

Letter to Shareholders Regarding Annual General Meeting

Dear Shareholder

Further to the Company's announcement on 15 September 2023, Tanzanian graphite developer Black Rock Mining Limited (BKT: ASX) (**Black Rock** or the **Company**), confirms its Annual General Meeting will be held on Friday, 24 November 2023, commencing at 2:00pm (AWST) (**Meeting**). The Meeting will be held at The Park Business Centre, 45 Ventnor Avenue, Perth WA 6005.

In accordance with the Corporations Act 2001 (Cth), the Company will not be sending hard copies of the Notice of Meeting to Shareholders unless they have made a valid election to receive documents in hard copy. Instead, the Notice of Meeting can be viewed and downloaded from the following website link:

<https://blackrockmining.com.au/investor-centre/#asx-announcements>

Voting at the Meeting will occur by poll. A copy of your personalised proxy form is enclosed for convenience. Please complete and return the attached proxy form to the Company's share registry, Computershare by using any of the following methods:

Online:

At www.investorvote.com.au

Mail:

Computershare Investor Services Pty Limited
GPO Box 242
Melbourne Victoria 3001
Australia

Mobile:

Scan the QR Code on your proxy form and follow the prompts

Fax:

1800 783 447 within Australia or
+61 3 9473 2555 outside Australia

Custodian Voting:

For Intermediary Online subscribers only (custodians) please visit www.intermediaryonline.com to submit your voting intentions.

Your proxy voting instruction must be received by 2:00pm (AWST) on Wednesday, 22 November 2023, being not less than 48 hours before the commencement of the Meeting. Any proxy voting instructions received after that time will not be valid for the Meeting.

The Notice of Meeting and accompanying Explanatory Statement is important and should be read in its entirety. If you are in doubt as to the course of action you should follow, you should consult your financial adviser, lawyer, accountant or other professional adviser. If you have any difficulties obtaining a copy of the Notice of Meeting please contact the Company's share registry, Computershare on 1300 850 505 (within Australia) and +61 3 9415 4000 (outside Australia).

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

For more information:

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BLACK ROCK MINING LIMITED
ABN 59 094 551 336
NOTICE OF ANNUAL GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 2:00pm AWST
DATE: 24 November 2023
PLACE: The Park Business Centre
45 Ventnor Avenue
WEST PERTH WA 6005

The business of the Meeting affects your shareholding and your vote is important.

This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

The Directors have determined pursuant to Regulation 7.11.37 and 7.11.38 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 4:00pm (AWST) on 22 November 2023.

BUSINESS OF THE MEETING

AGENDA

1. □ FINANCIAL STATEMENTS AND REPORTS

To receive and consider the annual financial report of the Company for the financial year ended 30 June 2023 together with the declaration of the Directors, the Director's report, the Remuneration Report and the auditor's report as set out in the annual report.

2. □ RESOLUTION 1 – NON-BINDING RESOLUTION TO ADOPT REMUNERATION REPORT

To consider and, if thought fit, to pass, with or without amendment, the following resolution as a **non-binding resolution**:

“That, for the purposes of section 250R(2) of the Corporations Act and for all other purposes, the Remuneration Report as contained in the Company's annual financial report for the financial year ended 30 June 2023 be adopted”.

Note: the vote on this Resolution is advisory only and does not bind the Directors or the Company. Shareholders are encouraged to read the Explanatory Statement for further details on the consequences of voting on this Resolution.

Voting exclusion statement: *The Company will disregard any votes cast on the Resolution by or on behalf of a member of the Key Management Personnel whose remuneration details are included in the Remuneration Report, or their Closely Related Parties. However, the Company need not disregard a vote if:*

- (a) it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on the proposed Resolution or the proxy is the Chair of the Meeting and the appointment of the Chair as proxy does not specify the way the proxy is to vote on the resolution and expressly authorises the Chair to exercise the proxy even if the resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel; and*
- (b) it is not cast on behalf of a member of the Key Management Personnel whose remuneration details are included in the Remuneration Report, or their Closely Related Parties.*

Further, a Restricted Voter who is appointed as a proxy will not vote on the Resolution unless:

- (a) the appointment specifies the way the proxy is to vote on the Resolution ; or*
- (b) the proxy is the Chair of the Meeting and the appointment expressly authorises the Chair to exercise the proxy even though the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel. Shareholders should note that the Chair intends to vote any undirected proxies in favour of the Resolution.*

Shareholders may also choose to direct the Chair to vote against the Resolution or to abstain from voting.

If any of the persons named above purport to cast a vote other than as permitted above, that vote will be disregarded by the Company (as indicated above) and those persons may be liable for breaching the voting restrictions that apply to them under the Corporations Act.

3. □ RESOLUTION 2 – RE-ELECTION OF DIRECTOR – MR IAN MURRAY

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purpose of clause 15.2 of the Constitution, Listing Rule 14.5 and for all other purposes, Mr Ian Murray, a Director, retires by rotation, and being eligible, be re-elected as a Director.”

4. □ RESOLUTION 3 – RATIFICATION OF PRIOR ISSUE OF PLACEMENT SHARES – LISTING RULE 7.1A

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purposes of Listing Rule 7.4 and all other purposes, Shareholders ratify the issue of 86,956,525 Shares (at an issue price of \$0.115 each) on the terms and conditions set out in the Explanatory Statement.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of those persons.

However, this does not apply to a vote cast in favour of the Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on the Resolution; and
 - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

5. □ RESOLUTION 4 – RATIFICATION OF PRIOR ISSUE OF ATTACHING OPTIONS – LISTING RULE 7.1

To consider and, if thought fit, to pass with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purposes of Listing Rule 7.4 and all other purposes, Shareholders ratify the issue of 28,985,512 unlisted Attaching Options (with an exercise price of \$0.20 each and expiring 24 months from the date of their issue) on the terms and conditions set out in the Explanatory Statement.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) a person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of those persons.

However, this does not apply to a vote cast in favour of the Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on the Resolution; and
 - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

6. □ RESOLUTION 5 – APPROVAL OF 7.1A MANDATE

To consider and, if thought fit, to pass with or without amendment, the following resolution as a **special resolution**:

“That, for the purposes of Listing Rule 7.1A and for all other purposes, approval is given for the Company to issue up to that number of Equity Securities equal to 10% of the issued capital of the Company at the time of issue, calculated in accordance with the formula prescribed in Listing Rule 7.1A.2 and otherwise on the terms and conditions set out in the Explanatory Statement.”

Note: No voting exclusion statement is included for this Resolution because the Company is not proposing any issue of Equity Securities under Listing Rule 7.1A as at the date of this Notice.

7. □ RESOLUTION 6 – APPROVAL OF ISSUE OF REMUNERATION RIGHTS – MR JOHN DE VRIES OR HIS NOMINEE(S)

To consider and, if thought fit, to pass with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purposes of Listing Rule 10.14 and for all other purposes, the Directors are authorised to issue up to 241,379 Remuneration Rights for no cash consideration, to Mr John de Vries or his nominee(s), on the terms and conditions set out in the Explanatory Statement (including Schedules 2 and 3 to the Explanatory Statement).”

Voting exclusion statement: *The Company will disregard any votes cast in favour of the Resolution by or on behalf of:*

- (a) *Mr John de Vries and his nominee(s), and other persons referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question; or*
- (b) *an Associate of those persons.*

However, this does not apply to a vote cast in favour of the Resolution by:

- (a) *a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or*
- (b) *the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or*
- (c) *a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:*
 - (i) *the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on the Resolution; and*
 - (ii) *the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.*

Further, a Restricted Voter who is appointed as a proxy will not vote on the Resolution unless:

- (a) *the appointment specifies the way the proxy is to vote on the Resolution; or*
- (b) *the proxy is the Chair of the Meeting and the appointment expressly authorises the Chair to exercise the proxy even though the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel. Shareholders should note that the Chair intends to vote any undirected proxies in favour of the Resolution.*

Shareholders may also choose to direct the Chair to vote against the Resolution or to abstain from voting.

If any of the persons named above purport to cast a vote other than as permitted above, that vote will be disregarded by the Company (as indicated above) and those persons may be liable for breaching the voting restrictions that apply to them under the Corporations Act.

8. □ RESOLUTION 7 – APPROVAL OF ISSUE OF INCENTIVE RIGHTS – MR JOHN DE VRIES OR HIS NOMINEE(S)

To consider and, if thought fit, to pass with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purposes of Listing Rule 10.14 and for all other purposes, the Directors are authorised to issue up to 9,445,518 Incentive Rights for no cash consideration, to Mr John de Vries or his nominee(s), on the terms and conditions set out in the Explanatory Statement (including Schedules 2 and 4 to the Explanatory Statement).”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) Mr John de Vries and his nominee[s], and other persons referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question; or
- (b) an Associate of those persons.

However, this does not apply to a vote cast in favour of the Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on the Resolution; and
 - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Further, a Restricted Voter who is appointed as a proxy will not vote on the Resolution unless:

- (a) the appointment specifies the way the proxy is to vote on the Resolution; or
- (b) the proxy is the Chair of the Meeting and the appointment expressly authorises the Chair to exercise the proxy even though the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel. Shareholders should note that the Chair intends to vote any undirected proxies in favour of the Resolution.

Shareholders may also choose to direct the Chair to vote against the Resolution or to abstain from voting.

If any of the persons named above purport to cast a vote other than as permitted above, that vote will be disregarded by the Company (as indicated above) and those persons may be liable for breaching the voting restrictions that apply to them under the Corporations Act.

9. □ RESOLUTION 8 – APPROVAL OF POTENTIAL TERMINATION BENEFITS IN RELATION TO ISSUE OF PERFORMANCE RIGHTS – MR JOHN DE VRIES

To consider and, if thought fit, to pass with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purposes of Listing Rule 10.19 and sections 200B and 200E of the Corporations Act, and for all other purposes, the potential termination benefits in relation to Performance Rights described in the Explanatory Statement (including Schedules 2, 3 and 4 to the Explanatory Statement) which may become payable to Mr John de Vries or his nominee(s), be approved.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) an officer of the Company or any of its child entities who is entitled to participate in a termination benefit; or
- (b) an Associate of that person.

However, this does not apply to a vote cast in favour of the Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or

- (b) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on the Resolution; and
 - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Further, a Restricted Voter who is appointed as a proxy will not vote on the Resolution unless:

- (a) the appointment specifies the way the proxy is to vote on the Resolution; or
- (b) the proxy is the Chair of the Meeting and the appointment expressly authorises the Chair to exercise the proxy even though the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel. Shareholders should note that the Chair intends to vote any undirected proxies in favour of the Resolution.

Shareholders may also choose to direct the Chair to vote against the Resolution or to abstain from voting.

If any of the persons named above purport to cast a vote other than as permitted above, that vote will be disregarded by the Company (as indicated above) and those persons may be liable for breaching the voting restrictions that apply to them under the Corporations Act.

OTHER BUSINESS

To deal with any other business which may be brought forward in accordance with the Constitution and the Corporations Act.

Details of the definitions and abbreviations used in this Notice are set out in the Glossary to the Explanatory Statement.

Dated: 13 October 2023

By order of the Board



James Doyle
Company Secretary

Voting by proxy

To vote by proxy, please complete and sign the enclosed Proxy Form and return by the time and in accordance with the instructions detailed below and set out on the Proxy Form.

In accordance with section 249L of the Corporations Act, Shareholders are advised that:

- each Shareholder has a right to appoint a proxy;
- the proxy need not be a Shareholder of the Company; and
- a Shareholder who is entitled to cast two (2) or more votes may appoint two (2) proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the member appoints two (2) proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Shareholders and their proxies should be aware that:

- if proxy holders vote, they must cast all directed proxies as directed; and
- any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

The proxy can be either an individual or a body corporate.

If a proxy is not directed how to vote on an item of business, the proxy may generally vote, or abstain from voting, as they think fit. However, where a Restricted Voter is appointed as a proxy, the proxy may only vote on Resolutions 1, 6, 7 and 8 in accordance with a direction on how the proxy is to vote or, if the proxy is the Chair of the Meeting and the appointment expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

Should any resolution, other than those specified in this Notice, be proposed at the Meeting, a proxy may vote on that resolution as they think fit.

To be effective, proxies must be received by 2:00pm (AWST) on 22 November 2023. Proxies received after this time will be invalid.

Proxies may be lodged using any of the following methods:

- by returning a completed Proxy Form by post to:
Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia
or
- by faxing a completed Proxy Form to 1800 783 447 (within Australia) or +61 3 9473 2555 (outside Australia);
or
- by recording the proxy appointment and voting instructions via the internet at www.investorvote.com.au. Only registered Shareholders may access this facility and will need their Holder Identification Number (**HIN**) or Securityholder Reference Number (**SRN**).

The Proxy Form must be signed by the Shareholder or the Shareholder's attorney. Proxies given by corporations must be executed in accordance with the Corporations Act. Where the appointment of a proxy is signed by the appointer's attorney, a certified copy of the Power of Attorney, or the power itself, must be received by the Company at the above address, or by facsimile, and by 2:00pm (AWST) on 22 November 2023. If facsimile transmission is used, the Power of Attorney must be certified.

The Directors strongly encourage all shareholders to lodge a directed proxy form prior to the Meeting.

Voting in person (or by attorney)

To vote in person, Shareholders or their attorneys, may attend the Meeting at the time, date and place set out above. To be effective a certified copy of the Power of Attorney, or the original Power

of Attorney, must be received by the Company in the same manner, and by the same time as outlined for proxy forms below.

You may still attend the Meeting and vote in person even if you have appointed a proxy. If you have previously submitted a Proxy Form, your attendance will not revoke your proxy appointment unless you actually vote at the meeting for which the proxy is proposed to be used, in which case, the proxy's appointment is deemed to be revoked with respect to voting on that Resolution.

Please bring your personalised Proxy Form with you as it will help you to register your attendance at the Meeting. If you do not bring your Proxy Form with you, you can still attend the Meeting but representatives from the Company's share registry will need to verify your identity. You can register from 1:30pm (AWST) on the day of the Meeting.

Voting by a Corporation

A Shareholder that is a corporation may appoint an individual to act as its representative and vote in person at the Meeting. The appointment must comply with the requirements of section 250D of the Corporations Act. The representative should bring to the Meeting evidence of his or her appointment, including any authority under which it is signed.

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on +61 8 6383 6200.

EXPLANATORY STATEMENT

This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions.

1. □ FINANCIAL STATEMENTS AND REPORTS

In accordance with the Corporations Act, the business of the Meeting will include receipt and consideration of the annual financial report of the Company for the financial year ended 30 June 2023 together with the declaration of the Directors, the Directors' report, the Remuneration Report and the auditor's report.

No resolution is required to be moved in respect of this item.

Shareholders will be given a reasonable opportunity at the Meeting to ask questions and make comments on the accounts and on the management of the Company.

The Chair will also give Shareholders a reasonable opportunity to ask the auditor or the auditor's representative questions relevant to:

- (a) the conduct of the audit;
- (b) the preparation and content of the independent audit report;
- (c) the accounting policies adopted by the Company in relation to the preparation of the financial statements; and
- (d) the independence of the auditor by the Company in relation to the conduct of the audit.

The Chair will also allow a reasonable opportunity for the auditor or their representative to answer any written questions submitted to the auditor under section 250PA of the Corporations Act

The Company will not provide a hard copy of the Company's annual financial report to Shareholders unless specifically requested to do so.

The Company's annual financial report is available on its website at www.blackrockmining.com.au.

2. □ RESOLUTION 1 – NON-BINDING RESOLUTION TO ADOPT REMUNERATION REPORT

2.1 □ General

The Corporations Act requires that at a listed company's annual general meeting, a resolution that the remuneration report be adopted must be put to the shareholders. However, such a resolution is advisory only and does not bind the company or the directors of the company.

The remuneration report sets out the company's remuneration arrangements for the directors and senior management of the company. The remuneration report is part of the directors' report contained in the annual financial report of the company for a financial year.

The chair of the meeting must allow a reasonable opportunity for its shareholders to ask questions about or make comments on the remuneration report at the annual general meeting.

2.2 **Voting consequences**

A company is required to put to its shareholders a resolution proposing the calling of another meeting of shareholders to consider the appointment of directors of the company (**Spill Resolution**) if, at consecutive annual general meetings, at least 25% of the votes cast on a remuneration report resolution are voted against adoption of the remuneration report and at the first of those annual general meetings a Spill Resolution was not put to vote. If required, the Spill Resolution must be put to vote at the second of those annual general meetings.

If more than 50% of votes cast are in favour of the Spill Resolution, the company must convene a shareholder meeting (**Spill Meeting**) within 90 days of the second annual general meeting.

All of the directors of the company who were in office when the directors' report (as included in the Company's annual financial report for the most recent financial year) was approved, other than the Managing Director of the company, will cease to hold office immediately before the end of the Spill Meeting but may stand for re-election at the Spill Meeting.

Following the Spill Meeting those persons whose election or re-election as directors of the company is approved will be the directors of the company.

2.3 **Previous voting results**

At the Company's previous annual general meeting the votes cast against the remuneration report considered at that annual general meeting were less than 25%. Accordingly, the Spill Resolution is not relevant for this Annual General Meeting.

2.4 **Voting**

Note that a voting exclusion applies to this Resolution in the terms set out in the Notice.

Shareholders are urged to carefully read the Proxy Form and provide a direction to the proxy on how to vote on this Resolution.

3. **RESOLUTION 2 – RE-ELECTION OF DIRECTOR – MR IAN MURRAY**

3.1 **General**

Clause 15.2 of the Constitution provides that one-third of the Directors (excluding the Managing Director) must retire at the Company's annual general meeting. The Directors to retire are those who have been in office the longest since their last election.

The Company currently has three directors, one of whom is the Managing Director. Accordingly, one Director must retire at this Meeting.

A Director who retires in accordance with clause 15.2 is eligible for re-election and that re-election takes effect at the conclusion of the Meeting.

Listing Rule 14.5 also requires that listed entities must hold an election of directors at each annual general meeting.

Mr Ian Murray, Non-Executive Director, was last re-elected at the annual general meeting of the Company held on 23 November 2021 and has held office the longest since re-election. Accordingly, Mr Ian Murray retires at this Meeting and, being eligible, seeks re-election pursuant to Resolution 2.

If Resolution 2 is passed, Mr Ian Murray will be re-elected and will continue to act as a Director. If Resolution 2 is not passed, Mr Ian Murray will not be re-elected and will cease to act as a Director

3.2 □ **Background**

Mr Ian Murray graduated with a Bachelor of Commerce (BCom) in 1987 from the University of Cape Town, is a fellow of the Institute of Chartered Accountants of Australia and New Zealand, and is a member of the Australian Institute of Company Directors. He has held senior management positions for companies such as KPMG, PricewaterhouseCoopers, Bioclones, DRDGold, and Gold Road Resources. More recently, as Chief Executive Officer and Managing Director, he successfully delivered Gold Road Resources' Gruyere Project, and has significant African experience through DRDGold.

Mr Ian Murray held directorships with the following listed companies in the three years immediately prior to the date of this report.

3.3 □ **Independence**

If re-elected the Board considers Mr Ian Murray will continue be an independent Director.

3.4 □ **Other material information**

As at the date of this Notice, Mr Ian Murray is currently a director of Jupiter Mines Limited (ASX:JMS). In the past three years Mr Ian Murray has also held directorships at Matador Mining Limited (ASX:MZZ), Geopacific Resources Limited (ASX:GPR) and Todd River Resources Limited (ASX:TRT).

Mr Murray currently serves as the Chair of both the Audit & Risk and Remuneration & Nomination Committee of the Company.

3.5 □ **Board recommendation**

The Board (in the absence of Mr Ian Murray) has reviewed Mr Ian Murray's performance since his appointment to the Board and considers that his skills and experience will continue to enhance the Board's ability to perform its role. Accordingly, the Board (in the absence of Mr Ian Murray) supports the re-election of Mr Ian Murray and recommends that Shareholders vote in favour of Resolution 2.

4. □ **RESOLUTIONS 3 AND 4 – RATIFICATION OF THE ISSUE OF PLACEMENT SHARES AND ATTACHING OPTIONS**

4.1 □ **Background**

As announced to the ASX on 13 June 2023, the Company undertook a placement to new and existing institutional and sophisticated investors of 86,956,525 Shares at an issue price of \$0.115 per Share (**Placement Shares**) to raise a total of \$10

million (before costs) (**Placement**), with the funds raised from the Placement proposed to be used towards general corporate expenses and working capital to complete the debt process and complete the project level partner process.

Investors who subscribed for Placement Shares under the Placement were also entitled to receive a free-attaching unlisted option (each with an exercise price of \$0.20 and expiring 24 months from the date of issue) for every three Placement Shares issued to them under the Placement, on the terms set out in Schedule 1 to the Explanatory Statement (**Attaching Options**).

The Placement was completed on 19 June 2023. Refer to the Appendix 2A released to ASX on 16 June 2023 for further details.

The Placement was completed within the Company's placement capacity under Listing Rules 7.1 and 7.1A, comprising:

- (a) 86,956,525 Placement Shares issued under the Company's Listing Rule 7.1A capacity, ratification of which is sought under Resolution 3; and
- (b) 28,985,512 Attaching Options issued under the Company's 7.1 capacity, ratification of which is sought under Resolution 4,

(together, the **Placement Securities**).

Blue Ocean Equities Pty Ltd and MST Financial Services Pty Limited acted as joint lead managers to the Placement.

4.2 **Listing Rules 7.1, 7.1A and 7.4**

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary securities it had on issue at the start of that period. Under Listing Rule 7.1A, an eligible entity can seek approval from its members, by way of a special resolution passed at its annual general meeting, to increase this 15% limit by an extra 10% to 25%. Shareholders approved this additional capacity at the Company's last annual general meeting.

The Placement does not fit within any of these exceptions and, as it has not yet been approved by Shareholders, it effectively uses up all the 10% limit in Listing Rule 7.1A, reducing the Company's capacity to issue further Equity Securities without Shareholder approval under Listing Rule 7.1A for the 12 months from the date of issue of the Placement Securities.

Additionally, given the Placement does not fit within any of the exceptions and it has not yet been approved by Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further Equity Securities without Shareholder approval under Listing Rule 7.1 for the 12-month period following the date on which the Company issued the Placement Securities.

Listing Rule 7.4 allows the shareholders of a company to approve an issue of Equity Securities after it has been made or agreed to be made. If they do, the issue is taken to have been approved under Listing Rule or 7.1 or 7.1A (as applicable) and so does not reduce the company's capacity to issue further Equity Securities without shareholder approval under the relevant rule.

The Company wishes to retain as much flexibility as possible to issue additional Equity Securities into the future without having to obtain Shareholder approval for

such issues under Listing Rule 7.1 or 7.1A and therefore seeks Shareholder approval to ratify the issue of Placement Securities pursuant to the Placement under and for the purposes of Listing Rule 7.4

Resolutions 3 and 4 seek Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Placement Securities.

4.3 **Technical information required by Listing Rule 14.1A**

If Resolutions 3 and 4 are passed, the Placement Securities issued pursuant to the Placement will be excluded in calculating the Company's 25% limit in Listing Rules 7.1 and 7.1A, effectively increasing the number of Equity Securities the Company can issue without Shareholder approval:

- (a) under Listing Rule 7.1 for the 12-month period following the date the Company issued the Placement Securities pursuant to the Placement; and
- (b) under Listing Rule 7.1A for the 12-month period following the date the Company issued the Placement Securities pursuant to the Placement (subject to Resolution 5 being passed and the 7.1A Mandate not otherwise expiring).

If:

- (a) Resolution 3 is not passed, the Placement Shares issued under Listing Rule 7.1A will be included in calculating the Company's 10% limit under that rule;
- (b) Resolution 4 is not passed, the Attaching Options issued under Listing Rule 7.1 will be included in calculating the Company's 10% limit under that rule; and

in each case, effectively decreasing the number of Equity Securities the Company can issue without Shareholder approval under Listing Rules 7.1 and 7.1A for the periods noted immediately above.

4.4 **Technical information required by Listing Rule 7.5**

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to Resolutions 3 and 4:

- (a) The Placement Securities were issued to new and existing institutional and sophisticated investors identified through a bookbuild process, which involved Blue Ocean Equities Pty Ltd and MST Financial Services Pty Limited, together as joint lead managers, seeking expressions of interest to participate in the Placement from non-related parties of the Company. In accordance with paragraph 7.4 of ASX Guidance Note 21, the Company confirms:
 - (i) that none of the recipients of the Placement Securities were related parties of the Company, members of the Company's Key Management Personnel, substantial holders of the Company, advisers of the Company or an Associate of any of these parties (save for that Mr Paul Sims, the Company's Chief Financial Officer, was issued 173,913 Placement Shares (and 57,971 Attaching Options) via Eripa Pty Ltd <Sims Family A/C> (an entity associated with Mr Paul Sims)); and

- (ii) that no one investor was issued more than 1% of the issued capital of the Company at the time of issue of the Placement Shares.
- (b) The Placement Securities were issued on the following basis:
 - (i) 86,956,525 Placement Shares issued pursuant to Listing Rule 7.1A (ratification of which is sought under Resolution 3). The Placement Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares; and
 - (ii) 28,985,512 Attaching Options issued pursuant to Listing Rule 7.1 (ratification of which is sought under Resolution 4). A summary of the material terms of the Attaching Options (each having an exercise price of \$0.20 and expiring 24 months from the date of issue) is set out in Schedule 1 to the Explanatory Statement.
- (c) The Placement Shares and Attaching Options were issued on 19 June 2023.
- (d) The issue price of the Placement Shares was \$0.115 per Share and the Attaching Options were issued for nil cash consideration as they were issued as free-attaching options to the Placement Shares, on the basis of one Attaching Option for every two Placement Shares issued under the Placement.
- (e) The purpose of the issue of the Placement Securities was to raise funds to be used towards general corporate expenses and working capital to complete the debt process and complete the project level partner process.
- (f) The Placement Securities were issued pursuant to an offer management agreement with Blue Ocean Equities Pty Ltd and MST Financial Services Pty Limited as joint lead managers to the Placement, who then procured subscriptions with each of the Placement participants on standard terms and conditions.
- (g) A voting exclusion statement has been included for the purpose of Resolutions 3 and 4.

4.5 **Additional information**

Resolutions 3 and 4 are ordinary resolutions.

The Board recommends that Shareholders vote in favour of Resolutions 3 and 4.

5. **RESOLUTION 5 – APPROVAL OF 7.1A MANDATE**

5.1 **General**

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary securities it had on issue at the start of that period.

However, under Listing Rule 7.1A, an eligible entity may seek shareholder approval by way of a special resolution passed at its annual general meeting to increase this 15% limit by an extra 10% to 25% (**7.1A Mandate**).

An 'eligible entity' means an entity which is not included in the S&P/ASX 300 Index and has a market capitalisation of \$300,000,000 or less. The Company is an eligible entity for these purposes given it is not included in the S&P/ASX 300 Index and has a current market capitalisation of approximately \$98 million as at the date of this Notice.

Resolution 5 seeks Shareholder approval by way of special resolution for the Company to have the additional 10% placement capacity provided for in Listing Rule 7.1A to issue Equity Securities without Shareholder approval.

If Resolution 5 is passed, the Company will be able to issue Equity Securities up to the combined 25% limit in Listing Rules 7.1 and 7.1A without any further Shareholder approval.

If Resolution 5 is not passed, the Company will not be able to access the additional 10% capacity to issue Equity Securities without Shareholder approval under Listing Rule 7.1A, and will remain subject to the 15% limit on issuing Equity Securities without Shareholder approval set out in Listing Rule 7.1.

5.2 **The number of Equity Securities which may be issued pursuant to the 7.1A Mandate**

Based on the number of Shares on issue at the date of this Notice, the Company will have 1,097,126,095 Shares on issue and therefore, subject to Shareholder approval being obtained under this Resolution, 109,712,609 Equity Securities will be permitted to be issued in accordance with Listing Rule 7.1A. Shareholders should note that the calculation of the number of Equity Securities permitted to be issued under the 7.1A Mandate is a moving calculation and will be based on the formula set out in Listing Rule 7.1A.2 at the time of issue of the Equity Securities.

That formula is:

(A x D) – E

A is the number of Shares on issue 12 months immediately preceding the date of issue or agreement (**Relevant Period**):

- (a) plus the number of fully paid Shares issued in the Relevant Period under an exception in Listing Rule 7.2 other than exceptions 9, 16 or 17;
- (b) plus the number of fully paid Shares issued in the Relevant Period on the conversion of convertible securities within Listing Rule 7.2 exception 9 where:
 - (i) the convertible securities were issued or agreed to be issued before the commencement of the relevant period; or
 - (ii) the issue of, or agreement to issue, the convertible securities was approved or taken under the Listing Rules to have been approved, under Listing Rules 7.1 or 7.4;
- (c) plus the number of Shares issued in the Relevant Period under an agreement to issue securities within Listing Rule 7.2 exception 16 where:
 - (i) the agreement was entered into before the commencement of the Relevant Period; or

- (ii) the agreement or issue was approved, or taken under these rules to have been approved, under Listing Rules 7.1 or 7.4;
- (d) plus the number of fully paid Shares issued in the Relevant Period with approval of holders of Shares under Listing Rules 7.1 and 7.4;
- (e) plus the number of partly paid Shares that become fully paid in the Relevant Period; and
- (f) less the number of fully paid Shares cancelled in the Relevant Period.

Note that 'A' has the same meaning in Listing Rule 7.1 when calculating an entity's 15% placement capacity.

D is 10%; and

E is the number of Equity Securities issued or agreed to be issued under Listing Rule 7.1A.2 in the Relevant Period where the issue or agreement to issue has not been subsequently approved by Shareholders under Listing Rule 7.4

5.3□ Technical information required by Listing Rule 7.3A

(a) Period for which the 7.1A Mandate is valid

If the Resolution is passed, the 7.1A Mandate will be valid during the period from the date of the Meeting and will expire on the earlier of:

- (i) the date that is 12 months after the date of this Meeting;
- (ii) the time and date of the Company's next annual general meeting; and
- (iii) the time and date on which the Company receives approval by Shareholders of any transaction under Listing Rule 11.1.2 (a significant change in the nature or scale of activities) or Listing Rule 11.2 (disposal of the main undertaking).

(b) Minimum price

The Equity Securities issued under the 7.1A Mandate must be in an existing quoted class of Equity Securities and be issued at a minimum price of 75% of the volume weighted average price of Equity Securities in that class, calculated over the 15 trading days on which trades in that class were recorded immediately before:

- (i) the date on which the price at which the Equity Securities are to be issued is agreed by the entity and the recipient of the Equity Securities; or
- (ii) if the Equity Securities are not issued within 10 trading days of the date in Section 5.3(b)(i), the date on which the Equity Securities are issued.

(c) Use of funds raised under the 7.1A Mandate

The Company intends to use funds raised from issues of Equity Securities under the 7.1A Mandate for funding the Company's existing activities in Tanzania and for working capital.

(d) **Risk of Economic and Voting Dilution**

Any issue of Equity Securities under the 7.1A Mandate will dilute the interests of Shareholders who do not receive any Shares under the issue.

If Resolution 5 is approved by Shareholders and the Company issues the maximum number of Equity Securities available under the 7.1A Mandate, the economic and voting dilution of existing Shares would be as shown in the table below.

The table below shows the dilution of existing Shareholders calculated in accordance with the formula outlined in Listing Rule 7.1A.2, on the basis of the closing market price of Shares and the number of Equity Securities on issue or proposed to be issued as at the date of the Notice.

The table also shows the voting dilution impact where the number of Shares on issue (Variable A in the formula) changes and the economic dilution where there are changes in the issue price of Shares issued under the 7.1A Mandate.

Number of Shares on Issue (Variable A in Listing Rule 7.1A.2)		Shares issued – 10% voting dilution	Dilution		
			Issue Price		
			\$0.0445	\$0.0890	\$0.1335
			50% decrease	Issue Price	50% increase
Funds Raised					
Current	1,097,126,095	109,712,609	\$4,882,211	\$9,764,422	\$14,646,633
50% increase	1,645,689,143	164,568,914	\$7,323,317	\$14,646,633	\$21,969,950
100% increase	2,194,252,190	219,425,219	\$9,764,422	\$19,528,844	\$29,293,267

*The number of Shares on issue (Variable A in the formula) could increase as a result of the issue of Shares that do not require Shareholder approval (such as under a pro-rata rights issue or scrip issued under a takeover offer) or that are issued with Shareholder approval under Listing Rule 7.1.

The table above uses the following assumptions:

1. There are currently 1,097,126,095 Shares on issue.
2. The issue price set out above is the closing market price of the Shares on the ASX last practicable date prior to the date of this Notice.
3. The Company issues the maximum possible number of Equity Securities under the 7.1A Mandate.
4. The Company has not issued any Equity Securities in the 12 months prior to the Meeting that were not issued under an exception in Listing Rule 7.2 or with approval under Listing Rule 7.1.
5. The issue of Equity Securities under the 7.1A Mandate consists only of Shares. It is assumed that no Options are exercised into Shares before the date of issue of the Equity Securities. If the issue of Equity Securities includes quoted Options, it is assumed that those quoted Options are exercised into Shares for the purpose of calculating the voting dilution effect on existing Shareholders.
6. The calculations above do not show the dilution that any one particular Shareholder will be subject to. All Shareholders should consider the dilution caused to their own shareholding depending on their specific circumstances.

7. This table does not set out any dilution pursuant to approvals under Listing Rule 7.1 unless otherwise disclosed.
8. The 10% voting dilution reflects the aggregate percentage dilution against the issued share capital at the time of issue. This is why the voting dilution is shown in each example as 10%.
9. The table does not show an example of dilution that may be caused to a particular Shareholder by reason of placements under the 7.1A Mandate, based on that Shareholder's holding at the date of the Meeting.

Shareholders should note that there is a risk that:

- (i) the market price for the Company's Shares may be significantly lower on the issue date than on the date of the Meeting; and
- (ii) the Shares may be issued at a price that is at a discount to the market price for those Shares on the date of issue.

(e) **Allocation policy under the 7.1A Mandate**

The recipients of the Equity Securities to be issued under the 7.1A Mandate have not yet been determined. However, the recipients of Equity Securities could consist of current Shareholders or new investors (or both), none of whom will be related parties of the Company.

The Company will determine the recipients at the time of the issue under the 7.1A Mandate, having regard to the following factors:

- (i) the purpose of the issue;
- (ii) alternative methods for raising funds available to the Company at that time, including, but not limited to, an entitlement issue, share purchase plan, placement or other offer where existing Shareholders may participate;
- (iii) the effect of the issue of the Equity Securities on the control of the Company;
- (iv) the circumstances of the Company, including, but not limited to, the financial position and solvency of the Company;
- (v) prevailing market conditions; and
- (vi) advice from corporate, financial and broking advisers (if applicable).

(f) **Previous approval under Listing Rule 7.1A**

The Company previously obtained approval from its Shareholders pursuant to Listing Rule 7.1A at its annual general meeting held on 28 November 2022 (**Previous Approval**).

During the 12-month period preceding the date of the Meeting, the Company issued 86,956,525 Shares pursuant to the Previous Approval (**Previous Issue**) (being the Placement Shares the subject of Resolution 3), which represent approximately 8.85% of the total diluted number of Equity Securities on issue at the commencement of that 12-month period.

Further details of the issues of Equity Securities by the Company pursuant to Listing Rule 7.1A.2 during the 12-month period preceding the date of the Meeting are set out below.

The following information is provided in accordance with Listing Rule 7.3A.6(b) in respect of the Previous Issue:

Date of Issue and Appendix 2A	Date of Issue: 19 June 2023 Date of Appendix 2A: 16 June 2023
Recipients	New and existing institutional and sophisticated investors, identified through a bookbuild process, which involved Blue Ocean Equities Pty Ltd and MST Financial Services Pty Limited, together as joint lead managers, seeking expressions of interest to participate in the Placement from non-related parties of the Company.
Number and Class of Equity Securities Issued	86,956,525 Shares ¹
Issue Price and discount to Market Price² (if any)	\$0.115 per Share (at a 20.7% discount to Market Price).
Total Cash Consideration and Use of Funds	Amount raised: total amount raised under Placement \$10 million (before costs). Amount spent: \$1,522,586 (excluding costs of the Placement). Use of funds: General corporate expenses and working capital to complete the debt process and complete the project level partner process. Amount remaining: \$8,477,414. Proposed use of remaining funds³: General corporate expenses and working capital to complete the debt process and complete the project level partner process.

Notes:

1. Fully paid ordinary shares in the capital of the Company, ASX Code: BKT (terms are set out in the Constitution).
2. Market Price means the closing price of Shares on ASX (excluding special crossings, overnight sales and exchange traded option exercises). For the purposes of this table the discount is calculated on the Market Price on the last trading day on which a sale was recorded prior to the date of agreement to issue of the relevant Equity Securities.
3. This is a statement of current intentions as at the date of this Notice. As with any budget, intervening events and new circumstances have the potential to affect the manner in which the funds are ultimately applied. The Board reserves the right to alter the way the funds are applied on this basis.

5.4 Voting Exclusion Statement

As at the date of this Notice, the Company is not proposing to make an issue of Equity Securities under Listing Rule 7.1A. Accordingly, a voting exclusion statement is not included in this Notice.

6. □ RESOLUTIONS 6 AND 7 – APPROVAL OF ISSUE OF PERFORMANCE RIGHTS – MR JOHN DE VRIES OR HIS NOMINEE(S)

6.1 □ General

The Company is proposing, to issue performance rights to acquire Shares subject to the satisfaction of certain vesting conditions to Mr John de Vries (or his nominee(s)), under the Plan, as follows:

- (a) up to 241,379 Performance Rights as part of the equity component of his fixed annual remuneration, on the terms and conditions set out in Schedule 3 (**Remuneration Rights**), subject to obtaining Shareholder approval under Resolution 6; and
- (b) up to 9,445,518 Performance Rights to incentivise his performance in his role with the Company and progressing the Company's Mahenge Graphite Project, on the terms and conditions set out in Schedule 4 (**Incentive Rights**), subject to obtaining Shareholder approval under Resolution 7,

(together, the **Performance Rights**).

A summary of the Plan is set out in Schedule 1 to the Explanatory Statement.

Resolutions 6 and 7 seek Shareholder approval pursuant to Listing Rule 10.14 for the issue of the Remuneration Rights and Incentive Rights, respectively, to Mr John de Vries (or his nominee(s)) under the Plan.

6.2 □ Related Party Transactions Generally

Chapter 2E of the Corporations Act prohibits a public company from giving a financial benefit to a related party of the public company unless either:

- (a) the giving of the financial benefits falls within one of the nominated exceptions to the provision; or
- (b) Shareholder approval is obtained prior to the giving of the financial benefit and the benefit is given within 15 months after obtaining such approval.

For the purposes of Chapter 2E of the Corporations Act, Mr John de Vries is a related party of the Company.

In relation to Resolutions 6 and 7, the Board (excluding Mr John de Vries) has formed the view that Shareholder approval under section 208 of the Corporations Act is not required for the proposed issue of the Performance Rights as the issue, which forms part of the remuneration package for Mr John de Vries, is considered reasonable remuneration for the purposes of section 211 of the Corporations Act.

6.3 □ Listing Rule 10.14

Listing Rule 10.14 provides that an entity must not permit any of the following persons to acquire Equity Securities under an employee incentive scheme without the approval of its Shareholders:

- (a) a Director of the entity (Listing Rule 10.14.1);

- (b) an Associate of a person referred to in Listing Rule 10.14.1 (Listing Rule 10.14.2); and
- (c) a person whose relationship with the entity or a person referred to in Listing Rule 10.14.1 or 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by Shareholders.

The proposed grant of Performance Rights to Mr John de Vries (or his nominee(s)) pursuant to Resolutions 6 and 7 falls within Listing Rule 10.14.1 and therefore requires the approval of Shareholders under Listing Rule 10.14.

Approval pursuant to Listing Rule 7.1 is not required for the issue of the Performance Rights as approval is being obtained under Listing Rule 10.14. Accordingly, the issue of the Performance Rights to Mr John de Vries (or his nominee(s)) will not be included in the Company's 15% annual placement capacity in Listing Rule 7.1 or the maximum permitted number of Equity Securities issued under Listing Rule 7.2, exception 13(b).

The effect of Shareholders passing Resolutions 6 and 7 will be to allow the Company to issue the Remuneration Rights and Incentive Rights, respectively, to Mr John de Vries (or his nominee(s)) under the Plan.

If Resolutions 6 and 7 are not passed, the Company will not be able to proceed with the issue of the Remuneration Rights and Incentive Rights, respectively, to Mr John de Vries (or his nominee(s)) under the Plan, and the Company will have to consider alternative commercial means to incentivise Mr John de Vries, including payment by way of cash.

6.4 Total remuneration package

Mr John de Vries' annual total fixed remuneration (including superannuation) and the total financial benefit to be received by him in this current period, as a result of the grant of the Performance Rights the subject of Resolutions 6 and 7, is as follows:

Total fixed remuneration (A\$)	Value of Remuneration Rights (A\$)	Value of Incentive Rights (A\$)	Total Financial Benefit (A\$)
410,000	20,517	696,698	1,127,215

6.5 Valuation of Performance Rights

The Company's advisers have valued the Performance Rights proposed to be granted to Mr John de Vries (or his nominee(s)) under Resolutions 6 and 7 using the Share price as at the valuation date (assuming 100% probability of vesting) and a Monte Carlo simulation in respect of Milestone 4 for the Tranche B Incentive Rights only. The valuation of the Performance Rights has been prepared using the following assumptions:

Variable	Inputs		
	Remuneration Rights	Incentive Rights (Tranche A and Tranche B Milestones 1 to 3)	Incentive Rights (Tranche B Milestone 4)
Share price	\$0.085	\$0.085	\$0.085
Exercise price	-	-	-
Risk Free Interest Rate*	-	-	4.07% per annum
Volatility	-	-	76%
Expiry	30 June 2026	29 September 2028	29 September 2028
Value	\$0.085	\$0.085	\$0.0603

*Continuously compounded rate interpolated from the two-year Australian Government bond yields and the 6-month Bank Accepted Bills as at the valuation date.

Any change in the variables applied in the valuation between the date of the valuation and the date the Performance Rights are granted would have an impact on their value.

Based on the assumptions, it is considered that the estimated average value of the:

- (a) Remuneration Rights proposed to be granted to Mr John de Vries (or his nominee(s)) under Resolution 6 is \$0.085 per Remuneration Right or \$20,517 for all Remuneration Rights; and
- (b) Incentive Rights proposed to be granted to Mr John de Vries (or his nominee(s)) under Resolution 7 is \$0.085 (in respect of Tranche A and Tranche B Milestones 1 to 3) and \$0.0603 (in respect of Tranche B Milestone 4), or approximately \$696,698 for all Incentive Rights.

6.6 Specific information required by Listing Rule 10.15

Pursuant to and in accordance with Listing Rule 10.15, the following information is provided in relation to the proposed issue of the Performance Rights:

- (a) The Performance Rights will be issued under the Plan to Mr John de Vries (or his nominee(s)).
- (b) Mr John de Vries falls into the category stipulated by Listing Rule 10.14.1 by virtue of being a Director of the Company.
- (c) A maximum of:
 - (i) up to 241,379 Remuneration Rights will be issued to Mr John de Vries (or his nominee(s)), subject to Shareholder approval under Resolution 6; and

- (ii) up to 9,445,518 Incentive Rights will be issued to Mr John de Vries (or his nominee(s)), subject to Shareholder approval under Resolution 7.
- (d) Mr John de Vries is a Director of the Company and the issue of the Performance Rights the subject of Resolutions 6 and 7 forms part of Mr John de Vries' remuneration and is intended to incentivise his performance in his role with the Company, respectively. Mr John de Vries' current total remuneration package is set out above in Section 6.4.
- (e) 2,441,217 Performance Rights have previously been issued to Mr John de Vries under the Plan and the average acquisition price paid by Mr John de Vries for those Performance Rights was nil.
- (f) The Remuneration Rights and Incentive Rights will be issued on the terms and conditions set out in Schedules 3 and 4, respectively.
- (g) The Board considers that the grant of Performance Rights encourages Mr John de Vries to have a greater involvement in the achievement of the Company's objectives and to provide an incentive to strive to that end by participating in the future growth and prosperity of the Company through Share ownership. Under the Company's current circumstances, the Directors consider (in the absence of Mr John de Vries) that the incentives intended for the Participating Directors represented by the grant of these Performance Rights are a cost effective and efficient means for the Company to provide a reward and an incentive, as opposed to alternative forms of incentive, such as the payment of additional cash compensation.
- (h) As noted in Section 6.5 above, the Company's advisors have valued the Performance Rights. Based on the assumptions set out in Section 6.5, it is considered that the estimated value of the:
 - (i) Remuneration Rights proposed to be granted to Mr John de Vries (or his nominee(s)) under Resolution 6 is \$0.085 per Remuneration Right, or \$20,517 for all Remuneration Rights; and
 - (ii) Incentive Rights proposed to be granted to Mr John de Vries (or his nominee(s)) under Resolution 7 is \$0.085 (in respect of Tranche A and Tranche B Milestones 1 to 3) and \$0.0603 (in respect of Tranche B Milestone 4), or approximately \$696,698 for all Incentive Rights.
- (i) The Performance Rights will be issued to Mr John de Vries (or his nominee(s)) as soon as practicable following the Meeting and in any event not later than three years after the date of the Meeting.
- (j) The Performance Rights will be issued for nil cash consideration and will be provided as an incentive component to Mr John de Vries's remuneration package.
- (k) A summary of the material terms of the Plan is set out in Schedule 2.
- (l) No loan will be provided to Mr John de Vries in relation to the issue of the Performance Rights.

- (m) Details of any securities issued under the Plan will be published in the annual report of the Company relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14 (as appropriate).
- (n) Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of securities under the Plan after the resolution is approved and who were not named in the Notice will not participate until approval is obtained under Listing Rule 10.14.
- (o) A voting exclusion statement is included in the Notice.

6.7 **Board recommendation**

The Board (other than Mr John de Vries who has a personal interest in the outcome of Resolutions 6 and 7) recommends that Shareholders vote in favour of Resolutions 6 and 7.

The Board (other than Mr John de Vries) is not aware of any other information that would reasonably be required by the Shareholders to allow them to make a decision whether it is in the best interests of the Company to pass Resolutions 6 and 7.

6.8 **Additional information**

Resolutions 6 and 7 are ordinary resolutions.

Shareholders are urged to carefully read the Proxy Form and provide a direction to the proxy on how to vote on Resolutions 6 and 7.

7. **RESOLUTION 8 – APPROVAL OF POTENTIAL TERMINATION BENEFITS IN RELATION TO OF ISSUE OF PERFORMANCE RIGHTS – MR JOHN DE VRIES**

7.1 **Background**

Subject to the passing of Resolution 6, up to 241,379 Remuneration Rights, on the terms and conditions set out in Schedule 3, are proposed to be granted to Mr John de Vries (or his nominee(s)) under the Plan.

Subject to the passing of Resolution 7, up to 9,445,518 Incentive Rights, on the terms and conditions set out in Schedule 4, are proposed to be granted to Mr John de Vries (or his nominee(s)) under the Plan.

A summary of the material terms of the Plan is set out in Schedule 2.

Potential termination benefits may become payable to Mr John de Vries by virtue of the terms of the Performance Rights and the Plan in connection with his ceasing employment with the Company prior to the vesting of the Performance Rights

This Resolution seeks Shareholder approval for the giving of those potential termination benefits for all purposes of Part 2D.2 of the Corporations Act and Listing Rule 10.19 as set out in this Explanatory Statement.

If Resolution 6 is not passed, then this Resolution will have no effect in respect of the Remuneration Rights but will still apply to the Incentive Rights.

If Resolution 7 is not passed, then this Resolution will have no effect in respect of the Incentive Rights but will still apply to the Remuneration Rights.

7.2 Potential termination benefits payable to Mr John de Vries

The terms of the Remuneration Rights provide that, subject to the Board's discretion to determine otherwise, if Mr John de Vries ceases employment or consultancy with the Company, prior to the Remuneration Rights vesting, a pro-rata number of Remuneration Rights (determined with reference to the date of cessation) will vest on the date of cessation (and any unvested Remuneration Rights will lapse immediately).

In addition, the Plan provides the Board with a general discretion to determine to (amongst other things) do the following in respect of the Performance Rights the subject of Resolutions 6 and 7 to be granted under the Plan (which, for the avoidance of doubt, includes both the Remuneration Rights and the Incentive Rights):

- (a) waive any vesting conditions applicable to the Performance Rights that have not been met or cannot be met by the relevant date; and
- (b) permit some or all of the unvested Performance Rights to vest,

in the context of Mr John de Vries' cessation of employment with the Company.

The term "benefit" has a wide operation and would include the exercise of discretion of any of the above circumstances.

The exercise of this discretion by the Board may constitute a "benefit" for the purposes of section 200B of the Corporations Act and ASX Listing Rule 10.19. The Company is therefore seeking Shareholder approval under Resolution 8 for the exercise of the Board's discretion in respect of the Performance Rights the subject of Resolutions 6 and 7.

7.3 Sections 200B and 200E of the Corporations Act

Part 2D.2 of the Corporations Act restricts the benefits that can be given to persons who hold a "managerial or executive office" (as defined in the Corporations Act), or persons who have in the 3 years before their termination held a managerial or executive office, on leaving their employment with the Company or ceasing to be appointed as a director of the Company or any of its related bodies corporate, unless an exception applies.

Section 200B of the Corporations Act applies to managerial or executive officers of the Company or any of its subsidiaries, or persons who have held a managerial or executive position in the three years prior to their ceasing employment, which will include Mr John de Vries.

Under section 200B of the Corporations Act, a company may only give a person a benefit in connection with their ceasing to hold a managerial or executive office in the company or a related body corporate if it is approved by shareholders under section 200E of the Corporations Act or another exemption applies.

Accordingly, Shareholder approval is sought for the purposes of section 200E of the Corporations Act to allow the Company to deal with the Performance Rights upon termination or cessation of employment of Mr John de Vries in accordance with the terms and conditions of the Performance Rights and/or the Plan, where to do so would involve giving a "benefit" to Mr John de Vries in connection with him ceasing to hold a managerial or executive office.

The approval is sought in relation to the Performance Rights, comprising the Remuneration Rights and Incentive Rights proposed to be granted to Mr John de Vries (or his nominee(s)) under Resolutions 6 and 7, respectively.

The value of any benefit relating to the Performance Rights given in connection with Mr John de Vries ceasing to hold managerial or executive office cannot presently be ascertained. However, based on the current Share price, the maximum value would be the amount:

- (a) per Remuneration Right set out in Section 6.5 above, multiplied by 241,379; and
- (b) per Incentive Right set out in Section 6.5 above, multiplied by 9,445,518

The matters, events and circumstances that will, or are likely to, affect the calculation of that value are:

- (a) the number of Performance Rights held by Mr John de Vries (or his nominee(s)) prior to termination or cessation of his employment or office;
- (b) Mr John de Vries' length of service and the status of the vesting conditions attaching to the Performance Rights at the time his employment or office ceases;
- (c) whether the vesting conditions are waived or (if not waived) met, and the number of Performance Rights (which could be a portion of or all of the Performance Rights held by Mr John de Vries (or his nominee(s))); and
- (d) the market price of the Company's Shares on ASX on the date Shares are issued to Mr John de Vries (or his nominee(s)) upon exercise of the Performance Rights.

7.4 **Listing Rule 10.19**

Listing Rule 10.19 provides that without shareholder approval, an entity must ensure that no officer of the entity or any of its child entities will be, or may be, entitled to termination benefits if the value of those benefits and the termination benefits that are or may become payable to all officers together exceed 5% of the equity interests of the entity as set out in the latest accounts given to ASX under the Listing Rules (**5% Threshold**). Accordingly, Shareholder approval is being sought on the basis that, if Resolutions 6 and 7 are passed, officers of the Company (including Mr John de Vries) may be entitled to termination benefits under the Plan which exceed the 5% Threshold.

Depending upon the value of the termination benefits (see above), and the equity interests of the Company at the time such benefits may crystallise, it is uncertain if such payment would exceed the 5% Threshold. In the event of such termination benefits crystallising, the Company will comply with Listing Rule 10.19 if this Resolution is approved by Shareholders.

7.5 **Consequences of passing the Resolution**

If Resolution 8 is passed, the Company will be able to give termination benefits which may exceed the 5% Threshold to Mr John de Vries in connection with Mr John de Vries ceasing to hold that managerial or executive office in accordance with the rules of the Performance Rights and the Plan, as detailed in Section 7.2 above.

If Resolution 8 is not passed, the Company will not be able to give termination benefits to Mr John de Vries (or his nominee(s)) unless:

- (a) the Company obtains future Shareholder approval under section 200E of the Corporations Act for the giving of the particular termination benefit or another exemption to the restriction in section 200B of the Corporations Act applies; or
- (b) the Company obtains future Shareholder approval under Listing Rule 10.19 or those termination benefits along with termination benefits payable to all officers will not exceed the 5% Threshold.

The Chair intends to vote all available proxies in favour of Resolution 8.

GLOSSARY

\$ means Australian dollars.

5% Threshold has the meaning given in Section 7.4.

7.1A Mandate has the meaning given in Section 5.1.

Accounting Standards has the meaning given to that term in the Corporations Act.

Annual General Meeting or **Meeting** means the meeting convened by the Notice.

ASIC means the Australian Securities & Investments Commission.

Associate has the meaning given to that term in the Listing Rules.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by ASX Limited, as the context requires.

Attaching Option has the meaning given in Section 4.1.

AWST means western standard time as recognised in Perth, Western Australia.

Board means the current board of Directors of the Company.

Business Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

Chair means the individual elected to chair any meeting of the Company from time to time.

Closely Related Party has the meaning given to that term in the Corporations Act.

Company means Black Rock Mining Limited (ACN 094 551 336).

Constitution means the Company's constitution.

Corporations Act means the *Corporations Act 2001* (Cth).

Directors means the directors of the Company.

Equity Securities has the meaning given to that term in the Listing Rules.

Explanatory Statement means the explanatory statement accompanying the Notice.

Incentive Rights has the meaning given in Section 6.1..

Key Management Personnel has the meaning given to that term in the Accounting Standards.

Listing Rules means the Listing Rules of ASX.

Managing Director means the managing director of the Company.

Notice or **Notice of Meeting** means this notice of meeting including the Explanatory Statement and the Proxy Form.

Option means an option to acquire a Share.

Performance Rights has the meaning given in Section 6.1.

Placement has the meaning given in Section 4.1.

Placement Securities has the meaning given in Section 4.1.

Placement Shares has the meaning given in Section 4.1.

Plan means the Company's Employee Securities Incentive Plan approved by Shareholders at the Company's annual general meeting on 28 November 2022, a summary of which is set out in Schedule 2.

Previous Approval has the meaning given in Section 5.3.

Previous Issue has the meaning given in Section 5.3.

Proxy Form means the proxy form accompanying the Notice by way of email where the Shareholder has elected to receive notices by email, or the personalised proxy form accompanying the postcard circulated by way of post where the Shareholder has not elected to receive notices by email.

Relevant Period has the meaning given in Section 5.2.

Remuneration Report means the remuneration report set out in the Director's report section of the Company's annual financial report for the year ended 30 June 2023.

Remuneration Rights has the meaning given in Section 6.1.

Resolution means a resolution contained in the Notice.

Restricted Voter means Key Management Personnel and their Closely Related Parties as at the date of the Meeting.

Section means a section of the Explanatory Statement.

Shareholder means a registered holder of a Share.

Share means a fully paid ordinary share in the capital of the Company.

Spill Meeting has the meaning given in Section 2.2.

Spill Resolution has the meaning given in Section 2.2.

Variable A means "A" as set out in the formula in Listing Rule 7.1A.2.

SCHEDULE 1 – TERMS & CONDITIONS OF ATTACHING OPTIONS

(a) **Entitlement**

Each Attaching Option entitles the holder to subscribe for one Share upon exercise of the Attaching Option.

(b) **Exercise Price**

Subject to paragraph (i), the amount payable upon exercise of each Attaching Option will be \$0.20 (**Exercise Price**).

(c) **Expiry Date**

Each Attaching Option will expire at 5:00pm (AWST) on 19 June 2025 (**Expiry Date**). An Attaching Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(d) **Exercise Period**

The Attaching Options are exercisable any time prior to the Expiry Date (**Exercise Period**).

(e) **Notice of Exercise**

The Attaching Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Attaching Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Attaching Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

(f) **Exercise Date**

A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Attaching Option being exercised in cleared funds (**Exercise Date**).

(g) **Timing of issue of Shares on exercise**

Within 5 Business Days after the Exercise Date, the Company will:

- (i) issue the number of Shares required under these terms and conditions in respect of the number of Attaching Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
- (ii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
- (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Attaching Options.

If a notice delivered under (i)(ii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company

must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(h) **Shares issued on exercise**

Shares issued on exercise of the Attaching Options rank equally with the then issued shares of the Company.

(i) **Reconstruction of capital**

If at any time the issued capital of the Company is reconstructed, all rights of an optionholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

(j) **Participation in new issues**

There are no participation rights or entitlements inherent in the Attaching Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Attaching Options without exercising the Attaching Options.

(k) **Change in exercise price**

An Attaching Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Attaching Option can be exercised.

(l) **Transferability**

The Attaching Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.

SCHEDULE 2 – SUMMARY OF EMPLOYEE SECURITIES INCENTIVE PLAN

1. **(Eligible Participant):** A person is eligible to participate in the Plan (Eligible Participant) if they have been determined by the Board to be eligible to participate in the Plan from time to time and are an “ESS participant” (as that term is defined in Division 1A) in relation to the Company or an associated entity of the Company.

This relevantly includes, amongst others:

- (a) an employee or director of the Company or an individual who provides services to the Company;
 - (b) an employee or director of an associated entity of the Company or an individual who provides services to such an associated entity;
 - (c) a prospective person to whom paragraphs (a) or (b) apply;
 - (d) a person prescribed by the relevant regulations for such purposes; or
 - (e) certain related persons on behalf of the participants described in paragraphs (a) to (d) (inclusive).
2. **(Maximum allocation)** The Company must not make an offer of Securities under the Plan in respect of which monetary consideration is payable (either upfront, or on exercise of convertible securities) where:

- (a) the total number of Plan Shares (as defined in paragraph 13 below) that may be issued or acquired upon exercise of the convertible securities offered; plus
- (b) the total number of Plan Shares issued or that may be issued as a result of offers made under the Plan at any time during the previous 3 year period,

would exceed 5% of the total number of Shares on issue at the date of the offer or such other limit as may be specified by the relevant regulations or the Company’s Constitution from time to time.

3. **(Purpose): The purpose of the Plan is to:**

- (a) assist in the reward, retention and motivation of Eligible Participants;
- (b) link the reward of Eligible Participants to Shareholder value creation; and
- (c) align the interests of Eligible Participants with shareholders of the Company and each of its Associated Bodies Corporate (the **Group**), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of Securities.

4. **(Plan administration):** The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion, subject to compliance with applicable laws and the Listing Rules. The Board may delegate its powers and discretion.

5. **(Eligibility, invitation and application):** The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an invitation to that Eligible Participant to apply for Securities on such terms and conditions as the

Board decides. An invitation issued under the Plan will comply with the disclosure obligations pursuant to Division 1A.

On receipt of an invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part. If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation.

A waiting period of at least 14 days will apply to acquisitions of Securities for monetary consideration as required by the provisions of Division 1A.

6. **(Grant of Securities):** The Company will, to the extent that it has accepted a duly completed application, grant the successful applicant (Participant) the relevant number of Securities, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.
7. **(Terms of Convertible Securities):** Each 'Convertible Security' represents a right to acquire one or more Shares (for example, under an option or performance right), subject to the terms and conditions of the Plan.

Prior to a Convertible Security being exercised a Participant does not have any interest (legal, equitable or otherwise) in any Share the subject of the Convertible Security by virtue of holding the Convertible Security. A Participant may not sell, assign, transfer, grant a security interest over or otherwise deal with a Convertible Security that has been granted to them. A Participant must not enter into any arrangement for the purpose of hedging their economic exposure to a Convertible Security that has been granted to them.

8. **(Vesting of Convertible Securities):** Any vesting conditions applicable to the grant of Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that Convertible Security will lapse.
9. **(Exercise of Convertible Securities and cashless exercise):** To exercise a Convertible Security, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise of Convertible Securities (see below), pay the exercise price (if any) to or as directed by the Company, at any time prior to the earlier of any date specified in the vesting notice and the expiry date as set out in the invitation.

At the time of exercise of the Convertible Securities, and subject to Board approval, the Participant may elect not to be required to provide payment of the exercise price for the number of Convertible Securities specified in a notice of exercise, but that on exercise of those Convertible Securities the Company will transfer or issue to the Participant that number of Shares equal in value to the positive difference between the Market Value of the Shares at the time of exercise and the exercise price that would otherwise be payable to exercise those Convertible Securities.

Market Value means, at any given date, the volume weighted average price per Share traded on the ASX over the 5 trading days immediately preceding that given date, unless otherwise specified in an invitation.

A Convertible Security may not be exercised unless and until that Convertible Security has vested in accordance with the Plan rules, or such earlier date as set out in the Plan rules.

10. **(Delivery of Shares on exercise of Convertible Securities):** As soon as practicable after the valid exercise of a Convertible Security by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.
11. **(Forfeiture of Convertible Securities):** Where a Participant who holds Convertible Securities ceases to be an Eligible Participant or becomes insolvent, all unvested Convertible Securities will automatically be forfeited by the Participant, unless the Board otherwise determines in its discretion to permit some or all of the Convertible Securities to vest.

Where the Board determines that a Participant has acted fraudulently or dishonestly, or wilfully breached his or her duties to the Group, the Board may in its discretion deem all unvested Convertible Securities held by that Participant to have been forfeited.

Unless the Board otherwise determines, or as otherwise set out in the Plan rules, any Convertible Securities which have not yet vested will be forfeited immediately on the date that the Board determines (acting reasonably and in good faith) that any applicable vesting conditions have not been met or cannot be met by the relevant date; and any Convertible Securities which have not yet vested will be automatically forfeited on the expiry date specified in the invitation.

12. **(Change of control):** If a Change of Control Event occurs in relation to the Company, or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the Participant's Convertible Securities will be dealt with, including, without limitation, in a manner that allows the Participant to participate in and/or benefit from any transaction arising from or in connection with the Change of Control Event.

A "**Change of Control Event**" means:

- (a) a change in control (as defined in section 50AA of the Corporations Act) of the Company;
- (b) where members of the Company approve any compromise or arrangement for the purpose of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other body corporate or bodies corporate (other than a scheme that does not involve a change in the ultimate beneficial ownership of the Company), which will, upon becoming effective, result in any person (either alone or together with its Associates) owning more than fifty per cent (50%) of issued capital;
- (c) where a person becomes the legal or the beneficial owner of, or has a Relevant Interest in, more than fifty per cent (50%) of issued capital;

- (d) where a person becomes entitled to acquire, hold or has an equitable interest in more than fifty per cent (50%) of issued capital; and
- (e) where a Takeover Bid is made to acquire more than fifty per cent (50%) of Issued Capital (or such lesser number of Shares that when combined with the Shares that the bidder (together with its Associates) already owns will amount to more than 50% of issued capital) and the Takeover Bid becomes unconditional and the bidder (together with its Associates) has a Relevant Interest in more than 50% of issued capital,

but, for the avoidance of doubt, does not include any internal reorganisation of the structure, business and/or assets of the Group.

- 13. **(Rights attaching to Plan Shares):** All Shares issued under the Plan, or issued or transferred to a Participant upon the valid exercise of a Convertible Security, (**Plan Shares**) will rank pari passu in all respects with the Shares of the same class. A Participant will be entitled to any dividends declared and distributed by the Company on the Plan Shares and may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares. A Participant may exercise any voting rights attaching to Plan Shares.
- 14. **(Disposal restrictions on Securities):** If the invitation provides that any Plan Shares or Convertible Securities are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction.
- 15. **(Adjustment of Convertible Securities):** If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Convertible Securities will be changed to the extent necessary to comply with the Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.

If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Convertible Securities is entitled, upon exercise of the Convertible Securities, to receive an allotment of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Convertible Securities are exercised.

Unless otherwise determined by the Board, a holder of Convertible Securities does not have the right to participate in a pro rata issue of Shares made by the Company or sell renounceable rights.

- 16. **(Participation in new issues):** There are no participation rights or entitlements inherent in the Convertible Securities and holders are not entitled to participate in any new issue of Shares of the Company during the currency of the Convertible Securities without exercising the Convertible Securities.
- 17. **(Amendment of Plan):** Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.

No amendment to any provision of the Plan rules may be made if the amendment materially reduces the rights of any Participant as they existed before the date of

the amendment, other than an amendment introduced primarily for the purpose of complying with legislation or to correct manifest error or mistake, amongst other things, or is agreed to in writing by all Participants.

18. **(Plan duration):** The Plan continues in operation until the Board decides to end it. The Board may from time to time suspend the operation of the Plan for a fixed period or indefinitely, and may end any suspension. If the Plan is terminated or suspended for any reason, that termination or suspension must not prejudice the accrued rights of the Participants.

SCHEDULE 3 – TERMS & CONDITIONS OF REMUNERATION RIGHTS

The rules of the Plan and the following terms and conditions apply to the Remuneration Rights to be granted to Mr John de Vries (or his nominee(s)), subject to Shareholder approval:

1. **(Number)**: The number of Remuneration Rights to be granted to the holder has been calculated by dividing the value of the equity component of the holder's annual remuneration of \$28,700 by \$0.1189, being the volume-weighted average price of a Share over the twenty (20) trading days up to and including 30 June 2023.
2. **(Exercise price)**: Nil.
3. **(Vesting Conditions)** Subject to the holder's continued employment or consultancy with the Company, the Remuneration Rights will vest on the first to occur of the following:
 - (a) approval of the Board for final investment decision (FID); or
 - (b) 30 June 2024,(each a **Vesting Date**).
4. **(Vesting)** Subject to the satisfaction of the Vesting Conditions in clause 3, the Company will notify the holder in writing (**Vesting Notice**) within 3 Business Days of becoming aware that the relevant Vesting Condition has been satisfied.

Subject to the Board's discretion to determine otherwise, if the holder ceases employment or consultancy prior to the Vesting Date, a pro-rata number of Remuneration Rights (determined with reference to the date of cessation) will vest on the date of cessation. Any Remuneration Rights that do not vest will lapse immediately.
5. **(Exercise)**
 - (a) Any time between the Vesting Date and the Expiry Date (as defined in clause 6 below), the holder may apply to exercise Remuneration Rights by delivering a signed notice of exercise to the Company Secretary.
 - (b) The holder is not required to pay a fee to exercise the Remuneration Rights.
 - (c) The holder will be required to exercise all Remuneration Rights with one Notice.
 - (d) The holder cannot exercise only a portion of Remuneration Rights or exercise Remuneration Rights at different times.
 - (e) Subject to the rules of the Plan and the Board's discretion to determine otherwise, where the holder ceases employment before exercise of vested Remuneration Rights, the holder must exercise Remuneration Rights within three (3) months following the date of cessation. Any vested

Remuneration Rights which are not exercised during this period will lapse immediately following the end of the period.

6. **(Expiry Date)** The Remuneration Rights will expire and lapse at 5.00pm (AWST) on the date that is 2 years after the Vesting Date (being 30 June 2026).
7. **(Transfer)** The Remuneration Rights are not transferable, subject to the Board's discretion or by force of law upon death or bankruptcy.
8. **(Entitlements and bonus issues)** Subject always to the rights under clause 9, the holder will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.
9. **(Reorganisation of capital)** In the event that the issued capital of the Company is reconstructed, all the holder's rights will be changed to the extent necessary to comply with the ASX Listing Rules at the time of reorganisation provided that, subject to compliance with the Listing Rules, following such reorganisation the holder's economic and other rights are not diminished or terminated.
10. **(Voting rights)** A Remuneration Right does confer on the holder any right to vote, except as otherwise required by law.
11. **(Dividend rights)** A Remuneration Right does confer any entitlement to a dividend, whether fixed or at the discretion of the Directors.
12. **(Return of capital rights)** The Remuneration Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
13. **(Rights on winding up)** The Remuneration Rights have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.
14. **(Takeovers prohibition):**
 - (a) the issue of Shares on exercise of the Remuneration Rights is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and
 - (b) the Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Remuneration Rights.
15. **(Issue of Shares)**

As soon as practicable after the later of the following:

 - (a) the Company receives a Notice of Exercise or if the Remuneration Rights convert under the rules of the Plan; and
 - (b) when excluded information in respect to the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information,

the Company will:

- (c) issue the Shares specified in the Notice of Exercise;
- (d) give ASX a notice that complies with section 708A(5)(e) of the Corporations Act (to the extent required); and
- (e) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Remuneration Rights.

If the Company is unable to deliver a notice under clause 15(d) or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Shares issued on exercise of the Remuneration Rights may not be traded and will be subject to a holding lock until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act.

- 16. **(Ranking)** All Shares issued upon the conversion of Remuneration Rights will rank equally in all respects with other ordinary Shares.
- 17. **(Quotation)** Remuneration Rights will not be quoted on ASX. On conversion of Remuneration Rights into Shares, the Company will apply for quotation in accordance with clause 15(e).
- 18. **(No other rights)** A Remuneration Right does not give a holder any rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
- 19. **(Amendments required by ASX)** The terms of the Remuneration Rights may be amended as considered necessary by the Board in order to comply with the Listing Rules or applicable law, or any directions of ASX regarding the terms provided that, subject to compliance with the Listing Rules and applicable law, following such amendment, the economic and other rights of the holder are not diminished or terminated.

□

SCHEDULE 4 – TERMS & CONDITIONS OF INCENTIVE RIGHTS

The rules of the Plan and the following terms and conditions apply to the Incentive Rights to be granted to Mr John de Vries (or his nominee(s)), subject to Shareholder approval:

1. **(Entitlement)**: Subject to the terms and conditions set out below, each Incentive Right, once vested, entitles the holder to the issue of one Share.
2. **(Issue Price)**: The Incentive Rights are issued for nil cash consideration.
3. **(Vesting Conditions)**: Subject to the terms and conditions set out below, the Incentive Rights will have following vesting conditions and vest in the numbers set out below (**Vesting Conditions**).

Tranche A Incentive Rights

848,621 Incentive Rights will vest as follows:

Gateways to Award	
Safety	No fatalities / total or permanent disabling injuries
Environment	No 'material' environmental breaches (defined by the Environmental incident rating and classification of event)
ESG	No material community or reputational issues

Hurdle	KPI and Measure	Weighting	Target (100%)	Comments
Hurdle 1	Performance Test Completed and Passed	100%	30-Jun-26	Safe, performing to quality specifications and Product to customer is within guidance. Performance tested against loan documents

Tranche B Incentive Rights

8,596,897 Incentive Rights (**Tranche B Rights**) will vest as follows:

Tranche B Rights weighted on personal performance will be subject to the individuals agreed key performance indicators (**KPI**) as the Vesting Condition. KPI's will be agreed and signed off by the individual and the individual's reporting manager.

The Tranche B Rights weighted on the Company Vesting Conditions will be subject to the below milestones:

Gateways to Award	
Safety	No fatalities / total or permanent disabling injuries
Environment	No 'material' environmental breaches (defined by the Environmental incident rating and classification of event)
ESG	No material community or reputational issues

Hurdle	KPI and Measure	Weighting	Target (100%)	Comments
Milestone 1	Final Investment Decision	40%	30-Jun-25	Binary outcome - All financing, permitting and planning completed to a BoD approved decision point
Milestone 2	First debt draw down	40%	30-Jun-25	Technical and E&S action plan (approx 1 year after FID) and meets criteria to enable debt draw down
Milestone 3	Start Structural Mechanical Piping (SMP)	20%	30-Jun-25	Binary outcome - SMP contract award on detailed design and engineering complete; and mobilised on site <i>(assuming current schedule and January 2024 commencement this would be April 2025) .</i>
Milestone 4	BKT performance against Peer Group	100%	30-Jun-25	Total shareholder return based measure - peer group and quartile ranking
Total		200%		

Absolute TSR Measure

A proportional vesting of Tranche B Rights will occur on the basis of the total share return (TSR) against the Board approved Peer Group from 1 July 2023 and 30 June 2025. The proportional vesting will occur as follows.

TSR is <50th percentile	TSR is between the 50th and the 75th percentile	TSR is >75th percentile
0% of the Tranche B Rights will vest	pro rata vesting will occur between 0-100% of the Tranche B Rights	100% of the Tranche B Rights will vest


4. **(Vesting):** Subject to the satisfaction of the Vesting Conditions, the Company will notify the Holder in writing (**Vesting Notice**) within 3 Business Days of becoming aware that the relevant Vesting Condition has been satisfied.
5. **(Expiry Date):** The Incentive Rights will expire and lapse on the first to occur of the following:
 - (a) the Vesting Condition becoming incapable of satisfaction due to the cessation of employment of the holder with the Company (or any of its subsidiary entities) (subject to the exercise of the Board's discretion under the Plan); and


- (b) 5pm AWST on the date which is five years after the date of grant of the Incentive Rights (being 29 September 2028) (**Expiry Date**).
6. (**Exercise**): At any time between receipt of a Vesting Notice and the Expiry Date (as defined in clause 5 above), the holder may apply to exercise Incentive Rights by delivering a signed notice of exercise to the Company Secretary. The holder is not required to pay a fee to exercise the Incentive Rights.
7. (**Issue of Shares**): As soon as practicable after the valid exercise of a vested Incentive Right, the Company will:
- (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled;
 - (b) issue a substitute Certificate for any remaining unexercised Incentive Rights held by the holder;
 - (c) if required, and subject to clause 8, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and
 - (d) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the Listing Rules.
8. (**Restrictions on transfer of Shares**): If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of the Incentive Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act. The Company is authorised by the holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.
9. (**Ranking**): All Shares issued upon the conversion of Incentive Rights will upon issue rank equally in all respects with other Shares.
10. (**Transferability**): The Incentive Rights are not transferable, except with the prior written approval of the Company at its sole discretion and subject to compliance with the Corporations Act and Listing Rules.
11. (**Dividend rights**): An Incentive Right does not entitle the holder to any dividends, whether fixed or at the discretion of the Directors.
12. (**Voting rights**): An Incentive Right does not entitle the holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the Listing Rules where such rights cannot be excluded by these terms.

13. **(Quotation of the Incentive Rights)** The Company will not apply for quotation of the Incentive Rights on any securities exchange.
14. **(Adjustments for reorganisation):** If there is any reorganisation of the issued share capital of the Company, the rights of the Incentive Rights holder will be varied in accordance with the Listing Rules.
15. **(Entitlements and bonus issues):** Subject to the rights under clause 16, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.
16. **(Bonus issues):** If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment), the number of Shares which must be issued on the exercise of a vested Incentive Right will be increased by the number of Shares which the holder would have received if the holder had exercised the Incentive Right before the record date for the bonus issue.
17. **(Return of capital rights):** The Incentive Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
18. **(Rights on winding up):** The Incentive Rights have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.
19. **(Takeovers prohibition):**
 - (a) the issue of Shares on exercise of the Incentive Rights is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and
 - (b) the Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Incentive Rights.
20. **(No other rights)** An Incentive Right does not give a holder any rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
21. **(Amendments required by ASX)** The terms of the Incentive Rights may be amended as considered necessary by the Board in order to comply with the Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the Listing Rules, following such amendment, the economic and other rights of the holder are not diminished or terminated.
22. **(Plan)** The Incentive Rights are issued pursuant to and are subject to the Plan. In the event of conflict between a provision of these terms and conditions and the Plan, these terms and conditions prevail to the extent of that conflict.

23. **(Constitution)** Upon the issue of the Shares on exercise of the Incentive Rights, the holder will be bound by the Company's Constitution.

Need assistance?

 **Phone:**
1300 850 505 (within Australia)
+61 3 9415 4000 (outside Australia)

 **Online:**
www.investorcentre.com/contact



YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **2:00pm (AWST) on Wednesday, 22 November 2023.**

Proxy Form

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

APPOINTMENT OF PROXY

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

Individual: Where the holding is in one name, the securityholder must sign.

Joint Holding: Where the holding is in more than one name, all of the securityholders should sign.

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

PARTICIPATING IN THE MEETING

Corporate Representative

If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at www.investorcentre.com/au and select "Printable Forms".

Lodge your Proxy Form:

Online:

Lodge your vote online at www.investorvote.com.au using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is



Control Number: 183235

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

By Mail:

Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia

By Fax:

1800 783 447 within Australia or
+61 3 9473 2555 outside Australia



PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.

Change of address. If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.

Proxy Form

Please mark to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

I/We being a member/s of Black Rock Mining Limited hereby appoint

the Chairman of the Meeting **OR**

PLEASE NOTE: Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Annual General Meeting of Black Rock Mining Limited to be held at The Park Business Centre, 45 Ventnor Avenue, West Perth, WA 6005 on Friday, 24 November 2023 at 2:00pm (AWST) and at any adjournment or postponement of that meeting.

Chairman authorised to exercise undirected proxies on remuneration related resolutions: Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Resolutions 1, 6, 7 and 8 (except where I/we have indicated a different voting intention in step 2) even though Resolutions 1, 6, 7 and 8 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

Important Note: If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Resolutions 1, 6, 7 and 8 by marking the appropriate box in step 2.

Step 2 Items of Business

PLEASE NOTE: If you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

		For	Against	Abstain
Resolution 1	Non-Binding Resolution to adopt Remuneration Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2	Re-election of Director – Mr Ian Murray	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3	Ratification of prior issue of Placement Shares – Listing Rule 7.1A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4	Ratification of prior issue of Attaching Options – Listing Rule 7.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 5	Approval of 7.1A Mandate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 6	Approval of issue of Remuneration Rights – Mr John De Vries or his nominee(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 7	Approval of issue of Incentive Rights – Mr John De Vries or his nominee(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 8	Approval of potential termination benefits in relation to issue of Performance Rights – Mr John De Vries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

Step 3 Signature of Securityholder(s) *This section must be completed.*

Individual or Securityholder 1 Securityholder 2 Securityholder 3 / /
 Sole Director & Sole Company Secretary Director Director/Company Secretary Date

Update your communication details (Optional)

Mobile Number Email Address By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically

