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

FORM 8-K
CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 25, 2024

5E ADVANCED MATERIALS, INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-41279
(Commission File Number)

87-3426517
(IRS Employer
Identification No.)

9329 Mariposa Road, Suite 210
Hesperia, California
(Address of Principal Executive Offices)

92344
(Zip Code)

Registrant's Telephone Number, Including Area Code: (442) 221-0225

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$0.01 par value per share	FEAM	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☒

Item 1.01 Entry into a Material Definitive Agreement.

On August 25, 2024, 5E Advanced Materials, Inc. (the “Company”) entered into commitment letters (the “Debt Commitment Letters”) with BEP Special Situations IV LLC (“Bluescape”) and Ascend Global Investment Fund SPC, for and on behalf of Strategic SP (“Ascend,” and together with Bluescape, the “Commitment Parties”), pursuant to which each of the Commitment Parties has agreed to purchase \$3.0 million aggregate principal amount of the Company’s secured convertible promissory notes (the “Notes”) in a private placement, subject to the terms and conditions set forth therein (the “Debt Financing”). The funding of the Debt Financing pursuant to the Debt Commitment Letters is contingent on the satisfaction of certain conditions set forth therein, including the Company’s consummation of an equity financing (the “Equity Financing”) and the amendment of the Company’s existing Amended and Restated Note Purchase Agreement. The Notes will be substantially identical to the Company’s outstanding secured convertible promissory notes, and the conversion price for the Notes will be 125% of the price per share of the shares sold in the Equity Financing. Unless otherwise agreed by the parties, the Debt Commitment Letters will terminate on September 17, 2024 if the Debt Financing has not been consummated before such date. The proceeds from the Debt Financing will be used by the Company to advance its FEL-2 engineering program towards completion while providing working capital to continue operating its small-scale facility and progressing the Company’s customer qualification program.

The foregoing summary of the Debt Commitment Letters is qualified in its entirety by reference to the full text of the Bluescape Debt Commitment Letter and the Ascend Debt Commitment Letter, which are attached as Exhibits 10.1 and 10.2 to this Current Report, respectively, and incorporated herein by reference.

Item 8.01 Other Events.

The Company announced that its cash and cash equivalents as of June 30, 2024 was \$4.9 million.

Forward-Looking Statements

The information in this Form 8-K include “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. All statements other than statements of historical fact included in this Form 8-K regarding the Company’s plans, goals, and objectives are forward-looking statements. When used in this Form 8-K, the words “believe,” “project,” “expect,” “anticipate,” “estimate,” “intend,” “budget,” “target,” “aim,” “strategy,” “plan,” “guidance,” “outlook,” “intent,” “may,” “should,” “could,” “will,” “would,” “will be,” “will continue,” “will likely result,” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words. These forward-looking statements are based on the Company’s current expectations and assumptions about future events and are based on currently available information as to the outcome and timing of future events. The Company cautions you that these forward-looking statements are subject to all of the risks and uncertainties, most of which are difficult to predict and many of which are beyond our control. These risks include, but are not limited to: uncertainties as to the timing to consummate the Debt Financing or an Equity Financing, if at all; the impact of transaction costs; the effects of any unknown liabilities; and other risks and uncertainties set forth in our filings with the U.S. Securities and Exchange Commission from time to time. Should one or more of these risks or uncertainties occur, or should underlying assumptions prove incorrect, our actual results and plans could differ materially from those expressed in any forward-looking statements. These risks are not exhaustive and the information in this Form 8-K may be subject to additional risks. No representation or warranty (express or implied) is made as to, and no reliance should be placed on, any information, including projections, estimates, targets, and opinions contained herein, and no liability whatsoever is accepted as to any errors, omissions, or misstatements contained herein. You are cautioned not to place undue reliance on any forward-looking statements, which speak only as to the date of this Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Debt Commitment Letter, dated August 25, 2024, by and between the Company and Bluescape.
10.2	Debt Commitment Letter, dated August 25, 2024, by and between the Company and Ascend.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

5E Advanced Materials, Inc.

Date: August 26, 2024

By: /s/ Paul Weibel

Paul Weibel
Chief Executive Officer

BEP SPECIAL SITUATIONS IV LLC

August 25, 2024

5E Advanced Materials, Inc (“**FEAM**”)
9329 Mariposa Road, Suite 210
Hesperia, CA 92344

Amended and Restated Note Purchase Agreement

Debt Commitment Letter

Ladies and Gentlemen:

You have advised BEP Special Situations IV LLC (“**BEP**” or “**Debt Investor**” and together with each other person, if any, nominated by the Debt Investor as a “Commitment Party” after the date of this Debt Commitment Letter, “**we**” or “**us**” and each, a “**Commitment Party**” and, collectively, the “**Commitment Parties**”), that:

(a) You intend to enter, on the date of this letter agreement (this “**Debt Commitment Letter**”), into a securities purchase agreement with one or more investors (collectively, the “**Equity Investor**”), in the form agreed to by us and attached hereto as Exhibit A (“**Securities Purchase Agreement**”), pursuant to which you will (i) issue and sell to the Equity Investor, shares of FEAM’s common stock for an amount of \$4,000,000, and (ii) issue to the Equity Investor, warrants to purchase shares of FEAM’s common stock, in each case on the terms set out in the Securities Purchase Agreement.

(b) Ascend Global Investment Fund SPC, a segregated portfolio company incorporated under the laws of the Cayman Islands, for and on behalf of Strategic SP (“**Ascend**”), together with the Debt Investor and Meridien Investments Corporation (“**Meridien**”), is the holder of convertible secured promissory notes (“**Existing Notes**”) currently outstanding as of the date hereof pursuant to the amended and restated note purchase agreement dated as of January 18, 2024 among (i) FEAM, as issuer, (ii) certain subsidiaries of FEAM, as guarantors, (iii) BEP, as purchaser, (iv) Ascend, as purchaser, (v) Meridien, as purchaser and (vi) Alter Domus (US) LLC, as collateral agent, and as may be further amended, restated, supplemented or otherwise modified from time to time (the “**Note Purchase Agreement**”).

(d) Subject to the closing and funding under the Securities Purchase Agreement, each of Ascend and BEP shall acquire an additional \$3,000,000 in aggregate principal amount of convertible secured promissory notes (the “**New Notes**”) issued pursuant to the Note Purchase Agreement, which shall be further amended and restated on such terms acceptable to each of Ascend and BEP to provide for the issuance of the New Notes and to reflect the terms set out in Exhibit B (such amended and restated Note Purchase Agreement, the “**Amended and Restated Note Purchase Agreement**”).

Capitalized terms used but not defined herein have the respective meanings assigned to them in the Note Purchase Agreement. In the case of any such capitalized term that is subject to multiple and differing

definitions, the appropriate meaning thereof in this Debt Commitment Letter shall be determined by reference to the context in which it is used.

1. Commitments.

Subject only to the satisfaction or waiver of the terms and conditions expressly set forth herein, the Debt Investor hereby commits to purchase the New Notes on or before September 16, 2024 or such other date as may be agreed in writing by the parties hereto (the “**Closing Date**”) as further set forth in the following manner:

(a) The Debt Investor shall purchase from FEAM, and FEAM shall issue to the Debt Investor, the New Notes at a purchase price equal to 100% of the \$3,000,000 in aggregate principal amount of the New Notes acquired subject only to the satisfaction or waiver of the applicable conditions expressly set forth in Section 2 of this Debt Commitment Letter; and

(b) [Reserved]

(c) The parties hereto agree that the New Notes to be purchased by each of Ascend, Meridien and BEP will be *pari passu* in all respects with the Existing Notes immediately following such sale and purchase, including as to right of payment, security of payment and performance of obligations, and the sharing of any security interest, except that the New Notes shall have the terms set forth in Exhibit B.

2. Conditions Precedent to the Debt Investor’s Obligations.

The Debt Investor’s obligations set forth in Section 1(a) of this Debt Commitment Letter shall be subject only to:

(a) the closing and funding under the Securities Purchase Agreement on the terms set forth therein;

(b) the Amended and Restated Note Purchase Agreement (reflecting the terms set forth in Exhibit B) having become effective and binding upon each of the parties thereto;

(c) execution of an amendment to the Investor and Registration Rights Agreement in order to reflect the additional shares of common stock of the Company issued or issuable upon conversion of the New Notes; and

(d) FEAM having issued (i) \$3,000,000 in aggregate principal amount of New Notes to Ascend and/or Meridien (in such proportion to be determined by Ascend), and (ii) \$3,000,000 in aggregate principal amount of New Notes to BEP, in each case, pursuant to the Amended and Restated Note Purchase Agreement.

3. Representations and Warranties. Each of the Debt Investor and FEAM hereby represents and warrants to the other party (solely with respect to itself) that:

(a) it is validly existing and in good standing under the laws of the state of its organization, and this Debt Commitment Letter is a legal, valid, and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Debt Commitment Letter, no consent or approval is required by any other person or entity (including for the avoidance of doubt, any governmental entity) in order for the Company or Debt Investor (as the case may be) to effectuate the sale and purchase of the New Notes contemplated by, and perform its obligations under, this Debt Commitment Letter;

(c) the entry into and performance by it of, and the transactions contemplated by, this Debt Commitment Letter do not, and will not, conflict in any material respect with any law or regulation applicable to it or with any of its memorandum or articles of association, or other constitutional documents; and

(d) it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Debt Commitment Letter and to effectuate the sale and purchase of the New Notes contemplated hereby, and perform its obligations under this Debt Commitment Letter.

4. Limitation of Liability and Recourse.

(a) The aggregate commitment and liability of the Debt Investor is limited to \$3,000,000, unless otherwise agreed in writing by the parties hereto ("**Commitment**").

(b) The Debt Investor shall in no event whatsoever be required to fund any amounts under this Debt Commitment Letter in excess of the Commitment, and neither the Debt Investor nor any of its affiliates shall have any obligation or liability to any person relating to, arising out of or in connection with, this Debt Commitment Letter, other than as expressly set forth herein.

(c) [Reserved]

(d) [Reserved]

5. Assignments; Amendments; Governing Law, Etc.

(a) This Debt Commitment Letter and the commitments hereunder are not assignable without the prior written consent of each other party hereto, and any attempted assignment without such consent will be null and void.

(b) The parties hereby agree that the representations, warranties and covenants set forth herein are solely for the benefit of the other party hereto and its successors and permitted assigns, in accordance with and subject to the terms of this Debt Commitment Letter, and nothing in this Debt Commitment Letter, express or implied, is intended to, and does not, confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights or remedies hereunder or any rights under this Debt Commitment Letter. Except as otherwise set forth herein, this Debt Commitment Letter may not be amended, or any provision hereof waived or modified, except in a writing signed by the parties hereto. This Debt Commitment Letter may be executed in any number of counterparts, each of which will be an original and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Debt Commitment Letter by facsimile or other electronic transmission (including in ".pdf" format) will be effective as delivery of a manually executed counterpart hereof. Section headings

used herein are for convenience of reference only, are not part of this Debt Commitment Letter and will not affect the construction of, or to be taken into consideration in interpreting, this Debt Commitment Letter.

(c) This Debt Commitment Letter supersedes all prior understandings, whether written or oral, among you and us with respect to the Commitment and sets forth the entire understanding of the parties hereto with respect thereto.

(d) THIS DEBT COMMITMENT LETTER, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATING TO THIS DEBT COMMITMENT LETTER, WILL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

6. WAIVER OF JURY TRIAL.

EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS DEBT COMMITMENT LETTER OR THE PERFORMANCE BY ANY OF THE COMMITMENT PARTIES OR THEIR RESPECTIVE AFFILIATES OF THE TRANSACTIONS CONTEMPLATED HEREUNDER.

7. Jurisdiction.

Each party hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan in the City of New York, and any appellate court from any such court, in any suit, action, proceeding, claim or counterclaim arising out of or relating to this Debt Commitment Letter, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such suit, action, proceeding, claim or counterclaim will be heard and determined in such New York State or, to the extent permitted by law, in such Federal court, (b) waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action, proceeding, claim or counterclaim arising out of or relating to this Debt Commitment Letter in any court in which such venue may be laid in accordance with the preceding clause of this sentence, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action, proceeding, claim or counterclaim in any such court, and (d) agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Service of any process, summons, notice or document by registered mail or overnight courier addressed to any of the parties hereto at the addresses above will be effective service of process against such party for any suit, action, proceeding, claim or counterclaim brought in any such court.

8. Confidentiality.

This Debt Commitment Letter, and its terms or substance, shall not be disclosed by you to any other person or entity, except (a) to your respective officers, directors, employees, affiliates, controlling persons, members, partners, equity holders, current and prospective investors, attorneys, accountants, representatives, agents and advisors, and other experts or agents who need to know such information, on a confidential basis; (b) if the Debt Investor consents in writing to such proposed disclosure; (c) pursuant to the order of any court or administrative agency or otherwise as required by applicable law or regulation or as requested by a governmental authority or regulatory authority (including any self-regulatory authority) (in which case you shall inform us promptly thereof to the extent lawfully permitted to do so); (d) in

connection with the enforcement of your rights or remedies hereunder; (e) to the extent that such information becomes publicly available other than by reason of improper disclosure by you or any of your affiliates in violation of any confidentiality obligations hereunder; (f) to the extent that such information is received by you from a third party that is not to your knowledge subject to confidentiality obligations to the Debt Investor; and (g) to the extent that such information is independently developed by you without reliance on any other confidential information received from the Debt Investor or on its behalf.

This Debt Commitment Letter, and its terms or substance, shall not be disclosed by a Commitment Party or the Debt Investor to any other person or entity, except (a) to the Commitment Party's or the Debt Investor's affiliates and co-managed funds, and their respective officers, directors, employees, affiliates, controlling persons, members, partners, equity holders, current and prospective investors, attorneys, accountants, representatives, agents and advisors, and other experts or agents who need to know such information, on a confidential basis; (b) if FEAM consents in writing to such proposed disclosure; (c) pursuant to the order of any court or administrative agency or otherwise as required by applicable law or regulation or as requested by a governmental authority or regulatory authority (including any self-regulatory authority) (in which case the Commitment Party or the Debt Investor shall inform FEAM promptly thereof to the extent lawfully permitted to do so); (d) in connection with the enforcement of Ascend's rights or remedies hereunder; (e) to the extent that such information becomes publicly available other than by reason of improper disclosure by the Debt Investor or any of its affiliates in violation of any confidentiality obligations hereunder; (f) to the extent that such information is received by the Debt Investor from a third party that is not to its knowledge subject to confidentiality obligations to FEAM; and (g) to the extent that such information is independently developed by the Debt Investor without reliance on any other confidential information received from FEAM or on FEAM's behalf.

9. Termination

The Commitment will terminate upon the earliest to occur of:

- (a) September 17, 2024; and
- (b) the termination of the Securities Purchase Agreement prior to the issuance and sale of securities contemplated by such agreement.

10. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

- (a) if to FEAM, to:

5E Advanced Materials, Inc
9329 Mariposa Road, Suite 210
Hesperia, CA 92344
Attention: Chief Executive Officer

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
650 Town Center Drive, 20th Floor
Costa Mesa, CA 92626
Attention: Drew Capurro

(b) if to BEP, to:

BEP Special Situations IV LLC
300 Crescent Court, Suite 1860
Dallas, Texas 75201
Attn: Jonathan Siegler
Email: jasiegler@bluescapedgroup.com

Any notice given by delivery, mail, or courier shall be effective when received.

11. Surviving Provisions.

Section 4 through Section 10 (inclusive) shall survive the termination hereof.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

Sincerely,

BEP SPECIAL SITUATIONS IV LLC

By: /s/ Jonathan Siegler
Name: Jonathan Siegler
Title: Managing Director and
Chief Financial Officer

Accepted and agreed to as of
the date first set forth above:

5E ADVANCED MATERIALS, INC

By: /s/ Paul Weibel

Name: Paul Weibel

Title: Chief Executive Officer

EXHIBIT A

Form of Securities Purchase Agreement

EXHIBIT B

Terms of the Amendments to the Note Purchase Agreement

1. Securities: \$6,000,000 in aggregate principal amount of New Notes to be issued pursuant to the Amended and Restated Note Purchase Agreement, with the following allocation:
 - Ascend and/or Meridien: \$3,000,000
 - BEP: \$3,000,000
2. Maturity Same as Existing Notes, on August 15, 2028
5. Interest Same as Existing Notes, payable semi-annually, 4.5% in cash or 10.0% paid in kind through additional notes
6. Other Terms
 - (a) Price-based anti-dilution protection on New Notes through December 31, 2024
 - (b) Conversion price for the New Notes to be 125% of the price of the shares issued pursuant to the Securities Purchase Agreement
 - (c) Customary adjustments to conversion rate in the event of a fundamental make-whole change
 - (d) An adjustment to the conversion rate for the Notes issued June 11, 2024 based on the price and number of shares issued pursuant to the Securities Purchase Agreement
 - (e) All other terms to be the same as the Existing Notes, with (i) such changes as may be reasonably required by Ascend and BEP to give effect to the New Notes or (ii) such blocker provisions as may be reasonably required for the issuance of the New Notes not to contravene Nasdaq Listing Rule 5635
 - (f) The Operating Company shall (i) become a Guarantor, (ii) execute all applicable security documentation, including for the avoidance of doubt, a mortgage with respect to its interest in the Fort Cady Borate Project, in each case, in a form acceptable to the Purchasers, and (iii) shall deliver applicable certificates, resolutions and opinions in connection with the foregoing as requested by the Purchasers

**ASCEND GLOBAL INVESTMENT FUND SPC
FOR AND ON BEHALF OF STRATEGIC SP**

August 25, 2024

5E Advanced Materials, Inc (“**FEAM**”)
9329 Mariposa Road, Suite 210
Hesperia, CA 92344

Amended and Restated Note Purchase Agreement

Debt Commitment Letter

Ladies and Gentlemen:

You have advised Ascend Global Investment Fund SPC, a segregated portfolio company incorporated under the laws of the Cayman Islands, for and on behalf of Strategic SP (“**Ascend**” or “**Debt Investor**” and together with each other person, if any, nominated by the Debt Investor as a “Commitment Party” after the date of this Debt Commitment Letter, “**we**” or “**us**” and each, a “**Commitment Party**” and, collectively, the “**Commitment Parties**”), that:

(a) You intend to enter, on the date of this letter agreement (this “**Debt Commitment Letter**”), into a securities purchase agreement with one or more investors (collectively, the “**Equity Investor**”), in the form agreed to by us and attached hereto as Exhibit A (“**Securities Purchase Agreement**”), pursuant to which you will (i) issue and sell to the Equity Investor, shares of FEAM’s common stock for an amount of \$4,000,000, and (ii) issue to the Equity Investor, warrants to purchase shares of FEAM’s common stock, in each case on the terms set out in the Securities Purchase Agreement.

(b) BEP Special Situations IV LLC (“**BEP**”), together with the Debt Investor and Meridian Investments Corporation (“**Meridian**”), is the holder of convertible secured promissory notes (“**Existing Notes**”) currently outstanding as of the date hereof pursuant to the amended and restated note purchase agreement dated as of January 18, 2024 among (i) FEAM, as issuer, (ii) certain subsidiaries of FEAM, as guarantors, (iii) BEP, as purchaser, (iv) Ascend, as purchaser, (v) Meridian, as purchaser and (vi) Alter Domus (US) LLC, as collateral agent, and as may be further amended, restated, supplemented or otherwise modified from time to time (the “**Note Purchase Agreement**”).

(d) Subject to the closing and funding under the Securities Purchase Agreement, each of Ascend and BEP shall acquire an additional \$3,000,000 in aggregate principal amount of convertible secured promissory notes (the “**New Notes**”) issued pursuant to the Note Purchase Agreement, which shall be further amended and restated on such terms acceptable to each of Ascend and BEP to provide for the issuance of the New Notes and to reflect the terms set out in Exhibit B (such amended and restated Note Purchase Agreement, the “**Amended and Restated Note Purchase Agreement**”).

Capitalized terms used but not defined herein have the respective meanings assigned to them in the Note Purchase Agreement. In the case of any such capitalized term that is subject to multiple and differing

definitions, the appropriate meaning thereof in this Debt Commitment Letter shall be determined by reference to the context in which it is used.

1. Commitments.

Subject only to the satisfaction or waiver of the terms and conditions expressly set forth herein, the Debt Investor hereby commits to purchase the New Notes on or before September 16, 2024 or such other date as may be agreed in writing by the parties hereto (the “**Closing Date**”) as further set forth in the following manner:

(a) The Debt Investor shall purchase from FEAM, and FEAM shall issue to the Debt Investor, the New Notes at a purchase price equal to 100% of the \$3,000,000 in aggregate principal amount of the New Notes acquired subject only to the satisfaction or waiver of the applicable conditions expressly set forth in Section 2 of this Debt Commitment Letter; and

(b) FEAM agrees that Ascend may allocate to Meridian up to 50% of Ascend’s entitlement and obligations hereunder to purchase the New Notes pursuant to Section 1(a) of this Debt Commitment Letter, and Ascend’s obligations hereunder will be reduced by such aggregate in principal amount of the New Notes actually purchased and paid for by Meridian at the purchase price set forth in sub-paragraph (a) above at the Closing Date.

For the avoidance of doubt, in the event Meridian does not acquire all or any amount of the New Notes it has agreed to purchase as permitted by this paragraph, Ascend shall remain fully obligated to purchase all such New Notes on the Closing Date in accordance with the terms herein.

(c) The parties hereto agree that the New Notes to be purchased by each of Ascend, Meridian and BEP will be *pari passu* in all respects with the Existing Notes immediately following such sale and purchase, including as to right of payment, security of payment and performance of obligations, and the sharing of any security interest, except that the New Notes shall have the terms set forth in Exhibit B.

2. Conditions Precedent to the Debt Investor’s Obligations.

The Debt Investor’s obligations set forth in Section 1(a) of this Debt Commitment Letter shall be subject only to:

(a) the closing and funding under the Securities Purchase Agreement on the terms set forth therein;

(b) the Amended and Restated Note Purchase Agreement (reflecting the terms set forth in Exhibit B) having become effective and binding upon each of the parties thereto;

(c) execution of an amendment to the Investor and Registration Rights Agreement in order to reflect the issuance and purchase of the New Notes; and

(d) FEAM having issued (i) \$3,000,000 in aggregate principal amount of New Notes to Ascend and/or Meridian (in such proportion to be determined by Ascend), and (ii) \$3,000,000 in aggregate

principal amount of New Notes to BEP, in each case, pursuant to the Amended and Restated Note Purchase Agreement.

3. Representations and Warranties. Each of the Debt Investor and FEAM hereby represents and warrants to the other party (solely with respect to itself) that:

(a) it is validly existing and in good standing under the laws of the state of its organization, and this Debt Commitment Letter is a legal, valid, and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Debt Commitment Letter, no consent or approval is required by any other person or entity (including for the avoidance of doubt, any governmental entity) in order for the Company or Debt Investor (as the case may be) to effectuate the sale and purchase of the New Notes contemplated by, and perform its obligations under, this Debt Commitment Letter;

(c) the entry into and performance by it of, and the transactions contemplated by, this Debt Commitment Letter do not, and will not, conflict in any material respect with any law or regulation applicable to it or with any of its memorandum or articles of association, or other constitutional documents; and

(d) it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Debt Commitment Letter and to effectuate the sale and purchase of the New Notes contemplated hereby, and perform its obligations under this Debt Commitment Letter.

4. Limitation of Liability and Recourse.

(a) The aggregate commitment and liability of the Debt Investor is limited to \$3,000,000, unless otherwise agreed in writing by the parties hereto ("**Commitment**").

(b) The Debt Investor shall in no event whatsoever be required to fund any amounts under this Debt Commitment Letter in excess of the Commitment, and neither the Debt Investor nor any of its affiliates shall have any obligation or liability to any person relating to, arising out of or in connection with, this Debt Commitment Letter, other than as expressly set forth herein.

(c) The parties acknowledge that Ascend, being an exempted segregated portfolio company incorporated under the laws of the Cayman Islands, is a company which segregates its assets and liabilities amongst its segregated portfolios in the following manner which, as a matter of Cayman Islands law, binds third parties:

i. assets and liabilities held within or on behalf of a particular segregated portfolio of Ascend Global Investment Fund SPC; and

ii. general assets and general liabilities of Ascend Global Investment Fund SPC, being the assets and liabilities of Ascend Global Investment Fund SPC which are not held within or on behalf of any segregated portfolio of Ascend Global Investment Fund SPC.

(d) The parties agree that this Debt Commitment Letter including, without limitation, all rights and obligations hereunder, shall be limited to the assets and liabilities of Strategic SP. For the avoidance of doubt, if there are insufficient assets in Strategic SP to enable payments to the parties of any amounts due to them under this Debt Commitment Letter, they shall have no recourse to the general assets of Ascend

Global Investment Fund SPC and/or assets held within or on behalf of a particular segregated portfolio of Ascend Global Investment Fund SPC other than those held within or on behalf of Strategic SP.

5. Assignments; Amendments; Governing Law, Etc.

(a) This Debt Commitment Letter and the commitments hereunder are not assignable without the prior written consent of each other party hereto, and any attempted assignment without such consent will be null and void.

(b) The parties hereby agree that the representations, warranties and covenants set forth herein are solely for the benefit of the other party hereto and its successors and permitted assigns, in accordance with and subject to the terms of this Debt Commitment Letter, and nothing in this Debt Commitment Letter, express or implied, is intended to, and does not, confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights or remedies hereunder or any rights under this Debt Commitment Letter. Except as otherwise set forth herein, this Debt Commitment Letter may not be amended, or any provision hereof waived or modified, except in a writing signed by the parties hereto. This Debt Commitment Letter may be executed in any number of counterparts, each of which will be an original and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Debt Commitment Letter by facsimile or other electronic transmission (including in “.pdf” format) will be effective as delivery of a manually executed counterpart hereof. Section headings used herein are for convenience of reference only, are not part of this Debt Commitment Letter and will not affect the construction of, or to be taken into consideration in interpreting, this Debt Commitment Letter.

(c) This Debt Commitment Letter supersedes all prior understandings, whether written or oral, among you and us with respect to the Commitment and sets forth the entire understanding of the parties hereto with respect thereto.

(d) THIS DEBT COMMITMENT LETTER, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATING TO THIS DEBT COMMITMENT LETTER, WILL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

6. WAIVER OF JURY TRIAL.

EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS DEBT COMMITMENT LETTER OR THE PERFORMANCE BY ANY OF THE COMMITMENT PARTIES OR THEIR RESPECTIVE AFFILIATES OF THE TRANSACTIONS CONTEMPLATED HEREUNDER.

7. Jurisdiction.

Each party hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan in the City of New York, and any appellate court from any such court, in any suit, action, proceeding, claim or counterclaim arising out of or relating to this Debt Commitment Letter, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such suit, action, proceeding, claim or counterclaim will be heard and determined in such New York State or, to the extent permitted by law, in such Federal court, (b) waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action,

proceeding, claim or counterclaim arising out of or relating to this Debt Commitment Letter in any court in which such venue may be laid in accordance with the preceding clause of this sentence, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action, proceeding, claim or counterclaim in any such court, and (d) agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Service of any process, summons, notice or document by registered mail or overnight courier addressed to any of the parties hereto at the addresses above will be effective service of process against such party for any suit, action, proceeding, claim or counterclaim brought in any such court.

8. Confidentiality.

This Debt Commitment Letter, and its terms or substance, shall not be disclosed by you to any other person or entity, except (a) to your respective officers, directors, employees, affiliates, controlling persons, members, partners, equity holders, current and prospective investors, attorneys, accountants, representatives, agents and advisors, and other experts or agents who need to know such information, on a confidential basis; (b) if the Debt Investor consents in writing to such proposed disclosure; (c) pursuant to the order of any court or administrative agency or otherwise as required by applicable law or regulation or as requested by a governmental authority or regulatory authority (including any self-regulatory authority) (in which case you shall inform us promptly thereof to the extent lawfully permitted to do so); (d) in connection with the enforcement of your rights or remedies hereunder; (e) to the extent that such information becomes publicly available other than by reason of improper disclosure by you or any of your affiliates in violation of any confidentiality obligations hereunder; (f) to the extent that such information is received by you from a third party that is not to your knowledge subject to confidentiality obligations to the Debt Investor; and (g) to the extent that such information is independently developed by you without reliance on any other confidential information received from the Debt Investor or on its behalf.

This Debt Commitment Letter, and its terms or substance, shall not be disclosed by a Commitment Party or the Debt Investor to any other person or entity, except (a) to the Commitment Party's or the Debt Investor's affiliates and co-managed funds, and their respective officers, directors, employees, affiliates, controlling persons, members, partners, equity holders, current and prospective investors, attorneys, accountants, representatives, agents and advisors, and other experts or agents who need to know such information, on a confidential basis; (b) if FEAM consents in writing to such proposed disclosure; (c) pursuant to the order of any court or administrative agency or otherwise as required by applicable law or regulation or as requested by a governmental authority or regulatory authority (including any self-regulatory authority) (in which case the Commitment Party or the Debt Investor shall inform FEAM promptly thereof to the extent lawfully permitted to do so); (d) in connection with the enforcement of Ascend's rights or remedies hereunder; (e) to the extent that such information becomes publicly available other than by reason of improper disclosure by the Debt Investor or any of its affiliates in violation of any confidentiality obligations hereunder; (f) to the extent that such information is received by the Debt Investor from a third party that is not to its knowledge subject to confidentiality obligations to FEAM; and (g) to the extent that such information is independently developed by the Debt Investor without reliance on any other confidential information received from FEAM or on FEAM's behalf.

9. Termination

The Commitment will terminate upon the earliest to occur of:

- (a) September 17, 2024; and

(b) the termination of the Securities Purchase Agreement prior to the issuance and sale of securities contemplated by such agreement.

10. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to FEAM, to:

5E Advanced Materials, Inc
9329 Mariposa Road, Suite 210
Hesperia, CA 92344
Attention: Chief Executive Officer

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
650 Town Center Drive, 20th Floor
Costa Mesa, CA 92626
Attention: Drew Capurro

(b) if to Ascend, to:

1 Kim Seng Promenade
#10-01 East Tower
Great World City
Singapore 237994
Attention: Mulyadi Tjandra and Michelle Tanuwidjaja
E-mail: muljadi.tjandra@ascendcapitals.com
michelle.tanuwidjaja@ascendcapitals.com

Any notice given by delivery, mail, or courier shall be effective when received.

11. Surviving Provisions.

Section 4 through Section 10 (inclusive) shall survive the termination hereof.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

Sincerely,

**ASCEND GLOBAL INVESTMENT FUND SPC
FOR AND ON BEHALF OF STRATEGIC SP**

By: /s/ Mulyadi Tjandra

Name: Mulyadi Tjandra

Title: Director

Accepted and agreed to as of
the date first set forth above:

5E ADVANCED MATERIALS, INC

By: /s/ Paul Weibel

Name: Paul Weibel

Title: Chief Executive Officer

EXHIBIT A

Form of Securities Purchase Agreement

EXHIBIT B

Terms of the Amendments to the Note Purchase Agreement

1. Securities: \$6,000,000 in aggregate principal amount of New Notes to be issued pursuant to the Amended and Restated Note Purchase Agreement, with the following allocation:
 - Ascend and/or Meridian (at the election of Ascend): in an aggregate of \$3,000,000
 - BEP: \$3,000,000
2. Maturity Same as Existing Notes, on August 15, 2028
5. Interest Same as Existing Notes, payable semi-annually, 4.5% in cash or 10.0% paid in kind through additional notes
6. Other Terms
 - (a) Price-based anti-dilution protection on New Notes through December 31, 2024
 - (b) Conversion price for the New Notes to be 125% of the price of the shares issued pursuant to the Securities Purchase Agreement
 - (c) Customary adjustments to conversion rate in the event of a fundamental make-whole change
 - (d) An adjustment to the conversion rate for the Notes issued June 11, 2024 based on the price and number of shares issued pursuant to the Securities Purchase Agreement
 - (e) All other terms to be the same as the Existing Notes, with (i) such changes as may be reasonably required by Ascend and BEP to give effect to the New Notes or (ii) such blocker provisions as may be reasonably required for the issuance of the New Notes not to contravene Nasdaq Listing Rule 5635
 - (f) The Operating Company shall (i) become a Guarantor, (ii) execute all applicable security documentation, including for the avoidance of doubt, a mortgage with respect to its interest in the Fort Cady Borate Project, in each case, in a form acceptable to the Purchasers, and (iii) shall deliver applicable certificates, resolutions and opinions in connection with the foregoing as requested by the Purchasers