

UR-ENERGY INC  
Form 4  
December 11, 2015

**FORM 4**

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

OMB APPROVAL

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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

**STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES**

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person \*  
**HUBER GARY C**

(Last) (First) (Middle)

**10758 WEST CENTENNIAL ROAD, SUITE 200**

(Street)

**LITTLETON, CO 80127**

(City) (State) (Zip)

2. Issuer Name and Ticker or Trading Symbol  
**UR-ENERGY INC [URG]**

3. Date of Earliest Transaction (Month/Day/Year)  
**12/11/2015**

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

Director  10% Owner  
 Officer (give title below)  Other (specify below)

6. Individual or Joint/Group Filing(Check Applicable Line)  
 Form filed by One Reporting Person  
 Form filed by More than One Reporting Person

**Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned**

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Ownership (Instr. 4)
				(A) or (D) Code V Amount (D) Price			
Common Units	04/23/2009		G	V 5,500 D 1	142,497	D	

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

**Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.**

SEC 1474 (9-02)

**Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)**

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1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	8. Price of Derivative Security (Instr. 5)	9. Number of Derivative Securities Owned Following Transaction (Instr. 5)
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## Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
DUCKETT W DAVID SUITE 1400, 607 EIGHTH AVENUE SW CALGARY, A0 T2P 0A7			President of subsidiary-PMC	

## Signatures

W. Dave Duckett  
04/29/2009  
\*\*Signature of Reporting Person Date

## Explanation of Responses:

- \* If the form is filed by more than one reporting person, see Instruction 4(b)(v).
  - \*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- (1) N/A

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. ght-width: 0; border-left-width: 0; border-bottom-width: 1"> 12/11/2015\*\*Signature of Reporting Person Date

## Explanation of Responses:

- \* If the form is filed by more than one reporting person, see Instruction 4(b)(v).
  - \*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- (1) The options were priced at \$0.80 Canadian dollars. This is the U.S. dollar equivalent of the purchase price pursuant to the exchange rate as of the transaction date (Cdn\$ 1.00 = US\$0.7353) as reported by Bank of Canada on its website, www.bankofcanada.ca.
- (2) Options vest from this grant and become exercisable as follows: 5,647 on December 11, 2015; 12,423 on April 26, 2016; 12,424 on September 10, 2016; 12,423 on January 25, 2017 and 13,553 on June 10, 2017.
- (3) Each unit is redeemable upon vesting for one common share.
- (4) Units vest and become redeemable on December 11, 2017.

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Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. r. Day will not be entitled to participate in the Company's annual bonus plan for 2017. The Transition Agreement further provides that Mr. Day will continue to vest in his equity awards through the Transition End Date. Following the Transition End Date, Mr. Day's equity will be treated in accordance with their terms, except that the Company has agreed to amend the terms of his options granted on February 24, 2014, February 23, 2015, and May 29, 2015 to provide that Mr. Day shall be entitled to exercise such options for a period of one year from the Transition End Date. Mr. Day will be bound by a confidentiality covenant, a 12-month non-compete obligation and a 12-month non-solicitation obligation following termination of his employment.

In connection with Mr. Caine's appointment as Interim CEO, on February 6, 2017, the Company entered into an offer letter with Mr. Caine (the Caine Offer Letter). Under the terms of the Caine Offer Letter, Mr. Caine will be paid a one-time bonus of \$86,000 and will be paid a salary of \$66,667 per month. Mr. Caine will also be entitled to participate in the Company's benefit plans. During his service as Interim CEO, Mr. Caine will not be entitled to receive any cash payments pursuant to the Company's Non-Employee Director Compensation Plan, but he will continue to vest in any equity awards that were issued to him in connection with his service as a director.

On February 7, 2017, the Company entered into amendments to the offer letters (each, an Offer Letter Amendment) with each of Adam Lichstein, the Company's President, Seller Platforms, Lauren Wiener, the Company's President, Buyer Platforms, and John Rego, the Company's Chief Financial Officer (each, an Executive).

Each Offer Letter Amendment provides that if, during the period beginning on the date that is two months before a change in control (as defined in the Offer Letter Amendment) and ending on the date that is twelve months following a change in control (the change in control period), the Company terminates the Executive's employment for any reason other than for cause (as defined in the Offer Letter Amendment), death or disability (as defined in the Offer Letter Amendment), or the Executive resigns for good reason (as defined in the Offer Letter Amendment) (each, a Qualified Separation), the Executive is entitled to receive the following severance benefits: (1) 12 months of continued salary; (2) a pro-rated portion of that year's target bonus and any earned but unpaid bonuses from prior periods; and (3) paid COBRA coverage for up to 12 months. Additionally, if a Qualified Separation occurs within the change in control period, the Executive is entitled to acceleration of 100% of the unvested shares subject to any equity award granted by the Company.

Each Offer Letter Amendment further provides that if the Executive has a Qualified Separation outside of the change in control period, the Executive is entitled to receive the following severance benefits: (1) six months of continued salary; (2) a pro-rated portion of that year's target bonus and any earned but unpaid bonuses from prior periods; and (3) paid COBRA coverage for up to six months.

In order to receive any of the severance benefits described above, the Executive must deliver a general release of claims to the Company and continue to comply with their confidentiality and invention assignment agreement.

The Offer Letter Amendment for Ms. Wiener provides that she will receive a bonus payment in the amount of \$100,000 in the event that she remains employed with the Company through June 30, 2017 and that she will be eligible to receive an additional one-time bonus, in an amount up to \$150,000, based on achievement of certain objectives. In addition, she will continue to be eligible to participate in the Company's 2017 annual bonus program.

The foregoing descriptions of the Transition Agreement, Caine Offer Letter and Offer Letter Amendments is summary in nature, and is subject to, and qualified in its entirety by, the full text of each such document, copies of which will be filed with the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2017.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

The Company hereby furnishes the following exhibit:

99.1 Press release dated February 9, 2017.

**SIGNATURES**

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

**TREMOR VIDEO, INC.**

Dated: February 9, 2017

By:

*/s/ JOHN REGO*  
Chief Financial Officer