records of the officials of Johnson County, Nebraska. If the Option expires or is terminated, the Company shall record a release of the First Amendment to Memorandum of Option Agreement.

6. This Extension Agreement, together with the Option, will be binding upon, and will inure to the benefit of and be enforceable by, the parties hereto and each of their respective permitted assigns, grantees (and other transferees), successors, heirs, executors, personal representatives and administrators. No assignment of this Extension Agreement by either party will be permitted except to the extent that the Option is so assignable by such party and is duly assigned; provided, however, that upon any assignment of the Option to any permitted assignee, this Extension Agreement shall be assigned together with the Option to such assignee, in all cases in accordance with, and as permitted by, the terms set forth in the Option.

7. This Extension Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any executed signature page of any such counterpart, or any facsimile or electronic PDF copy thereof, may be attached or appended by either party to any other counterpart to complete a fully executed and original Extension Agreement.

8. All provisions of this Extension Agreement shall be in full force and effect, commencing on the Effective Date and during the Extended Option Period and thereafter to the extent necessary to give effect to terms and conditions set forth in this Extension Agreement. Except to the extent expressly modified or amended by application of any provision of this Extension Agreement, all covenants, terms, conditions and other provisions of the Option will continue and remain in full force and effect during the Extended Option Period. In the event of any conflict between any provision of this Extension Agreement and the Option, the provisions of this Extension Agreement shall control.

Best regards,

ELK CREEK RESOURCES CORP., the Company

By: /s/ Scott Honan
Name: Scott Honan
Title: President

AGREED AND ACCEPTED:

Victor L. Woltemath and Juanita E. Woltemath hereby execute this Extension Agreement and approve the terms and conditions set forth herein, to be effective as of the Effective Date.

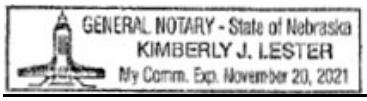
/s/ Victor L. Woltemath
Victor L. Woltemath

/s/ Juanita E. Woltemath
Juanita E. Woltemath

STATE OF Nebraska)
) ss:
COUNTY OF Johnson)

Before me, a Notary public qualified for said County, personally came Victor L. Woltemath, known to me to be the identical person(s) who signed the foregoing instrument, and acknowledged the execution thereof by him to be his voluntary act and deed.

Witness my hand and notarial seal on December 23, 2019

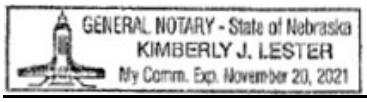


My Commission Expires: /s/ Kimberly J. Lester
Notary Public

STATE OF Nebraska)
) ss:
COUNTY OF Johnson)

Before me, a Notary public qualified for said County, personally came Juanita E. Woltemath, known to me to be the identical person(s) who signed the foregoing instrument, and acknowledged the execution thereof by her to be her voluntary act and deed.

Witness my hand and notarial seal on December 23, 2019

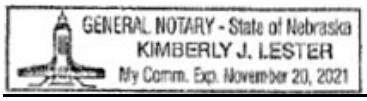


My Commission Expires: /s/ Kimberly J. Lester
Notary Public

STATE OF Nebraska)
) ss:
COUNTY OF Johnson)

Before me, a Notary public qualified for said County, personally came Scott Honan, known to me to be the President of Elk Creek Resources Corp., a Nebraska corporation, the identical person who signed the foregoing instrument, and acknowledged the execution thereof by him to be his voluntary act and deed on behalf of the corporation.

Witness my hand and notarial seal on December 23, 2019



My Commission Expires: /s/ Kimberly J. Lester
Notary Public

Exhibit 10.23

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$196300.00	04/17/2020	04/17/2022	350095519	1	377103	102254	jh

References in the boxes above are for bank use only and do not limit the applicability of this document to any particular loan or Item.
Any Item above containing "*" has been omitted due to text length limitations.**

Borrower: **Elk Creek Resources Corp.**
7000 S YOSEMITE STSTE 115
ENGLEWOOD, CO 80112

Lender: **American National Bank**
8990 West Dodge Road
Omaha, NE 68114

THIS BUSINESS LOAN AGREEMENT dated April 17, 2020, is made and executed between Elk Creek Resources Corp. ("Borrower") and American National Bank ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of **April 17, 2020,** and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal and interest, or until such time as the parties may agree in writing to terminate this Agreement.

LINE OF CREDIT. The Indebtedness contemplates multiple loan advances. Advances under the Indebtedness, as well as directions for payment from Borrower's accounts, may be requested either orally or in writing by Borrower. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person as described in the "Advance Authority" section below or (B) credited to any of Borrower's accounts with Lender.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) together with all such Related Documents as Lender may require for the Loan; all documents and supporting data necessary or reasonably requested to support forgiveness of the loan under the CARES Act; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of Borrower's state of incorporation. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 7000 S YOSEMITE STSTE 115, ENGLEWOOD, CO. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Borrower shall continuously maintain all books, records, documents and supporting data for each disbursement and as necessary for Borrower's application for loan forgiveness under the CARES Act, all of which information shall be true, accurate and complete. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower

has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Use of Proceeds. Borrower agrees that advances of loan proceeds shall be used solely for the purpose of paying, during the 8-week period after origination of this loan, costs incurred by Borrower during such period for items set forth in Sections 1106 (b) (1), (2), (3) and (4) of the CARES Act.

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Statements. Furnish Lender with the following:

Requirements. Any financial information as requested by Lender from time to time.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, including without limitation, the Americans With Disabilities Act. Borrower shall also comply with the CARES Act and all regulations, rules and guidance of the Small Business Administration and the U.S. Treasury Department regarding the same. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans.

LENDER'S EXPENDITURES. Subject to the CARES Act: If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate.,

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Payment Restriction. Borrower agrees that no portion of the loan proceeds will be used to pay amounts which are not permitted under the CARES Act and that no more than 25% of loan disbursements will be used to pay allowed and forgivable non-payroll costs (as the term "payroll" is defined in the CARES Act).

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement. Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower has with Lender; or (B) Borrower dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt;

RIGHT OF SETOFF. To the extent permitted by the CARES Act, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

QUALIFICATION AS A COVERED LOAN. Borrower and Lender agree that the loan provided under this Agreement is intended to qualify as a "covered loan" under Sections 1102 and 1106 of the CARES Act. Further, the parties intend that the loan will provide Borrower funds to immediately pay, during the eight weeks following loan origination, costs incurred during such period for items set forth in Section 1106(b) (1), (2), (3) and (4) of the CARES Act, such that all advances will constitute forgivable debt pursuant to the terms and provisions of the Act. Borrower agrees to apply the loan proceeds in a manner such that the amount forgiven will be maximized. To the extent any terms of this Agreement are deemed to conflict with the CARES Act in such a way that would cause the loan not to qualify as a "covered loan", or cause the amounts advanced to fail to qualify for forgiveness, such terms shall be deemed void. All terms and provisions of this Agreement shall be construed to comply with the CARES Act and permit qualification of the loan as a "covered loan."

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

EFFECT OF AN EVENT OF DEFAULT. Subject to the CARES Act: if any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Subject to the CARES Act: Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Nebraska.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Douglas County, State of Nebraska.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means Elk Creek Resources Corp. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Cares Act. The Coronavirus Aid, Relief and Economic Security Act enacted by the U.S. Government on March 27, 2020.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related

Documents.

Lender. The word "Lender" means American National Bank, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated **April 17, 2020** and executed by Elk Creek Resources Corp. in the principal amount of $ 196,300.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED April 17, 2020.

BORROWER:

Elk Creek Resources Corp.

By: /s/ Neal Shah
Neal Shah

LENDER:

AMERICAN NATIONAL BANK

By: /s/ Jason L. Hansen
Authorized Officer

Exhibit 10.24

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$196300.00	04/17/2020	04/17/2022	350095519	1	377103	102254	*jh*

References in the boxes above are for bank use only and do not limit the applicability of this document to any particular loan or Item. Any Item above containing "***" has been omitted due to text length limitations.

Borrower: **Elk Creek Resources Corp.**
7000 S YOSEMITE STSTE 115
ENGLEWOOD, CO 80112

Lender: **American National Bank**
8990 West Dodge Road
Omaha, NE 68114

Principal Amount: $196300 **Interest Rate: 1.000%** **Date of Note: 4/17/2020**

PROMISE TO PAY. Elk Creek Resources Corp. ("Borrower") promises to pay to American National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Ninety Six Thousand Three Hundred Dollars ($196300), together with interest on the unpaid principal balance from April 17, 2020, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 1.000% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule:

Borrower will pay this loan in 17 payments. Borrower's first payment is due 11/17/2020, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on 04/17/2022, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. All payments must be made in U.S. dollars and must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender's payment instructions but received after 5:00 PM Central Time, Lender will credit Borrower's payment on the next business day.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.
PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: American National Bank, 8990 West Dodge Road, Omaha, NE 68114.**

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 4.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

LENDER'S RIGHTS. Subject to the terms of the CARES Act: Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Subject to the terms of the CARES Act: Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

WHEN FEDERAL LAW APPLIES. When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Douglas County, State of Nebraska.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of $15.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note, as well as directions for payment from Borrower's accounts, shall be requested in writing by Borrower or by an authorized person. The following party or parties are authorized to request advances under the line of credit until Lender receives from Borrower at Lender's address shown above written notice of revocation of their authority: Neal Shah. Borrower agrees to be liable for all sums either (a) advanced in accordance with the instructions of an authorized person or (b) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (a) Borrower is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (b) Borrower or any guarantor ceases doing business or is insolvent; or (c) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender;

ADDITIONAL TERMS. This Note is subject to the following additional terms:

Paycheck Protection Program. The loan evidenced by this Note is being made by Lender pursuant to the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act, together with the implementing regulations and other rules or guidance from the United States Small Business Administration (SBA), the United States Treasury Department or other governmental authorities that may be issued from time to time (collectively, the Paycheck Protection Program). All terms and provisions of this Note shall be construed to comply with the Act and to assure qualification of this loan and Note as a "covered loan" under sections 1102 and 1106 of the Act, The Paycheck Protection Program is administered by the SBA and the loan evidenced by this Note has been assigned SBA Loan No. 72275770-08.
Use of Proceeds. All loan proceeds shall be used by Borrower exclusively for the purposes expressly permitted by the Paycheck Protection Program and for no other purpose. In addition to Lenders other rights under this Note, Lender will have no obligation to advance funds under this Note for any purpose not expressly permitted by the Paycheck Protection Program. The parties intend that all proceeds advanced under this Note shall qualify for forgiveness under the PPP. Lender also reserves the right to require Borrower to provide reasonable supporting documentation to substantiate the purpose for the funds, and to disburse funds through a disbursement account in Borrowers name under Lenders control to ensure that loan funds are used for the purposes expressly permitted by the Paycheck Protection Program and/or paid directly to the entitled payee.
Commitment Expiration Date. Borrower may make requests for advances under this Note from time to time prior to the date which is eight weeks after the date of the first disbursement under this Note (the Commitment Expiration Date). Lender will have no obligation to make advances under this Note after the Commitment Expiration Date.
Borrower Application Form. All references in this Note to related documents shall mean and include, without limitation, the Paycheck Protection Program Borrower Application Form (the Application) prepared by Borrower and submitted to Lender, together will all supporting documentation and information provided by Borrower to Lender in connection with the Application.
Loan Forgiveness. All or part of the loan evidenced by this Note may be subject to loan forgiveness under the Paycheck Protection Program if certain conditions are satisfied by Borrower as required under the Paycheck Protection Program. All forgiven amounts will be credited against the outstanding indebtedness evidenced by this Note (in such manner as determined by Lender or required by the Paycheck Protection Program); provided that no amount will be so credited until such time as Lender or the holder of this Note has actually received payment of the forgiven amount under the Paycheck Protection Program.
Further Assurances. Borrower agrees to execute and deliver to Lender any other documents or instruments and to take such further actions as may be required by the SBA or the Paycheck Protection Program or may otherwise be necessary to cause the loan evidenced by this Note to be in compliance with the Paycheck Protection Program, including without limitation modifications or amendments which materially change the terms of this Note. Such determination will be made by Lender in its sole but reasonable discretion.
Conflicting Terms, Further Assurances. To the extent any terms of this Note are deemed to conflict with the Paycheck Protection Program in such a way that would cause the loan not to qualify as a "covered loan" under the Paycheck Protection Program, or to cause any amounts advanced under this Note not to qualify as a forgivable debt under the Paycheck Protection Program, this Note shall be deemed modified in the manner and to the extent determined necessary by Lender in its sole reasonable discretion to eliminate such conflict without the need for any further action by or consent from Lender or Borrower being required. Notwithstanding the foregoing, Borrower agrees to execute and deliver to Lender any other documents or instruments and to take such further actions as may be required by the SBA Lender or the Paycheck Protection Program to cause the loan evidenced by this Note to be in compliance with the Paycheck Protection Program, including without limitation modifications or amendments which materially change the terms of this Note. Such determination will be made by Lender in its sole but reasonable discretion.

SBA REQUIREMENTS. The loan evidenced by this Note is being made by Lender pursuant to the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act, together with the implementing regulations and other rules or guidance from the United States Small Business Administration (SBA), the United States Treasury Department or other governmental authorities that may be issued from time to time (collectively, the Paycheck Protection Program). The Paycheck Protection Program is administered by the SBA. When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

COLLATERAL. Borrower acknowledges this Note is unsecured.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. In addition, Lender shall have all the rights and remedies provided in the related documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and to exercise its rights and remedies. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

Elk Creek Resources Corp.

By: /s/ Neal Shah
Neal Shah

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

NioCorp Developments Ltd.
Centennial, Colorado

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (Nos. 333-228982 and 333-224222) and Form S-8 (Nos. 333-222313 and 333-215253) of NioCorp Developments Ltd. of our report dated September 16, 2020, relating to the consolidated financial statements which appear in the Annual Report to Shareholders, which is incorporated by reference in this Annual Report on Form 10-K. Our report contains an explanatory paragraph regarding the Company's ability to continue as a going concern.

/s/ BDO USA, LLP
Spokane, Washington

September 16, 2020

Exhibit 23.2

CONSENT OF QUALIFIED PERSON

The undersigned, Glen Kuntz, hereby states as follows:

I, Glen Kuntz, assisted with the preparation of the "Mineral Resource Estimate" with an effective date of February 19, 2019 (the "Mineral Resource Summary"), portions of which are extracted or summarized (the "Summary Material") in this in this Annual Report on Form 10-K.

I hereby consent to the reference to the Mineral Resource Summary, the Summary Material and the reference to my name and the name of Nordmin Engineering Ltd. in the Form 10-K concerning the Technical Report.

Date: September 16, 2020

By: /s/ Glen Kuntz

Name: Glen Kuntz, P. Geo
Title: Consulting Specialist – Geology/Mining, Nordmin Engineering Ltd.

Exhibit 23.3

CONSENT OF QUALIFIED PERSON

The undersigned, Jean-Francois St-Onge, hereby states as follows:

I, Jean-Francois St-Onge, assisted with the preparation of the "Mineral Reserve Estimate" with an effective date of February 19, 2019 (the "Mineral Reserve Summary"), portions of which are extracted or summarized (the "Summary Material") in this Annual Report on Form 10-K.

I hereby consent to the reference to the Mineral Reserve Summary, the Summary Material and the reference to my name and the name of the Optimize Group Inc. in the Form 10-K concerning the Technical Report.

Date: September 16, 2020

By: /s/ Jean-Francois St-Onge

Name: Jean-Francois St-Onge, P.Eng
Title: Associate Consulting Specialist – Mining and Vice President, Optimize Group Inc.

EXHIBIT 31.1

CERTIFICATION

I, Mark A. Smith, certify that:

1. I have reviewed this Annual Report on Form 10-K of NioCorp Developments Ltd.;

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 registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are 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 registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us 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 our 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 registrant's disclosure controls and procedures and presented in this report our 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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 registrant'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 registrant's internal control over financial reporting.

Date: September 16, 2020

By: /s/ Mark A. Smith
Mark A. Smith
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION

I, Neal Shah, certify that:

1. I have reviewed this Annual Report on Form 10-K of NioCorp Developments Ltd.;

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 registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are 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 registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us 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 our 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 registrant's disclosure controls and procedures and presented in this report our 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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 registrant'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 registrant's internal control over financial reporting.

Date: September 16, 2020

By: /s/ Neal Shah
Neal Shah
Chief Financial Officer
(Principal Financial and Accounting Officer)

EXHIBIT 32.1

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 Annual Report on Form 10-K of NioCorp Developments Ltd. (the "Company"), for the year ended June 30, 2020, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mark Smith, Chief Executive Officer of the Company, hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

Date: September 16, 2020

By: /s/ Mark A. Smith
Mark A. Smith
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 32.2

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 Annual Report on Form 10-K of NioCorp Developments Ltd. (the "Company"), for the year ended June 30, 2020, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Neal Shah, Chief Financial Officer of the Company, hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

Date: September 16, 2020

By: /s/ Neal Shah
Neal Shah
Chief Financial Officer
(Principal Financial and Accounting Officer)