

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

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AMENDMENT NO. 7

to

**SCHEDULE 13D  
(Rule 13d-101)**

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO  
13d-2(a)

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**Contango ORE, Inc.**

(Name of Issuer)

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**Common Stock, par value \$0.01**

(Title of Class of Securities)

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**210777F100**

(CUSIP Number)

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**John B. Juneau  
c/o Contango ORE, Inc.  
3700 Buffalo Speedway, Suite 925  
Houston, Texas 77098  
(713) 877-1311**

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

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**September 30, 2020**

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

*Note:* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934 (the “Act”) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, *see* the *Notes*).

CUSIP No. 210777F100

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION OF ABOVE PERSON John B. Juneau	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP  (a) [ ] (b) [ ]	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS PF	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  <b>588,026</b> shares of Common Stock*
	<b>8</b>	SHARED VOTING POWER  <b>0</b> shares of Common Stock
	<b>9</b>	SOLE DISPOSITIVE POWER  <b>588,026</b> shares of Common Stock*
	<b>10</b>	SHARED DISPOSITIVE POWER  <b>0</b> shares of Common Stock
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  <b>588,026</b> shares of Common Stock*	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  <b>9.81%**</b>	
<b>14</b>	TYPE OF REPORTING PERSON IN	

\* The shares of common stock, par value \$0.01 per share (the "Common Stock"), of Contango ORE, Inc., a Delaware corporation (the "Company"), consist of (i) 245,892 shares of Common Stock held directly by John B. Juneau ("Mr. Juneau"), (ii) 96,534 shares of Common Stock held by Juneau Exploration, L.P., a Texas limited partnership ("JEX"), (iii) 147,234 shares of Common Stock held by J5D Enterprises, LP, a Texas limited partnership

("J5D"), and (iv) 98,366 shares of Common Stock held by AuCuAg Holdings, LLC, a Texas limited liability company ("AuCuAg"). As the sole manager of the general partner of JEX, the sole manager of the general partner of J5D, and the sole manager of AuCuAg, Mr. Juneau has voting and dispositive power with respect to, and may be deemed to beneficially own, Common Stock held by such entities. Mr. Juneau disclaims beneficial ownership of the reported securities except to the extent of his pecuniary interest therein.

\*\* Percentage of class calculated based on 5,994,667 total outstanding shares of Common Stock as of October 28, 2020, as reported in the Company's Amendment No. 1 to the Annual Report on Form 10-K/A for the year ended June 30, 2020, filed with the Securities and Exchange Commission ("SEC") on October 28, 2020.

This Amendment No. 7 to Schedule 13D supplements and amends the Statement on Schedule 13D filed on December 13, 2013 and amended on November 21, 2014 by Amendment No. 1 to Schedule 13D, on October 1, 2015 by Amendment No. 2 to Schedule 13D, on October 5, 2016 by Amendment No. 3 to Schedule 13D, on December 19, 2016 by Amendment No. 4 to Schedule 13D, on November 6, 2017 by Amendment No. 5 to Schedule 13D and on December 21, 2018 by Amendment No. 6 to Schedule 13D (collectively, the “Schedule 13D”). Capitalized terms used without definitions in this Amendment No. 7 shall have the respective meanings ascribed to them in the Schedule 13D.

This Amendment No. 7 is being filed to reflect an increase in the percentage of shares of Common Stock beneficially owned by the Reporting Persons, as a result of the cancellation by the Company of 809,744 shares of Common Stock on September 30, 2020, and the receipt by Mr. Juneau of 60,000 shares of Common Stock pursuant to the Contango ORE, Inc. Amended and Restated 2010 Equity Compensation Plan. Responses to each item of this Amendment No. 7 to Schedule 13D are incorporated by reference into the response to each other item, as applicable.

**Item 3. Source and Amount of Funds or Other Consideration**

*Item 3 is supplemented and amended as follows:*

On November 13, 2019, Mr. Juneau acquired 60,000 restricted shares of the Common Stock through a grant by the Company pursuant to a Restricted Stock Award Agreement dated as of November 13, 2019. The restricted shares vest on January 1, 2022. All restricted shares vest upon a change of control as defined in the Contango ORE, Inc. Amended and Restated 2010 Equity Compensation Plan.

**Item 4. Purpose of Transaction**

*Item 4 is amended and restated in its entirety as follows:*

All of the shares of Common Stock reported herein were acquired for investment purposes. Subject to applicable securities laws and regulations, the Reporting Person may dispose or acquire securities of the Company, including Common Stock, depending upon the position of the market, the Company, and other factors.

Except as set forth herein, as of the date hereof, there are no plans or proposals that the Reporting Person has that relate to or would result in (a) the acquisition of securities of the Company or the disposition of securities of the Company; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries; (d) any change in the present board of directors or management of the Company; (e) any material change in the present capitalization or dividend policy of the Company; (f) any other material change in the Company’s business or corporate structure; (g) changes in the Company’s certificate of incorporation, by-laws, or other instruments corresponding thereto or other actions that may impede the acquisition of control of the Company by any person; (h) causing any change in the trading market of any class of securities of the Company; (i) a class of equity securities of the Company becoming eligible for termination of registration under the Securities Exchange Act of 1934; or (j) any action similar to any of the matters enumerated above.

Mr. Juneau is the Executive Chairman and a director of the Company. Mr. Juneau reserves the right to take any action enumerated above in the best interests of the Company in his role as an officer and as a member of the board of directors of the Company.

**Item 5. Interest in Securities of the Issuer**

*Paragraphs (a) and (b) of Item 5 are amended and restated in their entirety as follows:*

(a) The Reporting Person beneficially owns an aggregate of 588,026 shares of Common Stock of the Company, which includes (i) 245,892 shares of Common Stock held directly by Mr. Juneau, (ii) 96,534 shares of Common Stock held by JEX, (iii) 147,234 shares of Common Stock held by J5D, and (iv) 98,366 shares of Common Stock held by

AuCuAg. Mr. Juneau is the sole manager of the general partner of JEX, is the sole manager of the general partner of J5D, and is the sole manager of AuCuAg. Mr. Juneau shares the economic benefit of the shares of Common Stock of the Company held by JEX and J5D with the other respective limited partners of each of JEX and J5D. Mr. Juneau, as the sole manager of AuCuAg, beneficially owns the reported securities indirectly, but disclaims beneficial ownership of the reported securities except to the extent of his pecuniary interest therein. As a result, Mr. Juneau may be deemed to be the beneficial owner of approximately 9.81% of the outstanding shares of Common Stock of the Company.

The percentage of this Item 5 is based on 5,994,667 total outstanding shares of Common Stock as of October 28, 2020, as reported in the Company's Amendment No. 1 to the Annual Report on Form 10-K/A for the year ended June 30, 2020, filed with the SEC on October 28, 2020.

(b) Although the Reporting Person is not the sole owner of JEX or J5D or an owner of AuCuAg, the Reporting Person has sole power to vote and direct the vote and dispose and direct the disposition of 588,026 shares reported herein because Mr. Juneau (i) holds the shares of Common Stock directly, (ii) is the sole manager of the general partner of JEX, (iii) is the sole manager of the general partner of J5D, and (iv) is the sole manager of AuCuAg.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

On November 13, 2019, pursuant to a Restricted Stock Award Agreement, dated as of November 13, 2019, the Company granted Mr. Juneau, in his capacity as Chairman, President and Chief Executive Officer of the Company, 60,000 shares of restricted Common Stock, which vest on January 1, 2022.

The summary of the foregoing agreement as described in this Item 6 does not purport to be complete and is qualified in its entirety by reference to such agreement, which is attached hereto as Exhibit 1 and is incorporated herein by this reference.

**Item 7. Material to Be Filed as Exhibits**

Exhibit 99.1: Restricted Stock Award Agreement, dated as of November 13, 2019, between the Company and Mr. Juneau.

## SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: November 9, 2020

JOHN B. JUNEAU

/s/ John B. Juneau

CONTANGO ORE, INC.

RESTRICTED STOCK AWARD AGREEMENT

WHEREAS, this Restricted Stock Award Agreement (this “Agreement”) is made as of November 13, 2019 by and between Contango ORE, Inc., a Delaware corporation (the “Company”), and Brad Juneau (the “Participant”). Unless otherwise defined herein, capitalized terms used in this Agreement shall have the same meaning ascribed to them in the 2010 Equity Compensation Plan (the “Plan”).

WHEREAS, the Participant serves as an executive officer of the Company and the Participant’s continued service in such capacity is considered by the Company to be important for the Company’s continued growth and financial success; and

WHEREAS, the Board has determined it appropriate to award the Participant shares of the Company’s common stock under the Plan, in furtherance of the purposes of the Plan by providing the Participant with a meaningful incentive to remain as an executive officer and by securing other benefits for the Company; and

WHEREAS, the Company desires to confirm such stock award and to set forth the terms and conditions of such award, and the Participant desires to accept such award and agree to the terms and conditions thereof, as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Stock Award. The Company hereby awards and issues to the Participant Sixty Thousand (60,000) of the Company’s common stock (the “Issued Shares”) under and pursuant to the Plan, effective as of November 13, 2019 (the “Grant Date”) with a close of day price of \$14.25. The following vesting provisions shall be in effect for the Issued Shares:

(i) The Issued Shares are unvested and subject to forfeiture pursuant to the terms of this Agreement (the “Restricted Stock”) and are hereby awarded to the Participant in consideration of the continued service the Participant is to render the Company over the vesting period set forth in Section 3 of this Agreement. The Restricted Stock is subject to all of the applicable terms and conditions set forth in this Agreement and the Plan, including the transfer restrictions set forth in Section 4 and the escrow requirements of Section 5.

2. Participant’s Rights. Subject to the terms hereof, the Participant shall have all stockholder rights with respect to all of the Issued Shares subject to this Agreement, whether or not those shares are at the time held in escrow hereunder, including (without limitation) the right to vote those shares and to receive any cash dividends declared thereon.

3. Vesting Schedule. The Participant shall vest in the Restricted Stock on the first to occur of (i) January 1, 2022 (ii) the occurrence of Change of Control, as defined in the Plan, or (iii) the date the Participant ceases to be an executive officer of the Company on account of death

or Permanent Disability. The term “Permanent Disability” shall mean the failure of the Board to elect the Participant as an executive officer or as an employee by reason of permanent and total disability within the meaning of Section 22(e)(3) of the Internal Revenue Code.

Restriction on Transfer of Restricted Stock. Except for the escrow described in Section 5 or the transfer of the shares of Restricted Stock to the Company or its assignees in accordance with the terms of this Agreement, none of the shares of Restricted Stock subject to this Agreement or any beneficial interest therein shall be transferred, encumbered or otherwise disposed of in any way until such shares vest and are thereby released from all forfeiture provisions in accordance with the provisions of this Agreement.

4. Restricted Stock Escrow. As security for the faithful performance of the terms of this Agreement with respect to the Restricted Stock and to insure the availability of such Restricted Stock for delivery to the Company upon forfeiture pursuant to the vesting provisions set forth in Section 3, the Participant agrees to deliver to and deposit with the secretary of the Company, or such other person designated by the Company (the “Escrow Agent”), as Escrow Agent in this transaction, a stock assignment duly endorsed (with date and number of shares blank) in the form attached hereto as Exhibit A, together with the certificate or certificates evidencing the shares of Restricted Stock; said documents are to be held by the Escrow Agent and delivered by said Escrow Agent pursuant to the Joint Escrow Instructions of the Company and the Participant set forth in Exhibit B attached hereto, which instructions shall also be delivered to the Escrow Agent. Subject to the provisions of this Agreement and the Joint Escrow Instructions, the Participant shall have all rights and privileges of a shareholder of the Company with respect to the Restricted Stock deposited in said escrow.

5. Investor Representations. Participant represents that he/she is acquiring the Issued Shares for his/her own account for investment and has no present intent to resell or distribute all or any portion of the Issued Shares. Participant agrees that the Issued Shares will be sold or otherwise disposed of only in accordance with applicable federal and state statutes, rules and regulations.

6. Legends.

A. The share certificate evidencing the Restricted Stock issued hereunder shall be endorsed with the following legend (in addition to any legend required under applicable state securities laws):

**THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS UPON TRANSFER AND FORFEITURE PROVISIONS AS SET FORTH IN THAT CERTAIN RESTRICTED STOCK AWARD AGREEMENT BETWEEN THE COMPANY AND THE PARTICIPANT, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY, AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO SALE, ASSIGNMENT, TRANSFER OR OTHER DISPOSITION OF THESE SHARES SHALL BE VALID OR EFFECTIVE**

**UNLESS MADE IN COMPLIANCE WITH ALL OF THE TERMS AND CONDITIONS OF SUCH AGREEMENT.**

7. Adjustment. All references to the number of Issued Shares in this Agreement shall be appropriately adjusted to reflect any stock split, stock dividend, recapitalization or other similar change in the outstanding shares of the Company's outstanding common stock effected with the Company's receipt of the consideration that may occur after the date of this Agreement as set forth in the Plan. Any new, substituted or additional securities or other property (including cash paid on the shares of Restricted Stock other than as a regular cash dividend) which is distributed with respect to the Issued Shares pursuant to the Plan shall be immediately subject to the applicable transfer restrictions under Section 4 or Section 6 and the applicable escrow requirements under Section 5 or Section 6, but only to the extent the Issued Shares are at the time covered by such restrictions or escrow requirements.

8. Tax Consequences. The Participant understands that under Section 83 of the Code, the fair market value of the shares of Restricted Stock on the date the forfeiture restrictions applicable to those shares lapse will be reportable as ordinary income at that time. The Participant understands that the Participant may elect to be taxed at the time the shares of Restricted Stock are issued and thereby recognize ordinary income equal to the fair market value of those shares at the time of issuance, rather than when those shares of Restricted Stock subsequently vest and cease to be subject to forfeiture restrictions. Should the Participant decide to make such election, the Participant must file the requisite election form under Section 83(b) of the Code with the Internal Revenue Service within thirty (30) days after the issuance date of the Restricted Stock. The form for making this election is attached hereto as Exhibit D. Participant understands that failure to make this filing within the thirty (30) day period will result in the recognition of ordinary income by the Participant as the forfeiture restrictions lapse.

In the event that the Participant files, under Section 83(b) of the Code, an election to be taxed upon the issuance of the Restricted Stock and recognize ordinary income on the issuance date of the Restricted Stock, the Participant shall at the time of such filing notify the Company of the making of such election and furnish a copy of the notice to the Company.

THE PARTICIPANT ACKNOWLEDGES THAT IT IS PARTICIPANT'S SOLE RESPONSIBILITY, AND NOT THE COMPANY'S, TO FILE A TIMELY ELECTION UNDER SECTION 83(b), EVEN IF PARTICIPANT REQUESTS THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON PARTICIPANT'S BEHALF. PARTICIPANT IS RELYING SOLELY ON PARTICIPANT'S ADVISORS WITH RESPECT TO THE DECISION AS TO WHETHER OR NOT TO FILE AN 83(b) ELECTION.

The Participant shall make arrangements satisfactory to the Company, or, in the absence of such arrangements, the Company or any Parent or Subsidiary may deduct from any payment to be made to Participant any amount necessary, to satisfy requirements of federal, state, local, or foreign tax law to withhold taxes or other amounts with respect to the issuance of the Restricted Stock or the expiration of the forfeiture provisions applicable to the Restricted Stock.

The Vested at Issuance Shares shall result in the Participant's immediate recognition of ordinary income, at the time of such issuance, in an amount equal to the fair market value of the those shares

on the issuance date. The Participant shall make arrangements satisfactory to the Company to satisfy all applicable requirements of federal, state, local, or foreign tax law to withhold taxes or other amounts with respect to the Vested at Issuance Shares.

9. No Impairment of Rights. Nothing contained in this Agreement shall be deemed to interfere with or otherwise restrict the rights of the Company or the Company's stockholders to remove the Participant from the Board at any time in accordance with the provisions of applicable law.

10. Indemnification. The Participant agrees to hold harmless and indemnify the Company for any and all liabilities resulting to it through violation by the Participant of the warranties and representations made by the Participant in, and other provisions of, this Agreement.

11. Termination. This Agreement, and the respective rights and obligations of the Participants hereto, shall terminate upon the earliest to occur of the following: (i) the expiration of ten (10) years from the date of this Agreement; or (ii) the agreement among the parties hereto to terminate the Agreement.

12. General Provisions.

(a) This Agreement shall be governed by the internal substantive laws, but not the choice of law rules, of Delaware.

(b) Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to the Participant at his address shown on the Company's records and to the Company at the address of its principal corporate offices (attention: President) or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.

Any notice to the Escrow Agent shall be sent to the Company's address with a copy to the other party hereto.

(c) The rights of the Company under this Agreement shall be transferable to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company's successors and assigns. The rights and obligations of the Participant under this Agreement may not be assigned; however, such rights and obligations shall inure to the benefit of, and be binding upon, the heirs, executors, administrators of the Participant's estate.

(d) Either party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, nor prevent that party from thereafter enforcing any other provision of this Agreement. The rights granted both parties hereunder are cumulative and shall not constitute a waiver of either party's right to assert any other legal remedy available to it.

(e) The Participant agrees upon request to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

(f) The Issued Shares have been awarded to the Participant under the Plan, a copy of which, together with official prospectus for such Plan, has been previously provided to the Participant. All of the terms, conditions, and other provisions of the Plan are hereby incorporated by reference into this Agreement. If there is any conflict between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan shall govern. The Participant hereby acknowledges such prior receipt of a copy of the Plan and the prospectus for the Plan and agrees to be bound by all the terms and provisions of this Agreement and the Plan (as presently in effect or hereafter amended), rules and regulations adopted from time to time thereunder, and by all decisions and determinations of the Board and the Committee made from time to time thereunder.

Captions in this Agreement are for convenience of reference only and shall not be considered in the construction hereof. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Any requirement of time made hereinabove shall be of the essence of this Agreement.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first written above.

**PARTICIPANT**

<u>/s/ Brad Juneau</u> Signature	<u>60,000</u> Number of Shares
<u>Brad Juneau</u> Print Name	

**CONTANGO ORE, INC.**

By:           /s/ Leah Gaines  
Name: Leah Gaines  
Title: Vice President and Chief Financial Officer