Mahenge Module 1 Funding Advances: Revised US$40m POSCO Subscription and Non-Binding Term Sheet for US$70m Cornerstone Investment

Revised POSCO Subscription agreed and Project-level investment backed by PIC and Lionhead proposed – subject to conditions and approvals

Black Rock Mining Limited (ASX: BKT) (**Black Rock** or the **Company**) is pleased to announce it has taken two further steps towards funding Module 1 of its Mahenge Graphite Project (the **Project**) in Tanzania:

- **POSCO:** Black Rock has entered into an amended and restated binding share subscription agreement with its strategic partner POSCO International Corporation (**POSCO**) for an equity investment of US$40m in Black Rock (**POSCO Subscription**); and
- **ACM:** Black Rock has signed a non-binding term sheet (**Term Sheet**) with African Critical Minerals (**ACM**) for a proposed US$70m cornerstone equity investment in Imara Resources Limited (**Imara**), a new Tanzanian holding company for the Project (**ACM Investment**).

Both the POSCO Subscription and ACM Investment are conditional on Black Rock securing commitments for the balance of the equity funding required for the construction and commissioning of Module 1. The ACM Investment is not binding. It is subject to, among other things, confirmatory due diligence satisfactory to ACM in its sole discretion, ACM investment committee and cornerstone funder approvals, binding transaction documents, and conditions precedent including regulatory, lender and shareholder approvals. The POSCO Subscription is binding but conditional, including on Black Rock shareholder approval and on the ACM Investment completing at the same time. There is no certainty that either transaction will complete, or that it will complete on the terms described in this announcement.

Highlights

- **POSCO reaffirms US$40m equity commitment:** the 2024 subscription agreement[1] and umbrella deed with POSCO have been amended and restated to reflect the proposed ACM Investment and the revised Module 1 funding structure with POSCO now committing to fund US$40 million, subject to the aggregate voting power of POSCO and its related bodies corporate (**POSCO Group**) in Black Rock not exceeding 49.99% (with its interest previously capped at 19.99%). POSCO's voting power in Black Rock may increase from approximately 5.87% to approximately 37.6%, (estimated, based on the assumed issue price and size of the remaining equity raise), and in any event not more than 49.99%, which requires shareholder approval under item 7 of section 611 of the Corporations Act, supported by an independent expert's report and Black Rock demonstrating it has secured the balance of equity funding required for the construction and commissioning of Module 1.

[1] ASX announcement 3 September 2024 – POSCO Signs Binding Agreement for US$40m Investment in Black Rock.

Black Rock Mining Ltd
ASX:BKT
ACN: 094 551 336
blackrockmining.com.au

Australian Office
Level 1, 1 Walker Ave
West Perth WA 6005
T: +61 8 6383 6200
E: info@blackrockmining.com.au

Tanzanian Office
Faru Graphite Corporation Limited
Oyster Pearl Galleria, 1st Floor,
Plot No. 370, Chole Road, Oysterbay,
Dar es Salaam, Tanzania

- **Non-binding Term Sheet for a proposed US$70m project-level investment:** ACM, backed by Lionhead Capital Advisors Limited (**Lionhead**) and South Africa's Public Investment Corporation SOC Limited (**PIC**), proposes to subscribe US$70m for 36.7% of newly incorporated Tanzanian, Special Purpose Vehicle (**SPV**) Imara. The investment is subject to confirmatory due diligence satisfactory to ACM (to be duly approved by PIC and Lionhead) in its sole discretion and conditions precedent.
- **Black Rock to retain majority ownership and operate the Project:** on completion, Black Rock would hold 63.3% of Imara (including 10% of Imara to be held by a Black Rock-controlled Performance Reward Trust) and Imara would hold 84% of Faru Graphite Corporation Limited (**Faru**), the Project company. The Government of Tanzania (**GoT**) retains its 16% free-carried interest in Faru. Black Rock would manage and operate the Project under a management agreement, with ACM holding board representation and consent rights over reserved matters.
- **Effect on Black Rock's interest:** Black Rock's effective interest in the Project would reduce from 84% to 53.2% (including the Performance Reward Trust interest of 10% of Imara).
- **Module 1 funding plan:** in total the US$138m construction term loan[2], the US$10m POSCO prepayment facility and the POSCO Subscription, and the ACM Investment would provide US$258m of the approximately US$298m Module 1 funding requirement[3]. Black Rock is required to secure commitments for the remaining circa US$40m of equity for Module 1 before ACM (after it has entered into a binding funding commitment) and POSCO are obliged to fund.
- **Timetable:** ACM has commenced and is well advanced in its confirmatory due diligence. Black Rock is targeting satisfaction of conditions precedent and financial close by 31 December 2026. This date is later than the current Financial Close deadline under the Facilities Agreement (30 November 2026)[4]. The Lenders under the Facilities Agreement have been made aware of the proposed transactions and associated timetable.
- **Shareholder approvals:** the POSCO Subscription and related POSCO arrangements require Black Rock shareholder approval as well as Black Rock raising the remaining circa US$40m of equity. A general meeting will be called and a notice of meeting, with an independent expert's report, is expected to be sent to shareholders, once commitments for the remaining Module 1 equity have been secured.

Black Rock Managing Director and CEO, John de Vries, commented:

"Today's announcement is a significant step and sets out a clear potential pathway to funding of Module 1 for the Mahenge Graphite Project. POSCO has strengthened its US$40 million commitment to Black Rock and we have agreed non-binding terms with ACM, backed by South Africa's PIC and Lionhead, for a proposed US$70 million cornerstone investment at the project level.

"ACM's proposed investment builds on the support of our African lenders, CRDB, DBSA and IDC, and reflects our 'Africa funding Africa' approach: aligning the Project's capital base with institutions that have a long-term stake in the development of the region's critical minerals sector. PIC's proposed participation through ACM would enable it to deliver on its rest of Africa mandate and benefit from Lionhead's understanding of operating in Africa, and further broaden the pool of skills available to Black Rock for development of the Project.

[2] ASX announcement 28 May 2025 – Facilities Agreement with DBSA, IDC and CRDB increased by US$25m to US$204m.
[3] Black Rock 2026 Annual Report, released to ASX on 30 September 2026. POSCO Holdings Inc holding of 126,020,001 Shares as at 8 September 2026.
[4] ASX announcement 1 July 2026 – Extension of US$204m Debt Facility to November 2026.

"Once completed, the proposed ACM Investment, together with POSCO's renewed investment in Black Rock, both of which will require Black Rock to secure the remaining equity funding required for Module 1, will represent a significant milestone in progressing the Project towards FID. It will support the Project's pathway as a large-flake graphite development in Tanzania, positioned as a strategically significant source of flake graphite production, with a commercially realistic pathway to anode for fines.

With due diligence well advanced, our timetable is aligned to financial close and targeting satisfaction of conditions precedent by 31 December 2026.

Revised US$40m POSCO Subscription

On 3 September 2024, Black Rock announced a binding agreement for POSCO to invest up to US$40m in Black Rock in two tranches, with POSCO's interest capped at 19.99%[5]. POSCO is Black Rock's strategic alliance partner, and its related body corporate, POSCO Holdings Inc, currently holds approximately 5.87% of Black Rock[3]. The POSCO Group has a nominee on the Black Rock board, Mr Dongjoo (DJ) Kim.

Black Rock and POSCO have amended and restated the subscription agreement (**Subscription Agreement**) to reflect the passage of time, the proposed ACM Investment and the revised funding structure. As a condition of the amended Subscription Agreement, the parties have also amended and restated the umbrella deed that records their strategic alliance and POSCO's rights as a shareholder (**Umbrella Deed**). The POSCO Subscription will be completed in two tranches:

- **Tranche 1:** 155,311,225 Shares at A$0.058 per Share, for A$9.0m (**Tranche 1 Subscription Amount**). The Tranche 1 price is unchanged from the 2024 agreement.
- **Tranche 2:** the balance of the US$40m, less the US dollar equivalent of the Tranche 1 Subscription Amount, at the issue price of the equity raise undertaken to secure the remaining Module 1 funding.

The principal change from the 2024 agreement is POSCO's commitment to provide US$40m which will see POSCO's voting power now exceed the previous 19.99% cap, to an estimated 37.6%, depending on the issue price and size of the final equity raise, subject to a cap of 49.99% on the POSCO Group's aggregate voting power. Completion of the POSCO Subscription is subject to conditions precedent, including:

- incorporation of Imara and execution of a binding US$70m subscription agreement with ACM, with all of its conditions being satisfied or waived, so that the POSCO Subscription and the ACM Investment complete at the same time;
- Foreign Investment Review Board approval, Korean regulatory approvals under the Foreign Exchange Transactions Act and the Overseas Resources Development Business Act, and Tanzanian Fair Competition Commission clearance (or confirmation that section 11 of the Fair Competition Act does not apply);
- escrow arrangements for the POSCO Subscription and ACM Investment funds; and
- Black Rock shareholder approval under item 7 of section 611 of the *Corporations Act 2001* (Cth) (**Corporations Act**) for POSCO and its associates to increase their voting power above 20%, supported by an independent expert's report.

Under the amended Umbrella Deed:

[5] ASX announcement 3 September 2024 – POSCO Signs Binding Agreement for US$40m Investment in Black Rock.

- POSCO's existing rights, including to appoint a director, nominate a board observer, participate in sub-committee meetings and participate in future fundraisings, are substantially unchanged and may be terminated if POSCO's voting power falls below 10% for 12 consecutive months;
- after completion, Black Rock must use reasonable endeavours, before commencement of commercial production, to help reduce POSCO's voting power below 20%, through a further share issue or a sell-down by POSCO, subject to applicable law and the ASX Listing Rules. If this has not occurred by commencement of commercial production, POSCO may nominate one additional director; and
- POSCO has a right of first refusal over offtake of fine graphite from Module 3, if Faru decides to construct Module 3.

Black Rock and POSCO are also party to several other agreements: the offtake agreement for 100% of planned Module 1 fines concentrate, the US$10m prepayment facility (**Prepayment Facility**), the Module 2 fines offtake agreement, the marketing agreement appointing POSCO as Faru's non-exclusive marketing agent for premium natural flake graphite, and POSCO's second-ranking security for the Prepayment Facility under the common security trust and intercreditor deed with the Project lenders (together, the **POSCO Transactions**). Shareholder approval of the POSCO Transactions is required under ASX Listing Rule 10.1 with an independent expert's report.

Module 1 Funding Plan

Black Rock's 2026 Annual Report identified a Module 1 funding requirement of approximately US$298m, of which approximately US$110m remained to be secured through an equity raise, a project-level partner, or a combination of both. The ACM Investment would provide US$70m of that balance. The indicative sources of funds are set out in Table 1.

Table 1: Indicative Module 1 sources of funds

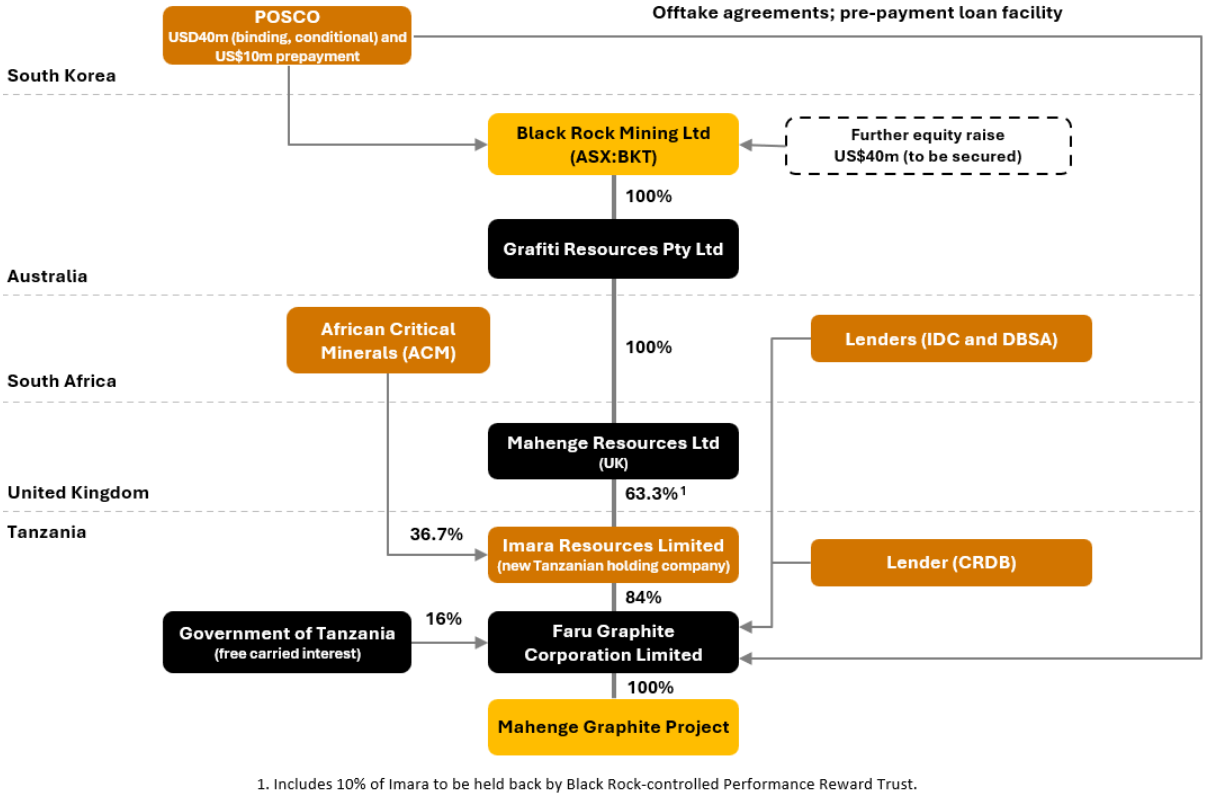
Source	US$m	Status
Construction term loan – CRDB, DBSA and IDC (Facilities Agreement)	138	Facilities Agreement executed; subject to conditions precedent and Financial Close deadline of 30 November 2026 (extension to 31 January 2027 being sought).
POSCO Pre-Payment facility	10	Binding; subject to conditions and deed of variation
POSCO Subscription (Black Rock level)	40	Binding; conditional, including on shareholder approval
Further equity raise (Black Rock level)	40	Not yet committed
ACM Investment (Imara level)	70	Non-binding Term Sheet
Total	**298**	

The POSCO Subscription and the further equity raise together make up the US$80m **Construction Equity Commitment** that Black Rock must procure under the Term Sheet. The Facilities Agreement also provides a US$20m revolving credit facility, a US$20m cost overrun facility and a US$26m bank

guarantee facility[6], which are not included in Table 1. The funding requirement comprises Module 1 development capital, including contingency, the power line and early works, of US$231m, with the balance of US$67m applied to financing costs, reserves, and owner's costs.

Proposed Corporate Structure and Effect on Black Rock

Imara will be interposed between Black Rock's existing UK subsidiary, Mahenge Resources Limited, and Faru. Faru will remain the Project company and the holder of the Special Mining Licence (**SML**). The proposed structure on completion is shown in Figure 1.



1. Includes 10% of Imara to be held back by Black Rock-controlled Performance Reward Trust.

Figure 1: Mahenge Graphite Project Proposed Corporate Structure

Table 2 shows the expected ownership of Imara and the resulting effective interests in the Project on completion, assuming the Construction Equity Commitment is satisfied.

[6] ASX announcement 28 May 2025 – Facilities Agreement with DBSA, IDC and CRDB increased by US$25m to US$204m.

Table 2: Expected ownership on completion

Shareholder	Interest in Imara	Effective interest in Project
Black Rock	53.3%	44.8%
Performance Reward Trust (Black Rock-controlled)	10.0%	8.4%
ACM	36.7%	30.8%
Government of Tanzania (held directly in Faru)	–	16.0%
Total	**100.0%**	**100.0%**

The Performance Reward Trust interest is an incentive for Black Rock, as manager, to deliver the Project on time and on budget. To the extent it vests, its economic benefit accrues to Black Rock, giving Black Rock an interest of approximately 63.3% in Imara (an effective interest of approximately 53.2% in the Project). To the extent it does not vest, its economic benefit accrues to the shareholders of Imara, pro rata to their respective shareholdings, subject to applicable law and the requirements of the Faru shareholders agreement and Framework Agreement. The performance criteria and vesting arrangements have not yet been agreed.

Subject to ACM's confirmatory due diligence, definitive documentation and satisfaction of conditions precedent, ACM will subscribe for US$70m for a 36.7% fully diluted interest in Imara, inclusive of the proposed 10% Performance Reward Trust. This implies a fully diluted post-money equity valuation of approximately US$190.7m.

ACM Investment

Equity investment: Subject to ACM's confirmatory due diligence, definitive documentation and satisfaction of conditions precedent, ACM will subscribe for US$70m for a 36.7% fully diluted interest in Imara, inclusive of the proposed 10% Performance Reward Trust. This implies a fully diluted post-money equity valuation of approximately US$190.7m.

Construction Equity Commitment: Black Rock (or an affiliate) will procure commitments for the remaining US$80m (inclusive of the POSCO Subscription and Placement) of the Module 1 equity raise. ACM has no obligation to fund its proposed US$70m investment unless, on or before Closing, that US$80m has either been received in cleared funds by Imara or Faru or has been irrevocably and unconditionally committed under legally binding funding documents acceptable to ACM, with the relevant funds payable at Closing simultaneously with the ACM Investment. All project debt under the Facilities Agreement and the POSCO Prepayment Facility Agreement must also be available for drawdown at Closing. The POSCO Subscription and Placement require shareholder approvals (see above).

Amounts raised at the level of Black Rock or its affiliates, including pursuant to the Placement and POSCO Subscription, will count towards the Construction Equity Commitment only to the extent that such amounts are subject to binding and unconditional arrangements requiring their contribution to Imara or Faru at Closing.

Use of Proceeds: The proposed investment will be applied exclusively to the Module 1 funding plan, including plant, infrastructure and grid connection, mining and site operations, owner costs and

resettlement, contingency, and financing costs and reserves, in accordance with an agreed sources-and-uses schedule to be agreed in the definitive documentation.

Long-Stop Date: If the conditions precedent have not been fulfilled (or waived) by 31 December 2026, or such later date as the parties may agree in writing the Term Sheet will automatically terminate, having regard to the corresponding equity-funding long-stop under the Facilities Agreement (as extended).

Board Representation: Subject to the definitive documentation, for so long as ACM holds at least 15% of Imara, it will be entitled to nominate:

- One non-executive director to the Black Rock board;
- Two, of a maximum five directors, to the Imara board; and
- The chairperson of the Imara board, appointed from ACM's nominees and removable and replaceable only by ACM, and at least one director to the Faru board. ACM will have representation on common technical and operating committees, with oversight of construction, EPCM selection and performance, capital expenditure, schedule, commissioning, ramp-up and future modules, and the audit and risk committee. ACM will also have observer, information, reporting, access and audit rights.

Exclusivity Period: The binding exclusivity period runs from execution of the Term Sheet to 31 December 2026. Black Rock may continue negotiations with third parties for the remaining US$80m Construction Equity Commitment (including the US$40m[5]) from POSCO and the remaining US$40m from other investors), subject to agreed protections for ACM covering dilution, valuation, ranking of securities, governance rights and the agreed capital structure.

Governance and Reserved Matters: ACM will also have reserved-matter consent rights at the Imara and Faru level. The principal Reserved Matters include:

- approval of Faru's annual budget, life-of-mine plan and Module 1 funding plan and any deviation from the approved budget of more than 10% (individually or in aggregate);
- capital expenditure or contractual commitments exceeding 10% of the approved budget in aggregate in any financial year or outside an approved delegation of authority matrix;
- appointment, removal or material amendment to the terms of Faru's CEO, CFO or COO;
- board composition and size and appointment, removal or replacement of the Imara chairperson;
- material amendments to the Management Agreement;
- any decision to proceed to FID, construction, financing or commissioning of Modules 2, 3 or 4, place the Project or a module on care and maintenance or to suspend, curtail or abandon construction or mining;
- material financing and offtake, marketing or sales agreements, downstream processing initiatives; and
- disposals of, or security over, material assets, including the Special Mining Licence, Power Supply Agreement and Transmission Line Implementation Agreement.

The reserved matters apply for so long as ACM holds at least 15% of Imara.

Performance Reward Arrangements: 10% of the issued shares in Imara will be held by a separate **Performance Reward Trust** controlled by Black Rock.

Conditions precedent: Implementation of the ACM Investment remains subject to conditions precedent, including:

- Successful completion of confirmatory due diligence satisfactory to ACM in its sole discretion;
- Incorporation of Imara and completion of the restructure, including all Government of Tanzania consents, waivers and acknowledgements required under the Faru shareholders agreement and Framework Agreement;
- Consents from lenders under the senior facilities agreement and POSCO under the prepayment facility agreement, and confirmation that relevant long-stop dates remain current or are extended;
- Evidence of commitments for the remaining US$80m Construction Equity Commitment;
- Black Rock shareholder and regulatory approvals to the extent required, including under ASX Listing Rule 11.

Refer to Annexure B to this announcement for a summary of the material terms and conditions of the Term Sheet.

Timetable, Approvals and Next Steps

The POSCO Subscription, the ACM Investment, the remaining equity raise and financial close under the Facilities Agreement are inter-conditional and are intended to complete at the same time.

Accordingly, Black Rock has advised and continues to update Lenders on funding transactions. There is no certainty that these extensions will be granted. Black Rock will also seek any required confirmation from the Mining Commission regarding the funding timetable under the SML conditions.

Black Rock expects to seek the following shareholder approvals at a general meeting to be called once commitments for the remaining Module 1 equity have been secured:

- approval under item 7 of section 611 of the Corporations Act for the issue of Shares to POSCO under the POSCO Subscription. Shares issued with this approval fall within exception 16 of ASX Listing Rule 7.2 and will not use Black Rock's placement capacity under Listing Rule 7.1;
- approval under ASX Listing Rule 10.1 for the POSCO Transactions; and
- approval for the issue of Black Rock shares to raise circa US$40m of equity should Black Rock proceed with such a raising.

The notice of meeting will include an independent expert's report on whether the POSCO Subscription is fair and reasonable to shareholders not associated with POSCO, and on the POSCO Transactions for the purposes of Listing Rule 10.1. Shares to be issued under the further Module 1 equity raise will be issued within Black Rock's placement capacity or subject to shareholder approval, as required.

Black Rock Chair Richard Crookes is a Partner of Lionhead Resources. Mr Crookes has no beneficial interest in Lionhead Capital and will not receive any material benefit, through Lionhead or otherwise, in connection with the ACM Investment. He has been excluded from and has not participated in Lionhead's or ACM's consideration of the investment or any negotiations with Black Rock.

Black Rock will work with ACM to complete confirmatory due diligence and negotiate binding transaction documents for the ACM Investment. In parallel, it will seek commitments for the remaining Module 1 equity funding, prepare the notice of meeting and independent expert's report, and seek the lender, POSCO, regulatory and GoT consents and extensions required for financial close.

At 30 September 2026, Black Rock had cash of A$2.1m.

Black Rock will keep the market informed in accordance with its continuous disclosure obligations.

This announcement has been authorised for release by the Board of Black Rock Mining Limited.

For further information:

John de Vries
Chief Executive Officer
Black Rock Mining
+61 438 356 590
jdv@blackrockmining.com.au

Media & Broker Enquiries:
Fiona Marshall
White Noise Communications
+61 400 512 109
fiona@whitenoisecomms.com

Important Information

Non-binding Term Sheet: the Term Sheet is non-binding, other than the provisions noted above. Binding documentation, including a subscription agreement, Imara shareholders agreement and Management Agreement, has not been agreed. ACM is not obliged to fund unless, by closing, the Construction Equity Commitment has been received or irrevocably committed and the Project debt is available for drawdown. The POSCO Subscription is conditional on, among other things, shareholder approval and the ACM Investment completing at the same time.

Forward-looking statements: this announcement contains forward-looking statements, including about the proposed ACM Investment, the POSCO Subscription, the remaining equity raise, the timing of financial close, and the development of the Project. Forward-looking statements can generally be identified by words such as “expect”, “anticipate”, “intend”, “propose”, “target”, “will”, “would” and similar expressions. They are based on Black Rock’s current expectations and assumptions and are subject to known and unknown risks, uncertainties and other factors, many of which are outside Black Rock’s control. These include ACM’s due diligence and approvals, negotiation of binding documents, satisfaction of conditions precedent, receipt of lender, regulatory, GoT and shareholder approvals and extensions, securing the remaining Module 1 equity, and market conditions. Actual outcomes may differ materially. You should not place undue reliance on forward-looking statements. Except as required by law, Black Rock does not undertake to update them.

Not an offer: this announcement is not an offer or invitation to acquire securities in Black Rock in any jurisdiction, and is not investment, legal or tax advice. Investors should seek appropriate professional advice before making an investment decision.

About the Mahenge Graphite Project

The Project is located in the Ulanga District of the Morogoro Region, Tanzania. The Government of Tanzania has identified mining as a major contributor to economic growth in its Development Vision 2050[7]. The Project has access to the Dar es Salaam container port, the national rail network and grid hydro-electric power. Faru holds the SML, and the Project is supported by a Framework Agreement with the GoT, environmental approvals and an approved Resettlement Action Plan.

The Project hosts one of the largest graphite Mineral Resources in the world and the second-largest graphite Ore Reserve (JORC 2012) (Table 4). Low levels of deleterious impurities and favourable metallurgy allow production of concentrate of up to 99% TGC using conventional flotation alone. Up to 70% of the potential concentrate volume is expected to be large flake graphite[8], which commands higher prices and cannot be substituted with synthetic graphite in key industrial uses.

Black Rock has established relationships with strategic partners on the pathway to a Final Investment Decision (**FID**). These include the revised US$40m POSCO Subscription (subject to shareholder approval), the US$10m Prepayment Facility, the US$204m Facilities Agreement with DBSA, IDC and CRDB (including the US$138m construction term loan)[9].

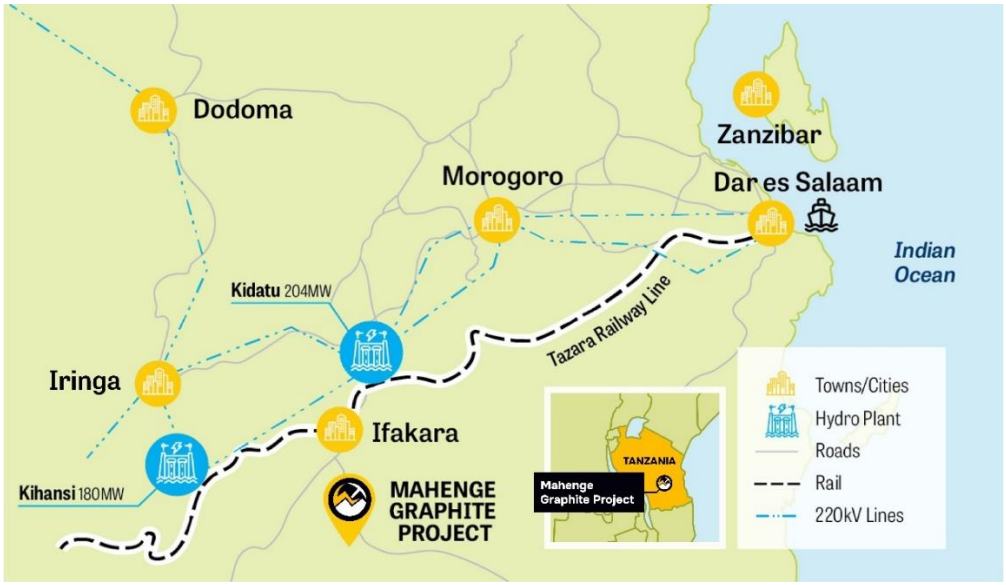


Figure 2: Mahenge Graphite Project Location and Surrounding Infrastructure

About the Public Investment Corporation

The Public Investment Corporation SOC Limited (**PIC**) is Africa's largest asset manager and one of the continent's largest institutional investors. Established in 1911 and wholly owned by the South African government, represented by the Minister of Finance, the PIC manages assets exclusively for South African public sector clients across listed equities, fixed income, property, private equity and impact investments. The PIC's mandate extends to the rest of Africa and beyond, with its Developmental Investments Rest of Africa (DIRA) mandate as an implementation tool. Dira focuses on investments in unlisted African (excluding South Africa) and across all sectors to achieve returns and achieve

[7] Tanzania Development Vision 2050: https://www.mof.go.tz/index.php/publications/tdv-2050
[8] "Large flake" is defined as +80 mesh, representing 60% of the total distribution. Including the +100 mesh fraction raises the combined large and medium flake content to 70%.
[9] ASX announcement 28 May 2025 – Facilities Agreement with DBSA, IDC and CRDB increased by US$25m to US$204m.

developmental objectives. Its largest client is the Government Employees Pension Fund. Assets under management were R3.657 trillion at 31 March 2026[10].

About Lionhead and ACM

African Critical Minerals (**ACM**) is an investment initiative established to pursue opportunities in the African mining and critical minerals sector. The proposed US$70m investment in the Mahenge Graphite Project will be made through African Critical Minerals Investments (Pty) Ltd (**ACMI**), a South African investment vehicle to be established for the transaction, with the Public Investment Corporation SOC Limited (**PIC**) as envisaged cornerstone investor.

Lionhead is a global private investment and advisory firm operating across natural resources, real estate and private equity. Lionhead Capital Advisors Proprietary Limited, a member of the Lionhead group, is a signatory to the Term Sheet and is participating in the establishment and sponsorship of ACM.

About Black Rock

Black Rock Mining Limited is an Australian company listed on ASX (ASX: BKT). It holds an 84% interest in the Mahenge Graphite Project in Tanzania. Black Rock released an enhanced Definitive Feasibility Study (**eDFS**) for the Project on 25 July 2019 and has obtained the Project's environmental approvals, SML and Resettlement Action Plan.

Black Rock formed a strategic alliance with POSCO in June 2022, including a US$7.5m equity investment, followed by an offtake agreement for Module 1 fines (32% of volume) and a US$10m prepayment facility. POSCO has also signed an MOU for 6ktpa of large flake graphite (7% of volume). In September 2024, POSCO agreed to invest up to US$40m in Black Rock and secured the Module 2 fines offtake[11]; those arrangements have now been amended as described in this announcement.

Black Rock holds the SML under a Framework Agreement with the GoT that confirms the GoT's 16% free-carried interest[12]. The US$204m Facilities Agreement with DBSA, IDC and CRDB was executed in September 2024, increased in May 2025[13] and extended in July 2026[14].

Black Rock completed a Front End Engineering Design (**FEED**) process and re-estimated the Project's capital and operating costs in the eDFS Update[15]. Key Project metrics are:

- **Scale:** Mineral Resource of 213.1Mt at 7.8% TGC, including an Ore Reserve of 70.5Mt at 8.5% TGC[16];
- **Modular development:** initial capital cost of US$231m[17];

[10] Public Investment Corporation, 2025/26 Integrated Annual Report.
[11] ASX announcement 3 September 2024 – POSCO Signs Binding Agreement for US$40m Investment in Black Rock.
[12] ASX announcement 14 December 2021 – Black Rock Mining Signs Framework Agreement with Government of Tanzania.
[13] ASX announcement 28 May 2025 – Facilities Agreement with DBSA, IDC and CRDB increased by US$25m to US$204m.
[14] ASX announcement 1 July 2026 – Extension of US$204m Debt Facility to November 2026.
[15] ASX announcement 10 October 2022 – "Black Rock completes FEED and eDFS Update". Since the eDFS Update, initial capital has been increased by US$17.7m for early works and other costs (adding four months to the 20-month construction period), and improved terms have been agreed under the TANESCO power contract, under which power line capital and interest are recouped over the first four years and power costs are expected to be approximately US8c/kWh (see ASX announcement dated 12 May 2025). The aggregate effect of these changes on NPV is approximately -1%. Pricing was updated in the ASX announcement dated 5 May 2026, "Investor Presentation – RIU Sydney". Black Rock confirms that all material assumptions underpinning the production target, and the forecast financial information derived from it, in those announcements continue to apply and have not materially changed.
[16] Mineral Resource Estimate as released to ASX on 3 February 2022, "Black Rock Confirms 25% Increase in Measured Resources"; Ore Reserve Estimate as released to ASX on 8 August 2017, "Black Rock delivers Exceptional Optimised PFS". Black Rock confirms that it is not aware of any new information or data that materially affects the information included in those announcements and that all material assumptions and technical parameters underpinning the estimates continue to apply and have not materially changed.
[17] Comprises US$182.2m for Module 1, US$32.6m for the power line and US$17.7m for early works and other costs. The capital estimate is a Class 2 estimate (AACE) with an accuracy of ±10%

- **Cost position:** adjusted C1 cash cost of US$271/t[18];
- **Returns:** unlevered, post-tax, post-free-carry IRR of 23%[19]; and
- **Value:** post-tax, post-free-carry NPV_8 (real) of US$730m[19].

The production target and the Ore Reserves and Mineral Resources underpinning it were prepared by Competent Persons in accordance with the JORC Code (2012).

Table 3: Mahenge Graphite Project Mineral Resource Estimate and Ore Reserve Estimate

JORC Compliant Mineral Resource Estimate and Ore Reserve[5]			
Ore Reserves	Tonnes (Mt)	Grade (% TGC)	Contained Graphite (Mt)
- Proven	0	0.0	0.0
- Probable	70.5	8.5	6.0
Total Ore Reserves	**70.5**	**8.5**	**6.0**
Mineral Resources			
- Measured	31.8	8.6	2.7
- Indicated	84.6	7.8	6.6
Total M&I	**116.4**	**8.0**	**9.3**
- Inferred	96.7	7.4	7.2
Total M, I&I	**213.1**	**7.8**	**16.6**

For further information on Black Rock, please visit **www.blackrockmining.com.au**

[18] Life-of-mine average, normalised to -100 mesh. Includes adjustments for royalties, overheads and rehabilitation provisions consistent with GAAP, and an increase of US$46/t in transport and port charges. All other technical parameters, including mining, milling and G&A costs, are as per the eDFS Update.

[19] Based on expert consensus pricing, being the average life-of-mine forecast of Benchmark Mineral Intelligence, Fastmarkets and Wood Mackenzie, reconciled with historical data from ICC Sino, RefWin and Asian Metals. Assumes a concentrate grade premium of 10% for -100 mesh product shipped at 96% TGC and 25% for all other products shipped at 97.5% TGC. All prices FOB Dar es Salaam, excluding discounts. See ASX announcement dated 5 May 2026.

Annexure A – Summary of material terms of the Amended and Restated POSCO Subscription Agreement

Parties	Black Rock Mining Limited and POSCO International Corporation, a related body corporate of POSCO Holdings Inc.
Subscription	Tranche 1: 155,311,225 Shares at A$0.058 per Share (A$9.0m). Tranche 2: the balance of US$40m, less the US dollar equivalent of the Tranche 1 Subscription Amount, at the issue price of the equity raise undertaken to secure the remaining Module 1 equity funding. POSCO's voting power following completion is estimated at approximately 37.6%, subject to a maximum of 49.99% of the POSCO Group's aggregate voting power.
Conditions precedent	The conditions precedent include: • FIRB approval and Korean regulatory approvals under the Foreign Exchange Transactions Act and the Overseas Resources Development Business Act; • execution of the amended and restated Umbrella Deed; • shareholder approval under item 7 of section 611 of the Corporations Act for the Shares to be issued to POSCO, for the issue of further shares to secure the remaining equity funding for Module 1 and under Listing Rule 10.1 for the Module 2 offtake agreement and marketing agreement; • delivery of the independent expert's report supporting the issue of shares to POSCO with the required conclusion, and no change of opinion before the meeting; • escrow arrangements; POSCO confirming that it does not object to the Performance Reward Trust criteria and the Imara shareholders agreement; a deed of variation to the Prepayment Facility; and evidence that the Facilities Agreement long-stop date is current or has been extended to no earlier than the cut-off date; • execution of the Faru financing facility documents; • Tanzanian Fair Competition Commission clearance, or confirmation that section 11 of the Fair Competition Act does not apply; • no restraining order, injunction or Government agency action; • incorporation of Imara and execution of the US$70m ACM subscription agreement, with all of its conditions satisfied or waived, so that completion can occur at the same time; and • no Material Adverse Effect. **Material Adverse Effect** means an event that, alone or together with other events, has had or is likely to have a material adverse effect on

	the financial condition or liabilities of the Black Rock group as a whole, or the cessation of employment of Black Rock's chief executive officer, chief financial officer or a key management person.
Warranties and conduct of business	Black Rock and POSCO give customary warranties. Before completion, Black Rock must conduct its business in the ordinary course, subject to exceptions including steps to implement the ACM Investment, the restructure and the funding arrangements.
Cut-off date and termination	The conditions precedent must be satisfied or waived within 5 months after the date of the agreement, or a later date agreed in writing. Either party may terminate if they are not satisfied or waived by then, or become incapable of satisfaction. POSCO may also terminate before completion if: a Material Adverse Effect occurs; a court or Government agency order prevents Black Rock issuing the Shares; ASIC or the Takeovers Panel commences or threatens action in relation to Black Rock, the subscription Shares or any equity raise; ASX announces that Black Rock will be removed from the official list or suspended; or the S&P/ASX 200 Index falls by 15% or more.

Annexure B – Summary of material terms of the ACM Term Sheet

Nature of the Term Sheet	The Term Sheet is non-binding and is subject to binding transaction documents and all necessary internal and external approvals. Only the provisions on exclusivity, confidentiality and publicity, costs and expenses, and jurisdiction and governing law are legally binding. The Term Sheet is governed by the laws of England and Wales.
Imara and structure	Imara will be a newly incorporated, ring-fenced, single-purpose Tanzanian holding company interposed above Faru. It will have no employees, liabilities, indebtedness, encumbrances or other business, and will hold only a direct 84% interest in Faru. Faru will remain the Tanzanian operating company, holder of the SML and owner of the Project, subject to the GoT's 16% non-dilutable free-carried interest.
Investment, valuation and shareholding	Subject to ACM's confirmatory due diligence, definitive documentation and satisfaction of conditions precedent, ACM will subscribe for US$70m for a 36.7% fully diluted interest in Imara, inclusive of the proposed 10% Performance Reward Trust. This implies a fully diluted post-money equity valuation of approximately US$190.7m.
Construction Equity Commitment and funding conditions	Black Rock will procure the remaining US$80m of Module 1 equity. ACM is not obliged to fund unless, on or before closing, the US$80m has been received in cleared funds or irrevocably and unconditionally committed under binding funding documents acceptable to ACM, with funds payable at closing, and all Project debt under the Facilities Agreement and the Prepayment Facility is available for drawdown.
Use of proceeds	Applied exclusively to the Module 1 funding plan, including plant, infrastructure and grid connection, mining and site operations, owner's costs and resettlement, contingency, and financing costs and reserves, in accordance with an agreed sources and uses schedule.
Conditions precedent	Conditions include: • confirmatory legal, technical, commercial, financial, tax and ESG due diligence satisfactory to ACM in its sole discretion; • ACM investment committee and cornerstone funder approvals; • execution of the subscription agreement, Imara shareholders agreement, Management Agreement and ancillary documents; • incorporation and interposition of Imara and transfer of the Faru shares, with all required GoT consents, waivers and acknowledgements, and completion or waiver of the Faru right of first refusal process; • adoption of a delegation of authority matrix approved by ACM; • evidence that Faru owns, or has a royalty-free licence to, the relevant intellectual property and technical data;

	• lender and POSCO consents and related amendments; • current or extended funding long-stop dates; • evidence of the Construction Equity Commitment; • Black Rock shareholder and regulatory approvals; • tax-stabilisation evidence; • exchange control, FIRB, competition and other regulatory approvals; • a refreshed financial model and independent model validation satisfactory to ACM in its sole discretion; and • no material adverse change.
Long-stop date and termination	The Long-Stop Date is 31 December 2026, or a later date agreed in writing. If the conditions precedent are not satisfied or waived by then, the Term Sheet terminates automatically. The Term Sheet may also terminate by mutual agreement, on entry into binding transaction documents, or for an unremedied material breach.
Governance and board representation	While ACM holds at least 15% of Imara, it may nominate one non-executive director to the Black Rock board, two of up to five Imara directors, and the Imara chair, who may be removed and replaced only by ACM. ACM may also appoint at least one director to the Faru board and representatives to the Black Rock technical and operating committee and audit and risk committee. ACM's Faru board nominees will act on directions from the Imara board, subject to applicable law and their fiduciary duties. ACM will have observer rights, access to board and committee papers, and information, reporting, access and audit rights (see below).
Reserved matters	While ACM holds at least 15% of Imara, its prior written consent will be required for certain Imara and Faru matters, including: • annual budgets, the life-of-mine plan and the Module 1 funding plan; • budget deviations of more than 10%; • capital expenditure or contractual commitments of more than 10% of the approved budget, or outside the delegation of authority matrix; • appointment, removal or material changes to the terms of Faru's CEO, CFO and COO; • board composition and the Imara chair; • material amendments to the Management Agreement;

	• FID, construction, financing or commissioning decisions for Modules 2, 3 and 4; • care and maintenance, or suspension, curtailment or abandonment of construction or mining; • downstream processing initiatives; • material financing, offtake, marketing and sales arrangements; • disposals of, or security over, material assets, including the SML, the Power Supply Agreement and the Transmission Line Implementation Agreement; and • constitutional and shareholder agreement changes, share issues, distributions, indebtedness and guarantees, prepayment, streaming and royalty arrangements, dealings with the GoT, related party transactions, litigation, auditors, tax residence and accounting policies.
Management Agreement and Performance Reward Trust	Faru will appoint Black Rock as operator and manager under a Management Agreement, to be approved by ACM and entered into before closing. 10% of the Imara shares (**Incentive Shares**) will be held by a separate trust controlled by Black Rock (**Performance Reward Trust**) as an incentive for Black Rock to deliver the Project on time and on budget. The economic interest in the Incentive Shares will accrue to Black Rock to the extent they vest on achievement of the performance criteria, and to the shareholders of Imara, pro rata to their respective shareholdings, to the extent they do not vest, subject to applicable law, the Faru shareholders agreement and the Framework Agreement. The performance criteria and vesting arrangements are to be agreed between ACM and Black Rock.
Anti-dilution, pre-emption and right of first refusal	ACM will have a pro rata pre-emptive right in subsequent Imara equity financings, including convertible or exchangeable securities. Until first commercial production from Module 1, ACM will have a right of first refusal over additional Imara equity or quasi-equity. Without ACM's prior written consent, no funding may dilute ACM below 36.7%, change the agreed valuation, or introduce securities ranking ahead of ACM.
Tag-along, drag-along and transfers	ACM will have a pro rata tag-along right on specified transfers. A drag-along affecting ACM will require approval of holders of at least 60% of Imara shares, equal terms for all shareholders, a minimum return to ACM of 2x invested capital and a 25% IRR, and only title and capacity warranties and indemnities from ACM. Shareholders must generally offer their Imara securities to ACM before transferring them to a third party, subject to permitted affiliate transfers.
Information, access and audit rights	ACM will receive monthly management accounts and reports, quarterly financial packs and covenant certificates, annual audited financial statements and prompt notice of any Material Adverse Development. It will have quarterly management meetings, up to four site visits a year

	(unrestricted, with monthly meetings, following a Material Adverse Development), rights to inspect books and records and access management and advisers, and the right to commission a reasonable audit or independent review where a material concern or Material Adverse Development arises. **Material Adverse Development** includes any material adverse event, any issue affecting the SML or another material licence, any default under the Facilities Agreement, the Prepayment Facility or another financing document, any material dispute or litigation, or any material cost or schedule overrun, that could reasonably be expected to affect the Project, Imara or Faru, their financial or operating condition, the SML, the POSCO offtake or ACM's investment.
Most favoured nation	Before closing, Black Rock will procure that no equity, quasi-equity or other capital is issued, committed or arranged in Imara on materially more favourable economic, governance or other material terms than those applying to ACM, subject to specified exclusions and ACM's protections against dilution, valuation changes and senior securities.
Exclusivity and costs	Binding exclusivity applies until 31 December 2026, subject to Black Rock's right to pursue the remaining Module 1 funding and ACM's agreed protections. If the transaction does not proceed because Black Rock breaches the exclusivity provisions, Black Rock will reimburse PIC's reasonable and properly documented external transaction costs, capped at 1.5% of the ACM Investment amount.