
**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): July 9, 2025

MP MATERIALS CORP.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39277
(Commission
File Number)

84-4465489
(IRS Employer
Identification Number)

**1700 S. Pavilion Center Drive, Suite 800
Las Vegas, Nevada 89135**
(Address of principal executive offices, including zip code)

(702) 844-6111
(Registrant's telephone number, including area code)

N/A
(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 (see General Instruction A.2. below):

- ☐ 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	Name of each exchange on which registered
Common Stock, par value of \$0.0001 per share	MP	New York Stock Exchange

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. ☐

On July 10, 2025, MP Materials Corp. (the “Company,” “we,” “us” or “our”) announced that it has entered into definitive agreements establishing a transformational public-private partnership with the United States Department of Defense (“Department of Defense” or “DoD”) to dramatically accelerate the build-out of an end-to-end U.S. rare earth magnet supply chain and reduce foreign dependency. The arrangements include a multibillion-dollar package of investments and long-term commitments from DoD, and provide for, among other things, the Company’s construction of its second domestic magnet manufacturing facility (the “10X Facility”) and the addition of samarium production capabilities at its Mountain Pass, California facility where high-purity rare earth materials are extracted, refined, and separated. The strategic investments and commitments from the U.S. government will allow the Company to accelerate its work to build out an end-to-end domestic rare earth magnet supply chain in the U.S.

Rare earth permanent magnets are one of the most strategically important components in advanced technology systems spanning commercial, industrial, and defense applications. However, global production of rare earth permanent magnets is highly concentrated in China. The strategic partnership builds on MP Materials’ operational foundation to catalyze domestic production, strengthen industrial resilience, and secure critical supply chains for high-growth industries and future dual use applications.

The agreements include a \$400 million equity investment by the Department of Defense in newly authorized and issued Series A Preferred Stock (as defined below), a commitment for up to \$350 million in additional funding in the form of additional Series A Preferred Stock, a commitment for a \$150 million loan to support expansion of heavy rare earth separation to be extended by the DoD within 30 days following the Closing (as defined below), subject to certain mutually agreed extensions, a 10-year price floor commitment by DoD for NdPr products, a 10-year offtake agreement for the purchase by DoD of magnet production from the 10X Facility, and a warrant issued by the Company to DoD. In connection with the transactions, the Company has obtained a debt commitment letter from JPMorgan Chase Funding Inc. (acting through such of its affiliates and branches as it deems appropriate, “JPMorgan”) and Goldman Sachs Bank USA (acting through such of its affiliates and branches as it deems appropriate, “Goldman Sachs”).

Item 1.01 Entry into a Material Definitive Agreement

On July 9, 2025 (the “Effective Date”), the Company entered into a Transaction Agreement (the “Transaction Agreement,” and the transactions contemplated thereby, the “Transactions”) with the Department of Defense. The Transaction Agreement contemplates the concurrent execution of a number of additional agreements, and the Transaction Agreement and the additional agreements entered into are each described herein.

Price Protection Agreement

On the Effective Date, the Company entered into an NdPr price floor protection agreement (the “PPA”) with the Department of Defense. Pursuant to the terms of the PPA, the Department of Defense will pay to the Company at the end of each quarter a quarterly payment per kilogram (kg) of Neodymium-Praseodymium (“NdPr”) produced by the Company equal to the shortfall between \$110 per kg and the Benchmark Quarterly Average Volume Weighted Price (as defined in the PPA). If, after the 10X Facility reaches full production capacity, the Benchmark Quarterly Average Volume Weighted Price for the prior quarter exceeds \$110 per kg, the Department of Defense will be entitled to receive 30% of the NdPr sales price which exceeds \$110 per kg. The term of the PPA will commence on the first day of the first full calendar quarter following closing (the “Start Date”) and will continue for 10 years and will apply to all of the Company’s products that contain NdPr (i.e., concentrate, oxide and metal).

The PPA provides that the Company will prioritize the supply of NdPr first to magnet manufacturing, with excess volumes remaining available for sale to commercial customers, subject to a prohibition on sales to certain Restricted Buyers and certain other obligations.

Offtake Agreement

On the Effective Date, a special purpose vehicle (the “Project Company”), established to develop the 10X Facility, entered into a magnet offtake agreement (the “Offtake Agreement”) with the Department of Defense. Pursuant to the terms of the Offtake Agreement, the Project Company will sell and deliver to the Department of Defense the entire amount of magnets produced at the 10X Facility; provided however, that at the Department of Defense’s request, or

the Project Company's request, and with the Department of Defense's consent, the Project Company may syndicate up to 100% of magnet production to commercial and other customers. The Offtake Agreement has a term of ten years following the Commercial Operation Date (as defined in the Offtake Agreement) of the 10X Facility. In accordance with the Offtake Agreement, the 10X Facility will generate at least \$140,000,000 of EBITDA on an annual basis after reaching full production capacity, adjusted annually in each calendar year following 2025 for inflation at a rate equal to 2% (the "Threshold EBITDA Amount"). The Department of Defense will also acquire magnets from the Project Company at a price equal to the Project Company's production costs incurred in connection with the production of magnets at the 10X Facility.

Under the Offtake Agreement, the Department of Defense will make quarterly "magnet facilitation payments" to the Project Company in an amount equal to 25% of the applicable Threshold EBITDA Amount each quarter. Once the 10X Facility begins producing magnets at target levels, in the event that any portion of the magnet production from the 10X Facility in an applicable year is syndicated to third party purchasers, the Department of Defense will be entitled to receive, (i) the first \$30,000,000 of EBITDA attributed to the 10X Facility magnet production that exceeds the Threshold EBITDA Amount (the "Initial Excess Amount") and (ii) 50% of the EBITDA attributable to the 10X Facility magnet production that exceeds the Initial Excess Amount on an annual basis in that year. The Department of Defense will also make payments in respect of certain incremental costs incurred by Project Company including in connection with the engineering, development and start up of the Commercial Plant and for designing magnets to the Department of Defense's specifications, with such payments being capped at \$30,000,000 in any calendar year.

The Offtake Agreement prohibits magnet sales to certain Restricted Buyers (as defined in the PPA) and imposes certain other obligations.

Description of Securities and Certain Related Rights

Series A Preferred Stock

On July 11, 2025 (the "Closing Date"), pursuant to the terms of a subscription agreement (the "Subscription Agreement") entered into with the Department of Defense on the Effective Date, the Company will issue and sell to the Department of Defense 400,000 shares of the Company's Series A Cumulative Perpetual Convertible Preferred Stock, par value \$0.0001 per share (the "Series A Preferred Stock"), and file the related Certificate of Designations (the "Certificate of Designations") with the Secretary of State of the State of Delaware to establish and fix the terms thereof. The Series A Preferred Stock has an initial stated value of \$1,000 per share. Shares of Series A Preferred Stock accrue cumulative dividends at a rate of 7.0% per year (the "Dividend Rate"), compounding quarterly and payable solely in-kind through an increase to the stated value of each share of Series A Preferred Stock (each such Dividend, a "PIK Dividend"). The terms of the Series A Preferred Stock do not restrict the payment of cash dividends by the Company. However, within the first 15 business days of each new fiscal year, the Company will pay to the holder of each share of Series A Preferred Stock, on an as-converted basis, cash per share of Common Stock representing the amount, if any, by which the annual yield of the aggregate cash dividends paid by the Company on each share of Common Stock in the prior fiscal year exceeded the Dividend Rate.

The Series A Preferred Stock is convertible by the initial holder thereof at any time and from time to time after the date that is 45 days after the Closing Date (subject to certain extensions) into shares of Common Stock. The number of shares of Common Stock issuable upon conversion of each share of Preferred Stock is equal to the initial stated value of the share of Preferred Stock (without giving effect to any PIK Dividends added thereto) divided by the initial conversion price of \$30.03 per share (the "Conversion Price"), representing the last-reported sale price of the Common Stock on the last trading day prior to execution of the Subscription Agreement and consistent with the New York Stock Exchange "Minimum Price" requirement. The Conversion Price is subject to adjustment in connection with certain transactions, including payments of stock dividends on its Common Stock, stock splits and combinations of the Common Stock.

At any time after the five year anniversary of the Closing Date, if the closing price per share of Common Stock exceeds 150% of the then-current Conversion Price for at least 20 trading days in any period of 30 consecutive trading days, the Company will have the option to require all or any portion of the then-outstanding shares of Series A Preferred Stock be converted into Common Stock at the then-current Conversion Price, subject to certain liquidity and other conditions.

In the event of a bankruptcy, liquidation, winding up or dissolution of the Company, holders of the Series A Preferred Stock will be entitled to be paid out of the Company's assets legally available therefor and to the extent permitted by Delaware law, a cash amount per share of Series A Preferred Stock equal to the then-current stated value, plus any accrued and unpaid dividends, to, but not including, the date of such liquidation, winding up or dissolution.

Warrant

On the Closing Date, as required under the Transaction Agreement, the Company will issue a warrant (the "Warrant") to the Department of Defense. The Warrant is exercisable by the initial holder thereof at any time and from time to time after the date that is 45 days after the Closing Date (subject to certain extensions) for a period of 10 years from the Closing Date for up to 11,201,659 shares of Common Stock, at an initial exercise price of \$30.03 per share, representing the last-reported sale price of the Common Stock on the last trading day prior to execution of the Subscription Agreement and consistent with the New York Stock Exchange "Minimum Price" requirement. The ultimate number of shares of Common Stock to be issued under the terms of the Warrant, and the exercise price of the Warrant, are subject to adjustment in connection with certain transactions, including payments of stock dividends on the Common Stock, stock splits and combinations of the Common Stock.

Common Stock Underlying Series A Preferred Stock and Warrant

Pursuant to the terms of the Transaction Agreement, the Subscription Agreement, the Certificate of Designations and the Warrant, the Company will not effect any conversion of Series A Preferred Stock or exercise of the Warrant to the extent the delivery of the underlying Common Stock would cause a holder's beneficial ownership of Common Stock to exceed 19.9%. This limitation does not apply in connection with certain events relating to a change of control of the Company. Additionally, the DOD shall take commercially reasonable efforts not to sell the shares of Common Stock issued upon conversion of the Series A Preferred Stock or exercise of the Warrant to a person or group who would, after giving effect to such sale, beneficially own greater than 9.9% of the Company's Common Stock. In the aggregate, the Common Stock into which the Series A Preferred Stock is initially convertible and for which the Warrant is initially exercisable collectively represent fifteen percent (15%) of the Company's issued and outstanding shares of Common Stock as of the Closing Date, without giving effect to the issuance of such shares.

Registration Rights Agreement

On the Closing Date, as required under the Transaction Agreement, the Company will enter into the Registration Rights Agreement") with the Department of Defense. The Registration Rights Agreement provides that the Company will, among other things, prepare and file with the Securities and Exchange Commission (the "SEC") a resale registration statement (a "Shelf Registration Statement") on Form S-3, or if not available to the Company, on another appropriate form, including Form S-1, or an amendment or supplement to an existing registration statement on Form S-3, for the shares of Common Stock into which the Series A Preferred Stock is convertible and for which the Warrant is exercisable. The deadline for the Company to file the Shelf Registration Statement with the SEC is 45 days after the Closing Date (subject to certain extensions).

Under the Registration Rights Agreement, the Department of Defense will have certain "demand" and "piggyback" registration rights and indemnification rights customary for transactions of this type, and the Company will under certain circumstances have the right to defer the registration and/or suspend the use of a registration statement or prospectus.

Transaction Agreement

The Transaction Agreement provides for the entry into the PPA, Offtake Agreement, Subscription Agreement, Registration Rights Agreement and Warrant. The Transaction Agreement also provides for the entry into the Promissory Note (as defined below) at the time the DoD extends the Samarium Project Loan (as defined below) to the Company in accordance with the Transaction Agreement.

The Transaction Agreement further provides for the Company to use reasonable best efforts to build the 10X Facility to produce sintered Neodymium-iron boron (NdFeB) permanent magnet blocks and / or other finished magnets. Under the terms of the Transaction Agreement, the Company has agreed to use reasonable best efforts to (i) expand heavy rare earth elements (“HREE”) refining capacity at the Mountain Pass Rare Earth Mine and Processing Facility located near Mountain Pass, San Bernardino County, California (“Mountain Pass Facility”), which, after the Department of Defense extends the Samarium Project Loan to the Company in accordance with the Transaction Agreement, will include separation of samarium oxide, (ii) recommission hydrochloric acid facilities at the Mountain Pass Facility and (iii) expand capacity at the Company’s “Independence” magnet facility (the “Independence Facility”) to a projected 3,000 tons of magnets annually. The Company has also agreed to use up to \$600,000,000 of its existing cash to fund the above projects. In connection with the Transactions, JPMorgan and Goldman Sachs have agreed to provide committed secured financing, subject to customary terms and conditions, in an amount equal to, in the aggregate, at least \$1,000,000,000 (the “10X Facility Funding”), \$650,000,000 of which will, pursuant to the terms of the committed secured financing, be specifically allocated to the construction of the 10X Facility; provided that such \$1,000,000,000 may be reduced on a dollar for dollar basis for certain equity and/or debt raises and certain unrestricted cash that is not segregated or otherwise earmarked for use as contemplated by the Transaction Documents (as defined below).

So long as (i) the Department of Defense owns more than 75% of the Series A Preferred Stock or the Warrant or any Common Stock resulting from the conversion or exercise thereof as of the Closing Date, (ii) the Offtake Agreement or PPA (as described below) remains in place, or (iii) the Promissory Note (if entered into in connection with the extension of the Samarium Project Loan by the DoD) has not been repaid in full (clauses (i), (ii) and (iii), the “Specified Period”), the Company’s Nominating and Corporate Governance Committee will not nominate individuals to the Company’s Board of Directors (the “Company Board”) who are not U.S. citizens without the Department of Defense’s consent, and will oppose the election of any shareholder nominee who is not a U.S. citizen. Furthermore, during the Specified Period, the Company is not permitted to, without the Department of Defense’s consent, (i) consummate a Fundamental Event (i.e., a transaction involving the sale of 15% or more of the Company’s voting stock, the sale of all or a material portion of the equity or assets of the Project Company (defined below) (or any other subsidiary of the Company to which the 10X Facility is assigned) or all or substantially all of the consolidated assets of the Company and its subsidiaries (other than to a wholly owned subsidiary of the Company)) other than to person(s) from certain permitted jurisdictions, (ii) sell any equity or material assets of Project Company, (iii) sell assets or products identified by the Department of Defense as a priority to U.S. national security interests, (iv) knowingly issue more than 14.9% of the Common Stock to person(s) from foreign jurisdictions other than certain permitted jurisdictions or (v) consummate a Fundamental Event subject to the jurisdiction of the Committee on Foreign Investment in the United States (“CFIUS”) without obtaining CFIUS clearance prior to consummation.

So long as the Department of Defense holds any Series A Preferred Stock, Warrant or Common Stock, the Department of Defense will be subject to a customary standstill (in its capacity as an equity holder). The Department of Defense must vote any shares of Common Stock held by it in favor of the Company Board’s nominees and any proposals recommended by the Company Board so long as the Department of Defense holds any Common Stock, except with respect to any vote (i) regarding the Company or its subsidiaries taking actions in violation of any Transaction Document (as defined below), (ii) seeking to reject, disclaim, unwind, terminate or otherwise materially and adversely impact the Company’s or its subsidiaries’ relationship with the Department of Defense, (iii) which would materially and adversely impact the ability of the Company or any of its subsidiaries to comply with its obligations under any Transaction Document or (iv) which is inconsistent with applicable laws.

Pursuant to the Company’s obligations under the Transaction Agreement, the Company has agreed to (i) terminate its existing share repurchase program and (ii) cease making sales under the Offtake Agreement, dated as of March 4, 2022, between MP Mine Operations LLC and Shenghe Resources (Singapore) International Trading PTE LTD, which expires in January 2026, and will not be renewed.

The Transaction Agreement also provides that the Company shall select and fund from available alternatives on or prior to the date that is 45 days after the Closing Date, additional financing with net proceeds of at least \$350,000,000 (the “Funding Allocation”) in addition to the initial proceeds to be received on the Closing Date and the 10X Facility Funding (as described below), with the Company’s alternatives including having a right to fund up to the full \$350,000,000 of such additional proceeds by selling to DoD additional shares of Series A Preferred Stock on the same terms as the initial purchase or otherwise electing to obtain \$350,000,000 under the terms and conditions of the committed financing provided by JPMorgan and Goldman Sachs.

The Transaction Agreement also provides that, no later than 30 days after the Effective Date (subject to extension if mutually agreed between the Department of Defense and the Company), the Department of Defense will extend a loan to the Company in the aggregate principal amount of \$150,000,000 (the “Samarium Project Loan”), pursuant to an unsecured promissory note (the “Promissory Note”) to be entered into by the Company with the Department of Defense and maturing 12 years after issuance of the Promissory Note. Interest will accrue on the Samarium Project Loan at a rate equal to the 10-year U.S. Treasury constant maturity rate (as determined two U.S. government securities business days before issuance of the Promissory Note) plus 1.00% and will be payable in cash quarterly in arrears. The Company’s obligations with respect to expanding HREE refining capacity at its Mountain Pass Facility to include separation of samarium oxide are contingent upon the DoD extending the Samarium Project Loan in accordance with the Transaction Agreement.

The foregoing descriptions of the Certificate of Designations, the Transaction Agreement, the Subscription Agreement, the Warrant, the Registration Rights Agreement, the Offtake Agreement, the PPA and the Promissory Note, the transactions contemplated thereby and the securities issued or issuable pursuant thereto are only summaries and do not purport to be complete and are qualified in their entirety by reference to the full text of the relevant agreements, copies of which are attached to this Current Report on Form 8-K as Exhibit 3.1 and Exhibits 10.1-10.7 (collectively, the “Transaction Documents”), respectively, and which are incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On the Closing Date, the Department of Defense agreed to extend the Samarium Project Loan to the Company and the Company agreed to accept such loan no later than 30 days after the Effective Date (subject to extension if mutually agreed between the Department of Defense and the Company). The Samarium Project Loan will be in the aggregate principal amount of \$150,000,000, pursuant to an unsecured Promissory Note to be entered into by the Company with the Department of Defense. The applicable interest rate upon incurrence will be based on the 10-year treasury bond yield plus 1.0%, payable on the first calendar day of each quarter. The Company may repay the Samarium Project Loan at any time, and the term of the Promissory Note is 12 years. A detailed description of the Samarium Project Loan is included in, and incorporated into this Item 2.03 by reference to, Item 1.01.

Item 3.02 Unregistered Sale of Equity Securities.

On the Closing Date, the Company will issue 400,000 shares of Series A Preferred Stock and the Warrant to the Department of Defense. The offer and sale of the shares of Series A Preferred Stock pursuant to the Subscription Agreement, and the issuance of the Warrant pursuant to the Transaction Agreement, will each be made in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the “Securities Act”), pursuant to Section 4(a)(2) thereof. Any shares of Common Stock deliverable upon conversion of the Series A Preferred Stock or upon exercise of the Warrant will be issued in reliance upon the exemption from registration in Section 3(a)(9) or Section 4(a)(2) of the Securities Act, respectively. Detailed descriptions of the Series A Preferred Stock and the Warrant are included in, and are incorporated into this Item 3.02 by reference to, Item 1.01.

Item 3.03. Material Modification to Rights of Security Holders.

On the Closing Date, the Company will issue 400,000 shares of Series A Preferred Stock to the Department of Defense. Holders of the Series A Preferred Stock will have preferential rights on the distribution of the Company’s assets upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company over holders of Common Stock and any other series of preferred stock issued by the Company in the future. A more detailed description of the Series A Preferred Stock is included in, and is incorporated into this Item 3.03 by reference to, Item 1.01.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On the Closing Date, the Company will file the Certificate of Designations with the Secretary of State of the State of Delaware to establish and fix the terms of the Series A Preferred Stock. The Certificate of Designations will become effective upon filing. A more detailed description of the terms of the Series A Preferred Stock as set forth in the Certificate of Designations is included in, and is incorporated into this Item 3.02 by reference to, Item 1.01.

Item 7.01. Regulation FD Information.

Press Release and Investor Presentation

On July 10, 2025, the Company issued a press release announcing the Transactions. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated by reference herein.

Attached hereto as Exhibit 99.2 and incorporated by reference herein is an investor presentation.

The information contained in the investor presentation is summary information that is intended to be considered in the context of the Company's Securities and Exchange Commission ("SEC") filings and other public announcements that the Company may make, by press release or otherwise, from time to time. The Company undertakes no duty or obligation to publicly update or revise the information contained in this report, although it may do so from time to time as its management believes is warranted. Any such updating may be made through the filing of other reports or documents with the SEC, through press releases or through other public disclosure.

The information furnished in Item 7.01 of this Current Report on Form 8-K under the heading "Press Release and Investor Presentation," as well as Exhibits 99.1 and 99.2, shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, unless the Company specifically states that the information is to be considered "filed" under the Exchange Act or specifically incorporates it by reference into a filing under the Securities Act or the Exchange Act.

Risk Factors

The Company's business, prospects, financial condition and results of operations, as well as the price of the Common Stock, can be affected by a number of factors, whether currently known or unknown, including those described in Part I, Item 1A. "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2024 (the "Form 10-K") and Part II, Item 1A. "Risk Factors" in our Quarterly Report on Form 10-Q for the three months ended March 31, 2025 (the "Form 10-Q"). When any one or more of these risks materializes from time to time, the Company's business, prospects, financial condition and results of operations, as well as the price of the Common Stock, can be materially and adversely affected.

The Company is supplementing the risk factors previously disclosed in the Company's Form 10-K and Form 10-Q with the risk factors relating to the Transactions set forth below.

Risks Related to the Transactions

While we have executed the Transaction Documents with the Department of Defense and received funding thereunder, there can be no assurances that the authorization of and continued support for the transactions contemplated by the Transaction Documents will not be modified, challenged or impaired in the future, which would have a material adverse effect on our business, prospects, financial condition and results of operations.

On the Effective Date, the Company and the Department of Defense executed the Transaction Documents and satisfied all conditions required thereunder, other than the receipt by the Company of the proceeds from the sale of the Series A Preferred Stock, which will be received on the Closing Date. We have received assurances from the Department of Defense that it has, pursuant to Title III of the Defense Production Act ("DPA"), 50 U.S.C. § 4531 *et seq.*, as well as other authorities, all requisite authority to enter into the Transaction Documents and to consummate its obligations thereunder, including with respect to appropriation of the funds that will be used to purchase the Series A Preferred Stock on the Closing Date and to fund the Samarium Project Loan within 30 days following the Effective Date (subject to certain mutually agreed extensions). However, given the unconventional use of DPA Title III authority, the need for the Department of Defense to secure additional funds in the future in order to meet its obligations in these Transaction Documents, as well as the heightened sensitivity and complexity of contracting with a government entity, particularly in a high profile industry implicating national security, there can be no assurances

that the authorization of and continued support for the Transactions will not be modified, challenged or impaired in the future, which could have a material adverse effect on our business, prospects, financial condition and results of operations. We believe there are multiple factors that may contribute to this uncertainty, including, but not limited to, the interpretation of current and future, and enactment of future, federal and international laws, regulations, administrative actions and rulings, and interpretations and changes to interpretations thereof, whether by a court or within the legislative or executive branches of the federal government; our ability to comply with any conditions or other requirements imposed by such laws, regulations, actions and rulings, and changes thereto; a determination by the legislative, judicial, or executive branches of the federal government that any aspect of Transaction Documents was unauthorized, void, or voidable; future changes in federal administration and related executive and legislative priorities; the continued availability of Congressional appropriations and Department of Defense funding; geopolitical developments; and the legal and strategic challenges associated with enforcing the obligations of and seeking performance from a government counterparty, especially in conjunction with the unique defenses and remedies available to the federal government. Furthermore, while the Department of Defense is contractually bound under the Transaction Documents, no other agency, office or branch of the federal government has made any assurances or has any obligations under the Transaction Documents to actively support, accede to or refrain from challenging, investigating or otherwise impeding the commitments and obligations of the parties to the Transaction Documents, whether now or in the future. The Transactions may also be challenged by other third parties and are subject to the risk of litigation, both the cost and result of which could materially adversely affect our business, prospects, financial condition and results of operations. The Transaction Documents contain affirmative covenants requiring us to take certain actions and negative covenants restricting our ability to take certain actions, which the failure to comply with could give rise to an event of default under the applicable Transaction Documents and if any such event of default is not waived by the Department of Defense, the Department of Defense would have the right to exercise certain remedies or damages including but not limited to termination of one or more of the Transaction Documents and/or acceleration of maturity of the Samarium Project Loan any of which could materially adversely affect our business, results of operations and financial position.

The Transaction Documents require the Company to make substantial investments in and commitments to specific aspects of our business, namely the expansion of our midstream separation capabilities and development of our 10X facility. Furthermore, under the terms of the Offtake Agreement, we anticipate that the Department of Defense will become our largest customer of magnets and that the obligations of the Department of Defense under the PPA and Offtake Agreement will represent a significant source of our revenue. As such, we will be heavily reliant upon the continued availability of financing provided by the Department of Defense (including its ability to secure sufficient funding from the legislative branch), as well as the Department of Defense's long-term pricing and offtake commitments in planning our operations and formulating our strategic plan. If for any reason contractually agreed to (but currently unavailable) funding is not timely appropriated by the legislative branch or otherwise becomes unavailable, reduced, restricted, or delayed, we may need to seek alternate financing arrangements, and there can be no assurance that we would be able to secure replacement financing on acceptable terms, at favorable pricing, in a timely manner or at all. If we are not successful in generating alternate financing from operations or in equity or debt capital raising transactions, we may need to reduce our costs, which measures could include selling or consolidating certain operations or assets, and delaying, canceling or scaling back our development projects. Further, historically, market prices for rare earth metals and their downstream products have been subject to a high degree of volatility. If the Department of Defense were to fail to meet its obligations with respect to its pricing and offtake commitments, or to be delayed in doing so, our products may not be cost-optimized to compete in the market, and our profitability may be materially adversely impacted if we choose to offer our products at a reduced price. Additionally, because many of our products may be designed to satisfy Department of Defense specifications and requirements, our products may not find customers in the commercial marketplace, and our profitability may be materially adversely impacted if we are unable to identify alternative sales channels. Failure by either or both of the Company and the Department of Defense to perform its obligations under the PPA and Offtake Agreement would have a material adverse impact on our business, prospects, financial condition and results of operations.

Our operations are subject to extensive regulatory requirements enforced in part by the federal government. If government regulations are interpreted or enforced in a manner adverse to us, we may be subject to enforcement actions, penalties, exclusion, and other material limitations on our operations. Any change in our relationship with the federal government could impair our ability to operate our existing business and pursue our strategic plans. Furthermore, many of the potential opportunities presented by our strategic relationship with the Department of Defense cannot be replaced, including the government's unique position to assist and facilitate our sourcing of

heavy rare earth feedstock and securing necessary environmental permits and approvals, and with respect to the designation with the highest priority DX Rating under the Defense Priorities and Allocations System (DPAS) of our contracts relating to the Transactions. In the event of any termination or frustration of the Transaction Documents, in full or in part, we may have limited recourse and remedies available against the Department of Defense and the federal government.

The Company's agreement to the Transaction Documents also subjects it to various laws, regulations, and other policies and considerations that may constrain our future business or otherwise have a material adverse impact on future financial results. We may be subject to heightened scrutiny of our business activities with both government and non-government customers, government audits, investigations, congressional scrutiny, inquiries about conflicts of interest, civil or criminal enforcement by the Department of Justice (including actions under the False Claims Act), exclusion or limitation on future government-funded opportunities, suspension, debarment, and other administrative remedies.

The Transaction Documents contain affirmative and negative covenants that may restrict our ability and the ability of our subsidiaries to take actions management believes are important to our long-term strategy, and therefore could have a material adverse effect on our business, prospects, financial condition, or results of operations.

The Transaction Documents contain affirmative covenants requiring us to take certain actions and negative covenants restricting our ability to take certain actions. The affirmative covenants impose obligations on us with respect to, among other things, (i) constructing and developing the 10X Facility, (ii) expanding HREE refining capacity at the Mountain Pass Facility, to include, after the Department of Defense extends the Samarium Project Loan to the Company in accordance with the Transaction Agreement, the separation of samarium oxide, (iii) expanding/recommissioning hydrochloric acid facilities at the Mountain Pass Facility, (iv) expanding capacity at the Independence Facility to a projected 3,000 tons of magnets annually and (v) selecting and funding from available alternatives on or prior to the date that is 45 days after the Closing Date at least \$350,000,000 of net proceeds. The negative covenants in the Transaction Documents restrict us with respect to, among other things, (i) consummating a Fundamental Event other than to person(s) from certain permitted jurisdictions, (ii) selling any equity or material assets of the Project Company, (iii) selling assets or products identified by the Department of Defense as a priority to U.S. national security interests, (iv) knowingly issuing more than 14.9% of the Common Stock to person(s) from foreign jurisdictions other than certain permitted jurisdictions, (v) consummating a Fundamental Event subject to the jurisdiction of the Committee on Foreign Investment in the United States ("CFIUS") without obtaining CFIUS clearance prior to consummation and (vi) selling NdPr or magnets to any customer that is a Restricted Buyer or permitting any customer to resell NdPr or magnets to a Restricted Buyer (other than any NdPr or magnets that are included in another finished product sold by such customer).

Compliance with the affirmative and negative covenants contained in the Transaction Documents could restrict our ability to take actions that management believes are important to our long-term strategy. If strategic transactions we wish to undertake are prohibited by the Transaction Documents, our ability to execute our long-term strategy could be materially adversely affected, which could in turn have a material adverse effect on our business, prospects, financial condition, or results of operations.

The conversion or exercise of the Series A Preferred Stock and the Warrant into shares of Common Stock would dilute the ownership position of existing common stockholders, and the subsequent sale of a substantial number of such shares of Common Stock in the public market, or the perception of such sales, could cause our stock price to decline.

The shares of Common Stock into which the shares of Series A Preferred Stock to be issued on the Closing Date will be initially convertible and for which the Warrant will be initially exercisable collectively represent 15% of the Company's issued and outstanding Common Stock as of the Closing Date, without giving effect to the issuance of such shares. The Series A Preferred Stock and the Warrant are convertible and exercisable at any time and from time to time after the date that is 45 days after the Closing Date (subject to certain extensions), and the initial conversion price and exercise price are equal to the last-reported sale price of the Common Stock on the last trading day prior to execution of the Subscription Agreement and Transaction Agreement. Additionally, depending on the manner in which the Company determines to fund the Funding Allocation, the Funding Allocation could result in further

significant issuances of our Common Stock, or of Common Stock underlying other securities, relating to the Transactions. At any time after the five year anniversary of the Closing Date, if the closing price of our Common Stock exceeds 150% of the then-current conversion price for at least 20 trading days in any period of 30 consecutive trading days, we will have the option to require all or any portion of the then-outstanding Series A Preferred Stock be converted into Common Stock at the then-current conversion price, subject to certain liquidity and other conditions. As such, existing common stockholders may experience substantial dilution of their ownership positions.

Furthermore, the sale of a substantial number of shares of our Common Stock in the public market, or the perception that these sales might occur, including of the shares issuable upon conversion and exercise of the Series A Preferred Stock and the Warrant, could depress the market price of our Common Stock and could impair our ability to raise capital through the sale of additional equity securities. We are unable to predict the effect that sales may have on the prevailing market price of our Common Stock.

The financial, tax and accounting treatment of the Transactions contemplated by the Transaction Documents remains uncertain and subject to change.

Given both the novelty and complexity of the Transactions, the Company's initial analysis of the financial, tax and accounting implications of its commitments and obligations under the Transaction Documents has not been completed and may take considerable time and require significant attention from management. Additionally, no assurance can be provided that this initial assessment will not require adjustment or amendment over time due to changes in tax law or regulations, accounting practices and requirements and unforeseen developments in the course of providing services and receiving cash flows relating to the Transactions, particularly with respect to the Offtake Agreement and PPA, including with respect to the timing and characterization of payments received from the Department of Defense, among other considerations. The Transaction Documents are also highly integrated, and certain of the obligations under each Transaction Document are contingent upon or impacted by the terms and obligations of the others. If one or more of the Transaction Documents, or one or more elements of the Transactions, were to be altered, amended or terminated, management would need to assess the financial, tax and accounting implications of such changes, which could be significant, together with any related remedies available to the Company and the present condition of its business and operations. We are unable to predict, and may not be able to anticipate, either these changes or the impact thereof. Any of the foregoing may have a material adverse effect on our business, prospects, financial condition and results of operations, including, but not limited to, material changes to our financial outlook, recharacterizations, restatements or other modifications of our financial statements or adjustments to previously provided estimates or guidance.

Inability to perform the obligations under our customer supply agreements could have a material adverse effect on our business, prospects, financial condition and results of operations.

We have entered into the Transaction Documents with the Department of Defense, including the Offtake Agreement, and we previously entered into a binding long-term supply agreement with the General Motors Company ("GM"). Our ability to fulfill our obligations under these long-term agreements to supply the Department of Defense and GM, as well as any other future customers, with magnets and magnet materials, are subject to a number of risks and contingencies. We are currently building the Independence Facility, the first scaled rare earth magnet manufacturing facility in the U.S. in several decades, and under the Transaction Agreements, we are required to begin planning and constructing a second rare earth magnet manufacturing facility, the 10X Facility. While we are relying, and will rely, on a number of experienced engineers and other third parties in the design, engineering and construction of the Independence Facility and the 10X Facility, we are making and will be required to make a number of judgments and assumptions on process design, equipment selection and design, and plant operations, that may or may not prove to be correct. Design, engineering or construction delays may impair our ability to perform under our long-term agreements with the Department of Defense and GM, as well as those made with any other future customers. We will also need to promptly assess the need for and to build out additional resources to support multiple novel construction projects in parallel. In addition, we need to procure the necessary equipment and materials to produce magnets and their precursor products, some of which may be difficult to obtain. There can be no assurance that such resources, equipment and materials will be procured on time or not be delayed due to both the finite time and resources of our management and employees to assess and respond to these increased demand, and to circumstances beyond our control.

Further, we need to hire a sufficient number of engineers, operators and other professionals to successfully design and operate the Independence Facility and the 10X Facility. It may be difficult for us to hire employees with the experience, education and skills needed to produce magnet materials, and we may need to hire employees from other countries if we cannot recruit employees in the U.S. We will also face competition for these employees. These challenges may be exacerbated by the need to develop multiple facilities at the same time.

There can be no assurance that we successfully produce magnet materials at the volumes and quality necessary to meet the requirements under our long-term supply agreements with the Department of Defense and GM. In the event we are not able to mitigate these risks or fail to comply with the terms of the Transaction Agreements, particularly the Offtake Agreement, and our supply agreement with GM, we may experience material adverse effects on our business, prospects, financial condition and results of operations.

Cautionary Note Regarding Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act. Forward-looking statements may be identified by the use of the words such as “estimate,” “plan,” “shall,” “may,” “project,” “forecast,” “intend,” “expect,” “anticipate,” “believe,” “seek,” “will,” “target,” or similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements include, but are not limited to, statements regarding the forward-looking aspects of the Transactions, including the Funding Allocation, the intended use of proceeds of the Transactions and the Funding Allocation, the timing and consummation of future phases of the Transactions, the Company’s and the Department of Defense’s future obligations related to the Transactions, and the expected impact of the Transactions on the Company’s business and the broader industry; the availability of government appropriations, funding and support for the Transactions; the availability of additional or replacement funding for our development projects and operations; the financial, tax and accounting assessment and treatment of the various obligations and commitments under the Transaction Documents; our engagement with industry and the government and outcomes related to this engagement; the price and market for rare earth materials, the continued demand for rare earth materials and the market for rare earth materials generally; future demand for magnets; estimates and forecasts of the Company’s results of operations and other financial and performance metrics, including NdPr oxide production and shipments and expected NdPr oxide production and shipments; and the Company’s mining and magnet projects, including the Company’s ability to expand its separation capabilities to include samarium, the fact that the Company’s obligation to undertake such expansion is conditioned upon the Department of Defense extending the Samarium Project Loan in accordance with the Transaction Agreement, and to develop the 10X Facility and to achieve run rate production of separated rare earth materials and production of commercial metal and magnets. Such statements are all subject to risks, uncertainties and changes in circumstances that could significantly affect the Company’s future financial results and business.

These forward-looking statements are based on various assumptions, whether or not identified in this Current Report on Form 8-K, and on the current expectations of our management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many actual events and circumstances are beyond our control. These forward-looking statements are subject to a number of risks and uncertainties, including, but not limited to, risks related to the timing and achievement of expected business milestones, including with respect to the construction of the 10X Facility and the extension of the Samarium Project Loan by the Department of Defense; the availability of appropriations from the legislative branch of the federal government and the ability of the Department of Defense to obtain funding and support for the Transactions; the determination by the legislative, judicial or executive branches of the federal government that any aspect of the Transactions was unauthorized, void or voidable; our ability to obtain additional or replacement financing, as needed; our ability to effectively assess, determine and monitor the financial, tax and accounting treatment of the Transactions, together with our and the Department of Defense’s obligations thereunder; challenges associated with identifying alternate sales channels and customers for the highly-specialized products contemplated by the Transactions should the partnership be altered or terminated; our ability to effectively use the proceeds and utilize the other anticipated benefits of the Transactions as contemplated thereby; our ability to

effectively comply with the broader legal and regulatory requirements and heightened scrutiny associated with government partnerships and contracts; limitations on the Company's ability to transact with non-U.S. customers; changes in trade and other policies and priorities in U.S. and foreign governments, including with respect to tariffs; fluctuations, variability and uncertainty in demand and pricing in the market for rare earth products, including magnets; volatility in the price of our common stock; and those risk factors discussed in the Company's filings with the SEC, including Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other documents filed by the Company with the Securities and Exchange Commission.

If any of these risks materialize or our assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that we do not presently know or that we currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect our expectations, plans or forecasts of future events and views as of the date of this Current Report on Form 8-K. We anticipate that subsequent events and developments will cause our assessments to change. However, while we may elect to update these forward-looking statements at some point in the future, we specifically disclaim any obligation to do so, unless required by applicable law. These forward-looking statements should not be relied upon as representing our assessment as of any date subsequent to the date of this Current Report on Form 8-K. Accordingly, undue reliance should not be placed upon the forward-looking statements.

Item Financial Statements and Exhibits.

9.01

(d) Exhibits.

Exhibit Number	Description
3.1	<u>Form of Certificate of Designations of Series A Cumulative Perpetual Convertible Preferred Stock of MP Materials Corp.</u>
10.1	<u>Transaction Agreement, dated as of July 9, 2025, between MP Materials Corp. and the United States Department of Defense*</u>
10.2	<u>Subscription Agreement, dated as of July 9, 2025, between MP Materials Corp. and the United States Department of Defense</u>
10.3	<u>Form of Warrant to be issued by MP Materials Corp. to the United States Department of Defense</u>
10.4	<u>Form of Registration Rights Agreement between MP Materials Corp. and the United States Department of Defense</u>
10.5	<u>Offtake Agreement, dated as of July 9, 2025, between MP 10X Development, LLC and the United States Department of Defense</u>
10.6	<u>Price Protection Agreement, dated as of July 9, 2025, between MP Materials Corp. and the United States Department of Defense*</u>
10.7	<u>Form of Promissory Note between MP Materials Corp. and the United States Department of Defense</u>
99.1	<u>Press release, issued by MP Materials Corp. on July 10, 2025</u>
99.2	<u>Investor Presentation, dated July 10, 2025</u>
104	Cover Page Interactive Data File (formatted as inline XBRL).

* Certain identified information has been excluded from the exhibit because it both (i) is not material and (ii) would be competitively harmful if publicly disclosed.

SIGNATURE

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.

Date: July 10, 2025

MP Materials Corp.

By: /s/ Elliot D. Hoops

Elliot D. Hoops

General Counsel and Secretary

**FORM OF CERTIFICATE OF DESIGNATIONS, PREFERENCES AND RIGHTS OF SERIES A CONVERTIBLE PERPETUAL
PREFERRED STOCK OF MP MATERIALS CORP.**

Pursuant to Section 151 of the Delaware General Corporation Law (as amended, supplemented or restated from time to time, the “**DGCL**”), MP Materials Corp., a corporation organized and existing under the laws of the State of Delaware (the “**Corporation**”), in accordance with the provisions of Section 103 of the DGCL DOES HEREBY CERTIFY

FIRST: That, the Second Amended and Restated Certificate of Incorporation of the Corporation (the “**Certificate of Incorporation**”) authorizes the issuance of up to Fifty Million (50,000,000) shares of Preferred Stock, par value \$0.0001, of the Corporation (“**Preferred Stock**”) in one or more series and expressly vests the Board of Directors of the Corporation (the “**Board**”) with the authority to fix by resolution or resolutions the designations and the powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including, without limitation, the dividend rate, conversion rights, redemption price and liquidation preference, of any series of shares of Preferred Stock, and to fix the number of shares constituting any such series, and to increase or decrease the number of shares of any such series (but not below the number of shares thereof then outstanding);

SECOND: That, pursuant to the authority vested in the Board by the Certificate of Incorporation and delegated to the Transaction Committee of the Board on June 30, 2025 (the “**Transaction Committee**”), the Transaction Committee on July 9, 2025, adopted the following resolution designating a new series of Preferred Stock as “Series A Convertible Perpetual Preferred Stock”:

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to the authority vested in the Board in accordance with the provisions of Article IV of the Certificate of Incorporation and the provisions of Section 151 of the DGCL, and delegated to the Transaction Committee by the Board in accordance with the Certificate of Incorporation and the DGCL, a series of Preferred Stock of the Corporation designated as “Series A Convertible Perpetual Preferred Stock” is hereby authorized, and the designations, rights, preferences, powers, restrictions and limitations of the Series A Convertible Perpetual Preferred Stock shall be as follows:

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1. Designation. There shall be a series of Preferred Stock that shall be designated as “**Series A Convertible Perpetual Preferred Stock**” (the “**Series A Preferred Stock**”) and the number of shares constituting such series (“**Shares**”) shall be 400,000 with an initial Stated Value (as defined below) of \$1,000 per Share. The rights, preferences, powers, restrictions and limitations of the Series A Preferred Stock shall be as set forth herein. The Series A Preferred Stock shall be issued in book-entry form on the Corporation’s share ledger, subject to the rights of holders to receive certificated Shares under the DGCL.

2. Defined Terms. For purposes hereof, the following terms shall have the following meanings:

“**Accumulated Stated Value**” has the meaning set forth in Section 4.1.

“**Affiliate**” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control” (including, with its correlative meanings, “controlled by” and “under common control with”), when used with respect to any specified Person means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing. Notwithstanding anything to the contrary herein, the determination of whether one Person is an “**Affiliate**” of another Person for purposes of this Certificate of Designations shall be made based on the facts at the time such determination is made or required to be made, as the case may be, hereunder.

“**Beneficial Ownership Limitation**” has the meaning set forth in Section 7.3(e).

“**Board**” has the meaning set forth in the Recitals.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which the SEC or banks in the City of New York are authorized or required by law to close.

“**Certificate of Designations**” means this Certificate of Designations, Preferences and Rights of Series A Convertible Perpetual Preferred Stock of MP Materials Corp., as it may be amended from time to time.

“**Certificate of Incorporation**” has the meaning set forth in the Recitals.

“**Common Stock**” means the common stock, par value \$0.0001 per share, of the Corporation.

“**Compounded Dividends**” has the meaning set forth in Section 4.2.

“**Conversion Date**” has the meaning set forth in Section 7.3(d).

“**Conversion Limitation Adjustment Event**” means the consummation of (i) any share exchange, stock sale, consolidation or merger of the Corporation, or other transaction pursuant to which a majority of the Common Stock will be converted into cash, securities or other property or assets, or pursuant to which any Person or group of Persons will have the right to appoint a majority of the members of the Board, (ii) any issuance of Common Stock or other securities convertible into Common Stock pursuant to which any Person or group of Persons will have the right to appoint a majority of the Board, or (iii) any sale, lease or other transfer in one transaction or a series of transactions of any material portion of the consolidated assets of the Corporation and its Subsidiaries, taken as a whole, other than the transfer of assets of the Corporation to one or more of the Corporation’s wholly owned Subsidiaries.

“**Conversion Price**” means, initially, \$30.03 per Share (the “**Initial Conversion Price**”), as adjusted from time to time in accordance with Section 7.6.

“**Conversion Shares**” means the shares of Common Stock or other capital stock of the Corporation then issuable upon conversion of the Series A Preferred Stock in accordance with the terms of Section 7.

“Corporation” has the meaning set forth in the Preamble.

“DGCL” has the meaning set forth in the Preamble.

“Dividend Payment Date” has the meaning set forth in Section 4.2.

“Dividend Rate” means 7.0% per annum.

“Dividend” has the meaning set forth in Section 4.1.

“Equity Securities” has the meaning ascribed to such term in Rule 405 promulgated under the Securities Act as in effect on the date hereof, and in any event includes any stock, any partnership interest, any limited liability company interest and any other interest, right or security convertible into, or exchangeable or exercisable for, capital stock, partnership interests, limited liability company interests or otherwise having the attendant right to vote for directors or similar representatives.

“Ex-Dividend Date” means the first date on which shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance, dividend or distribution in question, from the Corporation or, if applicable, from the seller of Common Stock on such exchange or market (in the form of due bills or otherwise) as determined by such exchange or market.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Expiration Date” has the meaning set forth in Section 7.6(e).

“Governmental Authority” means any government, court, regulatory or administrative agency, commission, arbitrator (public or private) or authority or other legislative, executive or judicial governmental entity (in each case including any self-regulatory organization), whether federal, state or local, domestic, foreign or multinational.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“Initial Investor” means the United States Department of Defense.

“Insolvency Event” means:

(a) any voluntary or involuntary liquidation, dissolution or winding up of the Corporation;

(b) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of the Corporation, or a substantial part of the property or assets of the Corporation, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Corporation, or a substantial part of the property or assets of the Corporation, or (iii) the winding-up or liquidation of the Corporation, and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered; or

(c) the Corporation shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in clause (b) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Corporation, or a substantial part of the property or assets of the Corporation, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) become unable or admit in writing its inability or fail generally to pay its debts as they become due.

“Junior Securities” means, collectively, the Common Stock and each other class or series of capital stock now existing or hereafter authorized, classified or reclassified, the terms of which do not expressly provide that such class or series ranks on a parity basis with or senior to the Series A Preferred Stock as to dividend rights and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

“Last Reported Sale Price” of the Common Stock on any date means the closing sale price per share (or if no closing sale price is reported, the average of the bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices) on that date as reported in composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock is traded. If the Common Stock is not listed for trading on a U.S. national or regional securities exchange on the relevant date, the **“Last Reported Sale Price”** shall be the last quoted bid price per share for the Common Stock in the over-the-counter market on the relevant date as reported by OTC Markets Group Inc. or a similar organization. If the Common Stock is not so quoted, the **“Last Reported Sale Price”** shall be the average of the mid-point of the last bid and ask prices per share for the Common Stock on the relevant date from each of at least three nationally recognized independent investment banking firms selected by the Corporation for this purpose.

“Laws” mean all state or federal laws, common law, statutes, ordinances, codes, rules or regulations, orders, executive orders, judgments, injunctions, governmental guidelines or interpretations have the force of law, Permits, decrees, or other similar requirement enacted, adopted, promulgated, or applied by any Governmental Authority.

“Liquidation” has the meaning set forth in Section 5.1.

“Mandatory Conversion Date” has the meaning set forth in Section 7.2.

“Mandatory Conversion Determination” has the meaning set forth in Section 7.3(a).

“Mandatory Conversion Premium” means 150%.

“Mandatory Conversion Right” has the meaning set forth in Section 7.2.

“Mandatory Conversion Threshold” means the Conversion Price *multiplied by* the Mandatory Conversion Premium.

“Notice of Conversion” has the meaning set forth in Section 7.3(a).

“NYSE” means the New York Stock Exchange.

“Original Issue Date” means July 11, 2025. For the avoidance of doubt, any additional Series A Preferred Stock issued as contemplated by Section 6.01(b) of the Transaction Agreement shall be deemed to be issued on the Original Issue Date.

“Parity Securities” means any class or series of capital stock, the terms of which expressly provide that such class ranks pari passu with the Series A Preferred Stock as to dividend rights and rights on the distribution of assets on any voluntary or involuntary bankruptcy, liquidation, dissolution or winding up of the affairs of the Corporation.

“Permits” mean all licenses, franchises, permits, certificates, approvals and authorizations from Governmental Authorities.

“**Person**” means an individual, corporation, limited liability company, partnership, joint venture, association, trust, unincorporated organization or any other entity, including a Governmental Authority.

“**Preferred Stock**” has the meaning set forth in the Recitals.

“**Regulatory Laws**” shall mean, collectively, any Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or lessening of competition through merger or acquisition or restraint of trade or that affect foreign investment, outbound investment, foreign exchange, national security or national interest of any jurisdiction.

“**Reorganization Event**” has the meaning set forth in Section 7.6(f).

“**Restricted Stock Legend**” has the meaning set forth in Section 13(b).

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Senior Securities**” means any class or series of capital stock, the terms of which expressly provide that such class ranks senior to any series of the Series A Preferred Stock, has preference or priority over the Series A Preferred Stock as to dividend rights and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

“**Series A Preferred Stock**” has the meaning set forth in Section 1.

“**Shares**” has the meaning set forth in Section 1.

“**Special Payment**” has the meaning set forth in Section 4.4.

“**Special Payment Amount**” means the product of (i) the number of shares of Common Stock into which a Share would be convertible, and (ii) the amount by which (x) the sum of all cash dividends declared by the Board and paid by the Corporation on each share of Common Stock during the most recently completed fiscal year (as determined by the record date for such dividend payment) *exceeds* (y) 7.0% of the Last Reported Sale Price, in each case, as determined on the last Trading Day of such completed fiscal year.

“**Special Payment Date**” has the meaning set forth in Section 4.4.

“**Special Payment Record Date**” has the meaning set forth in Section 4.4.

“**Spin-Off**” has the meaning set forth in Section 7.6(d).

“**Stated Value**” means, with respect to any Share on any given date, \$1,000.00.

“**Subsidiary**” when used with respect to any Person, means any corporation, limited liability company, partnership, association, trust or other entity of which (x) securities or other ownership interests representing more than 50% of the ordinary voting power (or, in the case of a partnership, more than 50% of the general partnership interests) or (y) sufficient voting rights to elect at least a majority of the board of directors or other governing body are, as of such date, owned by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person.

“**Transaction Agreement**” means that Transaction Agreement, dated as of the Original Issue Date, by and between the Corporation and the Initial Investor (and any transferee that becomes party to the Transaction Agreement in accordance with its terms), as amended, modified or supplemented from time to time.

“**Tax**” and “**Taxes**” means any and all United States federal, state, local or non-United States taxes, fees, levies, duties, tariffs, imposts, and other similar charges (together with any and all interest, penalties and additions to tax) imposed by any Governmental Authority, including taxes or other charges in the nature of a tax on or with respect to income, franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers’ compensation, unemployment compensation or net worth; other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added or gains taxes; license, registration and documentation fees; and customs duties, tariffs and similar charges.

“**Trading Day**” means a Business Day on which NYSE (or any other national securities exchange on which the Common Stock is listed at such time) is open for business.

“**Transfer Agent**” means the Corporation’s transfer agent and registrar for the Common Stock, and any successor appointed in such capacity.

3. **Rank.** With respect to the distribution of assets upon Liquidation of the Corporation and payment of dividends, all Shares of the Series A Preferred Stock shall rank (a) senior to all Junior Securities and (b) *pari passu* with any Parity Securities in issue from time to time, and (c) junior to all Senior Securities; *provided*, that without the prior written consent of the holders of a majority of the then-issued and outstanding Series A Preferred Stock, the Corporation shall not issue any new Equity Interests of the Corporation, or reclassify, alter or amend any existing Equity Interests of the Corporation into, or issue any Equity Interests convertible into, Equity Interests of the Corporation, in each case, ranking *pari passu* with, or senior to, the Series A Preferred Stock with respect to the distribution of assets upon Liquidation.

4. **Dividends.**

4.1 **Accrual of Dividends.** From and after the Original Issue Date of the Shares, cumulative dividends (each, a “**Dividend**”) on each such Share shall accrue, whether or not there are funds legally available for the payment of dividends, on a daily basis in arrears at the applicable Dividend Rate on the sum of (i) the Stated Value thereof *plus* (ii) once compounded, any Compounded Dividends thereon (the Stated Value plus accumulated Compounded Dividends, the “**Accumulated Stated Value**”). For the avoidance of doubt, the payment of a Special Payment with respect to a Share or any rights with respect thereto shall not reduce or otherwise affect the Accumulated Stated Value of such Share.

4.2 **Payment of Dividends.** All Dividends shall compound quarterly on the last day of March, June, September and December of each calendar year, and shall be automatically added to the then current Accumulated Stated Value (“**Compounded Dividends**”).

4.3 **Dividend Calculations.** Dividends on the Series A Preferred Stock shall accrue on the basis of a 360-day year, consisting of twelve (12), thirty (30) calendar day periods, and shall accrue daily commencing on the Original Issue Date, and shall be deemed to accrue from such date whether or not earned or declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends.

4.4 **Special Payments.**

(a) **Generally.** For any completed fiscal year of the Corporation, to the extent the Special Payment Amount is greater than zero, the Corporation shall pay (a “**Special Payment**”), within the first 15 Business Days of the succeeding fiscal year (the date of such payment, the “**Special Payment Date**”), the Special Payment Amount to the holder of record of each Share as of the close of business on the last Business Day of such completed fiscal year (the “**Special Payment Record Date**”).

(b) **Conversion Prior to or Following a Record Date.** If the Conversion Date for any Shares is prior to the Special Payment Record Date, the holder of such Shares shall not be entitled to any Special Payment. If the Conversion Date for any Shares is after the Special Payment Record Date, but prior to the corresponding Special Payment Date, the holder of such Shares as of the Special Payment Record Date shall be entitled to receive such Special Payment, notwithstanding the conversion of such Shares prior to the applicable Special Payment Date.

5. Liquidation.

5.1 Liquidation. Upon the occurrence of any Insolvency Event of the Corporation (a “**Liquidation**”), the holders of Shares then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, *pari passu* with any payment to the holders of any Parity Securities and subject to the rights of Senior Securities and the Corporation’s creditors, but before any distribution or payment out of the assets of the Corporation shall be made to the holders of Junior Securities by reason of their ownership thereof, an amount in cash equal to the greater of (i) the Accumulated Stated Value, plus accrued and unpaid Dividends, and (ii) such amount as would have been payable had all Shares been converted into Common Stock at the Conversion Price immediately prior to such Liquidation (such amount, the “**Liquidation Price**”).

5.2 Insufficient Assets. If upon any Liquidation the remaining assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of the Shares the Liquidation Price to which they are entitled under **Section 5.1**, (a) the holders of the Shares shall share ratably in any distribution of the remaining assets and funds of the Corporation in proportion to the respective full preferential amounts which would otherwise be payable in respect of the Series A Preferred Stock or any Parity Securities in the aggregate upon such Liquidation if all amounts payable on or with respect to such Shares were paid in full, taking into account the Liquidation Price payable in respect of such Series A Preferred Stock, and (b) the Corporation shall not make or agree to make, or set aside for the benefit of the holders of Junior Securities, any payments to the holders of Junior Securities.

5.3 Notice Requirement. In the event of any Liquidation, the Corporation shall, within 10 days of the date the Board approves such action, or no later than 20 days prior to any stockholders’ meeting called to approve such action, or within 20 days of the commencement of any involuntary proceeding, whichever is earlier, give each holder of Shares written notice of the proposed action. Such written notice shall describe the material terms and conditions of such proposed action, including a description of the stock, cash and property to be received by the holders of Shares upon consummation of the proposed action and the date of delivery thereof and the Corporation shall contemporaneously with any such delivery publicly disclose any material, nonpublic information provided on a Current Report on Form 8-K or otherwise. If any material change in the facts set forth in the initial notice shall occur, the Corporation shall promptly give written notice to each holder of Shares of such material change.

6. Voting. Holders of the Series A Preferred Stock will not have any voting, consent or waiver rights except as set forth in this **Section 6** or as otherwise provided in the Certificate of Incorporation or required by the General Corporation Law of the State of Delaware. As long as any Share of Series A Preferred Stock is outstanding, the Corporation shall not amend, modify or supplement any provision of (a) this Certificate of Designations in a manner that would have a material adverse effect on the special rights, powers, preferences or privileges of the holders of the Series A Preferred Stock or (b) the Certificate of Incorporation in a manner that would have an adverse effect on the rights, powers, preferences or privileges of the holders of the Series A Preferred Stock, unless in each case, the prior written approval of the holders of a majority of the Series A Preferred Stock issued and outstanding has been obtained.

7. Conversion.

7.1 Holders’ Optional Right to Convert. Subject to the provisions of this **Section 7**, including the Beneficial Ownership Limitation, at any time and from time to time on or after the Original Issue Date, any holder of Series A Preferred Stock shall have the right by written election to the Corporation to convert all or any portion of the outstanding Shares (including any fraction of a Share) held by such holder into an aggregate number of shares of Common Stock as is determined by (a) *multiplying* the number of Shares (including any fraction of a Share) to be converted by the Stated Value for the Shares to be converted and then (b) *dividing* the result by the Conversion Price in effect immediately prior to such conversion, and in addition thereto the holder shall receive cash in lieu of any fractional shares as set out in **Section 7.3(c)**; *provided* that, if applicable, no holder of Shares shall have the right to convert all or any portion of the outstanding Shares into shares of Common Stock until the expiration or termination of the applicable waiting period (and any extension thereof) under the HSR Act and any other applicable Regulatory Laws.

7.2 **Mandatory Conversion.** Subject to the provisions of this **Section 7.** at any time following the fifth (5th) anniversary of the Original Issue Date, if the closing price per share of Common Stock exceeds the Mandatory Conversion Threshold for at least 20 Trading Days in any period of 30 consecutive Trading Days immediately prior to the date a holder of Shares receives a Notice of Mandatory Conversion (as defined below) and, at the time a Notice of Mandatory Conversion is delivered to a holder of Shares there is an effective registration statement registering, and the prospectus contained therein is available for, the issuance of the Conversion Shares, the Corporation may elect to convert all or any portion of the outstanding Shares (including any fraction of a Share) (the “**Mandatory Conversion Right**”) at the Conversion Price in effect immediately prior to such conversion (with the aggregate number of shares of Common Stock to be delivered by the Corporation determined pursuant to the formula set forth in **Section 7.1**), and in addition thereto the holder shall receive cash in lieu of any fractional shares as set out in **Section 7.3(c)**; *provided*, that in the case of an election to convert less than all of the outstanding Shares, the Corporation shall convert the same *pro rata* portion of each holder’s Shares converted pursuant to this **Section 7.2**. The date (the “**Mandatory Conversion Date**”) for any Mandatory Conversion will be a Business Day of the Corporation’s choosing that is no more than 20, nor less than 10, Business Days after the Notice of Mandatory Conversion for such Mandatory Conversion. Receipt of a valid Mandatory Conversion Notice will not limit a holder’s right to convert its Shares on a Conversion Date prior to the Mandatory Conversion Date. To exercise its Mandatory Conversion Right with respect to any Shares, the Corporation must send to each holder of such shares a written notice of such exercise (a “**Notice of Mandatory Conversion**”). Such Notice of Mandatory Conversion must state: (1) that the Corporation has exercised its Mandatory Conversion Right to cause the Mandatory Conversion of the Shares, briefly describing the Corporation’s Mandatory Conversion Right under this Certificate of Designations; (2) the Mandatory Conversion Date for such Mandatory Conversion and the date scheduled for the settlement of such Mandatory Conversion; (3) the number of Shares subject to Mandatory Conversion; (4) that Shares subject to Mandatory Conversion may be converted at the option of the holders thereof pursuant to an Optional Conversion at any time before the close of business on the Business Day immediately before the Mandatory Conversion Date; and (5) the Conversion Price in effect on the Notice of Mandatory Conversion Date for such Mandatory Conversion.

7.3 **Procedures for Conversion; Effect of Conversion.**

(a) **Mandatory Conversion.** If the Corporation duly exercises, in accordance with **Section 7.** its Mandatory Conversion Right with respect to any Share, then, subject to the restrictions imposed by the Beneficial Ownership Limitation, (1) the Mandatory Conversion of such Share will occur automatically and without the need for any action on the part of the holder(s) thereof; and (2) the shares of Common Stock due upon such Mandatory Conversion will be registered in the name of the holder(s) of such Shares as of the close of business on the related Mandatory Conversion Date. To the extent that the Beneficial Ownership Limitation applies to any holder, such holder shall within five Business Days of such holder’s receipt of the Notice of Conversion, provide the Corporation with a written determination (a “**Mandatory Conversion Determination**”), of whether such holder’s Shares are convertible (in relation to other securities owned by such holder, together with any Affiliates and Attribution Parties) and of how many Shares are convertible, and the submission of a Mandatory Conversion Determination shall be deemed to be such holder’s determination of the maximum number of Shares that may be converted, subject to the Beneficial Ownership Limitation and the portion of the Conversion Shares issuable upon such Mandatory Conversion hereunder that would cause such holder to exceed the Beneficial Ownership Limitation shall be held in abeyance by the Corporation for the benefit of such holder (which shall not give the holder any power to vote or dispose of such Conversion Shares during such abeyance period) until such time, if ever, as such holder’s beneficial ownership thereof would not result in such holder exceeding the Beneficial Ownership Limitation. To ensure compliance with this restriction, each holder will be deemed to represent to the Corporation each time it delivers a Mandatory Conversion Determination that such determination has not violated the Beneficial Ownership Limitation and the Corporation shall have no obligation to verify or confirm the accuracy of such determination.

(b) **Holder Conversion.** In order to effectuate a conversion of Shares pursuant to **Section 7.1**, a holder or the Corporation, as applicable, shall submit a written election to the Corporation or the holders, as applicable, that such holder or the Corporation elects to convert Shares specifying the number of Shares elected to be converted (a “**Notice of Conversion**”). The holders shall surrender, along with a Notice of Conversion, if applicable, to the Corporation the certificate or certificates, if any, representing the Shares being converted, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto) or, in the event such certificate or certificates are lost, stolen or missing, accompanied by an affidavit of loss executed by the holder. The conversion of such Shares hereunder shall be deemed effective as of the date of submission of the Notice of Conversion and surrender of such Series A Preferred Stock certificate or certificates, if any, or delivery of such affidavit of loss, if applicable. Upon the receipt by the Corporation or the holders, as

applicable, of a Notice of Conversion and the surrender of such certificate(s) and accompanying materials (if any), the Corporation shall as promptly as practicable (but in any event within 5 business days thereafter) deliver to the relevant holder or holders, as applicable (A) the number of shares of Common Stock (including any fractional share) to which such holder or holders shall be entitled upon conversion of the applicable Shares as calculated pursuant to **Section 7.1**, as applicable, and, if applicable (B) the number of Shares delivered to the Corporation for conversion but otherwise not elected to be converted pursuant to the written election, in each case in book-entry form as recorded by the Transfer Agent. All shares of capital stock issued hereunder by the Corporation shall be duly and validly issued, fully paid and non-assessable, free and clear of all Taxes, liens, charges and encumbrances with respect to the issuance thereof.

(c) **Fractional Shares.** The Corporation shall not issue any fractional shares of Common Stock upon conversion of Series A Preferred Stock. Instead the Corporation shall pay a cash adjustment to the holder of Series A Preferred Stock being converted based upon the Last Reported Sale Price on the Trading Day immediately prior to the Conversion Date.

(d) **Effect of Conversion.** All Shares converted as provided in **Section 7.1** or **Section 7.2**, as applicable, shall no longer be deemed outstanding as of the applicable Conversion Date and all rights with respect to such Shares shall immediately cease and terminate as of such time, other than the right of the holder to receive shares of Common Stock and payment in lieu of any fraction of a Share in exchange therefor. The “**Conversion Date**” means the date on which such holder complies with the procedures in **Section 7.3(b)** (including the submission of the written election to the Corporation of its election to convert).

(e) **Limitation on Conversion.**

(i) **Beneficial Ownership Limitation.** The Corporation shall not effect any conversion of the Series A Preferred Stock, including, without limitation, by exercise of its Mandatory Conversion Right, and a holder shall not have the right to receive Conversion Shares to the extent that, after giving effect to such conversion, such holder (together with such holder’s Affiliates, and any Persons acting as a group together with such holder or any of such holder’s Affiliates (such Persons, “**Attribution Parties**”)) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by such holder and its Affiliates and Attribution Parties shall include the number of Conversion Shares issuable upon conversion of the Shares with respect to which such determination is being made, but shall exclude the number of Conversion Shares which are issuable upon (i) conversion of the remaining, unconverted Shares beneficially owned by such holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by such holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this **Section 7.3(e)(i)**, beneficial ownership shall be calculated as set forth in Rule 13d-3 of the rules and regulations under the Exchange Act, it being acknowledged by the holder that the Corporation is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the holder is solely responsible for any schedules required to be filed in accordance therewith (other than as it relates to a holder relying on the number of shares of Common Stock issued and outstanding as provided by the Corporation pursuant to this Section). In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this **Section 7.3(e)**, in determining the number of outstanding shares of Common Stock, a holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Corporation’s most recent periodic or annual report filed with the Commission, as the case may be, (ii) a more recent public announcement by the Corporation or (iii) a more recent written notice by the Corporation setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a holder, the Corporation shall within one Trading Day confirm orally and in writing to such holder the number of shares of Common Stock then outstanding. The “**Beneficial Ownership Limitation**” shall be 19.9% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of Conversion Shares upon conversion of the Shares held by the holder. The limitations contained in this **Section 7.3(e)** shall apply to a successor holder of Shares. The limitations contained in this **Section 7.3(e)** shall terminate immediately at any time at which the Common Stock ceases to be an “equity security” as defined in Rule 13d-1(i) promulgated under the Exchange Act (or any successor rule).

(ii) Limitation on Conversion Share Transfers. Any Conversion Shares issued upon conversion of a Share may be sold only pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from registration under the Securities Act; *provided*, that the holder shall take reasonable efforts based solely on its review of Section 13 filings made with the SEC, or if otherwise known to the holder, not to sell any Conversion Shares to any Person or “group”, within the meaning of Section 13(d) of the Exchange Act, if following, and taking into effect, such sale, such Person or group would beneficially own more than 9.9% of the outstanding Common Stock. For purposes of this Section **7.3(e)(ii)**, beneficial ownership shall be calculated as set forth in Rule 13d-3 of the rules and regulations under the Exchange Act; *provided*, that any Person shall be deemed to beneficially own any securities that such Person has the right to acquire, whether or not such right is exercisable immediately (including assuming conversion of all Shares) owned by such Person to Common Stock.

(iii) Adjustment of Limitation upon a Conversion Limitation Adjustment Event. In connection with, and conditioned upon the consummation of, a Conversion Limitation Adjustment Event, holders of Shares may, with at least 10 days’ advance written notice to the Corporation, elect to increase or remove the Beneficial Ownership Limitation. The Corporation shall provide written notice to all holders of record of Shares at least 20 days prior to the anticipated date of the Conversion Limitation Adjustment Event. The notice shall state (A) the anticipated date of the Conversion Limitation Adjustment Event; (B) a brief description of the Conversion Limitation Adjustment Event; and (C) the date by which holders of Shares must provide notice to the Corporation to effect an adjustment of the Beneficial Ownership Limitation.

7.4 Reservation of Stock. The Corporation shall at all times when any Shares are outstanding reserve and keep available out of its authorized but unissued shares of capital stock, solely for the purpose of issuance upon the conversion of the Series A Preferred Stock, such number of shares of Common Stock issuable upon the conversion of all outstanding Series A Preferred Stock pursuant to this **Section 7**, taking into account any adjustment to such number of shares so issuable in accordance with **Section 7.6** hereof, and without regard to the Beneficial Ownership Limitation. The Corporation shall take all such actions as may be necessary to assure that all such shares of Common Stock may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Common Stock may be listed (except for official notice of issuance which shall be immediately delivered by the Corporation upon each such issuance). The Corporation shall not close its books against the transfer of any of its capital stock in any manner which would prevent the timely conversion of the Shares.

7.5 No Charge or Payment. The issuance of certificates for shares of Common Stock upon conversion of Shares pursuant to **Section 7.1** or **Section 7.2**, as applicable, shall be made without payment of additional consideration by, or other charge, cost or Tax (to the extent permitted under applicable law) to, the holder in respect thereof. To the extent that any transfer, excise, sales and use, or similar taxes and fees (“**Transfer Taxes**”) are imposed upon or incurred in connection with the issuance or conversion of the Series A Preferred Stock under applicable law, the Corporation shall bear 100% of any such Transfer Taxes.

7.6 Adjustment to Conversion Price and Number of Conversion Shares. In order to prevent dilution of the conversion rights granted under this **Section 7**, the Conversion Price and the number of Conversion Shares issuable on conversion of the Shares shall be subject to adjustment, without duplication, from time to time as provided in this **Section 7.6**, except that the Corporation shall not make any adjustment to the Conversion Price if each holder of the Series A Preferred Stock participates, at the same time and upon the same terms as all holders of Common Stock and solely as a result of holding Series A Preferred Stock, in any transaction described in this **Section 7.6** without having to convert its Series A Preferred Stock, as if each such holder held a number of shares of Common Stock that would be issuable upon conversion of such Series A Preferred Stock in accordance with **Section 7.1**.

(a) Subdivisions and Combinations. In case the outstanding shares of Common Stock shall be subdivided (whether by stock split, recapitalization or otherwise) into a greater number of shares of Common Stock or combined (whether by consolidation, reverse stock split or otherwise) into a lesser number of shares of Common Stock, then the Conversion Price in effect at the opening of business on the day following the day upon which such subdivision or combination becomes effective shall be adjusted to equal the product of the Conversion Price in effect on such date and a fraction the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such subdivision or combination, and the denominator of which shall be the number of shares of Common Stock outstanding immediately after such subdivision or combination. Such adjustment shall become effective retroactively to the close of business on the day upon which such subdivision or combination becomes effective.

(b) Stock Dividends or Distributions. If the Corporation shall issue shares of Common Stock as a dividend or distribution on all or substantially all shares of Common Stock or if the Corporation effects a stock split or combination of the Common Stock (other than as set forth in **Section 7.6(f)**), the Conversion Price shall be adjusted based on the following formula:

$$CP_1 = CP_0 \times \frac{OS_0}{OS_1}$$

where,

CP_1 = the Conversion Price in effect immediately after the open of business on the Ex-Dividend Date for such dividend or distribution or the effective date of such share split or share combination, as the case may be;

CP_0 = the Conversion Price in effect immediately prior to the open of business on the Ex-Dividend Date for such dividend or distribution or the effective date of such share split or share combination, as the case may be;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the open of business on the Ex-Dividend Date for such dividend or distribution or the effective date of such share split or share combination, as the case may be; and

OS_1 = the number of shares of Common Stock that would be outstanding immediately after giving effect to such dividend, distribution, share split or share combination, as the case may be.

Any adjustment made under this clause (b) shall become effective immediately after the open of business on such Ex-Dividend Date for such dividend or distribution, or immediately after the open of business on the effective date for such share split or share combination, as applicable. If any dividend or distribution of the type described in this clause (b) is declared but not so paid or made, the Conversion Price shall be immediately readjusted, effective as of the date the Board determines not to pay such dividend or distribution, to the Conversion Price that would then be in effect if such dividend or distribution had not been declared or announced.

(c) Distributions of Rights, Options or Warrants. If the Corporation shall distribute to all or substantially all holders of its Common Stock any rights, options or warrants (other than rights, options or warrants distributed in connection with a stockholders' rights plan, in which case the provisions of **Section 7.6(g)** shall apply) entitling them to purchase, for a period of not more than 45 calendar days from the announcement date for such distribution, shares of the Common Stock at a price per share less than the average of the Last Reported Sale Prices of the Common Stock for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement date for such distribution, the Conversion Price shall be decreased based on the following formula:

$$CP_1 = CP_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

- CP₁ = the Conversion Price in effect immediately after the open of business on the Ex-Dividend Date for such distribution;
- CP₀ = the Conversion Price in effect immediately prior to the open of business on the Ex-Dividend Date for such distribution;
- OS₀ = the number of shares of the Common Stock outstanding immediately prior to the open of business on the Ex-Dividend Date for such distribution;
- X = the number of shares of the Common Stock equal to the aggregate price payable to exercise such rights, options or warrants, *divided* by the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the announcement date of such distribution; and
- Y = the total number of shares of the Common Stock issuable pursuant to such rights, options or warrants.

Any decrease made under this clause (c) shall be made successively whenever any such rights, options or warrants are distributed and shall become effective immediately after the open of business on the Ex-Dividend Date for such distribution. To the extent that shares of the Common Stock are not delivered after the expiration of such rights, options or warrants, the Conversion Price shall be increased to the Conversion Price that would then be in effect had the increase with respect to the distribution of such rights, options or warrants been made on the basis of delivery of only the number of shares of the Common Stock actually delivered. If such rights, options or warrants are not so distributed, the Conversion Price shall be increased to the Conversion Price that would then be in effect if such record date for such distribution had not occurred.

For purposes of this clause (c), in determining whether any rights, options or warrants entitle the holders to subscribe for or purchase shares of the Common Stock at a price per share less than such average of the Last Reported Sale Prices of the Common Stock for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the announcement date for such distribution, and in determining the aggregate offering price of such shares of the Common Stock, there shall be taken into account any consideration received by the Corporation for such rights, options or warrants and any amount payable upon exercise or conversion thereof, the value of such consideration, if other than cash, as reasonably determined by the Corporation in good faith.

(d) Distributions of Equity Securities, Indebtedness, other Securities, Assets or Property. If the Corporation distributes shares of its Equity Securities, evidences of its Indebtedness, other assets or property of the Corporation or rights, options or warrants to acquire its Equity Securities or other securities to all or substantially all holders of Common Stock, excluding:

(i) dividends or distributions as to which adjustment is required to be effected pursuant to clause (b) or (c) above;

(ii) rights issued to all holders of the Common Stock pursuant to a rights plan, where such rights are not presently exercisable, trade with the Common Stock and the plan provides that the holders of Shares will receive such rights along with any Common Stock received upon conversion of the Shares;

(iii) dividends or distributions of cash or cash equivalents; and

(iv) Spin-Offs described below in this clause (d),

then the Conversion Price shall be decreased based on the following formula:

$$CP1 = CP0 \times \frac{SP_0 - FMV}{SP_0}$$

where,

- CP₁ = the Conversion Price in effect immediately after the open of business on the Ex-Dividend Date for such distribution;
- CP₀ = the Conversion Price in effect immediately prior to the open of business on the Ex-Dividend Date for such distribution;
- SP₀ = the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution; and
- FMV = the fair market value (as determined by the Board in good faith) of the shares of Equity Securities, evidences of Indebtedness, securities, assets or property distributed with respect to each outstanding share of the Common Stock immediately prior to the open of business on the Ex-Dividend Date for such distribution.

Any decrease made under the portion of this clause (d) above shall become effective immediately after the open of business on the Ex-Dividend Date for such distribution. If such distribution is not so paid or made, the Conversion Price shall be increased to be the Conversion Price that would then be in effect if such distribution had not been declared.

Notwithstanding the foregoing, if “FMV” (as defined above) is equal to or greater than “SP₀” (as defined above), in lieu of the foregoing decrease, each holder of Share may elect to receive at the same time and upon the same terms as holders of shares of Common Stock without having to convert its Series A Preferred Stock, the amount and kind of the Equity Securities, evidences of the Corporation’s Indebtedness, other assets or property of the Corporation or rights, options or warrants to acquire its Equity Securities or other securities of the Corporation that such holder would have received as if such holder owned a number of shares of Common Stock into which the Share of Series A Preferred Stock was convertible at the Conversion Price in effect on the Ex-Dividend Date for the distribution. If the Board of Directors determines the “FMV” (as defined above) of any distribution for purposes of this clause (d) by reference to the actual or when-issued trading market for any securities, it shall in doing so consider the prices in such market over the same period used in computing the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution.

With respect to an adjustment pursuant to this clause (d) where there has been a payment of a dividend or other distribution on the Common Stock in shares of Equity Securities of any class or series, or similar equity interests, of or relating to a Subsidiary or other business unit of the Corporation that will be, upon distribution, listed on a U.S. national or regional securities exchange (a “**Spin-Off**”), the Conversion Price shall be decreased based on the following formula:

$$CP_1 = CP_0 \times \frac{MP_0}{FMV + MP_0}$$

where,

- CP₁ = Conversion Price in effect immediately after the end of the Valuation Period;
- CP₀ = the Conversion Price in effect immediately prior to the end of the Valuation Period;
- FMV = the average of the Last Reported Sale Prices of the Equity Securities or similar equity interest distributed to holders of the Common Stock applicable to one share of the Common Stock (determined by reference to the definition of Last Reported Sale Price as set forth in **Section 2** as if references therein to Common Stock were to such Equity Securities or similar equity interest over the first 10 consecutive Trading Day period after, and including, the Ex-Dividend Date of the Spin-Off (the “**Valuation Period**”); and
- MP₀ = the average of the Last Reported Sale Prices of the Common Stock over the Valuation Period.

Any adjustment to the Conversion Price under the preceding paragraph of this clause (d) shall be made immediately after the close of business on the last Trading Day of the Valuation Period. If the Conversion Date for any share of Series A Preferred Stock to be converted occurs on or during the Valuation Period, then, notwithstanding anything to the contrary in this Certificate of Designations, the Corporation will, if necessary, delay the settlement of such conversion until the second (2nd) Business Day after the last Trading Day of the Valuation Period.

(e) Tender Offer, Exchange Offer. If the Corporation or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for the Common Stock, to the extent that the cash and value of any other consideration included in the payment per share of the Common Stock exceeds the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the last date (the “**Expiration Date**”) on which tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended), the Conversion Price shall be decreased based on the following formula:

$$CP_1 = CP_0 \times \frac{SP_1 \times OS_0}{AC + (SP_1 \times OS_1)}$$

where,

- CP₁ = the Conversion Price in effect immediately after the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the Expiration Date;
- CP₀ = the Conversion Price in effect immediately prior to the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the Expiration Date;
- AC = the aggregate value of all cash and any other consideration (as determined by the Board in good faith) paid or payable for shares purchased or exchanged in such tender or exchange offer;
- SP₁ = the average of the Last Reported Sales Prices of the Common Stock of over the 10 consecutive Trading Day period beginning on, and including, the Trading Day next succeeding the Expiration Date;
- OS₁ = the number of shares of the Common Stock outstanding immediately after the close of business on the Expiration Date (adjusted to give effect to the purchase or exchange of all shares accepted for purchase in such tender offer or exchange offer); and
- OS₀ = the number of shares of the Common Stock outstanding immediately prior to the Expiration Date (prior to giving effect to such tender offer or exchange offer).

provided, however, that the Conversion Price will in no event be adjusted up pursuant to this **Section 8(f)**, except to the extent provided in the immediately following paragraph. The adjustment to the Conversion Price pursuant to this **Section 8(f)** will be calculated as of the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the Expiration Date. If the Conversion Date for any share of Series A Preferred Stock to be converted occurs on the Expiration Date or during the Tender/Exchange Offer Valuation Period, then, notwithstanding anything to the contrary in this Certificate of Designations, the Corporation will, if necessary, delay the settlement of such conversion until the second (2nd) Business Day after the last Trading Day of the Tender/Exchange Offer Valuation Period.

To the extent such tender or exchange offer is announced but not consummated (including as a result of being precluded from consummating such tender or exchange offer under applicable law), or any purchases or exchanges of shares of Common Stock in such tender or exchange offer are rescinded, the Conversion Price will be readjusted to the Conversion Price that would then be in effect had the adjustment been made on the basis of only the purchases or exchanges of shares of Common Stock, if any, actually made, and not rescinded, in such tender or exchange offer.

(f) Adjustment for Reorganization Events. If there shall occur any reclassification, statutory share exchange, reorganization, recapitalization, consolidation or merger involving the Corporation with or into another Person in which the Common Stock (but not the Series A Preferred Stock) is converted into or exchanged for securities, cash or other property (excluding a merger solely for the purpose of changing the Corporation’s jurisdiction of incorporation), including a Conversion Limitation Adjustment Event (without limiting the rights of holders of Series A Preferred Stock or the Corporation with respect to any Conversion Limitation Adjustment

Event) (a “**Reorganization Event**”), then, subject to **Section 5**, following any such Reorganization Event, each Share shall remain outstanding or be converted or exchanged for other preference securities pursuant to Section 10 hereof, and be convertible into the number, kind and amount of securities, cash or other property which a holder of such Share would have received in such Reorganization Event had such holder converted its Shares into the applicable number of shares of Common Stock immediately prior to the effective date of the Reorganization Event using the Conversion Price applicable immediately prior to the effective date of the Reorganization Event; and, in such case, appropriate adjustment (as determined in good faith by the Board) shall be made in the application of the provisions in this **Section 7.6** set forth with respect to the rights and interest thereafter of the holders of Series A Preferred Stock, to the end that the provisions set forth in this **Section 7.6** (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably practicable, in relation to any shares of stock or other property thereafter deliverable upon the conversion of the Series A Preferred Stock. Without limiting the Corporation’s obligations with respect to a Conversion Limitation Adjustment Event, the Corporation (or any successor) shall, no less than 20 calendar days prior to the occurrence of any Reorganization Event, provide written notice to the holders of Series A Preferred Stock of the expected occurrence of such event and of the kind and amount of the cash, securities or other property that each Share of Series A Preferred Stock is expected to be convertible into under this **Section 7.6(f)**. Failure to deliver such notice shall not affect the operation of this **Section 7.6(f)**. The Corporation shall not enter into any agreement for a transaction constituting a Reorganization Event unless, to the extent that the Corporation is not the surviving corporation in such Reorganization Event, or will be dissolved in connection with such Reorganization Event, proper provision shall be made in the agreements governing such Reorganization Event for the conversion of the Series A Preferred Stock into stock of the Person surviving such Reorganization Event or such other continuing entity in such Reorganization Event.

(g) **Stockholders’ Rights Plan**. To the extent that any stockholders’ rights plan adopted by the Corporation is in effect upon conversion of the Shares, the holders of Shares will receive, in addition to any Common Stock due upon conversion, the appropriate number of rights, if any, under the applicable rights agreement (as the same may be amended from time to time). However, if, prior to any conversion, the rights have separated from the shares of the Common Stock in accordance with the provisions of the applicable stockholders’ rights plan, the Conversion Price will be adjusted at the time of separation as if the Corporation distributed to all holders of the Common Stock, shares of Equity Securities, evidences of Indebtedness, securities, assets or property as described in clause (d) above, subject to readjustment in the event of the expiration, termination or redemption of such rights.

(h) **Other Issuances**. Except as stated in this **Section 7.6**, the Corporation shall not adjust the Conversion Price for the issuances of shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock or rights to purchase shares of Common Stock or such convertible or exchangeable securities.

(i) **Adjustment at the Discretion of the Board**. The Corporation shall be permitted to decrease the Conversion Price by any amount for a period of at least 20 Business Days if the Board determines in good faith that such decrease would be in the best interest of the Corporation. In addition, to the extent permitted by applicable law and subject to the applicable rules of any exchange on which any of the Corporation’s securities are then listed, the Corporation also may (but is not required to) decrease the Conversion Price to avoid or diminish income tax to holders of Common Stock or rights to purchase shares of Common Stock in connection with a dividend or distribution of shares (or rights to acquire shares) or similar event. Whenever the Conversion Price is decreased pursuant to either of the preceding two sentences, the Corporation shall deliver to the holders of the Series A Preferred Stock a notice of the decrease at least fifteen (15) days prior to the date the decreased Conversion Price takes effect, and such notice shall state the decreased Conversion Price and the period during which it will be in effect.

(j) **Rounding; Par Value; De-minimis Adjustments**. All calculations under **Section 7.6** shall be made to the nearest 1/10,000th of a cent or to the nearest 1/10,000th of a share, as the case may be. No adjustment in the Conversion Price shall reduce the Conversion Price below the then par value of the Common Stock. If an adjustment to the Conversion Price otherwise required by this **Section 7.6** would result in a change of less than 1% to the Conversion Price, then, notwithstanding anything to the contrary in this **Section 7.6**, the Corporation may, at its election, defer and carry forward such adjustment, except that all such deferred adjustments must be given effect (i) when all such deferred adjustments would result in an aggregate change to the Conversion Price of at least 1%, (ii) on the Conversion Date of any share of Series A Preferred Stock and (iii) on the effective date of any Conversion Limitation Adjustment Event.

(k) Treatment of Pre-Record Date Adjustments. Notwithstanding this **Section 7.6** or any other provision of this Certificate of Designations, if a Conversion Price adjustment becomes effective on any Ex-Dividend Date, and a holder that has converted its Series A Preferred Stock on or after such Ex-Dividend Date and on or prior to the related record date would be treated as the record holder of the shares of Common Stock as of the related Conversion Date based on an adjusted Conversion Price for such Ex-Dividend Date, then, notwithstanding the Conversion Price adjustment provisions in this **Section 7.6**, the Conversion Price adjustment relating to such Ex-Dividend Date shall not be made for such converting holder. Instead, such holder shall be treated as if such holder were the record owner of the shares of Common Stock on an unadjusted basis and participate in the related dividend, distribution or other event giving rise to such adjustment.

(l) Notwithstanding anything to the contrary in this **Section 7**, the Conversion Price shall not be adjusted:

(i) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Corporation's securities and the investment of additional optional amounts in shares of Common Stock under any plan;

(ii) upon the issuance of any shares of Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Corporation or any of the Corporation's Subsidiaries;

(iii) upon the issuance of any shares of the Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in clause (ii) of this subsection and outstanding as of Original Issuance Date;

(iv) upon the repurchase of any shares of Common Stock pursuant to an open market share repurchase program or other buy back transaction, including structured or derivative transactions, that is not a tender or exchange offer of the kind described in **Section 7.6(e)**;

(v) solely for a change in the par value of the Common Stock; or

(vi) for accrued and unpaid Dividends, if any.

(m) Certificate as to Adjustment.

(i) As promptly as reasonably practicable following any adjustment of the Conversion Price, but in any event not later than thirty (30) days thereafter, the Corporation shall furnish to each holder of record of Series A Preferred Stock at the address specified for such holder in the books and records of the Corporation (or at such other address as may be provided to the Corporation in writing by such holder) a certificate of an executive officer setting forth in reasonable detail such adjustment and the facts upon which it is based and certifying the calculation thereof.

(ii) As promptly as reasonably practicable following the receipt by the Corporation of a written request by any holder of Series A Preferred Stock, but in any event not later than thirty (30) days thereafter, the Corporation shall furnish to such holder a certificate of an executive officer certifying the Conversion Price then in effect and the number of Conversion Shares or the amount, if any, of other shares of stock, securities or assets then issuable to such holder upon conversion of the Shares held by such holder.

8. Reissuance of Series A Preferred Stock. Shares that have been issued and reacquired by the Corporation in any manner, including shares purchased or redeemed or exchanged or converted, shall (upon compliance with any applicable provisions of the laws of the State of Delaware) have the status of authorized but unissued shares of Series A Preferred Stock of the Corporation undesignated as to series and may be designated or re-designated and issued or reissued, as the case may be, as part of any series of Series A Preferred Stock of the Corporation; *provided* that any issuance of such shares as Series A Preferred Stock must be in compliance with the terms hereof.

9. Notices. Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email of a PDF document if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent (a) to the Corporation, at its principal executive offices and (b) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (or at such other address for a stockholder as shall be specified in a notice given in accordance with this **Section 9**).

10. Share Exchanges, Reclassifications, Mergers and Consolidations. Without the prior written consent of the holders of a majority of the outstanding Shares, the Corporation shall not effect or validate any consummation of a binding share exchange or reclassification involving the Series A Preferred Stock, or of a merger or consolidation of the Corporation with another corporation or other entity, unless in each case (x) the Shares remain outstanding or, in the case of any such merger or consolidation with respect to which the Corporation is not the surviving or resulting entity, are converted into or exchanged for preference securities of the surviving or resulting entity or its ultimate parent, and (y) such shares remaining outstanding or such preference securities, as the case may be, have such rights, preferences, privileges and voting powers, and limitations and restrictions thereof, taken as a whole, as are not materially less favorable to the holders thereof than the rights, preferences, privileges and voting powers, and limitations and restrictions thereof, of Series A Preferred Stock immediately prior to such consummation, taken as a whole .

11. Amendments and Waiver. No provision of this Certificate of Designations may be amended, modified or waived, whether by merger, consolidation or otherwise, except by an instrument in writing executed by the Corporation and holders of a majority of outstanding Shares, and any such written amendment, modification or waiver will be binding upon the Corporation and each holder of Series A Preferred Stock; *provided*, that any amendment, whether by merger, consolidation or otherwise, to (i) decrease the Stated Value or Accumulated Stated Value or Dividend Rate of any Share of Series A Preferred Stock, (ii) adversely affect the right of a holder of Series A Preferred Stock to convert Series A Preferred Stock into Common Stock or otherwise modify the provisions with respect to conversion in a manner adverse to a holder of Series A Preferred Stock, or increase the Conversion Price (or any amendment, modification or waiver, whether by merger or otherwise, which would in its application increase the Conversion Price) or cause a mandatory conversion into shares of Common Stock of all or any portion of the outstanding Shares (except in the manner provided in Section 7.3(a) hereunder) (in each case, subject to such modifications as are required under this Certificate of Designations) or (iii) otherwise amend any other terms of the Series A Preferred Stock in a manner that would have a disproportionate adverse effect on any holder of the Series A Preferred Stock as compared to other holders of the Series A Preferred Stock, requires the consent of holders of each Share of Series A Preferred Stock. The holders of Series A Preferred Stock shall have all remedies available at law or in equity for a breach of this Certificate of Designations, including the right to seek specific performance. Any action by the Corporation without the consent of holders of Shares required by this **Section 11** is expressly *ultra vires* and shall be void *ab initio* and any action or attempted action, any contracts, amendments or other documentation thereof or related thereto are expressly null and void.

12. Withholding. The Corporation and its paying agent shall be entitled to withhold Taxes on all payments made on or with respect to the Series A Preferred Stock or Common Stock or other securities issued upon conversion of the Series A Preferred Stock in each case to the extent required by applicable Law.

13. Transfers and Exchanges.

(a) Transfer Restrictions on Series A Preferred Stock. Without the prior written consent of the Corporation, a holder may not sell, assign, transfer, pledge or dispose of all or any portion of such holder's Shares to any other Person. The Corporation shall be entitled to refuse to register any attempted transfer of Shares not in compliance with this **Section 13**, and any attempted sale, assignment, transfer, pledge or disposition in violation of this **Section 13(a)** shall be null and void.

(b) Legends.

(i) Each register and book entry for the Shares shall, subject to Section 6.02(d)(i) of the Transaction Agreement in the case of clause (1) below, contain notations in the following form (in addition to any additional legends or notations as may be required under applicable securities laws):

(1) [SECURITIES LAW LEGEND] THIS SECURITY AND THE SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SECURITY HAVE BEEN ACQUIRED FOR INVESTMENT AND WITHOUT A VIEW TO DISTRIBUTION AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER STATE SECURITIES LAWS. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THIS SECURITY OR THE SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SECURITY OR ANY INTEREST OR PARTICIPATION THEREIN MAY BE MADE EXCEPT (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS AND, IN THE CASE OF CLAUSE (B), OTHER THAN A SALE PURSUANT TO RULE 144 UNDER THE SECURITIES ACT (UNLESS REQUIRED BY THE TRANSFER AGENT), PROVIDED THAT THE CORPORATION, IF IT SO REQUESTS, RECEIVES AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO THE EFFECT THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS.

(2) [CONTRACTUAL RESTRICTIVE LEGEND] THIS SECURITY AND THE SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SECURITY HAVE BEEN ISSUED SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS AS SET FORTH IN (A) THE CERTIFICATE OF DESIGNATIONS OF THE SERIES A PREFERRED STOCK OF THE CORPORATION AND (B) A TRANSACTION AGREEMENT BETWEEN THE ISSUER OF THIS SECURITY AND THE PARTY REFERRED TO THEREIN, A COPY OF WHICH IS ON FILE WITH THE ISSUER. THE SECURITY REPRESENTED BY THIS INSTRUMENT MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH SAID CERTIFICATE AND AGREEMENT. ANY SALE OR OTHER TRANSFER NOT IN COMPLIANCE WITH SAID CERTIFICATE AND AGREEMENT WILL BE VOID.

(ii) Each register and book entry for the Conversion Shares shall, subject to Section 6.02(d)(i) of the Transaction Agreement with respect to clause (1) below and Section 6.02(d)(ii) of the Transaction Agreement with respect to clause (2) below, contain notations in the following form (in addition to any additional legends or notations as may be required under applicable securities laws):

(1) [SECURITIES LAW LEGEND] THIS SECURITY HAS BEEN ACQUIRED FOR INVESTMENT AND WITHOUT A VIEW TO DISTRIBUTION AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER STATE SECURITIES LAWS. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THIS SECURITY OR ANY INTEREST OR PARTICIPATION THEREIN MAY BE MADE EXCEPT (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS AND, IN THE CASE OF CLAUSE (B), OTHER THAN A SALE PURSUANT TO RULE 144 UNDER THE SECURITIES ACT (UNLESS REQUIRED BY THE TRANSFER AGENT), PROVIDED THAT THE CORPORATION, IF IT SO REQUESTS, RECEIVES AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO THE EFFECT THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS.

(2) [CONTRACTUAL RESTRICTIVE LEGEND] THIS SECURITY HAS BEEN ISSUED SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS AS SET FORTH IN (A) THE CERTIFICATE OF DESIGNATIONS OF THE SERIES A PREFERRED STOCK OF THE CORPORATION UPON THE CONVERSION OF WHICH THIS SECURITY WAS ISSUED AND (B) A TRANSACTION AGREEMENT BETWEEN THE ISSUER OF THIS SECURITY AND THE PARTY REFERRED TO THEREIN, A COPY OF WHICH IS ON FILE WITH THE ISSUER. THE SECURITY REPRESENTED BY THIS INSTRUMENT MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH SAID CERTIFICATE AND AGREEMENT. ANY SALE OR OTHER TRANSFER NOT IN COMPLIANCE WITH SAID CERTIFICATE AND AGREEMENT WILL BE VOID.

(iii) A holder's acceptance of any Share or Conversion Share deemed to be bearing a legend required by this **Section 13** will constitute such holder's acknowledgement of, and agreement to comply with, the restrictions set forth in such legend.

(c) **No Transfers or Exchanges of Fractional Shares.** Notwithstanding anything to the contrary in this Certificate of Designations, all transfers and exchanges of Series A Preferred Stock must be in an amount representing a whole number of Shares, and no fractional share of Series A Preferred Stock may be transferred or exchanged.

(d) **Settlement of Transfers and Exchanges.** Subject to the requirements of this **Section 13**, upon satisfaction of the requirements of this Certificate of Designations to effect a transfer or exchange of any Series A Preferred Stock, the Corporation will cause such transfer or exchange to be registered as soon as reasonably practicable but in no event later than the 3rd Business Day after the date of such satisfaction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designations, Preferences and Rights to be executed this 11th day of July, 2025.

MP MATERIALS CORP.

By: _____

Name: Elliot D. Hoops

Title: General Counsel and Secretary

[Signature Page to Certificate of Designations]

TRANSACTION AGREEMENT

by and between

MP MATERIALS CORP.

and

THE UNITED STATES DEPARTMENT OF DEFENSE

dated as of July 9, 2025

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TRANSACTION AGREEMENT

THIS TRANSACTION AGREEMENT (this “Agreement”), is entered into effective as of July 9, 2025 (the “Effective Date”) by and between MP Materials Corp., a Delaware corporation (the “Company”) and The United States Department of Defense (“DOD”). DOD and the Company are sometimes referred to herein together as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, on the Effective Date, the Company and DOD shall enter into a Subscription Agreement (the “Subscription Agreement”), in the form attached hereto as Exhibit A, pursuant to which the Company shall issue to DOD, and DOD shall purchase from the Company, at the Closing, in a private placement, the number of shares of Company Preferred Stock set forth therein (the “Purchased Company Preferred Stock”) for \$400,000,000 in cash (the “Preferred Purchase Price” and, such purchase, the “Preferred Purchase”);

WHEREAS, the Company shall seek to raise, on or prior to the 45th day after the Closing Date (the “Funding Allocation Deadline”), at least \$350,000,000 (such \$350,000,000, the “Additional Proceeds Threshold”) in net proceeds (the “Additional Proceeds”) through (as determined by the Company in its sole discretion) (x) a registered public offering of Company Common Stock, (y) any other equity, equity-linked or debt financing or (z) any combination of the foregoing (x) and (y) ((x), (y) and (z), collectively, the “Incremental Financing”), which net proceeds shall be incremental to the proceeds of the Samarium Project Loan (as defined below);

WHEREAS, at the Closing, the Company shall issue to DOD a warrant exercisable to purchase Company Common Stock (the “Company Warrant”), in the form attached hereto as Exhibit B, in consideration of, among other things, DOD agreeing to provide additional funding to the Company, on the terms set forth herein, by means of a purchase of Additional Company Preferred Stock (as defined below) in the amount of the Additional Proceeds Threshold less the amount of Additional Proceeds actually raised (the “Additional Proceeds Shortfall Amount”);

WHEREAS, at the Closing, the Company and DOD shall enter into a Registration Rights Agreement (the “Registration Rights Agreement”), in the form attached hereto as Exhibit C, which shall provide for certain rights and obligations associated with the resale registration of the Company Common Stock issuable to DOD upon the conversion of the Purchased Company Preferred Stock and the Additional Company Preferred Stock and the exercise of the Company Warrant;

WHEREAS, the Company is developing a commercial plant (the “10X Facility”) to produce sintered Neodymium-iron-boron (NdFeB) permanent-magnet blocks and/or finished magnets (the “Magnets”);

WHEREAS, the estimated cost of development and construction, commissioning and start up of the 10X Facility is \$1,250,000,000, which will be financed from a combination of dedicated cash of the Company and/or the proceeds set forth in the debt commitment letter referred to in Section 2.05 below with such debt commitment letter issued on the Effective Date;

WHEREAS, the Company will produce and/or sell certain quantities of Neodymium-Praseodymium (“NdPr”), including in connection with the production of the Magnets and each of the Company’s other products containing NdPr including, without limitation, any rare earth concentrate, NdPr oxide and NdPr metal (collectively, the “NdPr Products”);

WHEREAS, the Company and DOD shall enter into a loan agreement (the “Samarium Project Loan”), in the form attached hereto as Exhibit D, pursuant to which DOD shall provide the Company with a loan in an amount equal to one hundred fifty million (\$150,000,000) (the “Samarium Project Loan Amount”) in connection with the Samarium Project (as defined below) (such financing the “Samarium Project Financing”);

WHEREAS, as consideration for DOD’s funding of the Preferred Purchase Price, the Additional Proceeds Shortfall Amount (if any) and the Samarium Project Loan Amount, the Company has committed to use the foregoing funds, together with \$600,000,000 of its existing cash, the Additional Proceeds (up to the Additional Proceeds Threshold) and the 10X Facility Funding (collectively, the “Specified Funding Sources”), to undertake the construction of the 10X Facility and the completion of the Samarium Project and the Facility Improvements (collectively, the “Specified Funding Uses”);

WHEREAS, on the Effective Date, the Company and DOD shall enter into a Price Protection Agreement (the “Price Protection Agreement”), in the form attached hereto as Exhibit E, pursuant to which DOD shall provide certain price protection arrangements in connection with the Company’s production and/or sale of the NdPr Products;

WHEREAS, on the Effective Date, the Project Company (as defined below) and DOD shall enter into an Offtake Agreement (the “Offtake Agreement”), in the form attached hereto as Exhibit F, pursuant to which the Project Company shall sell to DOD, and DOD shall purchase from the Project Company, the Magnets produced at the 10X Facility;

WHEREAS, the Parties have agreed that the transactions contemplated by the Transaction Documents and certain other ancillary actions which need to be taken by the Parties to facilitate the foregoing (collectively, the “Transactions”) will be implemented in accordance with the terms of the Transaction Documents; and

WHEREAS, the Parties desire to agree to be bound by the terms of this Agreement, which shall be entered into and effective as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1

CERTAIN DEFINITIONS

Section 1.01 Defined Terms. As used herein, the following terms shall have the following meanings:

“10X Development Reports” has the meaning set forth in Section 6.04(c).

“10X Facility” has the meaning set forth in the Recitals.

“10X Facility Funding” has the meaning set forth in Section 2.05.

“10X Sale” means the consummation of (i) any equity issuance, equity exchange, equity sale, consolidation or merger of Project Company, or other transaction pursuant to which any Person or group of Persons other than the Company or any of its wholly-owned Subsidiaries will acquire any equity interests of Project Company, or as a result of which Project Company would otherwise cease to be a wholly-owned Subsidiary of the Company; or (ii) any sale, lease or other transfer in one transaction or a series of transactions of all or any material portion of the assets of the Project Company, other than (x) inventory sold in the ordinary course of business, or (y) to one or more of the Company’s wholly-owned Subsidiaries.

“19.9% Cap” has the meaning set forth in Section 6.02(b).

“Additional Company Preferred Stock” has the meaning set forth in Section 6.01(b).

“Additional Funding” has the meaning set forth in Section 6.01(b).

“Additional Funding Closing” has the meaning set forth in Section 6.01(d).

“Additional Funding Closing Date” has the meaning set forth in Section 6.01(d).

“Additional Funding Requirement Notice” has the meaning set forth in Section 6.01(c).

“Additional Proceeds” has the meaning set forth in the Recitals.

“Additional Proceeds Shortfall Amount” has the meaning set forth in the Recitals.

“Additional Proceeds Threshold” has the meaning set forth in the Recitals.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person at any time during the period for which the determination of affiliation is being made. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to elect a majority of the board of directors (or other governing body) or to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the Preamble.

“beneficially own,” “beneficial ownership of,” or “beneficially owning” any securities shall have the meaning set forth in Rule 13d-3 of the rules and regulations under the Exchange Act; *provided*, that any Person shall be deemed to beneficially own any securities that such Person has the right to acquire, whether or not such right is exercisable immediately (including assuming conversion of all Company Preferred Stock or exercise of the Company Warrant, if any, owned by such Person to Company Common Stock).

“Business Day” means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Law to be closed in the State of New York, the State of Nevada or Washington, D.C.

“Capitalization Date” has the meaning set forth in Section 4.01.

“Certificate of Designations” means that certain Certificate of Designations in the form attached hereto as Exhibit G.

“CFIUS” means (a) the Committee on Foreign Investment in the United States and (b) any U.S. Government agency acting in its capacity as a member agency of such committee or as an agency directly involved, pursuant to the DPA, in a review or investigation of any transactions or matters contemplated by this Agreement.

“CFIUS Clearance” means (a) written confirmation from CFIUS that it has completed its review or investigation under the DPA with respect to a Fundamental Event and determined that there are no unresolved national security concerns with respect to such transactions; or (b) CFIUS shall have sent a report to the President of the United States requesting the President’s decision under the DPA, and the President shall have announced a decision not to take any action to suspend or prohibit the Fundamental Event.

“Closing” has the meaning set forth in Section 2.01.

“Closing Date” has the meaning set forth in Section 2.01.

“Commitment Letter” has the meaning set forth in Section 2.05.

“Company” has the meaning set forth in the Preamble.

“Company Board” means the board of directors of the Company.

“Company Common Stock” means the common stock of the Company, par value \$0.0001 per share.

“Company Financial Statements” has the meaning set forth in Section 4.06.

“Company Material Adverse Effect” means a material adverse effect on the business, results of operation or financial condition of the Company and its consolidated Subsidiaries taken as a whole; *provided, however*, that Company Material Adverse Effect shall not be deemed to include the effects of (A) changes in general business, economic or market conditions (including changes generally in prevailing interest rates, credit availability and liquidity, currency exchange rates and price levels or trading volumes in the United States or foreign securities or credit markets), national or international political conditions or any outbreak or escalation of

hostilities, declared or undeclared acts of war or terrorism, in each case generally affecting the industries in which the Company and its Subsidiaries operate, (B) changes or proposed changes in generally accepted accounting principles in the United States (“GAAP”) or authoritative interpretations thereof, (C) changes affecting the financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (D) changes or proposed changes in securities and other laws of general applicability or related policies or interpretations of Governmental Authorities, (E) any “act of God,” including, but not limited to, weather, natural disasters, earthquakes, epidemics, pandemics and disease outbreaks (in the case of each of these clauses (A)—(C), other than changes or occurrences to the extent that such changes or occurrences have or would reasonably be expected to have a materially disproportionate adverse effect on the Company and its consolidated Subsidiaries taken as a whole relative to comparable companies), (D) changes or proposed changes in U.S. or non-U.S. tariff levels or policies or U.S. or non-U.S. international trade policies, (E) changes in the market prices of rare earth elements generally, (F) changes in the market price or trading volume of the Company Common Stock, or any other equity, equity-related or debt securities of the Company or its consolidated Subsidiaries (it being understood and agreed that the exception set forth in this clause (F) does not apply to the underlying reason giving rise to or contributing to any such change), (G) instance of cyberterrorism directly affecting the Company and its consolidated subsidiaries, (H) any failure by the Company to meet its internal financial projections, estimates (including any estimated timeframes for completing the construction of the 10X Facility or the Facility Improvements or achieving any targeted production capability of the 10X Facility) or budgets or (I) any action taken by the Company that is required to be taken or omission to act by the Company that is prohibited from being taken, in each case, pursuant to this Agreement or the other Transaction Documents.

“Company Preferred Stock” means the Series A Convertible Perpetual Preferred Stock, par value \$0.0001 per share, having the terms set forth in the Certificate of Designations, Preferences and Rights of Series A Convertible Perpetual Preferred Stock of the Company in the form attached as Exhibit A to the Subscription Agreement.

“Company Reports” has the meaning set forth in Section 4.07(a).

“Company Warrant” has the meaning set forth in the Recitals.

“Company Warrant Issuance” has the meaning set forth in Section 6.01(f).

“Confidential Information” has the meaning set forth in Section 10.16(a).

“Consent” means any approval, consent or ratification.

“Contract” means with respect to any Person, any written or oral and legally binding lease, contract, lease, sublease, deed, deed of trust, license, sublicense, arrangement, option, plan, mortgage, note, undertaking, indenture, joint venture, instrument or other agreement, commitment or legally binding arrangement to which or by which such Person is a party or otherwise subject or bound.

“Conversion Shares” has the meaning set forth in Section 4.02.

“DOD” has the meaning set forth in the Preamble.

“Designated DOD Expenses” means a positive amount that equals the aggregate DOD Expenses, less \$[***]; provided that in no event shall Designated DOD Expenses for which the Company shall be responsible be greater than \$[***]

“DOD Expenses” means the reasonable and documented out of pocket third-party fees and expenses incurred by DOD in respect of the counsel to DOD set forth on Schedule 1.01 in connection with the Transactions from June 1, 2025 through and including the Effective Date.

“DPA” means the Defense Production Act of 1950, 50 U.S.C. § 4501 *et seq.*, as amended, and the regulations promulgated thereunder, including those codified at 15 C.F.R. Part 700 *et seq.*

“DX Rating” means a priority rating authorized by the Defense Priorities Allocation System (“DPAS”) implemented in Title 15, Code of Federal Regulations, Part 700 or any other similar allocation system authority used to indicate the highest national priority procurement program, contract, or eligible contractual arrangement such that no other priority rating shall take precedence.

“EBITDA” has the meaning as amended to that term in the Offtake Agreement.

“Effective Date” has the meaning set forth in the Preamble.

“Estimated 10X Facility Milestones” has the meaning set forth in Section 6.04(a).

“Estimated Facility Improvements Milestones” has the meaning set forth in Section 6.05(a).

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended, and the regulations thereunder.

“Facility Development Reports” has the meaning set forth in Section 6.05(c).

“Facility Improvements” means the following contemplated improvements: (x) development and construction of HREE refining capacity at the Mountain Pass Facility, (y) the development, construction and/or recommission of hydrochloric acid facilities at the Mountain Pass Facility and (z) the development and construction of the expansion of the Independence Facility capacity to 3,000 tons of Magnets annually.

“Fiscal Year” means the fiscal year of the U.S. Government, currently established by 31 U.S.C. § 1102.

“Force Majeure Event” has the meaning set forth in the Offtake Agreement.

“Fundamental Event” means the consummation of (i) any transaction pursuant to which any Person or “group” within the meaning of Section 13(d) under the Exchange Act will in any way directly or indirectly acquire, control or hold (including, for avoidance of doubt, any prior holdings) more than 15.0% of the voting stock (or any securities or other interests convertible into or exchangeable for voting stock) of the Company, whether by stock issuance, merger, business combination, sale and purchase or otherwise (~~provided, however,~~ that the foregoing shall not apply to any acquisition, sale or purchase, or other transaction involving any underwriter, broker, agent or person acting in a similar role for distribution of such stock or other securities for distribution); or (ii) any sale, lease or other transfer in one transaction or a series of transactions of (1) all or a material portion of the equity or assets of the Project Company (or any other Subsidiary of the Company to which the 10X Facility is assigned) (other than sales of inventory in the ordinary course of business) or (2) all or substantially all of the consolidated assets of the Company and its Subsidiaries, taken as a whole, other than the transfer of assets of the Company to one or more of the Company’s wholly owned Subsidiaries.

“Funding Allocation Deadline” has the meaning set forth in the Recitals.

“Governmental Authority” means any (a) nation or government, state, commonwealth, province, territory, county, municipality, district, or other jurisdiction of any nature, or any political subdivision thereof, (b) federal, state, local, municipal, foreign, or other government, or (c) governmental or quasi-governmental authority of any nature (including any relevant domestic, foreign, multinational or international body, governmental division, department, agency, board, bureau, commission, instrumentality, official, organization, regulatory body, or other entity and any court, arbitrator, or other tribunal) exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any executive official thereof.

“Governmental Authorization” means any Consent, license, permit, certificate, identification number, approval, exemption, variance product registration or other registration issued or granted by or filed with any Governmental Authority pursuant to applicable Law.

“Guaranteed Obligations” has the meaning set forth in Section 6.09.

“HREE” means heavy rare earth elements.

“Incremental Financing” has the meaning set forth in the Recitals.

“Independence Facility” means the Mountain Pass Rare Earth Metal, Alloy and Magnet manufacturing facility located in Fort Worth, Texas.

“Law” means all codes, laws, common laws, statutes, Governmental Authorizations, ordinances, rules, regulations, orders, writs, judgments or injunctions of Governmental Authority, including any amendments thereto.

“Magnets” has the meaning set forth in the Recitals.

“Mountain Pass Facility” means the Mountain Pass Rare Earth Mine and Processing Facility located near Mountain Pass, San Bernardino County, California.

“NdPr” has the meaning set forth in the Recitals.

“NdPr Products” has the meaning set forth in the Recitals.

“NYSE” has the meaning set forth in Section 4.04.

“Offtake Agreement” has the meaning set forth in the Recitals.

“Parties” or “Party” have the meaning set forth in the Preamble.

“Permitted Fundamental Event” means the consummation of a Fundamental Event with a Permitted Person.

“Permitted Jurisdiction” means Australia, Canada, New Zealand, the United Kingdom and the U.S.

“Permitted Person” means a Person (i) organized in and beneficially owned and ultimately controlled by nationals of a Permitted Jurisdiction or (ii) who is a national of a Permitted Jurisdiction; *provided* in either case that such Person is not subject to any sanctions imposed by the United States Government.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Authority or any department, agency or political subdivision thereof.

“Preferred Purchase” has the meaning set forth in the Recitals.

“Preferred Purchase Price” has the meaning set forth in the Recitals.

“Previously Disclosed” means information set forth or incorporated in the Company’s Annual Report on Form 10-K for the most recently completed fiscal year of the Company (including, for the avoidance of doubt, any notes to the financial statements therein) filed with the Securities and Exchange Commission (the “SEC”) prior to the Effective Date (the “Last Fiscal Year”) or in its other reports and forms (including, for the avoidance of doubt, any notes to the financial statements therein) filed with or furnished to the SEC under Sections 13(a), 14(a) or 15(d) of the Exchange Act on or after the last day of the Last Fiscal Year and prior to the Effective Date.

“Price Protection Agreement” has the meaning set forth in the Recitals.

“Project Company” has the meaning set forth in Section 6.04(a).

“Project Plans” means the business plans with an estimated construction, development and commencement of commissioning and start up timeline furnished by or on behalf of the Company, for each of the Facility Improvements (as defined below) and the Samarium Project.

“Proper Application” means the submission of an application by a party for a permit, license, or other approval, in a timely manner, accompany by all relevant application and administration charges and fees payable by the relevant party.

“Purchased Company Preferred Stock” has the meaning set forth in the Recitals.

“Q1 10-Q” has the meaning set forth in Section 4.01.

“Registration Rights Agreement” has the meaning set forth in the Recitals.

“Remediation Plan” has the meaning set forth in Section 9.02(b).

“Representatives” of a Person shall mean any officer, director or employee of such Person or any investment banker, attorney, accountant or other advisor, agent or representative of such Person.

“Samarium Project” has the meaning set forth in Section 6.06(b).

“Samarium Project Financing” has the meaning set forth in the Recitals.

“Samarium Project Loan” has the meaning set forth in the Recitals.

“Samarium Project Loan Amount” has the meaning set forth in the Recitals.

“Securities Act” means the Securities Act of 1933, as amended, and the regulations thereunder.

“Shortfall Event” has the meaning set forth in Section 6.01(b).

“Specified Funding Sources” has the meaning set forth in the Recitals.

“Specified Funding Uses” has the meaning set forth in the Recitals.

“Specified Period” means the period commencing on the Closing Date and ending on the last to occur of the following: (i) the termination of the Price Protection Agreement, in accordance with its terms; (ii) the termination of the Offtake Agreement in accordance with its terms; (iii) the date on which DOD (or another Permitted U.S. Governmental Agency Transferee) disposes of, or transfers, 25% or more of its Purchased Company Preferred Stock, Additional Company Preferred Stock (if issued) or the Company Warrant, including any Company Common Stock resulting from the conversion or exercise thereof, that DOD and any Permitted U.S. Governmental Agency Transferee collectively holds or is entitled to hold on the Closing Date (or, in the case of Additional Company Preferred Stock, as of the date of issuance thereof), with such 25% measured on an aggregate as converted or exercised basis to Company Common Stock and (iv) the repayment in full of the Samarium Project Loan.

“Specified Purposes” has the meaning set forth in Section 10.16(a).

“Subscription Agreement” has the meaning set forth in the Recitals.

“Subsidiary” means, with respect to any specified Person, any: (a) corporation, fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly, owned by such Person; or (b) partnership, joint venture, association, or other entity in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity economic interest thereof or has the power to elect or direct the election of more than fifty percent (50%) of the members of the governing body of such partnership, joint venture, association or other entity.

“Transaction Documents” means this Agreement, the Subscription Agreement, the Company Warrant, the Registration Rights Agreement, the Certificate of Designation, the Price Protection Agreement, the Offtake Agreement, the Samarium Project Loan and any other agreements and instruments executed and delivered in connection with this Agreement.

“Transactions” has the meaning set forth in the Recitals.

“Transfer Taxes” has the meaning set forth in Section 6.07(c).

“U.S.” or “United States” means the United States of America.

“Voted Company Stock” has the meaning set forth in Section 8.03.

“Warrant Shares” has the meaning set forth in Section 4.03.

ARTICLE 2

CLOSING TRANSACTIONS AND DELIVERIES

Section 2.01 Closing. The closing of the transactions contemplated by Section 2.02 and Section 2.03 (the “Closing”) shall occur on July 11, 2025 (the “Closing Date”). At the Closing, the Parties shall deliver the agreements, certificates and other instruments and documents required to be delivered at or prior to the Closing pursuant to Section 2.05, Section 2.07 and Section 2.08.

Section 2.02 Preferred Purchase. At the Closing, upon the terms and conditions of this Agreement and the Subscription Agreement, the Company and DOD shall consummate the Preferred Purchase.

Section 2.03 Company Warrant Issuance. At the Closing, upon the terms and conditions of this Agreement and the Company Warrant, the Company shall consummate the Company Warrant Issuance.

Section 2.04 [Reserved]

Section 2.05 10X Facility Funding. At or prior to the Closing, the Company shall deliver or shall have delivered to DOD a binding commitment letter, subject only to the conditions expressly set forth therein (the “Commitment Letter”) from JPMorgan Chase Funding Inc., Goldman Sachs Bank USA and/or other financial institutions, substantially in the form and on the terms set forth on Exhibit H, to obtain cash in immediately available funds, available lines of credit

or other forms of debt financing (including, but not limited to, non-recourse debt at Project Company (as defined below)) in an amount equal to, in the aggregate, at least \$1,000,000,000, of which at least \$650,000,000 is specifically allocated to the construction of the 10X Facility (the “10X Facility Funding”). The Company will not amend, modify or terminate the Commitment Letters in a manner that would adversely impact the availability of the 10X Facility Funding without the prior written consent of DOD; *provided, however* that such Commitment Letters (i) may be amended or modified to add lenders, lead arrangers, bookrunners, syndication agents or other similar roles that had not previously executed the Commitment Letters, (ii) may be amended, modified or terminated as contemplated by their express terms, other than by the Company’s right to amend or waive such Commitment Letters pursuant to an instrument in writing signed by the Company and the other parties thereto, and (iii) may provide that such \$1,000,000,000 may be reduced on a dollar for dollar basis for certain equity and/or debt raises and certain unrestricted cash that is not segregated or otherwise earmarked for use as contemplated by the Transaction Documents.

Section 2.06 Certain Other Actions.

(a) The Company shall use up to \$600,000,000 of its existing cash to fund the development, construction, commissioning and start up of the Facilities Improvements, the 10X Facility and the Samarium Project.

(b) The Company shall not exercise its right to renew the term of the Offtake Agreement, dated as of March 4, 2022, between MP Mine Operations LLC and Shenghe Resources (Singapore) International Trading PTE LTD, and shall request to the counterparty thereto that such agreement be terminated by mutual agreement between the parties.

(c) The Company shall cause its existing share repurchase program of up to \$600,000,000 of the Company’s outstanding Company Common stock, effective until August 30, 2026, to be terminated, with such termination to be effective as of the Closing.

Section 2.07 Deliveries by the Company on the Effective Date and at the Closing.

(a) On the Effective Date, the Company shall deliver, or cause to be delivered, to DOD:

- (i) a counterpart to the Price Protection Agreement duly executed by the Company;
- (ii) a counterpart to the Offtake Agreement duly executed by the Project Company;
- (iii) a counterpart to the Subscription Agreement duly executed by the Company; and
- (iv) an executed copy of the Commitment Letter.

(b) At the Closing, the Company shall pay, or cause to be paid, on behalf of DOD, an amount in cash equal to the Designated DOD Expenses to counsel for DOD listed on and to the accounts set forth on Schedule 1.01, following receipt of final invoices from such counsel prior to the Closing.

(c) At the Closing, the Company shall deliver, or cause to be delivered, to DOD:

- (i) a number of shares of Company Preferred Stock equal to the Purchased Company Preferred Stock (including by delivering evidence of issuance in book-entry form) in accordance with the Subscription Agreement;
- (ii) the Company Warrant; and
- (iii) a counterpart to the Registration Rights Agreement duly executed by the Company.

Section 2.08 Deliveries by DOD on the Effective Date and at the Closing.

(a) On the Effective Date, DOD shall deliver, or cause to be delivered, to the Company:

- (i) a counterpart to the Price Protection Agreement duly executed by DOD;
- (ii) a counterpart to the Offtake Agreement duly executed by DOD; and
- (iii) a counterpart to the Subscription Agreement duly executed by DOD.

(b) At the Closing, DOD shall pay, or cause to be paid an amount in cash equal to the Preferred Purchase Price by wire transfer of immediately available funds, to an account designated by the Company prior to the Closing, in accordance with the Subscription Agreement.

(c) At the Closing, DOD, shall deliver, or cause to be delivered, to the Company a counterpart to the Registration Rights Agreement duly executed by DOD.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party as of the Effective Date as follows:

Section 3.01 Authority. Such Party has the requisite power and authority to execute and deliver this Agreement and the other Transaction Documents, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby (including the Transactions). As represented solely by DOD, DOD's authority includes, but is not limited to, 50 U.S.C. § 4533, and, with respect to the Samarium Loan, 10 U.S.C. § 149.

Section 3.02 Execution and Delivery; Enforceability. Such Party has taken all action necessary to authorize the execution and delivery by such Party of this Agreement, the other Transaction Documents and each agreement, instrument or document required to be executed and delivered by such Party pursuant to this Agreement and the other Transaction Documents, the performance by such Party of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby (including the Transactions). Each of this Agreement and the other Transaction Documents has been duly executed and delivered by such Party and, assuming due execution and delivery by the other Party, constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and similar laws affecting creditors' rights generally and to general principles of equity.

Section 3.03 Absence of Conflict. None of the execution and delivery of this Agreement, the other Transaction Documents and each agreement, instrument or document required to be executed and delivered by such Party pursuant to this Agreement or the other Transaction Documents, the performance by such Party of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby (including the Transactions) violate or conflict with, constitute a default under or require any consent, waiver or approval under (a) such Party's organizational documents (if applicable), (b) any Law applicable to it or (c) any material contract, instrument or agreement to which it is a party or by which it or its property is bound.

Section 3.04 No Other Representations or Warranties. Except for the representations and warranties of a Party expressly set forth in (x) this Article 3, Article 4 or Article 5, and (y) the other Transaction Documents, neither Party nor any of its respective representatives has made or is making any express or implied representation or warranty of any nature to the other Party, at Law or in equity, including with respect to matters relating to such Party or any other matter related to or in connection with the transactions contemplated by this Agreement or the other Transaction Documents (including the Transactions), and such Party hereby expressly disclaims reliance on any such other representations or warranties (including as to the accuracy or completeness of any information provided to the other Party). Without limiting the generality of the foregoing, except as expressly set forth in Article 4 or Article 5, neither Party nor any other Person has made, is authorized to make, shall be deemed to have made or is making any representation or warranty with respect to (i) any projections, estimates or budgets that may be delivered to or made available to the other Party or any of its Representatives of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Company or the future business, facilities and operations of the Company or (ii) other information or documents not expressly set forth in this Article 3, Article 4 or Article 5, but made available to the other Party or any of its Representatives with respect to the Company or its businesses, facilities or operations (including as to the accuracy or completeness of any such information or documents), including, without limitation, any due diligence materials provided to the other Party or any of its representatives, any presentation with respect to the business and affairs of the Company by the management of the Company or others in connection with this Agreement or the other Transaction Documents or the transactions

contemplated hereby and thereby and no statement contained in any of such materials or made in any such presentation shall be deemed a representation or warranty hereunder or otherwise or deemed to be relied upon by DOD or any of its representatives in executing, delivering and performing this Agreement or the other Transaction Documents and consummating the transactions contemplated hereby and thereby.

ARTICLE 4

COMPANY REPRESENTATIONS AND WARRANTIES

Except as Previously Disclosed, the Company represents and warrants to DOD, that as of the Effective Date (or such other date specified herein):

Section 4.01 Capitalization. The authorized capital stock of the Company, and the outstanding capital stock of the Company (including securities convertible into, or exercisable or exchangeable for, capital stock of the Company) as of the Capitalization Date (as defined below) is as set forth in the most recent quarterly report on Form 10-Q (the “Q1 10-Q”) filed with the SEC on May 9, 2025 (the “Capitalization Date”). The outstanding shares of capital stock of the Company have been duly authorized and are validly issued and outstanding, fully paid and nonassessable, and subject to no preemptive rights (and were not issued in violation of any preemptive rights). As of the Effective Date, the Company does not have outstanding any securities or other obligations providing the holder the right to acquire Company Common Stock that is not reserved for issuance, and the Company has not made any other commitment to authorize, issue or sell any Company Common Stock, except as specified in the Q1 10-Q. Since the Capitalization Date, the Company has not issued any shares of Company Common Stock, other than (i) shares issued upon the exercise of stock options or delivered under other equity-based awards or other convertible securities or warrants which were issued and outstanding on the Capitalization Date and disclosed in the Q1 10-Q and (ii) shares disclosed in the Q1 10-Q.

Section 4.02 Company Preferred Stock. The Purchased Company Preferred Stock and any Additional Company Preferred Stock, if applicable, has been duly and validly authorized, and, when issued and delivered pursuant to this Agreement, such Purchased Company Preferred Stock and any Additional Company Preferred Stock, if applicable, will be duly and validly issued and fully paid and non-assessable, will not be issued in violation of any preemptive rights, and as of the date of issuance rank pari passu with all other series or classes of the Company’s preferred stock, whether or not issued or outstanding, with respect to the distribution of assets in the event of any dissolution, liquidation or winding up of the Company. The shares of Company Common Stock issuable upon conversion of the Purchased Company Preferred Stock and any Additional Company Preferred Stock, if applicable (the “Conversion Shares”), have been duly authorized and reserved for issuance upon conversion of the Purchased Company Preferred Stock and any Additional Company Preferred Stock, if applicable, into Company Common Stock.

Section 4.03 The Warrant Shares. The shares of Company Common Stock issuable upon exercise of the Company Warrant (the “Warrant Shares”) have been duly authorized and reserved for issuance upon exercise of the Company Warrant and when so issued in accordance with the terms of the Company Warrant will be validly issued, fully paid and non-assessable.

Section 4.04 Filings. Other than (i) the filing of the Certificate of Designations with the Secretary of State of the state of Delaware, (ii) any current report on Form 8-K required to be filed with the SEC, (iii) such filings and approvals as are required to be made or obtained under any state “blue sky” laws, (iv) the filing of a supplemental listing application with the New York Stock Exchange (“NYSE”) to list the Conversion Shares and Warrant Shares and the NYSE’S conditional authorization, subject to official notice of issuance, of the listing of the Conversion Shares and Warrant Shares and (v) such as have been made or obtained, no notice to, filing with, exemption or review by, or authorization, consent or approval of, any Governmental Authority is required to be made or obtained by the Company in connection with the issuance by the Company of the Purchased Company Preferred Stock and any Additional Company Preferred Stock, if applicable, the issuance by the Company of the Company Warrant and the issuance by the Company of the Company Common Stock issuable upon the conversion of the Purchased Company Preferred Stock and any Additional Company Preferred Stock and the exercise of the Company Warrant, as applicable.

Section 4.05 No Company Material Adverse Effect. Since March 31, 2025 through the Effective Date, there has not been, with respect to the Company or its Subsidiaries, taken as a whole, any fact, circumstance, event, change, occurrence, condition or development that constitutes a Company Material Adverse Effect.

Section 4.06 Company Financial Statements. The financial statements of the Company and its consolidated Subsidiaries (collectively, the “Company Financial Statements”) included or incorporated by reference in the Company Reports (as defined below) filed with the SEC since December 31, 2023, present fairly in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates indicated therein (or if amended prior to the Effective Date, as of the date of such amendment) and the consolidated results of their operations for the periods specified therein. Except as stated therein, the Company Financial Statements, as of the dates indicated therein (or if amended prior to the Effective Date, as of the date of such amendment), (A) were prepared in conformity with GAAP applied on a consistent basis (except as may be noted therein); (B) have been prepared from, and are in accordance with, the books and records of the Company and its Subsidiaries; and (C) complied as to form, as of their respective dates of filing with the SEC, in all material respects with the applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto.

Section 4.07 Reports.

(a) Since December 31, 2023, the Company and each of its Subsidiaries has timely filed (subject to any permitted extension) all reports, registrations, documents, filings, statements and submissions, together with any amendments thereto, that it was required to file with the SEC under the Securities Act or the Exchange Act (the foregoing, collectively, the “Company Reports”). As of their respective dates of filing (or if amended prior to the Effective Date, as of the date of such amendment), the Company Reports complied in all material respects with the Securities Act and the Exchange Act, as applicable. Each Company Report, as of its date or if amended prior to the Effective Date, as of the date of such amendment, (A) did not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not

misleading, and (B) complied as to form in all material respects with the applicable requirements of the Securities Act and the Exchange Act. No executive officer of the Company has failed in any respect to make the certifications required of him or her under Section 302 or 906 of the Sarbanes-Oxley Act of 2002.

(b) The Company (A) has implemented and maintains disclosure controls and procedures (as defined in Rule 13a15(e) of the Exchange Act) to ensure that material information relating to the Company, including the consolidated Subsidiaries of the Company, required to be disclosed by the Company in reports that it files or submits under the Exchange Act is made known to the chief executive officer and the chief financial officer of the Company by others within those entities, and (B) has disclosed, based on its most recent evaluation prior to the Effective Date, to the Company's outside auditors and the audit committee of the Company Board (x) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting (as defined in Rule 3a-15(f) of the Exchange Act) that are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information and (y) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting.

Section 4.08 No Undisclosed Liabilities; No Breach. Neither the Company nor any of its Subsidiaries has any liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) which are not properly reflected or reserved against in the Company Financial Statements to the extent required to be so reflected or reserved against in accordance with GAAP, except for (A) liabilities that have arisen since the last fiscal year end in the ordinary and usual course of business and consistent with past practice, (B) obligations expressly contemplated by, and fees and expenses payable to the Company's external Representatives for services rendered in connection with, this Agreement, the other Transaction Documents and the Transactions; and (C) liabilities that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect. The transactions contemplated by this Agreement and the Transaction Documents will not, of themselves, give rise to any defaults or any rights of conversion or redemption under any of the Company's outstanding debt instruments.

Section 4.09 Offering of Securities. Neither the Company nor any person acting on its behalf has taken any action (including any offering of any securities of the Company under circumstances which would require the integration of such offering with the offering of any of the Purchased Company Preferred Stock (and Additional Company Preferred Stock, if applicable) under the Securities Act, and the rules and regulations of the SEC promulgated thereunder), which might subject the offering, issuance or sale of any of the Purchased Company Preferred Stock (and Additional Company Preferred Stock, if applicable) to DOD pursuant to this Agreement to the registration requirements of the Securities Act.

Section 4.10 Litigation and Other Proceedings. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, there is no (A) pending or, to the knowledge of the Company, threatened in writing, claim, action, suit, investigation or proceeding, against the Company or any of its Subsidiaries or to which any of their assets are subject nor is the Company or any of its Subsidiaries subject to any order, judgment or decree or (B) unresolved violation, criticism or exception by the SEC with respect to any Company Report or relating to any SEC examinations or inspections of the Company or any of its Subsidiaries.

Section 4.11 Compliance with Laws. Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the Company and its Subsidiaries have all permits, licenses, franchises, authorizations, orders and approvals of, and have made all filings, applications and registrations with, Governmental Authorities that are required in order to permit them to own or lease the properties and assets that they presently owned or lease and to carry on their business as presently conducted and that are material to the business of the Company or its Subsidiaries.

Section 4.12 Project Plans.

(a) The Project Plans were prepared in good faith and the Company reasonably believes the Project Plans are based upon good and generally accepted international mining practice, informed judgment and are reasonably consistent with the engineering and project financing assumptions in effect at their respective times of preparation. The Company reasonably and in good faith believes, as of the date hereof, that the aggregate net proceeds from the Specified Funding Sources will be sufficient to effect the Specified Funding Uses. The Company's reasonable good faith estimate, as of the date hereof and based on the information available to the Company to date, of the total estimated costs of (i) the construction, development and commencement of commissioning and start up of the 10X Facility and (ii) each of the Facility Improvements (including the Samarium Project) are set forth on Schedule 4.12(a), in each case, including and subject to appropriate contingencies.

(b) The Company reasonably and in good faith believes, as of the date hereof, that the net proceeds from the 10X Facility Funding, together with any segregated Company cash contemplated by Section 2.05, will be sufficient to develop, construct, commission and start up the 10X Facility.

(c) The Company's reasonable and good faith estimate, as of the date hereof, of the cost of the Samarium Project is set forth on Schedule 4.12(c).

Section 4.13 Anti-Takeover Provisions and Rights Plan. The Company Board has taken all necessary action to ensure that the transactions contemplated by this Agreement, including the issuance and future conversion of the Purchased Company Preferred Stock or the Additional Company Preferred Stock (if any) and the issuance and future exercise of the Company Warrant, will be exempt from any anti-takeover or similar provisions of the Company's certificate of incorporation and bylaws, and any other provisions of any applicable "moratorium", "control share", "fair price", "interested stockholder" or other anti-takeover Laws and regulations of any jurisdiction. The Company has taken all actions necessary to render any stockholders' rights plan of the Company inapplicable to this Agreement and DOD's acquisition of the Purchased Company Preferred Stock, the Additional Company Preferred Stock (if any) and the Company Warrant, any shares of Company Common Stock that may hereafter be issuable upon conversion or exercise of the foregoing, and the consummation of the transactions contemplated hereby and thereby.

Section 4.14 Brokers and Finders. Except for J.P. Morgan Securities LLC, JPMorgan Chase Funding Inc., Goldman Sachs Bank USA and Goldman Sachs & Co. LLC, no broker, finder or investment banker is entitled to any financial advisory, brokerage, finder's or other fee or commission in connection with this Agreement or the Transactions based upon arrangements made by or on behalf of the Company or any of its Subsidiaries for which DOD could have any liability.

ARTICLE 5

DOD REPRESENTATIONS AND WARRANTIES

DOD represents and warrants to the Company, that as of the Effective Date (or such other date specified herein):

Section 5.01 Authority. The Secretary of Defense for the United States has authority to enter into the Transaction Documents.

Section 5.02 Funding

(a) Appropriated funds are available and authorized in accordance with all applicable Laws to fund DOD's expenditures under the Transaction Documents for Fiscal Year 2025, including the Preferred Purchase at the Preferred Purchase Price, the purchase of Additional Company Preferred Stock up to an amount equal to the Additional Proceeds Threshold, the Samarium Project Loan at the Samarium Project Loan Amount, and Fiscal Year 2025 expenditures under the Price Protection Agreement and the Offtake Agreement.

(b) DOD has confirmed with the Office of Management and Budget Office of the General Counsel that DOD is authorized to incur obligations under the Transaction Documents in advance of appropriations. Consistent with Executive Order 14156, Declaring a National Emergency, 90 Fed. Reg. 8,433 (January 20, 2025) and Executive Order 14241, Immediate Measures to Increase American Mineral Production, 90 Fed. Reg. 13,673 (March 20, 2025) and separate determinations by the President with respect to accelerating domestic production capacity for refined rare earth elements and derivative products, DOD has determined that performance by the Company and its Affiliates under the Transaction Documents is necessary to ensure that DOD can continue certain activities that, if not continued, would present an emergency situation involving the safety of human life and the protection of property.

Section 5.03 Application of Procurement Laws. Pursuant to 50 U.S.C. § 4533(b), and except as otherwise expressly provided in the Offtake Agreement, DOD's purchase and sale of magnets under the Offtake Agreement and any related orders shall not be subject to the Laws specifically governing any procurement by U.S. government agencies, including, but not limited to, the Federal Acquisition Regulation (and any agency supplements thereto), the Cost Accounting Standards, the Competition in Contracting Act, or the Truthful Cost or Pricing Data Statute.

Section 5.04 Outside Counsel and Third-Party Advisors; No Conflicts Determination. DOD has retained its third-party advisors and legal counsel subject to this Agreement in accordance with all applicable Laws. DOD has vetted the engagement of each of the third-party advisors and legal counsel and has confirmed that such retention does not create any conflicts of interest for DOD or the Company.

Section 5.05 Necessity. DOD has determined that:

- (a) NdPr is a critical mineral for the United States, including for the United States defense industrial base;
- (b) Magnets are critical for the United States, including for the United States defense industrial base;
- (c) the United States is reliant on foreign suppliers for NdPr and Magnets and that the United States defense and security requires a long-term domestic source of NdPr and Magnets;
- (d) the Transactions will provide the United States defense industrial base with a long-term source of NdPr and Magnets which will enhance U.S. national security;
- (e) the Transactions are necessary and justified; and
- (f) the Transactions will enable efficient and proper use of American taxpayer funds to support U.S. national security.

ARTICLE 6

POST-CLOSING MATTERS

Section 6.01 Incremental Financing; Additional Funding; Use of Funds.

(a) The Company shall seek to raise on or prior to the Funding Allocation Deadline Incremental Financing providing Additional Proceeds in an amount at least equal to the Additional Proceeds Threshold.

(b) In the event that the Company does not raise or determines that it is unable to raise Additional Proceeds at least equal to the Additional Proceeds Threshold on or prior to the Funding Allocation Deadline (the “Shortfall Event”), then the Company shall sell to DOD, and DOD shall purchase from the Company, on the terms set forth in this Section 6.01 a number of additional shares of Company Preferred Stock (the “Additional Company Preferred Stock”) equal to the quotient obtained by dividing (i) the Additional Proceeds Shortfall Amount by (ii) the Per Share Purchase Price (as defined in the Subscription Agreement) (the “Additional Funding”) upon the same terms and conditions in all material respects as set forth in the Subscription Agreement (except as otherwise modified by this Section 6.01).

(c) Within two (2) days after the occurrence of the Shortfall Event, the Company shall provide written notice of the occurrence of the Shortfall Event (the “Additional Funding Requirement Notice”) to DOD, which such Additional Funding Requirement Notice shall set forth: (i) the Additional Proceeds Shortfall Amount; (ii) the number of shares of Additional Company Preferred Stock to be issued to DOD; and (iii) the wire instructions for the Company’s

account to which DOD shall wire, on the Additional Funding Closing Date (as defined below), cash, in immediately available funds, in an amount equal to the Additional Proceeds Shortfall Amount. The delivery of the Additional Funding Requirement Notice shall serve as notice to DOD that DOD will be required to acquire the number of shares of Additional Company Preferred Stock specified in such notice and pay an amount equal to the Additional Proceeds Shortfall Amount, on the Additional Funding Closing Date.

(d) The closing of DOD's purchase of the Additional Company Preferred Stock (the "Additional Funding Closing") shall be a date mutually agreeable to the parties within ten (10) days after the date on which the Additional Funding Requirement Notice has been given (the "Additional Funding Closing Date"); *provided, however*, that if the Parties cannot mutually agree on the Additional Funding Closing Date, the Additional Funding Closing Date shall be, and the Additional Funding Closing shall occur on, the seventh (7th) day following the date on which such Additional Funding Requirement Notice was given to DOD by the Company, or in each of the foregoing, if such day is not a Business Day, the first Business Day immediately following such date.

(e) On the Additional Funding Closing Date:

(i) the Company shall issue and sell to DOD, and DOD shall purchase from the Company, the Additional Company Preferred Stock for an aggregate purchase price in cash equal to the Additional Proceeds Shortfall Amount; and

(ii) DOD shall pay to the Company on the Additional Funding Closing Date, substantially concurrently with the Company or its transfer agent delivering evidence of the issuance to DOD of the shares of Additional Company Preferred Stock, an amount equal to the Additional Proceeds Shortfall Amount in cash via wire transfer of immediately available funds to the account specified in the Additional Funding Requirement Notice against delivery by the Company to DOD of the shares of Additional Company Preferred Stock.

(f) As consideration for DOD's agreement under this Section 6.01 to provide the Additional Funding and the undertakings of DOD set forth on in Section 6.04(b), Section 6.05(b) and Section 6.06(a), on the Closing Date, the Company shall issue to DOD the Company Warrant, exercisable for an aggregate of 11,201,659 shares of Company Common Stock, which Company Warrant shall be in the form of Exhibit B hereto (the "Company Warrant Issuance").

(g) The Company covenants and agrees that unless otherwise consented to by DOD (such consent not to be unreasonably withheld, conditioned or delayed) (i) the net amounts available from the aggregate Specified Funding Sources shall be used solely for the Specified Funding Uses, (ii) the net proceeds of the 10X Facility Funding shall be used solely to develop, construct, commission and start up the 10X Facility until the completion and commissioning of the 10X Facility, and (iii) the net proceeds of the Samarium Project Financing shall be used solely for the Samarium Project and clause (x) of the Facility Improvements.

Section 6.02 Ownership, Transfer and Sale Limitations.

(a) Except as set forth herein, none of the Purchased Company Preferred Stock, the Additional Company Preferred Stock (if any), the Company Warrant or any Company Common Stock resulting from the conversion or exercise thereof may be transferred by DOD without the Company's prior written consent (which shall not be unreasonably withheld); provided that (A) DOD may transfer the Purchased Company Preferred Stock, the Additional Company Preferred Stock (if any), the Company Warrant or any Company Common Stock resulting from the conversion or exercise thereof to another U.S. governmental agency without the Company's consent so long as (i) such U.S. governmental agency agrees in writing to be bound by the provisions of this Section 6.02, Section 8.01, Section 8.02, Section 8.03, Article 9 and Article 10 and the provisions of the other applicable Transaction Documents that the DOD is bound by solely as a holder of equity securities of the Company as if a party thereto (such writing, in a form reasonably acceptable to the Company, a "Joinder" and such transferee, a "Permitted U.S. Governmental Agency Transferee") and (ii) DOD provides the Company with prior written notice of the transfer, including the identity of the Permitted U.S. Governmental Agency Transferee, and a copy of the Joinder, provided that no transfer or assignment of any Purchased Company Preferred Stock, Additional Company Preferred Stock (if any), Company Warrant or any Company Common Stock to a Permitted U.S. Governmental Agency Transferee shall relieve DOD of any of its liabilities or obligations under or in connection with this Agreement or the other Transaction Documents and (B) DOD may transfer Company Common Stock resulting from the conversion or exercise of Purchased Company Preferred Stock, the Additional Company Preferred Stock (if any) or the Company Warrant to a third party not affiliated with the U.S. government so long as such transfer is otherwise in compliance with this Agreement and the other Transaction Documents. For the avoidance of doubt, the number of shares of Company Common Stock issuable upon exercise of the Company Warrant shall not be impacted if Additional Company Preferred Stock are issued to DOD in connection with the Additional Funding (*i.e.*, the percentage of Company Common Stock held by DOD will proportionally increase to reflect DOD's incremental investment).

(b) DOD shall not be permitted to convert any Purchased Company Preferred Stock or the Additional Company Preferred Stock (if any) or exercise any Company Warrant if, upon such conversion or exercise, DOD would own in excess of nineteen and nine-tenths percent (19.9%) of the then outstanding Company Common Stock (the "19.9% Cap"), provided that in the event the Company enters into a definitive agreement to effect a Conversion Limitation Adjustment Event (as defined in the Certificate of Designations) in which the holders of Company Common Stock receive consideration for their shares of Company Common Stock, DOD shall have the right to convert any Purchased Company Preferred Stock or the Additional Company Preferred Stock (if any) and exercise any Company Warrant into Company Common Stock immediately prior to and in connection with the consummation of such Conversion Limitation Adjustment Event, without regard to the 19.9% Cap, and in accordance with the Certificate of Designations and the terms of the Company Warrant, as applicable.

(c) Any shares of Company Common Stock issued to DOD by the Company in connection with the conversion of the Purchased Company Preferred Stock or the Additional Company Preferred Stock (if any) or the exercise of the Company Warrant may be sold only pursuant to an effective registration statement or Rule 144 under the Securities Act or pursuant to an exemption from registration under the Securities Act, provided that DOD shall take commercially reasonable efforts, based solely on its review of Section 13 filings made with the

SEC, not to sell any Company Common Stock held by DOD to any Person or “group”, within the meaning of Section 13(d) of the Exchange Act, if such sale would result in such Person or group beneficially owning more than 9.9% (including, for avoidance of doubt, any prior holdings) of the Company’s outstanding Company Common Stock.

(d) Removal of Legends.

(i) Subject to receipt from DOD by the Company and the transfer agent of customary representations and other documentation reasonably acceptable to the Company and the transfer agent in connection therewith, upon the earlier of such time as the Conversion Shares or the Warrant Shares or, with the prior written consent of the Company in accordance with Section 6.02(a), the Company Preferred Stock or the Company Warrant, as applicable, (i) have been sold pursuant to an effective registration statement under the Securities Act or (ii) have been or are being sold in accordance with Rule 144 (or any similar provisions then in force) under the Securities Act, the Company shall, in accordance with the provisions of this Section 6.02(d)(i) and as promptly as reasonably practicable, in each case, of any request therefor from DOD accompanied by such customary and reasonably acceptable documentation referred to above, (A) deliver to the transfer agent irrevocable instructions that the transfer agent remove the restrictive legend relating to the Securities Act, and make a new, unlegended entry with respect to the Securities Act for such book entry shares and (B) cause its counsel to deliver to the transfer agent an opinion or instruction letter, to the extent required by the transfer agent, to the effect that the removal of such legend in such circumstances may be effected under the Securities Act, provided, that in the case of clause (ii), if such Company Preferred Stock, the Company Warrant, the Conversion Shares or Warrant Shares are not actually sold within 10 business days, DOD shall so inform the Company and the transfer agent so that such unsold shares will be relegended. The Company shall be responsible for the fees of its transfer agent and its legal counsel and all Depository Trust Company fees associated with such issuance.

(ii) If permitted pursuant to the terms of this Agreement, including Section 6.02(a), and if requested by DOD by notice to the Company, the Company shall request the transfer agent remove the contractual restrictive legend on (i) the Conversion Shares, as set forth in the Certificate of Designations and the Subscription Agreement and (ii) the Warrant Shares, as set forth in the Company Warrant, in each case related to the book entry account holding such Conversion Shares or Warrant Shares, and make a new entry for such book entry shares without such contractual restrictive legend as promptly as reasonably practicable after such request is made by DOD. The Company shall be responsible for the fees of its transfer agent and its legal counsel associated with such legend removal.

(e) DOD shall not exercise its conversion right with respect to any Purchased Company Preferred Stock or Additional Company Preferred Stock (if any) or exercise the Company Warrant until the later of (i) the Funding Allocation Deadline (as defined below) or (ii) the termination of any Lock-Up Period (as defined in the Registration Rights Agreement) in existence at the time of requested conversion relating to an Incremental Financing, if applicable.

Section 6.03 [Reserved]

Section 6.04 Construction of the 10X Facility.

(a) The Company shall use, and cause its Subsidiaries (including the Project Company (as defined below)) to use, their respective reasonable best efforts to cause the development, construction and commencement of the commissioning and start up of the 10X Facility to be completed as promptly as practicable consistent with the milestones set forth on Schedule 6.04(a) (the “Estimated 10X Facility Milestones”). Unless otherwise agreed to by DOD, a special purpose vehicle (the “Project Company”) wholly owned by the Company shall build, own and operate the 10X Facility. Without prejudice to the generality of the foregoing, the Company shall be responsible to the DOD under this Agreement for the acts or defaults of any Subsidiary (including the Project Company), its agents or employees, as if they were the acts or defaults of the Company. The Company will from time to time provide such reporting as DOD may reasonably request regarding the use and availability of funds in developing and constructing and commencing the commissioning and start up of the 10X Facility.

(b) Permits. Provided that the Project Company and/or its relevant Subsidiaries have submitted a Proper Application, DOD shall take all necessary DOD actions to facilitate that any and all permits, licenses or other approvals of a United States federal Governmental Authority that are necessary for the building, operationalizing and commissioning of the 10X Facility, and the operation of the 10X Facility following its commissioning, are obtained.

(c) The Company shall provide DOD with reports (prepared in accordance with good and generally accepted mining and manufacturing practices) (“10X Development Reports”) with respect to the prior calendar quarter and delivered to the DOD no later than 45 days following the quarter end setting forth, prior to its commissioning of the 10X Facility, the status of the construction and development of the 10X Facility (including in relation to milestones set forth in Estimated 10X Facility Milestones and estimated cost of completion). A list of information to be provided in the 10X Development Reports is set forth on Schedule 6.04(c).

(d) Notwithstanding anything in this Agreement to the contrary, DOD acknowledges that (i) the estimated timeframes for completing the construction of the 10X Facility are uncertain and are subject to a number of risks that could delay such completion including, but not limited to, risks related to changes in facility and/or Magnet specifications, issues obtaining materials or equipment, tariffs, supply chain issues or any Force Majeure Event, and (ii) the Company has not made any guarantee with respect to the timing for developing and completing the construction of the 10X Facility, or with respect to the production capability of the 10X Facility. The Parties agree that so long as the Company is using reasonable best efforts to cause the development, construction and commencement of the commissioning and start up of the 10X Facility to be completed in accordance with the milestones set forth in the Estimated 10X Facility Milestones, failing to complete the construction and commencement of the commissioning and start up of the 10X Facility within estimated timeframes set forth in the Estimated 10X Facility Milestones or failing to complete any milestone within the timeframe for such milestone set forth in the Estimated 10X Facility Milestones shall not in and of itself result in a breach of this Agreement or any liability to the Company.

Section 6.05 Facility Improvements.

(a) The Company shall use, and cause its Subsidiaries to use, their respective reasonable best efforts to cause the Facility Improvements to be completed as promptly as practicable consistent with the applicable milestones set forth on Schedule 6.05(a) (the “Estimated Facility Improvements Milestones”).

(b) Provided that the Company and/or its relevant Subsidiaries have submitted a Proper Application, DOD shall take all necessary DOD actions to facilitate that any and all permits, licenses or other approvals of a United States federal Governmental Authority that are necessary for the building, operationalizing and commissioning of the Facility Improvements, and the operation of the Facility Improvements following their commissioning, are obtained.

(c) The Company shall provide DOD with reports (prepared in accordance with good and generally accepted mining and manufacturing practices) ("Facility Development Reports") with respect to the prior calendar quarter and delivered to the DOD no later than 45 days following the quarter end setting forth, prior to its commissioning of the Facility Improvements, the status of the development and construction of the Facility Improvements (including in relation to milestones set forth in Estimated Facility Improvements Milestones and estimated cost to completion). A list of information to be provided in the Facility Development Reports is set forth on Schedule 6.05(c).

(d) Notwithstanding anything in this Agreement to the contrary, DOD acknowledges that (i) the estimated timeframes for completing the construction of the Facility Improvements are uncertain and are subject to a number of risks that could delay such timeframe including, but not limited to, risks related to changes in facility specifications, issues obtaining materials or equipment, tariffs, supply chain issues or any Force Majeure Event, and (ii) the Company has not made any guarantee with respect to the timing for completing the Facility Improvements. The Parties agree that so long as the Company is using reasonable best efforts to cause the Facility Improvements to be completed in accordance with the applicable milestones set forth in the Estimated Facility Improvements Milestones, failing to complete the Facility Improvements within the applicable estimated timeframes set forth in the Estimated Facility Improvements Milestones or failing to complete any applicable milestone within the timeframe for such milestone set forth in the Estimated Facility Improvements Milestones shall not in and of itself result in a breach of this Agreement or any liability to the Company.

(e) The Company shall sell all Magnets produced at the Independence Facility solely to U.S. customers.

Section 6.06 Heavy Rare Earth Elements; Samarium Project.

(a) So long as the Offtake Agreement is in effect with DOD as a party thereto, DOD agrees to use its reasonable best efforts to assist the Company in procuring heavy rare earth elements ("HREE") for use in the production of Magnets at the 10X Facility with the cost thereof borne by DOD as a Production Cost (as defined in the Offtake Agreement), except as contemplated by the proviso to the immediate following sentence. Costs relating to procuring (and/or processing) HREEs (or HREE feedstock into HREEs) for use in the 10X Facility will be passed through as Production Costs under the Offtake Agreement, provided that working capital costs associated with the stockpiling or forward purchasing of HREE (or HREE feedstocks) (the "HREE Pre-Production Costs") incurred by the Company prior to the Commercial Operations Date (as defined in the Offtake Agreement) will be reimbursed by DOD in the period they are incurred or

as soon as reasonably practicable thereafter. So long as the Offtake Agreement is in effect with DOD as a party thereto, (i) the Company shall provide DOD notice not less than 90 calendar days prior to commencement of HREE or HREE feedstock purchases, and a quarterly basis thereafter, prior to the Commercial Operations Date, specifying the estimate volume and type of HREE expected to be purchased by the Company in the ensuing calendar quarter and (ii) the Company and its Subsidiaries shall not sell HREE or HREE feedstock to third parties without the consent of DOD. If DOD has paid HREE Pre-Production Costs for HREE or HREE feedstock, no costs associated with such HREE or HREE feedstock shall be included in determining Production Costs when such HREE or HREE feedstock is used to produce Magnets at the 10X Facility. With respect to capital requirements of the Company associated with the acquisition or construction of additional HREE equipment and facilities, the Parties agree to cooperate in good faith to determine a mutually acceptable solution to facilitate the acquisition and/or construction of such equipment and facilities with the cost thereof included in Production Costs. The Company agrees to use its reasonable best efforts to cooperate with DOD in connection with its procurement of HREE.

(b) Subject to Section 10.17, the Company agrees to expand the scope of planned HREE processing and separations capabilities at the Mountain Pass Facility to include separation of samarium oxide production consistent with the applicable capabilities and scope set forth in Estimated Facility Improvements Milestones (the "Samarium Project") and to use reasonable best efforts to complete the Samarium Project, including all development and construction and commencement of the commissioning and start up related thereto as promptly as practicable, and in any case consistent with the applicable milestones set forth in Estimated Facility Improvements Milestones.

(c) Notwithstanding anything in this Agreement to the contrary, DOD acknowledges that (i) the estimated timeframes for completing the Samarium Project are uncertain and are subject to a number of risks that could delay such timeframe including, but not limited to, risks related to changes in facility specifications, issues obtaining materials or equipment, tariffs, supply chain issues or any Force Majeure Event, and (ii) the Company has not made any guarantee with respect to the timing for completing the Samarium Project. The Parties agree that so long as the Company is using reasonable best efforts to cause the Samarium Project to be completed in accordance with the applicable milestones set forth in the Estimated Facility Improvements Milestones, failing to complete the Samarium Project within the applicable estimated timeframes set forth in the Estimated Facility Improvements Milestones or failing to complete any applicable milestone within the timeframe for such milestone set forth in the Estimated Facility Improvements Milestones shall not in and of itself result in a breach of this Agreement or any liability to the Company.

Section 6.07 Tax Matters.

(a) The Company shall be entitled to keep or pursue all tax benefits and credits and federal grants issued by the United States government (including DOD) otherwise available to the Company.

(b) For avoidance of doubt, (i) nothing contemplated herein shall be adjusted in any way for any (i) benefit, credit, grant, incentive, or similar arrangement that the Company may have previously received or shall be entitled to receive in the future from any United States

government department or agency (including DOD) and (ii) tax benefits, deductions, credits, grants, incentives or similar arrangements that the Company may have shall not impact the calculation of EBITDA or other calculations in the Transaction regardless of GAAP accounting treatment or otherwise.

(c) To the extent that any transfer, excise, sales and use, energy, or similar taxes and fees (“Transfer Taxes”) are imposed upon or incurred in connection with the Transactions, the Parties agree that the Company shall bear 100% of any such Transfer Taxes. Notwithstanding the foregoing, the Parties shall cooperate to minimize any Transfer Taxes to the extent permitted by Law, including by providing exemption certificates and any necessary documentation thereof.

Section 6.08 Compliance with Laws and Permits. From and after the Closing Date the Company shall and shall cause its Subsidiaries to maintain all permits and licenses required under applicable Law for its then current operations and to comply with all requirements for such permits and licenses, in all material respects. From and after the Closing Date the Company shall and shall cause its Subsidiaries to comply with all applicable Laws in all material respects. The Company and its Affiliates shall conduct all operations in accordance with good and generally accepted international mining practice in all material respects.

Section 6.09 Guarantee. The Company hereby guarantees absolutely, unconditionally and irrevocably and as a primary obligation, for the benefit of DOD, (i) the due payment by the Project Company of any amounts due and payable under Section 6.3.4(b)(ii) of the Offtake Agreement when such amounts are due and payable pursuant to the terms thereunder and (ii) the performance of the Project Company of all of its obligations under the Offtake Agreement when required to be so performed pursuant to the terms thereunder, in each case, subject to any and all limitations on any of the Project Company’s covenants, agreements and other obligations thereunder (the “Guaranteed Obligations”). The Company is guaranteeing the Guaranteed Obligations as primary obligor and not merely as surety, which shall in no way be conditioned upon any requirement that the DOD first attempt to collect or enforce any of the Guaranteed Obligations from Project Company. The Guaranteed Obligations shall remain in full force and effect until all Guaranteed Obligations are indefeasibly performed in full or paid in cash. If, for any reason whatsoever, the Project Company shall fail to or be unable to duly, punctually and fully pay or perform the Guaranteed Obligations, the Company will, upon receipt of written notice from DOD, forthwith pay and cause to be paid in dollars, with respect to any payment obligations, or perform or cause to be performed, with respect to any performance obligations, the Guaranteed Obligations. The Company hereby unconditionally and irrevocably waives any diligence, presentment, any right to require proceeding first against the Company or any of its other Affiliates, and lack of validity or the unenforceability of this guaranty of the Guaranteed Obligations. The guaranty contained in this Section 6.09 shall apply regardless of any amendments, modifications, waivers or extensions to this Agreement or the Offtake Agreement, whether or not the Company receives notice of the same and the Company waives all need for notice of the same. The guaranty contained in this Section 6.09 is a guaranty of payment and performance and not of collectability. The Company’s obligations under this Section 6.09 may be enforced specifically by DOD in accordance with Section 6.09.

Section 6.10 Board Members. During the Specified Period, the Company hereby confirms and agrees that it shall cause its Nominating and Corporate Governance Committee not to nominate individuals for election as a member of the Company Board who are not United States citizens without DOD's consent, and the Company shall oppose the election of any shareholder nominee for director who is not a United States citizen.

Section 6.11 No Conflicts. Consistent with DOD's responsibility to maintain the integrity of every transaction, procurement and funding arrangement, DOD will implement appropriate controls and measures to avoid any need to exclude or otherwise impair the competitive position of the Company and its Affiliates from, or place them at a competitive disadvantage in, any future opportunities, including but not limited to opportunities for transactions, procurements and other funding arrangements, [***].

Section 6.12 DOD Funding.

(a) [***]

(b) The Company and its Affiliates shall promptly provide all information and cooperation that DOD reasonably requests to support DOD's performance of its obligations under this Section 6.12.

(c) On the first day of each U.S. Government Fiscal Year (beginning October each calendar year), DOD shall notify the Company that DOD funding is appropriated or otherwise authorized to be provided to the Company for that Fiscal Year in an amount sufficient to satisfy all projected DOD expenditures under each of the Transaction Documents for that Fiscal Year. To the extent such funding is not available as of the first day of each U.S. Government Fiscal Year, DOD shall include in such notice the amount of any anticipated funding shortfall, as well as a description of additional steps DOD intends to take to secure additional available funds.

(d) In the event that the funds addressed by each notice provided pursuant to Section 6.12(c) are later determined to be unavailable, whether through the actions of DOD, the United States Congress, or otherwise, DOD shall promptly notify the Company of such changes in available funding; provided, however, that DOD shall have no obligation to notify the Company to the extent DOD's authorized and appropriated funds remain sufficient to satisfy the projected DOD obligations under each of the Transaction Documents for such Fiscal Year.

Section 6.13 Additional Company Funding. To the extent that the proceeds provided by the Preferred Purchase, the 10X Facility Funding, Incremental Financing, the Additional Funding and the Samarium Project Loan are or are projected to be insufficient to fund the development, construction, commissioning and start up of the Facility Improvements, the 10X Facility and the Samarium Project, the Company will use its reasonable best efforts (which may require refinancing the 10X Facility Funding) to raise incremental capital sufficient to satisfy such obligations in a timely fashion so as not to interrupt or delay completion of the projects.

ARTICLE 7

INFORMATION AND ACCESS RIGHTS

Section 7.01 Information. So long as either the Price Protection Agreement or the Offtake Agreement is in effect with DOD as a party thereto, and except as otherwise agreed, the Company shall provide the DOD:

(a) All information required to be provided by the Company to (i) its senior lender or agent to its senior lenders under its then current credit agreement (or other similar documentation) and (ii) the lenders or agents to the lenders of the 10X Facility Funding, in each case, within the time periods for delivery thereof specified in such credit agreement;

(b) Written reports to any Governmental Authorities (excluding DOD) solely to the extent related to (i) the Facility Improvements; (ii) the construction, development and commencing the commissioning and start up of the 10X Facility; or (iii) the construction, development and start up of the Samarium Project;

(c) To the extent produced by the Company in the ordinary course of business, quarterly mining, processing and manufacturing reports, including copies of all reports filed under applicable Law;

(d) Upon reasonable prior written request from the DOD, reasonable access during normal business hours to (x) the Company's Chief Executive Officer, Chief Financial Officer and Chief Operating Officer, and (y) senior management of the Project Company and/or senior management responsible for the Facility Improvements and the Samarium Project, in each case, at such reasonable times during normal business hours and upon reasonable prior written notice as may be requested by DOD for consultation with respect to the projects contemplated by this Agreement and the Transaction Documents; and

(e) All other information reasonably requested by the DOD upon reasonable prior written notice to the Company, to the extent relating to the Facility Improvements, the 10X Facility or the Samarium Project, including without limitation reporting on the uses of funds specified hereunder for use in completing each of these projects, and remaining cash balances and funding available for such purpose.

Section 7.02 Access.

(a) So long as either the Price Protection Agreement or the Offtake Agreement is in effect with DOD as a party thereto, DOD shall be entitled to consult with and advise the Company's management with respect to matters relating to the Facility Improvements, the 10X Facility or the Samarium Project, and shall have reasonable access during normal business hours upon advance written notice to the Company's and the Project Company's facilities, books and records, personnel and other information with respect to the Facility Improvements, the 10X Facility or the Samarium Project, as the DOD may reasonably request. The Company's management will meet with DOD at regular intervals during each year at mutually agreeable times for such consultation and advice and to review progress in achieving such projects. Additionally, during the Specified Period the Company shall give an annual technical presentation to DOD on mining, processing and manufacturing activities undertaken by the Company.

(b) Notwithstanding anything to the contrary in this Agreement, (i) DOD agrees that any actions or investigations undertaken by it pursuant to this Article 7 shall not be conducted in such a manner as to interfere unreasonably with the operation of the Company or its Subsidiaries and (ii) neither the Company nor any of its Subsidiaries shall be required to provide access to or disclose any information: (A) if doing so would violate any written obligation of confidentiality to which it or any of its Subsidiaries is subject or, upon the advice of counsel, would jeopardize attorney-client privilege or contravene any Laws or (B) if the Company or any of its Subsidiaries, on the one hand, and DOD, on the other hand, are adverse parties in an action or proceeding and such information is reasonably pertinent thereto.

Section 7.03 DX Rating. Pursuant to 50 U.S.C. 4511 and 15 C.F.R. Part 700, DOD will designate the construction and operation of the 10x Facility and any agreements or orders related thereto with a DX Rating, or otherwise the highest priority rating permitted by Law such that no other priority rating shall take precedence. For avoidance of doubt, the Company may issue rated orders at the DX level (or higher if such a higher level is established) to all subcontractors, vendors, and other providers involved in the construction or operations of the 10X Facility to the maximum extent as permitted by Law. DOD further agrees to facilitate, support, and render special priorities assistance in accordance with 15 C.F.R. Part 700, Subpart H, as may be required for Company to meet its obligations under DX-rated orders.

ARTICLE 8

GOVERNANCE; PROTECTIVE PROVISIONS

Section 8.01 No Board Representation. The United States government (including DOD) shall not be entitled to, and shall not, designate or nominate any Person for the Company Board.

Section 8.02 Standstill. For so long as DOD holds any Purchased Company Preferred Stock, Additional Company Preferred Stock, the Company Warrant or Company Common Stock, DOD, in its capacity as an equity holder of the Company, will not, directly or indirectly, take any of the following actions (whether acting alone or in concert or forming a group with any other Company stockholder), except (i) with the prior written consent of the Company, the Chief Executive Officer of the Company or the Company Board, (ii) at the express direction of the Company Board or as required by applicable Laws, (iii) with respect to any action taken by DOD to exercise its rights under this Agreement or any Transaction Document or (iv) with respect to any action permitted under this Agreement or any Transaction Document:

(a) acquire or offer, agree, seek or propose (whether publicly, privately to the Company Board or otherwise) to acquire (whether by purchase, merger, business combination, recapitalization, restructuring, tender or exchange offer, through the acquisition of control of another person or otherwise) (i) all or substantially all of the equity or assets of the Company, (ii) any voting securities of the Company or any economic interest therein (directly or by means of any derivative securities), including the right to direct the voting or disposition of any voting securities of the Company, other than (A) any Company Common Stock acquired upon the conversion of any Purchased Company Preferred Stock or the Additional Company Preferred Stock (if any) or exercise of any Company Warrant in accordance with this Agreement or

(B) pursuant to acquisitions of interests in passive index, mutual or exchange traded funds that hold shares of Company Common Stock or (iii) any assets of Company or any of its Affiliates other than (A) in the ordinary course of the Company's or such Affiliate's business or (B) such assets as are then being offered for sale by the Company;

(b) (i) nominate or seek to nominate any person to the Company Board, (ii) support the nomination by any other Company stockholder of any person to the Company Board, (iii) seek or support the removal of any member of the Company Board, (iv) submit or support stockholder proposals in respect of the Company, (v) call or requisition or seek to call or requisition a special meeting of the Company stockholders or provide to any third party a proxy, consent or requisition to call any meeting of the Company stockholders, (vi) except as contemplated by Section 8.03, participate in any special meeting called by the Company stockholders in support of any nominations or proposals put forth by such stockholders or engage in any solicitation of proxies relating to any of the foregoing or (vii) conduct a referendum, or have a non-binding or precatory vote, of the Company stockholders;

(c) seek to have the Company stockholders authorize or take corporate action by written consent without a meeting or solicit any consents from the Company stockholders;

(d) agree or announce an intention to vote with or support or make any statements in support of any Person making any proposals or undertaking any solicitation that is not expressly supported by the Company Board, or seek to advise or influence any person with respect to the voting of any shares of Company Common Stock in a manner that is not recommended by the Company Board;

(e) sell any shares of Company Common Stock in a tender offer that is opposed by the Company Board;

(f) otherwise act, alone or in concert with others, to publicly seek or propose to control, change or influence the management, the Company Board, governing instruments, affairs or policies of the Company or any of its Affiliates, in each case;

(g) publicly request that any of these standstill restrictions be waived or take any action which would reasonably be expected to cause or require the Company to make a public announcement regarding any of the types of matters set forth in clauses (a)–(f); or

(h) enter into any discussions, arrangements or agreements with, or encourage, facilitate, join or assist, any third party with respect to any of the foregoing.

Section 8.03 Agreement to Vote Shares of Company Common Stock. If DOD is the record and beneficial owners of any shares of Company Common Stock, whether obtained by virtue of the conversion of the Purchased Company Preferred Stock or Additional Company Preferred Stock (if any), the exercise of the Company Warrant or otherwise (such Company Common Stock, collectively, the "Voted Company Stock"), DOD hereby agrees that (a) at any meeting (whether annual or special, and at each adjournment, recess or postponement thereof) of the Company's stockholders, however called, or in any other circumstance, in each case, upon which a vote, consent or other approval of the Company's stockholders with respect to any of the

matters described in clauses (x) or (y) below is sought, DOD shall (i) appear at such meeting or otherwise cause all of the Voted Company Stock to be counted as present thereat (including by proxy) for purposes of calculating a quorum and (ii) vote or cause to be voted (including by proxy) all of the Voted Company Stock (x) in favor of each nomination and proposal recommended by the Company Board and (y) against any other nomination or proposal not recommended by the Company Board, and (b) DOD shall not grant any consent or proxy for a consent to any third party in any solicitation of consents seeking to have the Company stockholders authorize or take corporate action by written consent without a meeting unless recommended to do so by the Company Board; notwithstanding anything to the contrary in this Section 8.03, no such restrictions or obligations on DOD's voting shall apply, and DOD may vote any of its Company Common Stock as it wishes, with respect to any vote (A) regarding the Company or its Subsidiaries taking or refraining from taking any action that would be a violation of this Agreement or any Transaction Document, (B) seeking to reject, disclaim, unwind, terminate or otherwise materially and adversely impact the Company's or its Subsidiaries' relationship with DOD, (C) which would materially and adversely impact the ability of the Company or any of its Subsidiaries to comply with its obligations under this Agreement or any Transaction Document or (D) which is inconsistent with applicable Laws.

Section 8.04 Authorized Shares of Company Common Stock. The Company shall at all times have sufficient authorized and unissued Company Common Stock available and reserved to satisfy any conversion of the Purchased Company Preferred Stock and the Additional Company Preferred Stock (if any) and the exercise of the Company Warrant.

Section 8.05 Protective Provisions.

During the Specified Period, the Company shall not, and shall cause each Subsidiary of the Company not to, except with the prior written consent of DOD:

- (a) consummate any Fundamental Event other than a Permitted Fundamental Event;
- (b) consummate a 10X Sale;
- (c) sell or otherwise transfer any assets or products identified by DOD as a priority to the national security of the United States;
- (d) knowingly issue Company Common Stock in excess of fourteen and nine-tenths (14.9%) of the then outstanding Company Common Stock (on a post-issuance basis) to one or more Persons or group of Persons who is not a Permitted Person; or
- (e) consummate any Fundamental Event that, under applicable Law is subject to CFIUS jurisdiction, without receipt of CFIUS Clearance prior to such consummation.

Section 8.06 Delegation of Authority. Within 30 days of the Effective Date, DOD shall notify the Company and Project Company in writing (the "Delegation Notice") of the delegation of authority of the Secretary of Defense for the United States of all actions relating to the Transactions, including all matters contemplated in each Transaction Document, to the officials of the level or position set forth in said notice (the "DOD Authorized Representatives"). The

Company shall be permitted to rely on actions by the DOD Authorized Representatives for approvals, negotiations, agreements, specifications, amendments and all other matters associated with the Transaction Documents, the Delegation Notice shall state that the DOD Authorized Representatives have been authorized by the Secretary of Defense to further delegate this authority to such other DOD Authorized Representatives of the level or position specified in such Delegation Notice. In the event that there are no DOD Authorized Representatives of the level or position stated in the Delegation Notice then all authority shall revert to the Secretary of Defense until such time as he may deliver an additional Delegation Notice.

ARTICLE 9

TERMINATIONS, DISPUTES, JURISDICTION AND RECOURSE

Section 9.01 Recourse by the Company.

(a) If DOD materially breaches the terms of this Agreement or any of the Transaction Documents or fails to perform any of its material obligations hereunder or thereunder, understanding that a failure to pay any undisputed amount when due is deemed a material breach, and such breach is not cured subject to the cure periods herein or in the applicable Transaction Document (but in no event less than ninety (90) days inclusive of such cure periods other than with respect to a failure to pay in which case only the applicable cure period in the applicable Transaction Document will apply), the Company shall have the right, by providing DOD not less than ninety (90) days' prior written notice to declare such uncured breach a "DOD Event of Default."

(b) In the event that any of the Transaction Documents are deemed unenforceable or invalid, pursuant to a final non-appealable order of a court of competent jurisdiction and the Company determines that the extent of the unenforceability or invalidity determination materially changes the benefit of the bargain based on a valuation of the economics of the Transaction as of the Execution Date, such event shall be a "DOD Event of Default."

(c) Upon any DOD Event of Default under Section 9.01, the Company shall have the right to take any or all of the below actions, as applicable:

- (i) suspend the Company's performance of its obligation under any of the Transaction Documents in respect of which the applicable DOD Event of Default has occurred;
- (ii) terminate any or all of (A) this Agreement, (B) the Offtake Agreement, and (C) the Price Protection Agreement; and
- (iii) pursue any and all remedies or damages available at Law or equity, including, without limitation, to the maximum extent permitted by Law or equity, interest and lost profits, but excluding any and all other consequential damages; provided that damages in respect of lost profits shall be limited to profits that would have been realized by the Company from the payments remaining to be made by DOD under the Transaction Documents following the date of the applicable DOD Event of Default.

The Company's rights and remedies under this Section 9.01 are in addition to any and all rights and remedies that the Company or Project Company has under any of the other Transaction Documents whether or not any such other Transaction Documents are deemed unenforceable or invalid, none of which shall be construed to limit any other rights or remedies the Company may have at Law or in equity.

Section 9.02 Recourse by DOD.

(a) If the Company materially breaches the terms of this Agreement or any of the Transaction Documents or fails to perform any of its material obligations hereunder or thereunder, in each case as specifically set forth below in clauses (i) – (iv), as applicable, subject, in each case, to the cure periods set forth herein or in the applicable Transaction Document (but in no event less than one hundred twenty (120) days inclusive of such cure periods other than with respect to a failure to pay in which case only the applicable cure period in the applicable Transaction Document will apply), DOD shall have the right, by providing the Company not less than ninety (90) days' prior written notice, to declare such uncured material breach set forth below in clauses (i) – (iv) a "Company Event of Default", and upon any Company Event of Default under Section 9.02, DOD shall have the right to take the following applicable actions, as applicable:

(i) with respect to an uncured material breach by the Company of material obligations of the Company under the terms of the Price Protection Agreement, terminate the Price Protection Agreement;

(ii) with respect to an uncured material breach by the Company of material obligations of the Company with respect to the development, construction and commencing the commissioning and start up of the 10X Facility, terminate the Price Protection Agreement and/or the Offtake Agreement;

(iii) without limiting the remedies provided under the Samarium Project Loan, with respect to an uncured material breach of material obligations of the Company with respect to the Samarium Project or clause (x) of the Facility Improvements under this Agreement, accelerate the maturity of the Samarium Project Loan;

(iv) with respect to an uncured material breach by the Company of material obligations of the Company under the terms of this Agreement, seek specific performance of the obligations of the Company pursuant to Section 10.04; or

(v) pursue any and all remedies or damages available at Law or equity, including, without limitation, to the maximum extent permitted by Law or equity, (A) interest, (B) solely in the event that a Company Event of Default is caused by the Company's material breach of its material obligations under the Price Protection Agreement, DOD Lost Profits and (C) solely in the event that a Company Event of Default is caused either by (x) the Company's breach of its material obligations under this Agreement with respect to the development, construction and commencing the commissioning and start up of the 10X Facility (including Section 6.13 insofar as it relates to the financing of the 10X Facility) (provided that the Company shall not have been required to take actions in connection with the development, construction, commissioning and start up of the 10X Facility that are unreasonable for a commercial Magnet manufacturing facility) or (y) Project Company's willful and material breach of its material obligations under the Offtake Agreement (as guaranteed by the Company pursuant to Section 6.09), DOD Consequential Losses, but excluding any and all other lost profits and consequential damages. For purposes hereof:

(1) “DOD Consequential Losses” shall be determined as follows: (A) if the applicable Company Event of Default occurs prior to the Commercial Operation Date, DOD Consequential Losses shall be the cost of 28,000 metric tons of finished Magnets at the PRC Magnet Market Price; and (B) if the applicable Company Event of Default occurs on or after the Commercial Operation Date, DOD Consequential Losses shall equal the product of (i) the Total Post-Commercial Operation Date Magnets *multiplied by* (ii) *the lower of* (x) the Production Cost of a finished Magnet (under the Offtake Agreement) for the last Calendar Quarter (as defined in the Offtake Agreement) ended prior to the applicable Company Event of Default, and (y) the PRC Magnet Market Price;

(2) “DOD Lost Profits” shall be limited to profits that would have been realized by DOD from payments remaining to be made by the Company under the Price Protection Agreement following the date of the applicable Company Event of Default;

(3) “PRC Magnet Market Price” means the prevailing market price per Magnet (determined as of the date of the applicable Company Event of Default) for commercial grade finished Magnets that are manufactured for export in The People’s Republic of China (“PRC”). If as of the date of determination, there is no readily ascertainable market price for commercial grade finished Magnets manufactured in PRC for export, then the PRC Magnet Market Price shall be determined by computing the average of the bid prices (copies of which shall be provided to the Company) for 1,000 metric tons of such Magnets that are submitted by the three largest PRC producers of commercial Magnets for export who respond to a request for proposal that shall be submitted by DOD or its agent as promptly as reasonably practicable following the date of the applicable Company Event of Default; provided, that if a price cannot be determined in the foregoing manner, the PRC Magnet Market Price shall be as determined by a court of competent jurisdiction; and

(4) “Total Post-Commercial Operation Date Magnets” means *the lower of* (i) the product of 7,000 metric tons of finished Magnets *multiplied by* the number of years remaining on the Term (as defined in the Offtake Agreement) and (ii) 28,000 metric tons of finished Magnets.

DOD’s rights and remedies under this Section 9.02 are in addition to any and all rights and remedies that DOD has under any of the other Transaction Documents whether or not any such other Transaction Documents are deemed unenforceable or invalid, none of which shall be construed to limit the United States Government’s ability to initiate administrative proceedings or actions by the Department of Justice under its civil and criminal enforcement authorities.

(b) If the Company is not in default under this Agreement or any of the Transaction Documents, but the Company or any applicable Subsidiaries: (1) have materially fallen behind the applicable milestones set forth in (i) Schedule 6.04(a) with respect to the

development, construction, commissioning and start up of the 10X Facility or (ii) Schedule 6.05(a) with respect to development, construction and commissioning of the Facility Improvements or the Samarium Project; (2) are materially failing to produce the numbers of Magnets ordered by DOD (or customers sourced via DOD) on the agreed timetables or at the agreed specifications pursuant to the terms of the Offtake Agreement; or (3) are materially failing to produce NdPr, NdPr Products or samarium oxide in the quantities required to satisfy purchase orders for DOD (or customers sourced via DOD) on the agreed timetables or at the agreed specifications, in any case whether as a result of a Force Majeure Event or otherwise, except as a result of any DOD action or inaction that is a material cause of such failure (including any changes requested to the DOD Magnet Specifications (as defined in the Offtake Agreement)) or any material failure of the DOD to meet its material obligations in this Agreement or the other Transaction Documents, including those set forth in Section 6.04(b) and 6.05(b), then in any such case the Company shall promptly so notify DOD and provide DOD with any relevant information regarding any such delays, shortfalls and failures. The Company shall take DOD's comments and concerns into due account in establishing a remediation plan (the "Remediation Plan") to address any such delays, shortfalls or failures, and shall deliver the proposed Remediation Plan to the DOD for approval (not to be unreasonably withheld, conditioned or delayed) within 60 days after the initial notification from the Company to DOD, provided that, if DOD unreasonably withholds, conditions or delays approval of the Remediation Plan, the Company may proceed with implementing the proposed Remediation Plan and shall be deemed to be in full compliance with this Section 9.02(b) to the extent it uses its reasonable best efforts to successfully complete such Remediation Plan. If (i) the proposed Remediation Plan is not delivered by the Company to DOD within such 60 day period, (ii) the implementation of the approved Remediation Plan is not commenced within the later of (x) 90 days after the initial notification from the Company to DOD and (y) 30 days following DOD approval of the Remediation Plan or (iii) the remediation steps set forth in the Remediation Plan are not completed within the timeframe set forth therein, then the Company will consult with DOD and use its reasonable best efforts to implement (within 60 days following such consultation) (x) such personnel changes and/or engagement of additional personnel or consultants as may be requested by DOD or (y) acquire or deploy such other reasonably available resources as are proposed by DOD in order to properly prepare and/or implement the Remediation Plan. For the avoidance of doubt, in no event shall the personnel changes contemplated by clause (x) in the preceding sentence require the Company to make any changes to the Company's directors or executive officers or employees with vice president (or equivalent) title or more senior (but may require the Company to retain additional personnel at levels below executive officer). In the event that the remediation steps contemplated by the Remediation Plan, as so modified are not completed within an additional 90 days, a Company Event of Default shall be deemed to have occurred.

Section 9.03 Jurisdiction and Recourse Involving Company. By execution and delivery of this Agreement, the Company irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding against it arising out of or in connection with this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of (i) the courts of the United States for the District of Columbia; (ii) any other federal court of competent jurisdiction in any other jurisdiction where it or any of its property may be found; (iii) the courts of Washington, D.C.; and (iv) appellate courts from any of the foregoing;

(b) consents that any such action or proceeding may be brought in or removed to such courts, and waives any objection, or right to stay or dismiss any action or proceeding, that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and

(c) agrees that, subject to any and all rights of appeal provided by applicable Law, judgment against it in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment or otherwise as provided by Law, a certified or exemplified copy of which judgment shall be conclusive evidence of the fact and amount of the Company's obligation.

Section 9.04 Jurisdiction Involving DOD. By execution and delivery of this Agreement, DOD, to the maximum extent permitted by Law, irrevocably and unconditionally acknowledges that each of the Transaction Documents is an express contract within the meaning of 28 U.S.C. § 1491(a), and submits for itself in any claim arising from, related to, or in connection with a Transaction Document to the jurisdiction of (A) the U.S. Court of Federal Claims; (B) any other federal court or tribunal of competent jurisdiction; and (C) appellate courts from any of the foregoing.

ARTICLE 10

MISCELLANEOUS

Section 10.01 Survival. The representations and warranties set forth in Article 3, Article 4 and Article 5 of the Agreement, the covenants set forth in Section 6.10 and the provisions set forth in Section 6.07, Section 6.09 and Article 10 shall survive the Closing and any termination of this Agreement. All other covenants shall survive the Closing in accordance with their respective terms. Notwithstanding the foregoing, any termination of this Agreement shall not limit the liability of any Party for any breach of its obligations prior to such termination.

Section 10.02 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with, the Federal Law of the United States. To the extent that Federal Law does not specify the appropriate rule of decision for a particular matter at issue, it is the intention and agreement of the Parties that the Law of the State of Delaware (without giving effect to its conflict of laws principles) shall be adopted as the governing rule of decision.

Section 10.03 WAIVER OF JURY TRIAL. THE PARTIES EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 10.04 Specific Performance. The Company acknowledges that the rights of DOD to consummate the Transactions are unique and recognizes and affirms that in the event of a breach of this Agreement by the Company, money damages are inadequate and DOD would have no adequate remedy at Law. It is accordingly agreed that DOD shall be entitled to (and the Company shall not oppose on the basis that injunctive relief or specific performance is not available due to availability of an adequate remedy at law) an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security, this being in addition to any other remedy to which it is entitled at Law or in equity.

Section 10.05 Expenses. Except as otherwise expressly provided in this Agreement and the Registration Rights Agreement, each Party will bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the other Transaction Documents.

Section 10.06 Amendment. This Agreement cannot be modified or amended except in writing duly executed by each Party.

Section 10.07 Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed given to a Party when (i) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), (ii) sent by e-mail or (iii) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or e-mail addresses and marked to the attention of the individual (by name or title) designated below (or to such other address, e-mail address or individual as a Party may designate by notice to the other Party):

if to DOD:

United States Department of Defense
1000 Defense Pentagon, Washington, DC 20301-1000
Attention: [***]
E-mail: [***]
Office of the Deputy Secretary of Defense
E-mail: [***]

with a simultaneous copy (which will not constitute notice) to:

Schulte Roth & Zabel LLP
Address: 919 Third Avenue, New York, NY 10022
Attention: Alan S. Waldenberg
Robert B. Loper
E-mail: alan.waldenberg@srz.com
robert.loper@srz.com

and

McDermott Will & Emery LLP
Address: 444 West Lake Street, Suite 4000, Chicago, IL 60606
Attention: Robert Clagg
E-mail: Rclagg@mwe.com

if to the Company:

MP Materials Corp.
Address: 1700 S Pavilion Center Drive, Suite 800, Las Vegas, NV 89135
Attention: Elliot Hoops, General Counsel and Secretary
E-mail: [***]

with a simultaneous copy (which will not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Address: One Manhattan West, New York, NY 10001
Attention: Stephen F. Arcano
Neil P. Stronski
Dohyun Kim
Samuel J. Cammer

E-mail: stephen.arcano@skadden.com
neil.stronski@skadden.com
dohyun.kim@skadden.com
samuel.cammer@skadden.com

Section 10.08 Waiver. The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable Law, (i) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in a written document signed by the other Party, (ii) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given and (iii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

Section 10.09 No Third-Party Beneficiaries; No Assignment. Except as expressly stated herein, nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement except such rights as may inure to a successor or permitted assignee. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

Section 10.10 Further Action. Upon the request of any Party to this Agreement, and subject to the terms and conditions hereof, except as prohibited by applicable Law, the other Party will (i) furnish to the requesting Party additional information, (ii) execute and deliver, at its own expense, any other documents reasonably acceptable to such Party, and (iii) take any other actions as reasonably necessary to carry out the intent of this Agreement.

Section 10.11 Severability. Except as otherwise provided in Section 9.01, any term, covenant, condition or provision of this Agreement or any other Transaction Document or the application thereof to any Person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement or such other Transaction Documents (as applicable), or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement or such other Transaction Documents (as applicable) shall be valid and be enforced to the fullest extent permitted by applicable Law.

Section 10.12 Conflicting Terms. For the avoidance of doubt, the terms of this Agreement shall not override, modify, or otherwise affect any provision of any other Transaction Document unless there is a direct and irreconcilable conflict between the specific provisions of this Agreement and such other Transaction Document, in which case the terms of this Agreement shall control. In all other respects, each Transaction Document shall govern its subject matter independently and shall not be deemed superseded or amended by this Agreement.

Section 10.13 Entire Agreement. This Agreement (along with the other Transaction Documents and the other documents delivered contemporaneously with or pursuant to this Agreement and the other Transaction Documents) constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement and the other Transaction Documents may not be amended, supplemented or otherwise modified except in a written document executed by the Party against whose interest the modification will operate.

Section 10.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Facsimile or electronic signatures may be used in place of original signatures on this Agreement. The Parties intend to be bound by the signatures on any facsimile or electronic document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of a facsimile or electronic signature.

Section 10.15 Construction. For purposes of this Agreement, unless otherwise expressly specified herein, the words “hereof”, “herein”, “hereunder” and words of similar import will refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, and reference to a particular section of this Agreement will include all subsections thereof. The word “including” means including without limitation. Definitions will be equally applicable to both the singular and plural forms of the terms defined, and references to the

masculine, feminine or neuter gender will include each other gender. All references in this Agreement to any Section, Exhibit or Schedule will, unless otherwise specified, be deemed to be a reference to a Section, Exhibit or Schedule of or to this Agreement, in each case as such may be amended in accordance herewith, all of which are made a part of this Agreement. Unless the context clearly requires otherwise, when used herein “or” shall not be exclusive (*i.e.*, “or” shall mean “and/or”). Any reference herein to “\$” or “dollars” means United States dollars.

Section 10.16 Non-Disclosure of Information.

(a) Each Party shall keep confidential any non-public information with respect to the other Party and/or its Affiliates (including their respective businesses or activities, as applicable), and the terms and conditions of this Agreement or any other Transaction Document and any information prepared or provided in connection with this Agreement, the other Transaction Documents or the Transactions (collectively, the “Confidential Information”), and shall use the Confidential Information solely for the purpose of evaluating, negotiating, consummating and monitoring performance of the Transaction Documents and the Transactions (the “Specified Purposes”), and shall not disclose any such Confidential Information to any third parties, except that each Party and its relevant Affiliates shall have the right to provide or otherwise disclose Confidential Information: (i) that (A) was previously or is hereafter publicly disclosed (other than as a result of disclosures in violation of this Agreement or other confidentiality agreements to which either Party is a party), (B) becomes available to such disclosing Party on a non-confidential basis from a Person other than the non-disclosing Party who is not known to such disclosing Party to be legally restricted from disclosing such information, or (C) was independently developed by the disclosing Party without referencing, relying on or using any Confidential Information; (ii) to any Party’s officers, directors, brokers, employees, agents, consultants, representatives, lenders (whether actual and/or prospective), investors (whether actual or prospective), accountants, attorneys, and other advisors, on a need-to-know basis (provided that the aforesaid parties are advised of the confidential nature of such Confidential Information and are instructed to maintain the confidentiality of the Confidential Information and use the Confidential Information only for the Specified Purposes); (iii) as required to be disclosed by applicable Law (including the Freedom of Information Act, regulations of the United States Securities and Exchange Commission, judicial, regulatory or administrative process and the preparation or filing of any tax returns or other filings); *provided* that, to the extent permitted by such applicable Law, prior written notice of such disclosure shall be provided to the other Party; (iv) in connection with any bona fide suit, action, dispute, arbitration or other proceedings between the Parties and/or their respective affiliates brought in good faith; and/or (v) in the case of the Company, in connection with an earnings call or other communications to actual or potential investors, shareholders or analysts, or any public company communications or filings. The provisions of this Section 10.16(a) shall survive the expiration or any termination of this Agreement.

(b) Within 45 days of the Effective Date, the Company shall identify all information in the Transaction Documents that the Company believes to be Confidential Information. Within 45 days thereafter, DOD will notify the Company of its agreement or disagreement with such designations.

(c) Upon receipt of any Freedom of Information Act request for Confidential Information related to the transactions contemplated by this Agreement and other Transaction Documents, DOD agrees to redact any information previously agreed upon as Confidential Information except to the extent the Company has previously publicly disclosed such information. Moreover, to the extent DOD determines that any information not previously agreed upon as Confidential Information is responsive to any such request, whether contained in the Transaction Documents, or otherwise, DOD shall promptly notify the Company, and the Parties shall cooperate in good faith to prepare mutually acceptable redactions authorized under applicable Laws prior to any release of such Confidential Information. If the Parties are unable to agree on mutually acceptable redactions, DOD shall provide the Company with prior written notice of any information that it intends to disclose without redaction, to the extent permitted by applicable Law and limiting its disclosure to the maximum extent permitted by applicable Law. The provisions of this Section 10.16(c) shall survive the expiration or any termination of this Agreement.

(d) Notwithstanding anything to the contrary herein, neither the Company, on the one hand, or the DOD on the other hand, shall be required to share any information with the other Party pursuant to this Agreement to the extent that sharing such information would jeopardize any legal privilege or contravene any applicable Law or confidentiality undertaking with a third party; *provided* that the Company or DOD (as applicable) shall use its commercially reasonable efforts to provide as much of such information as possible to the other Party in a manner that does not result in waivers of privilege or contraventions of Law or such confidentiality undertaking.

(e) The provisions in this Section 10.16 are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights or liabilities created by existing statute or Executive order relating to (a) classified information, (b) communications to Congress, (c) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (d) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive orders and statutory provisions are incorporated into this Agreement and are controlling. Further, these provision do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Section 10.17 Samarium Loan. Notwithstanding anything to the contrary contained in this Agreement or in any other Transaction Document, the Parties agree that the Company (i) has not and will not make any representation or warranty regarding the Samarium Project, the Samarium Project Financing or any other matters associated with samarium oxide production, including but not limited to any estimated costs, milestones or timelines or use of proceeds set forth herein or in any other Transaction Document to the extent related to the Samarium Project, the Samarium Project Financing or samarium oxide production, and (ii) does not have and will not have any obligations with respect to the Samarium Project, the Samarium Project Financing or samarium oxide production herein (including, but not limited to, under Section 6.05 and Section 6.06) or in any other Transaction Document, in each case, unless and until such time as (a) the Samarium Project Loan is executed by the Parties and (b) DOD has paid, or caused to be paid, and the Company has received, an amount in cash equal to the Samarium Project Loan Amount by wire transfer of immediately available funds, to an account designated by the Company prior thereto, in accordance with the terms of the Samarium Project Loan, in each case, within thirty (30) days after the Effective Date or such other time as mutually agreed by the Parties.

Section 10.18 Effectiveness of Company Covenants and Agreements. Unless otherwise expressly set forth herein, the Company shall not be required to perform or comply with any covenants or agreements set forth in this Agreement, the Offtake Agreement or the Price Protection Agreement that contemplate performance or compliance after the Effective Date, unless and until the Closing has occurred in accordance with the terms of this Agreement, and upon Closing occurring in accordance with the terms of this Agreement, such covenants and agreements shall become effective and binding upon the Company as of the Closing Date.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly and validly executed as of the date first set forth above.

THE UNITED STATES DEPARTMENT OF DEFENSE

By: /s/ Honorable Pete Hegseth
Name: Honorable Pete Hegseth
Title: Secretary of Defense

By: /s/ Stephen A. Feinberg
Name: Stephen A. Feinberg
Title: Deputy Secretary of Defense

MP MATERIALS CORP.

By: /s/ James H. Litinsky
Name: James H. Litinsky
Title: Chairman of the Board and Chief Executive Officer

[Signature Page to Transaction Agreement]

MP MATERIALS CORP.**SUBSCRIPTION AGREEMENT**

This Purchase Agreement (this “**Agreement**”) is made and entered into as of July 9, 2025 (the “**Effective Date**”), between MP Materials Corp., a Delaware corporation (the “**Corporation**”), and the United States Department of Defense (“**DOD**,” and together with the Corporation, the “**Parties**,” and each, a “**Party**”). Terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Transaction Agreement (as defined below).

WHEREAS, on the date hereof and concurrently with their entry into this Agreement, the Corporation and DOD have entered into a Transaction Agreement (the “**Transaction Agreement**”), which, among other related transactions, contemplates the execution of this Agreement;

WHEREAS, pursuant to this Agreement, the Corporation is issuing and selling to DOD, and DOD is purchasing from the Corporation, in each case on the terms and subject to the conditions set forth in this Agreement, 400,000 shares of a series of convertible preferred stock, par value \$0.0001 per share, of the Corporation designated as “Series A Cumulative Perpetual Convertible Preferred Stock,” (the “**Preferred Stock**,” and such shares of Preferred Stock, the “**Preferred Shares**”), having the powers, preferences and rights, and the qualifications, limitations and restrictions, as set forth in the Certificate of Designations (the “**Certificate of Designations**”) in the form attached hereto as Exhibit A;

WHEREAS, the Preferred Shares will be convertible at any time and from time to time into shares of the Corporation’s common stock, par value \$0.0001 per share (the “**Common Stock**”), on the terms and subject to the conditions set forth in the Certificate of Designations (the “**Conversion Shares**”); and

WHEREAS, the Preferred Shares are being offered and sold to DOD, on the terms and subject to the conditions set forth in this Agreement, without registration under the Securities Act of 1933, as amended (the “**Securities Act**”), in reliance on an exemption from the registration requirements under the Securities Act.

NOW, THEREFORE, in consideration of, and on the basis of, the respective representations, warranties, covenants and agreements set forth herein, the parties hereto agree as follows:

SECTION 1. PURCHASE AND SALE OF THE PREFERRED SHARES

1.1 Agreement to Purchase and Sell. On the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined below), the Corporation agrees to issue and sell to DOD, and DOD agrees to purchase from the Corporation, the Preferred Shares for an aggregate cash purchase price of \$400,000,000 (the “**Preferred Purchase Price**,” and such transaction, the “**Sale**”), based on a cash purchase price of \$1,000 per Preferred Share (the “**Per Share Purchase Price**”).

1.2 Closing. The closing of the Sale (the “**Closing**”) shall be held at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001, on the Closing Date, or at such other time and place upon which the Corporation and DOD shall agree in writing.

1.3 Delivery and Payment.

(a) On the Closing Date, the Corporation shall register DOD in book entry form as the owner of the Preferred Shares purchased by DOD hereunder on the Closing Date. The Corporation shall promptly deliver to the DOD evidence of the book-entry position representing the Preferred Shares.

(b) On the Closing Date, the DOD shall pay or cause to be paid by wire transfer, in immediately available funds, an amount of cash equal to the Purchase Price to an account designated by the Corporation.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

The Parties mutually, unless otherwise noted, represent and warrant as of the date hereof as follows:

2.1 Authority. Such Party has the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby that are to be consummated by such Party.

2.2 Execution and Delivery; Enforceability. Such Party has taken all action necessary to authorize the execution and delivery by such Party of this Agreement and each agreement, instrument or document required to be executed and delivered by such Party pursuant to this Agreement, the performance by such Party of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby that are to be consummated by such Party. This Agreement has been duly executed and delivered by such Party and, assuming due execution and delivery by the other Party, constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and similar Laws affecting creditors' rights generally and to general principles of equity.

2.3 Absence of Conflict. Neither the execution and delivery by such Party of this Agreement nor each agreement, instrument or document required to be executed and delivered by such Party pursuant to this Agreement, the performance by such Party of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby that are to be consummated by such Party violate or conflict with, constitute a default under or require any consent, waiver or approval under (a) such Party's organizational documents (if applicable), (b) any law applicable to such Party or (c) any material contract, instrument or agreement to which such Party is a party or by which it or its property is bound, except, in the case of clauses (b) and (c), as would not, individually or in the aggregate, be reasonably expected to have a material adverse effect on the ability of such party to timely comply, or prevent such party from complying, with its obligations under this Agreement.

2.4 Issuance and Delivery of Shares. The Corporation represents and warrants that the Preferred Shares have been duly authorized, and the Conversion Shares will have been duly authorized and reserved for issuance upon conversion of the applicable Preferred Shares, and, when so issued by the Corporation and, in the case of the Preferred Shares, delivered against payment of the Preferred Purchase Price in the Sale, in the manner provided for in, and in compliance with the provisions of, this Agreement, the Preferred Shares and the Conversion Shares (a) shall be free and clear of any and all liens, security interests, options, claims, encumbrances or restrictions, except for such restrictions as expressly set forth in this Agreement or in the Certificate of Designations or otherwise imposed by applicable federal or state securities laws or by or with respect to DOD or any Law applicable to DOD, (b) shall have been validly issued, (c) shall be fully paid and nonassessable, (d) assuming the accuracy of the representations and warranties of DOD in this Section 2, shall have been issued in compliance with all applicable federal and state securities laws and (e) shall not have been issued in violation of any preemptive rights. The Corporation has filed, or at the Closing will file, the Certificate of Designations with the Secretary of State of the State of Delaware. Prior to giving effect to the issuance of the Preferred Shares contemplated hereby, no shares of Preferred Stock were issued or outstanding and no other series of preferred stock was issued or outstanding.

2.5 No Solicitation; No Integration. The Corporation represents and warrants that neither the Corporation nor any of its subsidiaries, nor any person acting on its or their behalf, (i) has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D under the Securities Act) in connection with the offer or sale of the Preferred Shares, (ii) has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under any circumstances that would require registration of the Preferred Shares under the Securities Act or (iii) has issued any securities which would be integrated with the sale of the Preferred Shares to DOD for purposes of the Securities Act, nor will the Corporation or any of its subsidiaries take any action or steps that would require registration of any of the Preferred Shares under the Securities Act or cause the offering of the Preferred Shares to be integrated with other offerings. The offer and sale of the Preferred Shares by the Corporation to DOD pursuant to this Agreement will be exempt from the registration requirements of the Securities Act.

2.6 Investment Representations. The DOD represents and warrants that:

(a) it (i) is an “accredited investor” as defined in Rule 501(a) under the Securities Act, (ii) is purchasing the Preferred Shares for its own account or for one or more separate accounts maintained by it for the benefit of one or more other accredited investors and not with a view to the distribution thereof, (iii) has no present intention of selling, granting any participation in, or otherwise distributing the Preferred Shares in violation of applicable law, (iv) understands that the Preferred Shares have not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available and the Corporation is not required to register the Preferred Shares and (v) will not sell, transfer or otherwise dispose of the Preferred Shares or any interest therein except in compliance with the terms of the Certificate of Designations and the registration requirements of the Securities Act and any other applicable securities laws or pursuant to an applicable exemption therefrom;

(b) the purchase of Preferred Shares by DOD has not been solicited by or through anyone other than the Corporation or its affiliates, DOD’s affiliates or DOD’s investment adviser;

(c) it acknowledges the issuance of the Preferred Shares has not been, and will not be, registered under the Securities Act or under any state securities laws by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of DOD’s investment intent and the accuracy of DOD’s representations as expressed herein;

(d) it understands that nothing in this Agreement or any other materials presented to DOD in connection with the Sale constitutes legal, tax or investment advice. The DOD has consulted such legal, tax, accounting and investment advisors as it, in its sole discretion, has deemed to be necessary or appropriate in connection with its purchase of the Preferred Shares, and it relies solely on such advisors and not on any statements or representations of the Corporation or any of the Corporation’s agents or representatives with respect to such legal, tax, accounting and investment consequences. The DOD understands that it, and not the Corporation, shall be responsible for its own tax liability that may arise as a result of the Sale; and

(e) DOD has retained the third-party advisors and legal counsel subject to this Subscription Agreement in accordance with all applicable laws and regulations. DOD has vetted the engagement of each of the third-party advisors and legal counsel and has confirmed that such retention does not create any conflicts of interest for DOD or the Corporation.

SECTION 3. RESTRICTIONS ON TRANSFER OF PREFERRED SHARES; OTHER COVENANTS

3.1 Restrictions on Transferability. The Preferred Shares may not be offered, sold or otherwise transferred except in compliance with the terms of the Transaction Agreement and the Certificate of Designations and the restrictions set forth in the text of the restrictive notation required to be contained in each register and book entry for the Preferred Shares pursuant to Section 3.2. The Corporation shall be entitled to give stop transfer orders to any transfer agent with respect to the Preferred Shares in order to enforce the foregoing restrictions.

3.2 Restrictive Notation

(a) Each register and book entry for the Preferred Shares shall, subject to Section 6.02(d)(i) of the Transaction Agreement with respect to clause (1) below, contain notations in the following form (in addition to any additional legends or notations as may be required under applicable securities laws):

(1) [SECURITIES LAW LEGEND] THIS SECURITY AND THE SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SECURITY HAVE BEEN ACQUIRED FOR INVESTMENT AND WITHOUT A VIEW TO DISTRIBUTION AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER STATE SECURITIES LAWS. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THIS SECURITY OR THE SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SECURITY OR ANY INTEREST OR PARTICIPATION THEREIN MAY BE MADE EXCEPT (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS AND, IN THE CASE OF CLAUSE (B), OTHER THAN A SALE PURSUANT TO RULE 144 UNDER THE SECURITIES ACT (UNLESS REQUIRED BY THE TRANSFER AGENT), PROVIDED THAT THE CORPORATION, IF IT SO REQUESTS, RECEIVES AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO THE EFFECT THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS.

(2) [CONTRACTUAL RESTRICTIVE LEGEND] THIS SECURITY AND THE SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SECURITY HAVE BEEN ISSUED SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS AS SET FORTH IN (A) THE CERTIFICATE OF DESIGNATIONS OF THE SERIES A PREFERRED STOCK OF THE CORPORATION AND (B) A TRANSACTION AGREEMENT BETWEEN THE ISSUER OF THIS SECURITY AND THE PARTY REFERRED TO THEREIN, A COPY OF WHICH IS ON FILE WITH THE ISSUER. THE SECURITY REPRESENTED BY THIS INSTRUMENT MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH SAID CERTIFICATE AND AGREEMENT. ANY SALE OR OTHER TRANSFER NOT IN COMPLIANCE WITH SAID CERTIFICATE AND AGREEMENT WILL BE VOID.

(b) Each register and book entry for the Conversion Shares shall, subject to Section 6.02(d)(i) of the Transaction Agreement with respect to clause (1) below and Section 6.02(d)(ii) of the Transaction Agreement with respect to clause (2) below, contain notations in the following form (in addition to any additional legends or notations as may be required under applicable securities laws):

(1) [SECURITIES LAW LEGEND] THIS SECURITY HAS BEEN ACQUIRED FOR INVESTMENT AND WITHOUT A VIEW TO DISTRIBUTION AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER STATE SECURITIES LAWS. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THIS SECURITY OR ANY INTEREST OR PARTICIPATION THEREIN MAY BE MADE EXCEPT (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS AND, IN THE CASE OF CLAUSE (B), OTHER THAN A SALE PURSUANT TO RULE 144 UNDER THE SECURITIES ACT (UNLESS REQUIRED BY THE TRANSFER AGENT), PROVIDED THAT THE CORPORATION, IF IT SO REQUESTS, RECEIVES AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO THE EFFECT THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS.

(2) [CONTRACTUAL RESTRICTIVE LEGEND] THIS SECURITY HAS BEEN ISSUED SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS AS SET FORTH IN (A) THE CERTIFICATE OF DESIGNATIONS OF THE SERIES A PREFERRED STOCK OF THE CORPORATION UPON THE CONVERSION OF WHICH THIS SECURITY WAS ISSUED AND (B) A TRANSACTION AGREEMENT BETWEEN THE ISSUER OF THIS SECURITY AND THE PARTY REFERRED TO THEREIN, A COPY OF WHICH IS ON FILE WITH THE ISSUER. THE SECURITY REPRESENTED BY THIS INSTRUMENT MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH SAID CERTIFICATE AND AGREEMENT. ANY SALE OR OTHER TRANSFER NOT IN COMPLIANCE WITH SAID CERTIFICATE AND AGREEMENT WILL BE VOID.

3.3 Listing. The Corporation shall, prior to the Closing Date, prepare and file a supplemental listing application with the New York Stock Exchange (“NYSE”) to list the Conversion Shares and the NYSE shall have conditionally authorized, subject to official notice of issuance, the listing of the Conversion Shares. Subject to any merger, acquisition, sale of all or substantially all of the assets, change of control or other transaction in which the Corporation is no longer an SEC reporting company, which has been determined by the Board of Directors to be in the best interest of the Corporation, the Corporation shall use commercially reasonable efforts to maintain the listing and trading of the Common Stock on NYSE and The Nasdaq Stock Market (or any of their respective successors) and, in accordance therewith, will comply in all material respects with the Corporation’s reporting, filing and other obligations under the rules and regulations of such exchange.

SECTION 4. MISCELLANEOUS

4.1 Survival of Representations and Warranties. The representations and warranties set forth in Section 2 of this Agreement shall survive the Closing and any termination of this Agreement. Notwithstanding the foregoing, any termination of this Agreement shall not limit the liability of any Party for any breach of its obligations prior to such termination.

4.2 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with, the Federal Law of the United States. To the extent that Federal Law does not specify the appropriate rule of decision for a particular matter at issue, it is the intention and agreement of the Parties that the law of the State of Delaware (without giving effect to its conflict of laws principles) shall be adopted as the governing rule of decision.

4.3 Jurisdiction.

(a) By execution and delivery of this Agreement, the Corporation irrevocably and unconditionally:

(1) submits for itself and its property in any legal action or proceeding against it arising out of or in connection with this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of (i) the courts of the United States for the District of Columbia; (ii) any other federal court of competent jurisdiction in any other jurisdiction where it or any of its property may be found; (iii) the courts of Washington, D.C.; and (iv) appellate courts from any of the foregoing;

(2) consents that any such action or proceeding may be brought in or removed to such courts, and waives any objection, or right to stay or dismiss any action or proceeding, that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and

(3) agrees that, subject to any and all rights of appeal provided by applicable law, judgment against it in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment or otherwise as provided by law, a certified or exemplified copy of which judgment shall be conclusive evidence of the fact and amount of the Corporation's obligation.

(b) By execution and delivery of this Agreement, DOD, to the maximum extent permitted by law, irrevocably and unconditionally acknowledges that this Agreement is an express contract within the meaning of 28 U.S.C. § 1491(a), and submits for itself in any claim arising from, related to, or in connection with this Agreement to the jurisdiction of (A) the U.S. Court of Federal Claims; (B) any other federal court or tribunal of competent jurisdiction; and (C) appellate courts from any of the foregoing.

4.4 WAIVER OF JURY TRIAL. THE PARTIES EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

4.5 Specific Performance. The Corporation acknowledges that the rights of DOD to consummate the Sale are unique and recognizes and affirms that in the event of a breach of this Agreement by the Corporation, money damages are inadequate and DOD would have no adequate remedy at Law. It is accordingly agreed that DOD shall be entitled to (and the Corporation shall not oppose on the basis that injunctive relief or specific performance is not available due to availability of an adequate remedy at law) an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security, this being in addition to any other remedy to which it is entitled at law or in equity.

4.6 Expenses. Except as otherwise expressly provided in this Agreement or any other Transaction Document (as defined in the Transaction Agreement), each Party will bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement.

4.7 Amendment. This Agreement cannot be modified or amended except in writing duly executed by each Party.

4.8 Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed given to a Party when (i) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), (ii) sent by e-mail or (iii) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or e-mail addresses and marked to the attention of the individual (by name or title) designated below (or to such other address, e-mail address or individual as a Party may designate by notice to the other Party):

if to DOD:

United States Department of Defense
1000 Defense Pentagon, Washington, DC 20301-1000
Attention: [***]
E-mail: [***]
Office of the Deputy Secretary of Defense
E-mail: [***]

with a simultaneous copy (which will not constitute notice) to:

Schulte Roth & Zabel LLP
Address: 919 Third Avenue, New York, NY 10022
Attention: Alan S. Waldenberg
Robert B. Loper
Stuart D. Freedman
E-mail: alan.waldenberg@srz.com
robert.loper@srz.com
stuart.freedman@srz.com

and

McDermott Will & Emery LLP
Address: 444 West Lake Street, Suite 4000, Chicago, IL 60606
Attention: Robert Clagg
E-mail: Rclagg@mwe.com

if to the Corporation:

MP Materials Corp.
Address: 1700 S Pavilion Center Drive, Suite 800, Las Vegas, NV 89135
Attention: Elliot Hoops, General Counsel and Secretary
E-mail: [***]

with a simultaneous copy (which will not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Address: One Manhattan West, New York, NY 10001
Attention: Stephen F. Arcano
Neil P. Stronski
Dohyun Kim
Samuel J. Cammer
E-mail: stephen.arcano@skadden.com
neil.stronski@skadden.com
dohyun.kim@skadden.com
samuel.cammer@skadden.com

4.9 Waiver. The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (i) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in a written document signed by the other Party, (ii) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given and (iii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

4.10 No Third-Party Beneficiaries. Except as expressly stated herein, nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement except such rights as may inure to a successor or permitted assignee.

4.11 Further Action. Upon the request of any Party to this Agreement, and subject to the terms and conditions hereof, the other Party will (i) furnish to the requesting Party any additional information, (ii) execute and deliver, at its own expense, any other documents reasonably acceptable to such Party, and (iii) take any other actions as the requesting Party may reasonably require to more effectively carry out the intent of this Agreement.

4.12 Severability. If any term, covenant, condition or provision of this Agreement or any other Transaction Document (as defined in the Transaction Agreement) or the application thereof to any Person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement or such other Transaction Documents (as applicable), or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement or such other Transaction Documents (as applicable) shall be valid and be enforced to the fullest extent permitted by applicable law.

4.13 Entire Agreement. This Agreement (along with other the Transaction Documents and the other documents delivered contemporaneously with or pursuant to this Agreement and the other Transaction Documents) constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement and the other Transaction Documents may not be amended, supplemented or otherwise modified except in a written document executed by the Party against whose interest the modification will operate.

4.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Facsimile or electronic signatures may be used in place of original signatures on this Agreement. The Parties intend to be bound by the signatures on any facsimile or electronic document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of a facsimile or electronic signature.

4.15 Construction. For purposes of this Agreement, unless otherwise expressly specified herein, the words “hereof”, “herein”, “hereunder” and words of similar import will refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, and reference to a particular section of this Agreement will include all subsections thereof. The word “including” means including without limitation. Definitions will be equally applicable to both the singular and plural forms of the terms defined, and references to the masculine, feminine or neuter gender will include each other gender. All references in this Agreement to any Section, Exhibit or Schedule will, unless otherwise specified, be deemed to be a reference to a Section, Exhibit or Schedule of or to this Agreement, in each case as such may be amended in accordance herewith, all of which are made a part of this Agreement. Unless the context clearly requires otherwise, when used herein “or” shall not be exclusive (i.e., “or” shall mean “and/or”). Any reference herein to “\$” or “dollars” means United States dollars.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

MP MATERIALS CORP.

By: /s/ Elliot D. Hoops
Name: Elliot D. Hoops
Title: General Counsel and Secretary

UNITED STATES DEPARTMENT OF DEFENSE

By: /s/ Honorable Pete Hegseth
Name: Honorable Pete Hegseth
Title: Secretary of Defense

By: /s/ Stephen A. Feinberg
Name: Stephen A. Feinberg
Title: Deputy Secretary of Defense

[Signature Page to Subscription Agreement]

FORM OF WARRANT TO PURCHASE COMMON STOCK

THIS SECURITY AND THE SHARES OF COMMON STOCK ISSUABLE UPON EXERCISE OF THIS SECURITY HAVE BEEN ACQUIRED FOR INVESTMENT AND WITHOUT A VIEW TO DISTRIBUTION AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER STATE SECURITIES LAWS. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THIS SECURITY OR THE SHARES OF COMMON STOCK ISSUABLE UPON EXERCISE OF THIS SECURITY OR ANY INTEREST OR PARTICIPATION THEREIN MAY BE MADE EXCEPT (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (2) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS AND, IN THE CASE OF CLAUSE (2), OTHER THAN A SALE PURSUANT TO RULE 144 UNDER THE SECURITIES ACT, PROVIDED THAT THE CORPORATION, IF IT SO REQUESTS, RECEIVES AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO THE EFFECT THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS.

THIS SECURITY AND THE SHARES OF COMMON STOCK ISSUABLE UPON EXERCISE OF THIS SECURITY HAVE BEEN ISSUED SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS AS SET FORTH IN A TRANSACTION AGREEMENT BETWEEN THE ISSUER OF THIS SECURITY AND THE PARTY REFERRED TO THEREIN, A COPY OF WHICH IS ON FILE WITH THE ISSUER. THE SECURITY REPRESENTED BY THIS INSTRUMENT MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH SAID AGREEMENT. ANY SALE OR OTHER TRANSFER NOT IN COMPLIANCE WITH SAID AGREEMENT WILL BE VOID.

**WARRANT
to Purchase
11,201,659
Shares of Common Stock
of MP Materials Corp.**

Issue Date: July 11, 2025

1. Definitions. Unless the context otherwise requires, when used herein the following terms shall have the meanings indicated.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person at any time during the period for which the determination of affiliation is being made. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to elect a majority of the board of directors (or other governing body) or to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Beneficial Ownership Limitation” has the meaning set forth in Section 3(B).

“Board” means the board of directors of the Corporation, including any duly authorized committee thereof.

“business day” means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Law to be closed in the State of New York.

“Certificate of Incorporation” means the Second Amended and Restated Certificate of Incorporation of the Corporation, or such successor certificate or articles of incorporation, articles of association or similar organizational document.

“Common Stock” means the common stock of the Corporation, par value \$0.0001 per share.

“Conversion Limitation Adjustment Event” means the consummation of (i) any share exchange, stock sale, consolidation or merger of the Corporation, or other transaction pursuant to which a majority of the Common Stock will be converted into cash, securities or other property or assets or pursuant to which any Person or group of Persons will have the right to appoint a majority of the Board, (ii) any issuance of Common Stock or other securities convertible into Common Stock pursuant to which any Person or group of Persons will have the right to appoint a majority of the Board, or (iii) any sale, lease or other transfer in one transaction or a series of transactions of any material portion of the consolidated assets of the Corporation and its subsidiaries, taken as a whole, other than the transfer of assets of the Corporation to one or more of the Corporation’s wholly owned subsidiaries.

“Corporation” means MP Materials Corp.

“Equity Securities” has the meaning ascribed to such term in Rule 405 promulgated under the Securities Act as in effect on the date hereof, and in any event includes any stock, any partnership interest, any limited liability company interest and any other interest, right or security convertible into, or exchangeable or exercisable for, capital stock, partnership interests, limited liability company interests or otherwise having the attendant right to vote for directors or similar representatives.

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended.

“Exercise Price” means, with respect to this Warrant, initially, \$30.03.

“Expiration Time” has the meaning set forth in Section 3.

“Governmental Authority” means any (a) nation or government, state, commonwealth, province, territory, county, municipality, district, or other jurisdiction of any nature, or any political subdivision thereof, (b) federal, state, local, municipal, foreign, or other government, or (c) governmental or quasi-governmental authority of any nature (including any relevant domestic, foreign, multinational or international body, governmental division, department, agency, board, bureau, commission, instrumentality, official, organization, regulatory body, or other entity and any court, arbitrator, or other tribunal) exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any executive official thereof; *provided*, that for purposes of this Agreement the term “Governmental Authority” shall not include DOD.

“Governmental Authorization” means any consent, license, permit, certificate, identification number, approval, exemption, variance product registration or other registration issued or granted by or filed with any Governmental Authority pursuant to applicable Law.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“Last Reported Sale Price” of the Common Stock on any date means the closing sale price per share (or if no closing sale price is reported, the average of the bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices) on that date as reported in composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock is traded. If the Common Stock is not listed for trading on a U.S. national or regional securities exchange on the relevant date, the “Last Reported Sale Price” shall be the last quoted bid price per share for the Common Stock in the over-the-counter market on the relevant date as reported by OTC Markets Group Inc. or a similar organization. If the Common Stock is not so quoted, the “Last Reported Sale Price” shall be the average of the mid-point of the last bid and ask prices per share for the Common Stock on the relevant date from each of at least three nationally recognized independent investment banking firms selected by the Corporation for this purpose.

“Law” means all codes, laws, common laws, statutes, Governmental Authorizations, ordinances, rules, regulations, orders, writs, judgments or injunctions of Governmental Authority, including any amendments thereto.

“NYSE” means the New York Stock Exchange.

“Original Investor” means the United States Department of Defense. Any actions specified to be taken by the Original Investor hereunder may only be taken by such Person and not by any other Warrantholder.

“Original Issue Date” means July 11, 2025.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Authority or any department, agency or political subdivision thereof.

“Regulatory Law” means, to the extent applicable and required to permit the Warrantholder to exercise this Warrant for shares of Common Stock and to own such Common Stock without the Warrantholder, collectively, any Law that is designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or lessening of competition through merger or acquisition or restraint of trade or that affect foreign investment, outbound investment, foreign exchange, national security or national interest of any jurisdiction.

“SEC” means the U.S. Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended.

“Shares” has the meaning set forth in Section 2.

“Trading Day” means a Business Day on which NYSE (or any other national securities exchange on which the Common Stock is listed at such time) is open for business.

“Transaction Agreement” means the transaction agreement, dated as of July 9, 2025, by and between MP Materials Corp. and the United States Department of Defense, pursuant to which this Warrant is issued.

“Transfer Agent” means the Corporation’s transfer agent and registrar for the Common Stock, and any successor appointed in such capacity.

“Warrantholder” has the meaning set forth in Section 2.

“Warrant” means this warrant.

2. Number of Shares; Exercise Price. This certifies that, for value received, the United States Department of Defense (together with any permitted transferee or assignee, as applicable, including the restrictions included in Section 8, the “Warrantholder”) is entitled, upon the terms and subject to the conditions hereinafter set forth, to acquire from the Corporation, in whole or in part, after the expiration or termination of the applicable waiting period (and any extension thereof) under the HSR Act and any other applicable Regulatory Law, if any, up to an aggregate of 11,201,659 fully paid and nonassessable shares of Common Stock, at a purchase price per share of Common Stock equal to the Exercise Price. The number of shares of Common Stock (the “Shares”) and the Exercise Price are subject to adjustment as provided herein, and all references to “Common Stock,” “Shares” and “Exercise Price” herein shall be deemed to include any such adjustment or series of adjustments.

3. Exercise of Warrant; Term; Limitation on Exercise.

(A) Subject to Section 2, to the extent permitted by applicable laws and regulations, the right to purchase the Shares represented by this Warrant is exercisable, in whole or in part, by the Warrantholder, at any time and from time to time, after the execution and delivery of this Warrant by the Corporation on the date hereof, but in no event later than 5:00 p.m., New York City time on the tenth anniversary of the Original Issue Date (the “Expiration Time”), by (A) delivery of the Notice of Exercise annexed hereto, duly completed and executed on behalf of the Warrantholder; provided that the Warrantholder shall not be required to deliver the original Warrant in order to effect an exercise hereunder and no ink original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required, and (B) payment of the Exercise Price for the Shares thereby purchased:

(i) by wire transfer of immediately available funds to an account designated by the Corporation; or

(ii) at the option of the Warrantholder, the exercise of such option will be evidenced in the Notice of Exercise annexed hereto, by having the Corporation withhold, from the shares of Common Stock that would otherwise be delivered to the Warrantholder upon such exercise, shares of Common Stock issuable

upon exercise of the Warrant equal in value to the aggregate Exercise Price as to which this Warrant is so exercised based on the Last Reported Sale Price of the Common Stock on the Trading Day on which this Warrant is exercised and the Notice of Exercise is delivered to the Corporation pursuant to this Section 3.

Notwithstanding anything in this Warrant to the contrary, the Warrantholder hereby acknowledges and agrees that its exercise of this Warrant for Shares is subject to the expiration or termination of the applicable waiting period (and any extension thereof) under the HSR Act and any other applicable Regulatory Law. Execution and delivery of the Notice of Exercise shall have the same effect as cancellation of the original Warrant and issuance of a new Warrant evidencing the right to purchase the remaining number of Shares, if any. The date on which the last of such items set forth herein is delivered to the Corporation (as determined in accordance with the notice provisions hereof) is an “Exercise Date.”

(B) Limitation on Exercise.

(i) Beneficial Ownership Limitation. The Corporation shall not effect any exercise of the Warrant, and the Warrantholder shall not have the right to receive Shares to the extent that, after giving effect to such exercise, the Warrantholder (together with such Warrantholder’s Affiliates, and any Persons acting as a group together with such Warrantholder or any of such Warrantholder’s Affiliates (such Persons, “Attribution Parties”)) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Warrantholder and its Affiliates and Attribution Parties shall include the number of Shares issuable upon exercise of the Warrant, but shall exclude the exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by such holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 3(B)(i), beneficial ownership shall be calculated as set forth in Rule 13d-3 of the rules and regulations under the Exchange Act, it being acknowledged by the holder that the Corporation is not representing to the Warrantholder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Warrantholder is solely responsible for any schedules required to be filed in accordance therewith (other than as it relates to a holder relying on the number of shares of Common Stock issued and outstanding as provided by the Corporation pursuant to this subsection). In addition, a determination as to any group status as contemplated in this Section 3(B) shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 3(B), in determining the number of outstanding shares of Common Stock, the Warrantholder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Corporation’s most recent periodic or annual report filed with the SEC, as the case may be, (ii) a more recent public announcement by the Corporation or (iii) a more recent written notice by the Corporation setting forth the number of shares of Common Stock outstanding. Upon the written or oral request (which may be via email) of a holder, the Corporation shall within one Trading Day confirm orally and in writing to such holder the number of shares of Common Stock then outstanding. The “Beneficial Ownership Limitation” shall be 19.9% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of Shares upon exercise of the Warrant. The limitations contained in this Section 3(B) shall apply to a successor holder of the Warrant. The limitations contained in this Section 3(B) shall terminate immediately at any time at which the Common Stock ceases to be an “equity security” as defined in Rule 13d-1(i) promulgated under the Exchange Act (or any successor rule).

(ii) Limitation on Share Transfers. Any Shares issued in connection with the exercise of the Warrant may be sold only pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from registration under the Securities Act; *provided*, that the Warrantholder shall take reasonable efforts based solely on its review of Section 13 filings made with the SEC, or if otherwise known to the Warrantholder, not to sell any Shares to any Person or “group”, within the meaning of Section 13(d) of the Exchange Act, if following, and taking into effect, such sale, such Person or group would beneficially own more than 9.9% of the Corporation’s outstanding Common Stock. For purposes of this Section 3(B)(ii), beneficial ownership shall be calculated as set forth in Rule 13d-3 of the rules and regulations under the Exchange Act; *provided*, that any Person shall be deemed to beneficially own any securities that such Person has the right to acquire, whether or not such right is exercisable immediately (including assuming exercise of the Warrant) owned by such Person to Common Stock.

(iii) Adjustment upon Conversion Limitation Adjustment Event. In connection with, and conditioned upon the consummation of, a Conversion Limitation Adjustment Event, the Warrantholder may, with at least five (5) Business Days' advance written notice to the Corporation, elect to increase or remove the Beneficial Ownership Limitation. The Corporation shall provide written notice to the Warrantholder at least twenty (20) days prior to the anticipated date of the Conversion Limitation Adjustment Event. The notice shall state (a) the anticipated date of the Conversion Limitation Adjustment Event; (b) a brief description of the Conversion Limitation Adjustment Event; and (c) the date by which the Warrantholder must provide notice to the Corporation to effect an adjustment of the Beneficial Ownership Limitation.

4. Issuance of Shares; Authorization; Listing. Upon exercise of this Warrant, the Corporation shall, as promptly as practicable (but in any event within 5 business days thereafter), deliver to the Warrantholder in book-entry form as recorded on the books and records of the Transfer Agent such aggregate number of shares of Common Stock specified by the Warrantholder in the Notice of Exercise and to which the Warrantholder is entitled pursuant to the exercise hereof. The Corporation hereby represents and warrants that any Shares issued upon the exercise of this Warrant in accordance with the provisions of Section 3 will be duly and validly authorized and issued, fully paid and nonassessable and free from all taxes, liens and charges (other than liens or charges created by the Warrantholder, income and franchise taxes incurred in connection with the exercise of the Warrant or taxes in respect of any transfer occurring contemporaneously therewith). The Corporation agrees that the Shares so issued will be deemed to have been issued to the Warrantholder as of the close of business on the date on which this Warrant and payment of the Exercise Price are delivered to the Corporation in accordance with the terms of this Warrant, notwithstanding that the stock transfer books of the Corporation may then be closed. The Corporation will at all times reserve and keep available, out of its authorized but unissued Common Stock, solely for the purpose of providing for the exercise of this Warrant, the aggregate number of shares of Common Stock then issuable upon exercise of this Warrant at any time without regard to the Beneficial Ownership Limitation. The Corporation shall take all such actions as may be necessary to assure that all such shares of Common Stock may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Common Stock may be listed (except for official notice of issuance which shall be immediately delivered by the Corporation upon each such issuance). The Corporation shall not close its books against the transfer of any of its capital stock in any manner which would prevent the timely conversion of the Shares.

5. No Fractional Shares. The Corporation shall not issue any fractional shares of Common Stock upon exercise of the Warrant. Instead the Corporation shall pay a cash adjustment to the exercising Warrantholder based upon the Last Reported Sale Price on the Trading Day immediately prior to the Exercise Date.

6. No Rights as Stockholders. This Warrant does not entitle the Warrantholder to any voting rights or other rights as a stockholder of the Corporation prior to the date of exercise hereof.

7. Charges, Taxes and Expenses.

(A) Issuance of Shares to the Warrantholder upon the exercise of this Warrant shall be made without charge to the Warrantholder for any issue or transfer tax (to the extent permitted under applicable law) or other incidental expense in respect of the issuance of such Shares, all of which taxes and expenses shall be paid by the Corporation. Notwithstanding the foregoing, the Parties shall cooperate to minimize any such transfer taxes to the extent permitted by law, including by providing any necessary documentation thereof.

(B) Notwithstanding any other provision of this Warrant, the Corporation and its respective representatives, as applicable, shall be entitled to deduct and withhold from any amount payable pursuant to this Warrant and any such taxes as may be required to be deducted and withheld from such amounts under the Internal Revenue Code of 1986, as amended.

8. Transfer/Assignment.

(A) Without the prior written consent of the Corporation, the Warrantholder may not sell, assign, transfer, pledge or dispose of all or any portion of the Warrant or any rights thereunder, to any other Person. The Corporation shall be entitled to refuse to register any attempted transfer not in compliance with this Section 8, and any attempted sale, assignment, transfer, pledge or disposition in violation of this Section 8 shall be null and void.

(B) If this Warrant is to be transferred, the Warrantholder shall surrender this Warrant to the Corporation, whereupon the Corporation will forthwith issue and deliver upon the order of the Warrantholder a new Warrant (in accordance with Section 8(E)), registered as the Warrantholder may request, representing the right to purchase the number of Shares being transferred by the Warrantholder and, if less than the total number of Shares then underlying this Warrant is being transferred, a new Warrant (in accordance with Section 8(E)) to the Warrantholder representing the right to purchase the number of Shares not being transferred.

(C) Lost, Stolen or Mutilated Warrant. Upon receipt by the Corporation of evidence reasonably satisfactory to the Corporation of the loss, theft, destruction or mutilation of this Warrant (as to which a written certification and the indemnification contemplated below shall suffice as such evidence), and, in the case of loss, theft or destruction, of any indemnification undertaking by the Warrantholder to the Corporation in customary and reasonable form and, in the case of mutilation, upon surrender and cancellation of this Warrant, the Corporation shall execute and deliver to the Warrantholder a new Warrant (in accordance with Section 8(E)) representing the right to purchase the Shares then underlying this Warrant.

(D) Exchangeable for Multiple Warrants. This Warrant is exchangeable, upon the surrender hereof by the Warrantholder at the principal office of the Corporation, for a new Warrant or Warrants (in accordance with Section 8(D)) representing in the aggregate the right to purchase the number of Shares then underlying this Warrant, and each such new Warrant will represent the right to purchase such portion of such Shares as is designated by the Holder at the time of such surrender; provided, however, no warrants for fractional shares of Common Stock shall be given.

(E) Issuance of New Warrants. Whenever the Corporation is required to issue a new Warrant pursuant to the terms of this Warrant, such new Warrant (i) shall be of like tenor with this Warrant, (ii) shall represent, as indicated on the face of such new Warrant, the right to purchase the Shares then underlying this Warrant (or in the case of a new Warrant being issued pursuant to Section 8(B) or Section 8(D), the Shares designated by the Warrantholder which, when added to the number of shares of Common Stock underlying the other new Warrants issued in connection with such issuance, does not exceed the number of Shares then underlying this Warrant), (iii) shall have an issuance date, as indicated on the face of such new Warrant which is the same as the Issue Date and (iv) shall have the same rights and conditions as this Warrant.

(F) This Warrant, and any new Warrant issued pursuant to this Section 8, shall contain the notations set forth on the face of this Warrant (in addition to any additional legends or notations as may be required under applicable securities laws), subject to Section 6.02(d)(i) of the Transaction Agreement with respect to the first paragraph set forth on the face hereof, and Section 6.02(d)(ii) of the Transaction Agreement with respect to the second paragraph set forth on the face hereof.

(G) Each register and book entry for the Shares, subject to Section 6.02(d)(i) of the Transaction Agreement with respect to clause (i) below and Section 6.02(d)(ii) of the Transaction Agreement with respect to clause (ii) below, shall contain notations in the following form (in addition to any additional legends or notations as may be required under applicable securities laws):

(i) THIS SECURITY HAS BEEN ACQUIRED FOR INVESTMENT AND WITHOUT A VIEW TO DISTRIBUTION AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER STATE SECURITIES LAWS. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THIS SECURITY OR ANY INTEREST OR PARTICIPATION THEREIN MAY BE MADE EXCEPT (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS AND, IN THE CASE OF CLAUSE (B), OTHER THAN A SALE PURSUANT TO RULE 144 UNDER THE SECURITIES ACT (UNLESS REQUIRED BY THE TRANSFER AGENT), PROVIDED THAT THE CORPORATION, IF IT SO REQUESTS, RECEIVES AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO THE EFFECT THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS.

(ii) THIS SECURITY HAS BEEN ISSUED SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS OF A TRANSACTION AGREEMENT BETWEEN THE ISSUER OF THIS SECURITY AND THE PARTY REFERRED TO THEREIN, A COPY OF WHICH IS ON FILE WITH THE ISSUER. THE SECURITY REPRESENTED BY THIS INSTRUMENT MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH SAID AGREEMENT. ANY SALE OR OTHER TRANSFER NOT IN COMPLIANCE WITH SAID AGREEMENT WILL BE VOID.

9. Reserved.

10. Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a business day, then such action may be taken or such right may be exercised on the next succeeding day that is a business day.

11. Adjustments to Exercise Price and Number of Shares. In order to prevent dilution of the exercise rights granted under this Section 3, the Exercise Price and the number of Shares issuable upon exercise of the Warrant shall be subject to adjustment, without duplication, from time to time as provided in this Section 11, except that the Corporation shall not make any adjustment to the Exercise Price if the Warrantholder participates, at the same time and upon the same terms as all holders of Common Stock and solely as a result of holding the Warrant, in any transaction described in this Section 11, without having to exercise the Warrant, as if the Warrantholder held a number of shares of Common Stock that would be issuable upon exercise of the Warrant in accordance with Section 3.

(A) Subdivisions and Combinations. In case the outstanding shares of Common Stock shall be subdivided (whether by stock split, recapitalization or otherwise) into a greater number of shares of Common Stock or combined (whether by consolidation, reverse stock split or otherwise) into a lesser number of shares of Common Stock, then the Exercise Price in effect at the opening of business on the day following the day upon which such subdivision or combination becomes effective shall be adjusted to equal the product of the Exercise Price in effect on such date and a fraction the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such subdivision or combination, and the denominator of which shall be the number of shares of Common Stock outstanding immediately after such subdivision or combination. Such adjustment shall become effective retroactively to the close of business on the day upon which such subdivision or combination becomes effective.

(B) Stock Dividends or Distributions. If the Corporation shall issue shares of Common Stock as a dividend or distribution on all or substantially all shares of Common Stock or if the Corporation effects a stock split or combination of the Common Stock (other than as set forth in Section 11(F)), the Exercise Price shall be adjusted based on the following formula:

$$EP_1 = EP_0 \times \frac{OS_0}{OS_1}$$

where,

EP_1 = the Exercise Price in effect immediately after the open of business on the Ex-Dividend Date for such dividend or distribution or the effective date of such share split or share combination, as the case may be;

EP_0 = the Exercise Price in effect immediately prior to the open of business on the Ex-Dividend Date for such dividend or distribution or the effective date of such share split or share combination, as the case may be;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the open of business on the Ex-Dividend Date for such dividend or distribution or the effective date of such share split or share combination, as the case may be; and

OS_1 = the number of shares of Common Stock that would be outstanding immediately after giving effect to such dividend, distribution, share split or share combination, as the case may be.

Any adjustment made under this clause (B) shall become effective immediately after the open of business on such Ex-Dividend Date for such dividend or distribution, or immediately after the open of business on the effective date for such share split or share combination, as applicable. If any dividend or distribution of the type described in this clause (B) is declared but not so paid or made, the Exercise Price shall be immediately readjusted, effective as of the date the Board determines not to pay such dividend or distribution, to the Exercise Price that would then be in effect if such dividend or distribution had not been declared or announced.

(C) Distributions of Rights, Options or Warrants. If the Corporation shall distribute to all or substantially all holders of its Common Stock any rights, options or warrants (other than rights, options or warrants distributed in connection with a stockholders' rights plan, in which case the provisions of Section 11(G) shall apply) entitling them to purchase, for a period of not more than 45 calendar days from the announcement date for such distribution, shares of the Common Stock at a price per share less than the average of the Last Reported Sale Prices of the Common Stock for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement date for such distribution, the Exercise Price shall be decreased based on the following formula:

$$EP_1 = EP_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

- EP₁ = the Exercise Price in effect immediately after the open of business on the Ex-Dividend Date for such distribution;
- EP₀ = the Exercise Price in effect immediately prior to the open of business on the Ex-Dividend Date for such distribution;
- OS₀ = the number of shares of the Common Stock outstanding immediately prior to the open of business on the Ex-Dividend Date for such distribution;
- X = the number of shares of the Common Stock equal to the aggregate price payable to exercise such rights, options or warrants, divided by the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the announcement date of such distribution; and
- Y = the total number of shares of the Common Stock issuable pursuant to such rights, options or warrants.

Any decrease made under this clause C shall be made successively whenever any such rights, options or warrants are distributed and shall become effective immediately after the open of business on the Ex-Dividend Date for such distribution. To the extent that shares of the Common Stock are not delivered after the expiration of such rights, options or warrants, the Exercise Price shall be increased to the Exercise Price that would then be in effect had the increase with respect to the distribution of such rights, options or warrants been made on the basis of delivery of only the number of shares of the Common Stock actually delivered. If such rights, options or warrants are not so distributed, the Exercise Price shall be increased to the Exercise Price that would then be in effect if such record date for such distribution had not occurred.

For purposes of this clause C, in determining whether any rights, options or warrants entitle the holders to subscribe for or purchase shares of the Common Stock at a price per share less than such average of the Last Reported Sale Prices of the Common Stock for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the announcement date for such distribution, and in determining the aggregate offering price of such shares of the Common Stock, there shall be taken into account any consideration received by the Corporation for such rights, options or warrants and any amount payable upon exercise or conversion thereof, the value of such consideration, if other than cash, as reasonably determined by the Corporation in good faith.

(D) Distributions of Equity Securities, Indebtedness, other Securities, Assets or Property. If the Corporation distributes shares of its Equity Securities, evidences of its Indebtedness, other assets or property, including cash and cash equivalents, of the Corporation or rights, options or warrants to acquire its Equity Securities or other securities to all or substantially all holders of Common Stock, excluding:

- (i) dividends or distributions as to which adjustment is required to be effected pursuant to clauses (B) or (C) above;

(ii) rights issued to all holders of the Common Stock pursuant to a rights plan, where such rights are not presently exercisable, trade with the Common Stock and the plan provides that the Warrantholder will receive such rights along with any Common Stock received upon exercise of the Warrant; and

(iii) Spin-Offs described below in this clause D,

then the Exercise Price shall be decreased based on the following formula:

$$EP_1 = EP_0 \times \frac{SP_0 - FMV}{SP_0}$$

where,

EP_1 = the Exercise Price in effect immediately after the open of business on the Ex-Dividend Date for such distribution;

EP_0 = the Exercise Price in effect immediately prior to the open of business on the Ex-Dividend Date for such distribution;

SP_0 = the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution; and

FMV = the fair market value (as determined by the Board in good faith) of the shares of Equity Securities, evidences of Indebtedness, securities, assets or property distributed with respect to each outstanding share of the Common Stock immediately prior to the open of business on the Ex-Dividend Date for such distribution.

Any decrease made under the portion of this clause (D) above shall become effective immediately after the open of business on the Ex-Dividend Date for such distribution. If such distribution is not so paid or made, the Exercise Price shall be increased to be the Exercise Price that would then be in effect if such distribution had not been declared.

Notwithstanding the foregoing, if “FMV” (as defined above) is equal to or greater than “SP0” (as defined above), in lieu of the foregoing decrease, each holder of Share may elect to receive at the same time and upon the same terms as holders of shares of Common Stock without having to exercise the Warrant, the amount and kind of the Equity Securities, evidences of the Corporation’s Indebtedness, other assets or property of the Corporation or rights, options or warrants to acquire its Equity Securities or other securities of the Corporation that such holder would have received as if such holder owned a number of shares of Common Stock into which the Warrant was exercisable at the Exercise Price in effect on the Ex-Dividend Date for the distribution. If the Board determines the “FMV” (as defined above) of any distribution for purposes of this clause (D) by reference to the actual or when-issued trading market for any securities, it shall in doing so consider the prices in such market over the same period used in computing the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution.

With respect to an adjustment pursuant to this clause (D) where there has been a payment of a dividend or other distribution on the Common Stock in shares of Equity Securities of any class or series, or similar equity interests, of or relating to a Subsidiary or other business unit of the Corporation that will be, upon distribution, listed on a U.S. national or regional securities exchange (a “Spin-Off”), the Exercise Price shall be decreased based on the following formula:

$$EP_1 = EP_0 \times \frac{MP_0}{FMV + MP_0}$$

where,

EP₁ = Exercise Price in effect immediately after the end of the Valuation Period;

EP₀ = the Exercise Price in effect immediately prior to the end of the Valuation Period;

FMV = the average of the Last Reported Sale Prices of the Equity Securities or similar equity interest distributed to holders of the Common Stock applicable to one share of the Common Stock (determined by reference to the definition of Last Reported Sale Price) as if references therein to Common Stock were to such Equity Securities or similar equity interest) over the first 10 consecutive Trading Day period after, and including, the Ex-Dividend Date of the Spin-Off (the "Valuation Period"); and

MP₀ = the average of the Last Reported Sale Prices of the Common Stock over the Valuation Period.

Any adjustment to the Exercise Price under the preceding paragraph of this clause (D) shall be made immediately after the close of business on the last Trading Day of the Valuation Period. If the Exercise Date for the Warrant to be exercised occurs on or during the Valuation Period, then, notwithstanding anything to the contrary herein, the Corporation will, if necessary, delay the settlement of such exercise until the second (2nd) Business Day after the last Trading Day of the Valuation Period.

(E) Tender Offer, Exchange Offer. If the Corporation or any of its subsidiaries makes a payment in respect of a tender offer or exchange offer for the Common Stock, to the extent that the cash and value of any other consideration included in the payment per share of the Common Stock exceeds the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the last date (the "Expiration Date") on which tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended), the Exercise Price shall be decreased based on the following formula:

$$EP_1 = EP_0 \times \frac{SP_1 \times OS_0}{AC + (SP_1 \times OS_1)}$$

where,

CP₁ = the Exercise Price in effect immediately after the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the Expiration Date;

CP₀ = the Exercise Price in effect immediately prior to the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the Expiration Date;

AC = the aggregate value of all cash and any other consideration (as determined by the Board in good faith) paid or payable for shares purchased or exchanged in such tender or exchange offer;

SP₁ = the average of the Last Reported Sales Prices of the Common Stock of over the 10 consecutive Trading Day period beginning on, and including, the Trading Day next succeeding the Expiration Date;

OS₁ = the number of shares of the Common Stock outstanding immediately after the close of business on the Expiration Date (adjusted to give effect to the purchase or exchange of all shares accepted for purchase in such tender offer or exchange offer); and

OS₀ = the number of shares of the Common Stock outstanding immediately prior to the Expiration Date (prior to giving effect to such tender offer or exchange offer).

provided, however, that the Exercise Price will in no event be adjusted up pursuant to this Section 11(E), except to the extent provided in the immediately following paragraph. The adjustment to the Exercise Price pursuant to this Section 11(E) will be calculated as of the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the Expiration Date. If the Exercise Date for the Warrant occurs on the Expiration Date or during the Tender/Exchange Offer Valuation Period, then, notwithstanding anything to the contrary herein, the Corporation will, if necessary, delay the settlement of such exercise until the second (2nd) Business Day after the last Trading Day of the Tender/Exchange Offer Valuation Period.

To the extent such tender or exchange offer is announced but not consummated (including as a result of being precluded from consummating such tender or exchange offer under applicable law), or any purchases or exchanges of shares of Common Stock in such tender or exchange offer are rescinded, the Conversion Price will be readjusted to the Conversion Price that would then be in effect had the adjustment been made on the basis of only the purchases or exchanges of shares of Common Stock, if any, actually made, and not rescinded, in such tender or exchange offer.

(F) Adjustment for Reorganization Events. If there shall occur any reclassification, statutory share exchange, reorganization, recapitalization, consolidation or merger involving the Corporation with or into another Person in which the Common Stock (but not the Warrant) is converted into or exchanged for securities, cash or other property (excluding a merger solely for the purpose of changing the Corporation's jurisdiction of incorporation), including a Conversion Limitation Adjustment Event (without limiting the rights of the Warrantholder or the Corporation with respect to any Conversion Limitation Adjustment Event) (a "Reorganization Event"), then following any such Reorganization Event, the Warrant shall remain outstanding and be exercisable into the number, kind and amount of securities, cash or other property which the Warrantholder would have received in such Reorganization Event had such holder exercised the Warrant for the applicable number of Shares immediately prior to the effective date of the Reorganization Event using the Exercise Price applicable immediately prior to the effective date of the Reorganization Event; and, in such case, appropriate adjustment (as determined in good faith by the Board) shall be made in the application of the provisions in this Section 11 set forth with respect to the rights and interest thereafter of the Warrantholder, to the end that the provisions set forth in this Section 11 (including provisions with respect to changes in and other adjustments of the Exercise Price) shall thereafter be applicable, as nearly as reasonably practicable, in relation to any shares of stock or other property thereafter deliverable upon exercise of the Warrant. Without limiting the Corporation's obligations with respect to a Conversion Limitation Adjustment Event, the Corporation (or any successor) shall, no less than twenty (20) calendar days prior to the occurrence of any Reorganization Event, provide written notice to the Warrantholder of the expected occurrence of such event and of the kind and amount of the cash, securities or other property that each Warrant is expected to be exercised for under this Section 11(F). Failure to deliver such notice shall not affect the operation of this Section 11(F). The Corporation shall not enter into any agreement for a transaction constituting a Reorganization Event unless, to the extent that the Corporation is not the surviving corporation in such Reorganization Event, or will be dissolved in connection with such Reorganization Event, proper provision shall be made in the agreements governing such Reorganization Event for the exercise of the Warrant into stock of the Person surviving such Reorganization Event or such other continuing entity in such Reorganization Event.

(G) Stockholders' Rights Plan. To the extent that any stockholders' rights plan adopted by the Corporation is in effect upon exercise of the Warrant, the Warrantholder will receive, in addition to any Common Stock due upon exercise, the appropriate number of rights, if any, under the applicable rights agreement (as the same may be amended from time to time). However, if, prior to any exercise, the rights have separated from the shares of the Common Stock in accordance with the provisions of the applicable stockholders' rights plan, the Exercise Price will be adjusted at the time of separation as if the Corporation distributed to all holders of the Common Stock, shares of Equity Securities, evidences of Indebtedness, securities, assets or property as described in clause (D) above, subject to readjustment in the event of the expiration, termination or redemption of such rights.

(H) Other Issuances. Except as stated in this Section 11, the Corporation shall not adjust the Exercise Price for the issuances of shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock or rights to purchase shares of Common Stock or such convertible or exchangeable securities.

(I) Adjustments to Number of Shares. Concurrently with any adjustment to the Exercise Price under this Section 11, the number of Shares for which the Warrant is exercisable will be adjusted such that the number of Shares for the Warrant in effect immediately following the effectiveness of such adjustment will be equal to the number of Shares for the Warrant in effect immediately prior to such adjustment, multiplied by a fraction, (i) the numerator of which is the Exercise Price in effect immediately prior to such adjustment and (ii) the denominator of which is the Exercise Price in effect immediately following such adjustment.

(J) Adjustment at the Discretion of the Board. The Corporation shall be permitted to decrease the Exercise Price by any amount for a period of at least 20 Business Days if the Board determines in good faith that such decrease would be in the best interest of the Corporation. In addition, to the extent permitted by applicable law and subject to the applicable rules of any exchange on which any of the Corporation's securities are then listed, the Corporation also may (but is not required to) decrease the Exercise Price to avoid or diminish income tax to holders of Common Stock or rights to purchase shares of Common Stock in connection with a dividend or distribution of shares (or rights to acquire shares) or similar event. Whenever the Exercise Price is decreased pursuant to either of the preceding two sentences, the Corporation shall deliver to the Warrantholder a notice of the decrease at least fifteen (15) days prior to the date the decreased Exercise Price takes effect, and such notice shall state the decreased Exercise Price and the period during which it will be in effect.

(K) Rounding; Par Value; De-minimis Adjustments. All calculations under Section 11 shall be made to the nearest 1/10,000th of a cent or to the nearest 1/10,000th of a share, as the case may be. No adjustment in the Exercise Price shall reduce the Exercise Price below the then par value of the Common Stock. If an adjustment to the Exercise Price otherwise required by this Section 11 would result in a change of less than 1% to the Exercise Price, then, notwithstanding anything to the contrary in this Section 11, the Corporation may, at its election, defer and carry forward such adjustment, except that all such deferred adjustments must be given effect (i) when all such deferred adjustments would result in an aggregate change to the Conversion Price of at least 1%, (ii) on the Exercise Date of the Warrant and (iii) on the effective date of any Conversion Limitation Adjustment Event.

(L) Notwithstanding anything to the contrary in this Section 11, the Conversion Price shall not be adjusted:

(i) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Corporation's securities and the investment of additional optional amounts in shares of Common Stock under any plan;

(ii) upon the issuance of any shares of Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Corporation or any of the Corporation's Subsidiaries;

(iii) upon the issuance of any shares of the Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in clause (i) of this subsection and outstanding as of the Issuance Date;

(iv) upon the repurchase of any shares of Common Stock pursuant to an open market share repurchase program or other buy back transaction, including structured or derivative transactions, that is not a tender or exchange offer of the kind described in Section 11(E); or

(v) solely for a change in the par value of the Common Stock.

(M) Certificate as to Adjustment.

(i) As promptly as reasonably practicable following any adjustment of the Exercise Price, but in any event not later than thirty (30) days thereafter, the Corporation shall furnish to the Warrantholder at the address specified for such holder in the books and records of the Corporation (or at such other address as may be provided to the Corporation in writing by such holder) a certificate of an executive officer setting forth in reasonable detail such adjustment and the facts upon which it is based and certifying the calculation thereof.

(ii) As promptly as reasonably practicable following the receipt by the Corporation of a written request by the Warrantholder, but in any event not later than thirty (30) days thereafter, the Corporation shall furnish to such holder a certificate of an executive officer certifying the Exercise Price then in effect and the number of Shares or the amount, if any, of other shares of stock, securities or assets then issuable to such holder upon conversion of the Shares held by such holder.

12. No Impairment. The Corporation will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant and in taking of all such action as may be necessary or appropriate in order to protect the rights of the Warrantholder.

13. Governing Law. This Warrant and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the Federal Law of the United States. To the extent that Federal Law does not specify the appropriate rule of decision for a particular matter at issue, it is the intention and agreement of the parties that the law of the State of Delaware (without giving effect to its conflict of laws principles) shall be adopted as the governing rule of decision.

14. Jurisdiction. By execution and delivery of this Warrant, the Corporation irrevocably and unconditionally:

(A) submits for itself and its property in any legal action or proceeding against it arising out of or in connection with this Warrant, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of (i) the courts of the United States for the District of Columbia; (ii) any other federal court of competent jurisdiction in any other jurisdiction where it or any of its property may be found; (iii) the courts of Washington, D.C.; and (iv) appellate courts from any of the foregoing;

(B) consents that any such action or proceeding may be brought in or removed to such courts, and waives any objection, or right to stay or dismiss any action or proceeding, that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and

(C) agrees that, subject to any and all rights of appeal provided by applicable law, judgment against it in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment or otherwise as provided by law, a certified or exemplified copy of which judgment shall be conclusive evidence of the fact and amount of the Corporation's obligation.

15. WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE CORPORATION AND THE WARRANTHOLDER HEREBY UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THE WARRANT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

16. Binding Effect. This Warrant shall be binding upon any successors or assigns of the Corporation.

17. Amendments. This Warrant may be amended and the observance of any term of this Warrant may be waived only with the written consent of the Corporation and the Warrantholder.

18. Prohibited Actions. The Corporation agrees that it will not take any action which would entitle the Warrantholder to an adjustment of the Exercise Price if the total number of shares of Common Stock issuable after such action upon exercise of this Warrant, together with all shares of Common Stock then outstanding and all shares of Common Stock then issuable upon the exercise of all outstanding options, warrants, conversion and other rights, would exceed the total number of shares of Common Stock then authorized by its Certificate of Incorporation.

19. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other will be in writing and will be deemed to have been duly given (a) on the date of delivery if delivered personally, or by facsimile, upon confirmation of receipt, or (b) on the second (2nd) business day following the date of dispatch if delivered by a recognized next day courier service. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice.

if to the Corporation:

MP Materials Corp.
Address: 1700 S Pavilion Center Drive, Suite 800, Las Vegas, NV 89135
Attention: Elliot Hoops, General Counsel and Secretary
E-mail: [***]

with a simultaneous copy (which will not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Address: One Manhattan West, New York, NY 10001
Attention: Stephen F. Arcano
Neil P. Stronski

Dohyun Kim
Samuel J. Cammer
E-mail: stephen.arcano@skadden.com
neil.stronski@skadden.com
dohyun.kim@skadden.com
samuel.cammer@skadden.com

If to the initial Warrantholder:

United States Department of Defense
1000 Defense Pentagon, Washington, DC 20301-1000
Attention: [***]
E-mail: [***]
Office of the Deputy Secretary of Defense
E-mail: [***]

with a simultaneous copy (which will not constitute notice) to:

Schulte Roth & Zabel LLP
Address: 919 Third Avenue, New York, NY 10022
Attention: Alan S. Waldenberg
Robert B. Loper
Stuart D. Freedman
E-mail: alan.waldenberg@srz.com
robert.loper@srz.com
stuart.freedman@srz.com

and

McDermott Will & Emery LLP
Address: 444 West Lake Street, Suite 4000, Chicago, IL 60606
Attention: Robert Clagg
E-mail: Rclagg@mwe.com

20. Entire Agreement. This Warrant contains the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous arrangements or undertakings with respect thereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation has caused this Warrant to be duly executed by a duly authorized officer.

Dated: July 11, 2025

MP MATERIALS CORP.

By: _____

Name: Elliot D. Hoops

Title: General Counsel and Secretary

[Signature Page to Warrant]

[Form of Notice of Exercise]

Date: _____

TO: MP Materials Corp. (the "Corporation")

RE: Election to Purchase Common Stock

The undersigned, pursuant to the provisions set forth in the Warrant, originally issued by the Corporation to the United States Department of Defense on July 11, 2025, pursuant to the terms of the Transaction Agreement, dated as of even date, by and between the Corporation and the United States Department of Defense, hereby agrees to subscribe for and purchase the number of shares of the Common Stock set forth below covered by such Warrant. The undersigned, in accordance with Section 3 of the Warrant, hereby agrees to pay the aggregate Exercise Price for such shares of Common Stock in the manner set forth below.

Number of Shares of Common Stock _____

Method of Payment of Exercise Price (note if cashless exercise pursuant to Section 3(i) of the Warrant or cash exercise pursuant to Section 3(ii) of the Warrant, with consent of the Warrantholder) _____

Aggregate Exercise Price: _____

Holder: _____

By: _____

Name: _____

Title: _____

FORM OF REGISTRATION RIGHTS AGREEMENT

by and between

MP MATERIALS CORP.

and

THE UNITED STATES DEPARTMENT OF DEFENSE

Dated as of July 11, 2025

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REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this “Agreement”) is entered into as of July 11, 2025 by and between MP Materials Corp., a Delaware corporation (the “Corporation”), and the United States Department of Defense (the “Initial Investor,” and together with its successors and any Person that becomes a party hereto pursuant to, and in accordance with, Section 4.1, the “Investors” and each, an “Investor,” and together with the Corporation, the “Parties,” and each, a “Party”). Capitalized terms that are used but not defined elsewhere herein are defined in Exhibit A.

WHEREAS, the Corporation and the Initial Investor are party to (i) a Subscription Agreement, dated as of the date hereof, between the Corporation and the Initial Investor (the “Subscription Agreement”), pursuant to which, on the date hereof, the Corporation issued and sold to the Initial Investor, and the Initial Investor purchased from the Corporation, an aggregate of 400,000 shares of Series A Convertible Perpetual Preferred Stock of the Corporation, par value \$0.0001 per share (the “Preferred Stock”), which are convertible into shares of Common Stock, and (ii) a Transaction Agreement, dated as of the date hereof, between the Corporation and the Initial Investor (as amended from time to time, the “Transaction Agreement”), pursuant to which the Corporation issued to the Initial Investor a Warrant (the “Warrant”), which is exercisable to acquire shares of Common Stock; and

WHEREAS, as a condition to the obligations of the Corporation and the Initial Investor under the Transaction Agreement, the Corporation and the Initial Investor are entering into this Agreement for the purpose of granting certain registration and other rights to the Initial Investor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

Resale Shelf Registration

Section 1.1 Resale Shelf Registration Statement. Subject to the other applicable provisions of this Agreement, the Corporation shall prepare and file on or prior to the later of (i) the Funding Allocation Deadline (as defined in the Transaction Agreement) and (ii) the termination of any Lock-Up Periods (as defined herein) associated with Incremental Financings (as defined in the Transaction Agreement) (the “Initial Filing Deadline”), a registration statement on Form S-3 registering the resale from time to time by the Investors, on a delayed or continuous basis pursuant to Rule 415 of the Securities Act, of all of the Registrable Securities on Form S-3 (which registration statement may be in the form of a prospectus supplement to an existing registration statement) (except if the Corporation is not then eligible to register for resale the Registrable Securities on Form S-3, then such registration shall be on another appropriate form, including a resale registration statement on Form S-1, and shall provide for the registration of such Registrable Securities for resale by the Investors in accordance with any reasonable method of distribution elected by the Investors (the “Resale

Shelf Registration Statement”), which method is permissible under the Securities Act pursuant to such applicable registration form, and, unless the Corporation has elected to file the Resale Registration Statement in the form of a prospectus supplement to an existing registration statement, shall use its reasonable best efforts to cause such Resale Shelf Registration Statement to be declared effective by the SEC as promptly as is reasonably practicable after the filing thereof which effectiveness date shall be no later than the earlier of (i) 45 calendar days after the Initial Filing Deadline and (b) the tenth (10th) Business Day after the date the Corporation is notified (orally or in writing, whichever is earlier) by the SEC that the Resale Shelf Registration Statement will not be “reviewed” or will not be subject to further review (it being agreed that, unless the Corporation has elected to file the Resale Registration Statement in the form of a prospectus supplement to an existing registration statement, the Resale Shelf Registration Statement shall be an automatic shelf registration statement that shall become effective upon filing with the SEC pursuant to Rule 462(e) if Rule 462(e) is available to the Corporation). The Shelf Registration Statement may, at the Corporation’s sole discretion, also cover any other securities of the Corporation that may be sold by the Corporation or any other securityholders so long as inclusion of such other securities of the Corporation does not limit the number of Registrable Securities registered for resale pursuant to such Shelf Registration Statement.

Section 1.2 Effectiveness Period. Once declared effective, the Corporation shall, subject to the other applicable provisions of this Agreement, use its reasonable best efforts to cause the Resale Shelf Registration Statement to be continuously effective and usable until such time as there are no longer any Registrable Securities (the “Effectiveness Period”).

Section 1.3 Subsequent Shelf Registration Statement. Subject to the other applicable provisions of this Agreement, if any Shelf Registration Statement ceases to be effective under the Securities Act for any reason at any time during the Effectiveness Period (and, at such time, there is not another effective Subsequent Shelf Registration Statement), the Corporation shall use its reasonable best efforts to as promptly as is reasonably practicable cause such Shelf Registration Statement to again become effective under the Securities Act (including obtaining the prompt withdrawal of any order suspending the effectiveness of such Shelf Registration Statement), and shall use its reasonable best efforts to as promptly as is reasonably practicable amend such Shelf Registration Statement in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf Registration Statement or file an additional registration statement, which may be in the form of a prospectus supplement to an existing registration statement (a “Subsequent Shelf Registration Statement”) registering the resale from time to time by the Investors of its Registrable Securities as of the time of such filing. If a Subsequent Shelf Registration Statement is filed, unless the Corporation has elected to file the Resale Registration Statement in the form of a prospectus supplement to an existing registration statement, the Corporation shall use its reasonable best efforts to (a) cause such Subsequent Shelf Registration Statement to be declared effective under the Securities Act as promptly as reasonably practicable after the filing thereof (it being agreed that, unless the Corporation has elected to file the Resale Registration Statement in the form of a prospectus supplement to an existing registration statement, the Subsequent Shelf Registration Statement shall be an automatic shelf registration statement that shall become effective upon filing with the SEC pursuant to Rule 462(e) if Rule 462(e) is available to the Corporation) and (b) keep such Subsequent Shelf Registration Statement continuously effective and usable until the end of the Effectiveness Period. Any such Subsequent Shelf Registration Statement shall be a registration

statement on Form S-3 to the extent that the Corporation is eligible to use such form. Otherwise, such Subsequent Shelf Registration Statement shall be on another appropriate form, including Form S-1, and shall provide for the registration of such Registrable Securities for resale by the Investors in accordance with any reasonable method of distribution elected by the Investors, which method is permissible under the Securities Act pursuant to such applicable registration form. The Subsequent Shelf Registration Statement may, at the Corporation's sole discretion, also cover any other securities of the Corporation that may be sold by the Corporation or any other securityholders so long as inclusion of such other securities of the Corporation does not limit the number of Registrable Securities registered for resale pursuant to such Shelf Registration Statement.

Section 1.4 Supplements and Amendments. The Corporation shall supplement and amend any Shelf Registration Statement if required by the Securities Act or the rules, regulations or instructions applicable to the registration form used by the Corporation for such Shelf Registration Statement.

Section 1.5 Subsequent Investor Notice. If a Person becomes an "Investor" in accordance with, and is entitled to the benefits of, this Agreement after a Shelf Registration Statement becomes effective under the Securities Act, the Corporation shall as promptly as is reasonably practicable following receipt of written notice by the Corporation of such Person becoming an Investor and requesting for its name to be included as a selling securityholder in the prospectus related to the Shelf Registration Statement with respect to its Registrable Securities (a "Subsequent Investor Notice"):

(a) if required and permitted by applicable law, file with the SEC a supplement to the related prospectus or a post-effective amendment to the Shelf Registration Statement so that such Investor is named as a selling securityholder in the Shelf Registration Statement and the related prospectus in such a manner as to permit such Investor to deliver a prospectus to purchasers of the Registrable Securities in accordance with applicable law;

(b) if, pursuant to Section 1.5(a), the Corporation shall have filed a post-effective amendment to the Shelf Registration Statement that is not automatically effective, use its reasonable best efforts to cause such post-effective amendment to become effective under the Securities Act as promptly as is reasonably practicable; and

(c) notify such Investor as promptly as is reasonably practicable after the effectiveness under the Securities Act of any post-effective amendment filed pursuant to Section 1.5(a).

Section 1.6 Underwritten Offering. Subject to any applicable securities laws and the other applicable provisions of this Agreement, Investors holding a majority of the Registrable Securities to be included in such offering, may, after the Resale Shelf Registration Statement becomes effective or a Demand Registration is requested, deliver a written notice to the Corporation (the "Underwritten Offering Notice") specifying that the resale of some or all of the Registrable Securities subject to the Shelf Registration Statement or the Demand Registration, as the case may be, is intended to be conducted through an underwritten offering (an "Underwritten Offering"), including an underwritten offering known as a "block trade" or a

“bought deal” (an “Underwritten Block Trade”); provided, that any such Investors may not, without the Corporation’s prior written consent, (i) request an Underwritten Offering the reasonably anticipated gross proceeds of which shall be less than \$50,000,000 (unless the participating Investors are proposing to sell all of their remaining Registrable Securities), or (ii) request more than two (2) Underwritten Offerings within any twelve (12) month period.

(a) In the event of an Underwritten Offering, Investors holding a majority of the Registrable Securities participating in an Underwritten Offering, upon consultation with the Corporation, shall select the managing underwriter(s) to administer the Underwritten Offering. The Corporation, the Investors or any other stockholders (subject to the Investors’ consent as set forth below) participating in an Underwritten Offering will enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such offering. All determinations as to whether to complete any Underwritten Offering and as to the timing, manner, price and other terms of any Underwritten Offering contemplated by this Section 1.6 shall be determined by the Initial Investor or Investors, as applicable, and the Corporation shall use its commercially reasonable best efforts to cause any Underwritten Offering to occur in accordance with such determinations as promptly as practicable, in each case, subject to any applicable securities laws and the other applicable provisions of this Agreement.

(b) If the managing underwriter or underwriters advise the Corporation and the Investors in writing that in its or their good faith opinion the number of Registrable Securities (and any other securities proposed or requested to be included in such offering by the Corporation or by other securityholders) exceeds the number of securities which can be sold in such offering in light of market conditions or is such so as to adversely affect the success of such offering, the Corporation will include in such offering only such number of securities that can be sold without adversely affecting the marketability of the offering, which securities will be so included in the following order of priority: (i) first, the Registrable Securities of the Investors that have requested such Underwritten Offering pursuant to this Section 1.6, allocated *pro rata* among such Investors on the basis of the percentage of the Registrable Securities then-owned by such Investors, and (ii) second, any other securities of the Corporation that the Corporation desires to include or, subject to the terms of any agreement with other securityholders that have registration rights, that have been requested to be so included by such other securityholders.

(c) If the Initial Investor desires to engage in an Underwritten Block Trade, then notwithstanding the time periods otherwise set forth in this Agreement, the Initial Investor may notify the Corporation of the Underwritten Block Trade not less than five (5) Business Days (unless a longer period is agreed to by the Initial Investor) prior to the day such offering is first anticipated to commence. Subject to any applicable securities laws and the other applicable provisions of this Agreement, the Corporation will as expeditiously as possible use its commercially reasonable best efforts to facilitate such Underwritten Block Trade (which may close as early as two (2) Business Days after the date it commences); provided further that, notwithstanding any other provision of this Agreement, no holder (other than the Initial Investor) will be permitted to participate in an Underwritten Block Trade without the written consent of the holders of a majority of the Registrable Securities.

Section 1.7 Take-Down Notice. Subject to the other applicable provisions of this Agreement, at any time that any Shelf Registration Statement is effective, if any Investor delivers a notice to the Corporation (a "Take-Down Notice") stating that such Investor intends to effect the resale of all or part of its Registrable Securities included by it on any Shelf Registration Statement (a "Shelf Offering") which may or may not be an Underwritten Offering (conducted in accordance with the terms and conditions of Section 1.6), and stating the number of Registrable Securities to be included in such Shelf Offering, then, if then required by the Securities Act to update the Shelf Registration Statement with required information about such Investor, the Corporation shall amend, subject to the other applicable provisions of this Agreement or supplement the Shelf Registration Statement (including by means of one or more prospectus supplements) as may be necessary in order to enable such Registrable Securities to be sold and distributed pursuant to the Shelf Offering. The number of Shelf Offerings that do not constitute an Underwritten Offering shall be unlimited, subject to applicable securities laws.

Section 1.8 Piggyback Registration.

(a) If the Corporation proposes to file a registration statement under the Securities Act with respect to an offering of Common Stock or securities convertible into, or exchangeable or exercisable for, Common Stock, whether or not for sale for its own account (other than a registration statement (i) pursuant to Section 1.1 or 1.3 hereof, (ii) on Form S-4, Form S-8 or any successor forms thereto or any successor forms thereto, (iii) filed in connection with an employee stock option or other benefit plan, (iv) for a rights offering or an exchange offer or offering of securities solely to the Corporation's existing stockholders, (v) for an offering of debt, preferred equity or other securities convertible, exchangeable or exercisable into equity securities of the Corporation, including depositary shares, (vi) for a dividend reinvestment plan, (vii) for an Underwritten Block Trade initiated by the Corporation for the benefit of another holder of the Corporation's securities or (viii) for any Incremental Financing) and, at such time, there is not an already existing Shelf Registration Statement covering the Registrable Securities, then the Corporation shall give prompt written notice of such filing, which notice shall be given no later than ten (10) days prior to the filing date (the "Piggyback Notice") to the Investors. The Piggyback Notice shall offer such Investors the opportunity to include (or cause to be included) in such registration statement the number of shares of Registrable Securities as each such Investor may request (each, a "Piggyback Registration Statement"). Subject to Section 1.8(b), the Corporation shall include in each Piggyback Registration Statement all Registrable Securities with respect to which the Corporation has received written requests for inclusion therein (each a "Piggyback Request") promptly following delivery of the Piggyback Notice but in any event no later than six (6) days following the receipt of the Piggyback Notice (each, a "Piggyback Request"). The Corporation shall not be required to maintain the effectiveness of a Piggyback Registration Statement beyond the earlier of (x) 180 days after the effective date thereof and (y) consummation of the distribution by the Investors of the Registrable Securities, if any, included in such registration statement.

(b) If any of the securities to be offered or sold pursuant to the registration statement giving rise to the rights under Section 1.8(a) consist of shares of Common Stock that are to be sold in an underwritten offering, the Corporation shall use reasonable best efforts to cause the managing underwriter or underwriters of the proposed underwritten offering to permit Investors who have timely submitted a Piggyback Request following their receipt of a

Piggyback Notice in connection with such offering to include in such offering all Registrable Securities included in each Investor's Piggyback Request on the same terms and subject to the same conditions as such Common Stock included in the offering. Notwithstanding the foregoing, if the managing underwriter or underwriters of such underwritten offering advise the Corporation in writing that in its or their good faith opinion the number of securities exceeds the number of securities which can be sold in such offering in light of market conditions or is such so as to adversely affect the success of such offering, the Corporation will include in such offering only such number of securities that can be sold without adversely affecting the marketability of the offering, which securities will be so included in the following order of priority: (i) first, to the extent the Piggyback Registration Statement relates to the offer and sale of securities for the Corporation's account, the securities proposed to be sold by the Corporation for its own account or to the extent the Piggyback Registration Statement relates to the offer and sale of securities of the Corporation for the account of a stockholder other than an Investor, the securities to be sold by such stockholder (or such other allocation between Corporation and stockholder securities as may be provided in the agreement with such stockholder); (ii) second, the Registrable Securities of the Investors that have requested to participate in such underwritten offering, allocated *pro rata* among such Investors on the basis of the percentage of the Registrable Securities then-owned by such Investors; (iii) third any other securities of the Corporation that have been requested to be included in such offering; *provided, however*, that if the Corporation has, prior to the date of this Agreement, entered into an agreement with respect to its securities that is inconsistent with the order of priority contemplated hereby, then it shall apply the order of priority in such conflicting agreement to the extent that it would otherwise result in a breach under such agreement. Investors may, prior to the earlier of the (a) effectiveness of the registration statement and (b) the time at which the offering price or underwriter's discount is determined with the managing underwriter or underwriters, withdraw their request to be included in such registration pursuant to this Section 1.8; *provided*, that such Investors shall reimburse the Corporation for the costs associated with the withdrawn request. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may withdraw a registration statement filed in connection with a Piggyback Registration Statement at any time prior to the effectiveness of such registration statement (or any related underwritten offering prior to the pricing thereof).

Section 1.9 Demand Registration. At any time following the Initial Filing Deadline, to the extent that the Corporation has not previously filed and is not then eligible to file a Resale Shelf Registration Statement, any Investors may request in writing that all or part of the Registrable Securities held by them shall be registered under the Securities Act (a "Demand Registration"). Upon receipt of such request, the Corporation shall effect the registration of all such or such part of Registrable Securities as soon as practicable; *provided* that (i) the Corporation shall not be required to effect any registration under this Section 1.9 within a period of ninety (90) days following the effective date of a previous registration for which the requesting Investors were included or had an opportunity to participate, and (ii) this provision shall not apply if a Resale Shelf Registration Statement, as applicable, has been filed pursuant to Section 1.1 and is effective and available for use. The Corporation shall not be required to effect (x) more than one (1) registration per any twelve month period under this Section 1.9 requested by any Investor or Investors; or (y) any offering the reasonably anticipated gross proceeds of which shall be less than \$50,000,000. The one or more requesting Investors may elect to withdraw from any offering pursuant to this Section 1.9 by giving written notice to the

Corporation and the underwriter(s) of its request to withdraw prior to the effectiveness of the registration statement filed with the SEC with respect to such Demand Registration. If one or more requesting Investors withdraws from a proposed offering relating to a Demand Registration, then such withdrawing requesting Investors shall reimburse the Corporation for the costs associated with the withdrawn Demand Registration (in which case such registration shall not count as a Demand Registration provided for in this Section 1.9) or such withdrawn registration shall count as a Demand Registration provided for in this Section 1.9. Notwithstanding any other provision of this Section 1.9, if the managing underwriter advises the requesting Investor or requesting Investors, as applicable, in writing that marketing factors require a limitation on the dollar amount or the number of shares to be underwritten, then the amount of Registrable Securities proposed to be registered shall be reduced appropriately; provided that in any event all Registrable Securities held by the requesting Investors and which are requested to be included must be included in such registration prior to any other shares of the Corporation, including shares held by persons other than the requesting Investors. The Corporation shall not register securities for sale for its own account in any registration requested pursuant to this Section 1.9 unless permitted to do so by the written consent of the requesting Investor or requesting Investors, as applicable.

Section 1.10 Rule 415; Removal. If at any time the SEC takes the position that the offering of some or all of the Registrable Securities in a registration statement on Form S-3 filed pursuant to Section 1.1, 1.3 or 1.9, is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act (provided, however, the Corporation shall be obligated to use diligent efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with (i) any publicly-available written or oral guidance of the SEC staff, or any comments, requirements or requests of the SEC staff and (ii) the Securities Act) or requires an Investor to be named as an “underwriter,” the Corporation shall (i) promptly notify each holder of Registrable Securities thereof (or in the case of the SEC requiring an Investor to be named as an “underwriter,” the Investors) and (ii) use reasonable best efforts to persuade the SEC that the offering contemplated by such Registration Statement is a valid secondary offering and not an offering “by or on behalf of the issuer” as defined in Rule 415 and that none of the Investors is an “underwriter.” The Investors shall have the right to select one legal counsel designated by the holders of a majority of the Registrable Securities subject to such registration statement to review and oversee any registration or matters pursuant to this Section 1.10, including participation in any meetings or discussions with the SEC regarding the SEC’s position and to comment on any written submission made to the SEC with respect thereto. No such written submission with respect to this matter shall be made to the SEC to which the applicable Investors’ counsel reasonably objects. In the event that, despite the Corporation’s reasonable best efforts and compliance with the terms of this Section 1.10, the SEC refuses to alter its position, the Corporation shall (i) remove from such registration statement such portion of the Registrable Securities (the “Removed Shares”) and/or (ii) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the SEC may require to assure the Corporation’s compliance with the requirements of Rule 415; provided, however, that the Corporation shall not agree to name any Investor as an “underwriter” in such registration statement without the prior written consent of such Investor. In the event of a share removal pursuant to this Section 1.10, the Corporation shall give the applicable Investors at least five (5) Business Days’ prior written notice along with the calculations as to such Investor’s allotment. Any shares to be removed pursuant to Rule 415 shall

be removed in the following order: (i) first, securities proposed to be sold by the Corporation for its own account or, if for the account of a stockholder other than an Investor, the securities to be sold by such stockholder (or such other allocation between Corporation and stockholder securities as may be provided in the agreement with such stockholder), and (ii) second, securities of the Investors, allocated among the Investors on a pro rata basis based on the aggregate amount of Registrable Securities held by the Investors. In the event of a share removal of the Investors pursuant to this Section 1.10, the Corporation shall promptly register the resale of any Removed Shares pursuant to Section 1.3 hereof and in no event shall the filing of such registration statement on Form S-1 or subsequent registration statement on Form S-3 filed pursuant to the terms of Section 1.3 be counted as a Demand Registration hereunder. Following the effectiveness of the Registration Statement registering all the Registrable Securities other than the Removed Shares, and until such time as the Corporation has registered all of the Removed Shares for resale pursuant to Rule 415 on an effective registration statement, the Corporation shall not be able to defer the filing of a registration statement pursuant to Section 2.2 hereof.

ARTICLE II

Additional Provisions Regarding Registration Rights

Section 2.1 Registration Procedures. Subject to the other applicable provisions of this Agreement (including Section 2.2), in the case of each registration of Registrable Securities effected by the Corporation pursuant to Article I, the Corporation shall:

- (a) use reasonable best efforts to prepare and file with the SEC, on or prior to the Initial Filing Deadline, a registration statement with respect to such securities and use reasonable best efforts to cause such registration statement to become and remain effective for the period of the distribution contemplated thereby or as otherwise specified in this Agreement, in accordance with the applicable provisions of this Agreement;
- (b) prepare and file with the SEC such amendments (including post-effective amendments) and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to keep such registration statement effective for the period specified in paragraph (a) above and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement in accordance with the Investors' intended method of resale set forth in such registration statement for such period;
- (c) furnish to the legal counsel for the Investors who are including Registrable Securities in such registration (the "Selling Stockholders") copies of the registration statement and the prospectus included therein (including each preliminary prospectus but excluding copies of any exhibits to, or documents incorporated by reference in, such registration statement or any prospectus) proposed to be filed and provide such legal counsel a reasonable opportunity to review and comment on such registration statement;

(d) if requested by the managing underwriter or underwriters, if any, or the Selling Stockholders, include in any prospectus supplement or post-effective amendment such information as the managing underwriter or underwriters, if any, or the Selling Stockholders may reasonably request in order to permit the intended method of resale of such securities and use reasonable best efforts to make any required filings of such prospectus supplement or post-effective amendment as soon as reasonably practicable after the Corporation has received such request;

(e) in the event that the Registrable Securities are being offered in an Underwritten Offering, furnish to the Selling Stockholders participating in such Underwritten Offering and to the underwriters of the securities being registered such reasonable number of copies of the registration statement, preliminary prospectus and final prospectus (in each case, not including copies of exhibits thereto or documents incorporated by reference therein) as the Selling Stockholders or such underwriters may reasonably request in order to facilitate such Underwritten Offering;

(f) notify the Selling Stockholders at any time when a prospectus relating to the Registrable Securities is required to be delivered under the Securities Act or of the Corporation's discovery of the occurrence of any event as a result of which the prospectus included in such registration statement, as then in effect, includes a Misstatement, and, subject to Section 2.2, at the request of the Selling Stockholders, prepare promptly and furnish to the Selling Stockholders a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such prospectus shall not include a Misstatement;

(g) use reasonable best efforts to register and qualify (or exempt from such registration or qualification) the securities covered by such registration statement under such other securities or "blue sky" laws of such jurisdictions within the United States as shall be reasonably requested in writing by the Selling Stockholders; provided, however, that the Corporation shall not be required in connection therewith or as a condition thereto to (i) qualify to do business in any jurisdictions where it would not otherwise be required to qualify but for this subsection, (ii) take any action that would subject it to general service of process in any such jurisdictions or (iii) subject itself to taxation in any such jurisdictions;

(h) in the event that the Registrable Securities are being offered in an Underwritten Public Offering, enter into an underwriting agreement, on terms reasonably acceptable to the Corporation, in accordance with the applicable provisions of this Agreement;

(i) in connection with an Underwritten Offering, cause its officers to use their reasonable best efforts to support the marketing of the Registrable Securities covered by such offering (including customary assistance with "road shows" or other similar marketing efforts);

(j) in connection with an Underwritten Offering, furnish, or use reasonable best efforts to cause to be furnished, at the Corporation's expense, and to the extent required by and in accordance with (and subject to the satisfaction of the other conditions set forth in) the applicable underwriting agreement, (a) on the date that such Registrable Securities are delivered to the underwriters for sale (the "Delivery Date"), (i) an opinion, dated the Delivery Date, of legal counsel for the Corporation, in form and substance as is customarily given to underwriters in an Underwritten Offering, addressed to the underwriters (or their representative),

(ii) a “negative assurance letter”, dated the Delivery Date, of legal counsel for the Corporation, in form and substance as is customarily given to underwriters in an Underwritten Offering, addressed to the underwriters (or their representative), (b) on the pricing date for such Underwriting Offering, a “cold comfort” letter, dated as of such pricing date, from the independent certified public accountants of the Corporation and a customary bring down of such letter as of the Delivery Date, in form and substance as is customarily given by independent certified public accountants to underwriters (or their representative) in an Underwritten Offering, addressed to the underwriters (or their representative), and (c) cause such authorized officers of the Corporation to execute customary certificates as may be reasonably requested by any underwriter or selling stockholder(s) of such Registrable Securities;

(k) use reasonable best efforts to list the Registrable Securities (other than the Preferred Stock) covered by such registration statement with any securities exchange on which the Common Stock is then listed;

(l) provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such registration statement;

(m) promptly make available for inspection by any Selling Stockholders, any underwriter participating in any Underwritten Offering pursuant to any registration statement hereunder, and any attorney, accountant or other agent or representative retained by any such Selling Stockholder or underwriter (collectively, the “Inspectors”), all financial and other records, pertinent corporate documents and properties of the Corporation (collectively, the “Records”), as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Corporation’s officers, directors and employees to supply all information and participate, upon reasonable prior written notice and during regular business hours, in customary due diligence sessions, in each case, reasonably requested by any such Inspector in connection with such registration statement; provided, however, that, unless the disclosure of such Records is necessary to avoid or correct a misstatement or omission in the registration statement or the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, the Corporation shall not be required to provide any information under this subparagraph (m) if (i) the Corporation believes, after consultation with counsel for the Corporation, that to do so would cause the Corporation to forfeit an attorney-client privilege that was applicable to such information or (ii) if either (A) the Corporation has requested and been granted from the SEC confidential treatment of such information contained in any filing with the SEC or documents provided supplementally or otherwise or (B) the Corporation reasonably determines in good faith that such Records are confidential and so notifies the Inspectors in writing unless prior to furnishing any such information with respect to (i) or (ii) such Selling Stockholder requesting such information agrees, and causes each of its Inspectors, to enter into a confidentiality agreement on terms reasonably acceptable to the Corporation; and provided, further, that each Selling Stockholder agrees that it and its Affiliates will not use, and will restrict the other Selling Stockholders from using, any information obtained pursuant to this clause (m) for any purpose other than the Underwritten Offering, and will, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, give notice to the Corporation and allow the Corporation, at its expense, to undertake appropriate action and to prevent disclosure of the Records deemed confidential;

(n) cooperate with the Selling Stockholders and each underwriter or agent participating in the disposition of Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA, including the use of reasonable best efforts to obtain (if required) FINRA's pre-clearance or pre-approval of the registration statement and applicable prospectus upon filing with the SEC; and

(o) promptly notify the Selling Stockholders (i) when the prospectus or any prospectus supplement or post-effective amendment related to the registration of the Corporation's Common Stock has been filed and, with respect to such registration statement or any post-effective amendment, when the same has become effective, (ii) of any request by the SEC or other federal or state governmental authority for amendments or supplements to such registration statement or related prospectus or to amend or to supplement such prospectus or for additional information related to the so-registered Common Stock, (iii) of the issuance by the SEC of any stop order suspending the effectiveness of such registration statement or the initiation of any proceedings for such purpose or (iv) of the receipt by the Corporation of written notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose.

Section 2.2 Suspension. The Corporation shall be entitled, as set forth below, to (x) defer any registration of such Registrable Securities and shall have the right not to file and not to cause the effectiveness of any registration covering such Registrable Securities, (y) suspend the use of any prospectus and registration statement covering such Registrable Securities, and (z) require the Investors to suspend any offerings or sales of such Registrable Securities pursuant to a registration statement, if the Corporation provides notice (without notice of the nature or details of such events) to the Investors that it has determined that such registration or offering would (i) require the Corporation to make an Adverse Disclosure, (ii) of the happening of any event described in Section 2.1(f), Section 2.1(o)(ii) or Section 2.1(o)(iii) or (iii) that it has determined that a Blackout Event has occurred (a "Suspension"). The Corporation shall be entitled to a Suspension on no more than two occasions in any calendar year and for not more than 45 consecutive days or for a total not to exceed 90 days in any calendar year. If the Corporation defers any registration of Registrable Securities in response to an Underwritten Offering Notice, or requires the Investors to suspend any Underwritten Offering, the Investors shall be entitled to withdraw such Underwritten Offering Notice and if they do so, such request shall not be treated for any purpose as the delivery of an Underwritten Offering Notice pursuant to Section 1.6.

Section 2.3 Expenses of Registration. All Registration Expenses incurred in connection with any registration shall be borne by the Corporation, provided, for the avoidance of doubt, that each Investor participating in an offering shall pay all applicable underwriting discounts and commissions, brokers' commissions, stamp duty and stock transfer taxes and similar costs, if any, on the Registrable Securities sold by such Investor and the fees and expenses of any counsel to the Investors (other than such fees and expenses of any counsel to the Investors or otherwise, in each case expressly included in Registration Expenses).

Section 2.4 Information by Investors. The Investor or Investors included in any registration shall furnish to the Corporation such information regarding such Investor or Investors and their Affiliates, the Registrable Securities held by them and the distribution proposed by such Investor or Investors and their Affiliates as the Corporation may reasonably request and as shall be required in connection with any registration, qualification or compliance referred to in this Agreement. It is understood and agreed that the obligations of the Corporation under Article I are conditioned on the timely provisions of the foregoing information by such Investor or Investors and, without limitation of the foregoing, will be conditioned on compliance by such Investor or Investors with the following:

(a) such Investor or Investors will, and will cause their respective Affiliates to, cooperate with the Corporation in connection with the preparation of the applicable registration statement and prospectus and, for so long as the Corporation is obligated to keep such registration statement effective, such Investor or Investors will and will cause their respective Affiliates to, provide to the Corporation, in writing and in a timely manner, for use in such registration statement (and expressly identified in writing as such), all information regarding themselves and their respective Affiliates and such other information as may be required by applicable law to enable the Corporation to prepare or amend such registration statement, any related prospectus and any other documents related to such offering covering the applicable Registrable Securities owned by such Investor or Investors and to maintain the currency and effectiveness thereof;

(b) during such time as such Investor or Investors and their respective Affiliates may be engaged in a distribution of the Registrable Securities, such Investor or Investors will, and they will cause their Affiliates to, comply with all laws applicable to such distribution, including Regulation M promulgated under the Exchange Act, and, to the extent required by such laws, will, and will cause their Affiliates to, among other things (i) not engage in any stabilization activity in connection with the securities of the Corporation in contravention of such laws; (ii) distribute the Registrable Securities acquired by them solely in the manner described in the applicable registration statement and (iii) if required by applicable law, cause to be furnished to each agent or broker-dealer to or through whom such Registrable Securities may be offered, or to the offeree if an offer is made directly by such Investor or Investors or their respective Affiliates, such copies of the applicable prospectus (as amended and supplemented to such date) and documents incorporated by reference therein as may be required by such agent, broker-dealer or offeree;

(c) such Investor or Investors shall, and they shall cause their respective Affiliates to, (i) permit the Corporation and its representatives to examine such documents and records and will supply in a timely manner any information as they may be reasonably requested to provide in connection with the offering or other distribution of Registrable Securities by such Investor or Investors and (ii) execute, deliver and perform under any agreements and instruments reasonably requested by the Corporation or its representatives to effectuate such registered offering, including opinions of counsel and questionnaires; and

(d) on receipt of any notice from the Corporation of the occurrence of any of the events specified in Section 2.1(f), clauses (ii) or (iii) of Section 2.1(o) or Section 2.2, or that otherwise requires the suspension by such Investor or Investors and their respective Affiliates of the offering, sale or distribution of any of the Registrable Securities owned by such Investor or Investors, such Investors shall, and they shall cause their respective Affiliates to, cease offering, selling or distributing the Registrable Securities owned by such Investor or Investors until the offering, sale and distribution of the Registrable Securities owned by such Investor or Investors may recommence in accordance with the terms hereof and applicable law.

Section 2.5 Rule 144 Reporting. With a view to making available the benefits of Rule 144 to the Investors, the Corporation agrees that, for so long as an Investor owns Registrable Securities, the Corporation will use its reasonable best efforts to: (a) make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the date of this Agreement and (b) so long as an Investor owns Registrable Securities, upon request, furnish to the Investor in writing a statement by the Corporation as to its compliance with the reporting requirements of the Exchange Act.

Section 2.6 Holdback Agreement. If (i) prior to the Initial Filing Deadline, (ii) during the Effectiveness Period or (iii) from the time a Demand Registration is requested until such time as there are no longer any Registrable Securities, as applicable, the Corporation files a registration statement (other than in connection with the registration of securities issuable pursuant to an employee stock option, stock purchase or similar plan or pursuant to a merger, exchange offer or a transaction of the type specified in Rule 145(a) under the Securities Act) with respect to an Underwritten Offering of Common Stock or securities convertible into, or exchangeable or exercisable for, such securities or otherwise informs the Investors that it intends to conduct such an offering utilizing an effective registration statement or a Rule 144A and/or Regulation S offering, the Investors shall, if requested by the managing underwriter or underwriters, enter into a customary “lock-up” agreement relating to the sale, offering or distribution of Registrable Securities, in the form reasonably requested by the managing underwriter or underwriters (in each case on substantially the same terms and conditions as all other stockholders who execute such customary “lock-up” agreements with respect to the Common Stock or securities convertible into, or exchangeable or exercisable for, such securities), covering the period commencing on the date of the prospectus or other offering document pursuant to which such offering may be made and continuing until no more than 60 days from the date of such prospectus or other offering document, or such shorter period as shall be required by any director, executive officer or other stockholder who is required to execute a “lock-up” agreement (a “Lock-Up Period”); provided that such obligation shall only apply where (i) all “Section 16” executive officers, directors and other stockholders of the Corporation party hereto or to other agreements with the Corporation containing corresponding requirements are similarly bound and (ii) the terms of the Investors’ lock-up are no more restrictive than the terms of the lock-ups applicable to any other stockholder who has registration rights with respect to the Common Stock or securities convertible into, or exchangeable or exercisable for, such securities that has executed such a lockup (and, if the Corporation agrees to waive any such lockup for any such other stockholder, the Corporation shall also waive the Investors’ lockup to the same extent).

Section 2.7 Future Registration Rights. Following the date hereof, the Corporation shall not grant any shelf, demand or piggyback registration rights that are senior to, or pari passu with (with respect to priority on underwriting cutbacks) or otherwise conflict with the rights granted to the Investors hereunder to any stockholder or any other Person without the prior written consent of the Investors holding a majority of Registrable Securities.

ARTICLE III

Indemnification

Section 3.1 Indemnification by Corporation. To the fullest extent permitted by applicable law, the Corporation will, with respect to any Registrable Securities covered by a registration statement or prospectus, indemnify and hold harmless each Selling Stockholder and, if a Selling Stockholder is a person other than an individual, such Selling Stockholder's officers, directors, employees, agents, representatives and Affiliates, and each Person, if any, that controls a Selling Stockholder within the meaning of Section 15 of the Securities Act, and each underwriter thereof, if any, and each Person who controls any such underwriter within the meaning of Section 15 of the Securities Act (collectively, the "Corporation Indemnified Parties"), from and against any and all expenses, claims, losses, damages, costs (including costs of preparation and reasonable attorney's fees and any legal or other fees or expenses actually incurred by such party in connection with any investigation or proceeding), judgments, fines, penalties, charges, amounts paid in settlement and other liabilities, joint or several, (or actions in respect thereof) (collectively, "Losses") to the extent caused by, resulting from, arising out of or based on a Misstatement or alleged Misstatement, or any violation by the Corporation of the Securities Act, the Exchange Act, any state securities law or any rules or regulations thereunder applicable to the Corporation and (without limiting the preceding portions of this Section 3.1), the Corporation will reimburse each of the Corporation Indemnified Parties for any reasonable and documented out-of-pocket legal expenses and any other reasonable and documented out-of-pocket expenses actually incurred in connection with investigating, defending or, subject to the last sentence of this Section 3.1, settling any such Losses or action, as such expenses are incurred; provided that the Corporation's indemnification obligations shall not apply to amounts paid in settlement of any Losses or action if such settlement is effected without the prior written consent of the Corporation (which consent shall not be unreasonably withheld or delayed), nor shall the Corporation be liable to an Investor in any such case for any such Losses or action to the extent that it arises out of or is based upon a violation or alleged violation of any state or federal law (including any claim arising out of or based on any Misstatement or alleged Misstatement) which occurs in reliance upon and in conformity with written information regarding such Investor furnished to the Corporation by such Investor expressly for use in connection with such registration by any such Investor.

Section 3.2 [Reserved].

Section 3.3 Notification. If any Person shall be entitled to indemnification under this Article III (each, an "Indemnified Party"), such Indemnified Party shall give prompt notice to the party required to provide indemnification (each, an "Indemnifying Party") of any claim or of the commencement of any proceeding as to which indemnity is sought. The Indemnifying Party shall have the right, exercisable by giving written notice to the Indemnified Party as promptly as is reasonably practicable after the receipt of written notice from such Indemnified Party of such claim or proceeding, to assume, at the Indemnifying Party's expense, the defense of any such claim or litigation, with counsel reasonably satisfactory to the Indemnified Party and, after notice from the Indemnifying Party to such Indemnified Party of its election to assume the defense thereof, the Indemnifying Party will not (so long as it shall continue to have the right to defend, contest, litigate and settle the matter in question in

accordance with this paragraph) be liable to such Indemnified Party hereunder for any legal expenses and other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof; provided, however, that an Indemnified Party shall have the right to employ separate counsel in any such claim or litigation, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless the Indemnifying Party shall have failed within a reasonable period of time to assume such defense and the Indemnified Party is or would reasonably be expected to be materially prejudiced by such delay, in which case the fees and expenses of one separate counsel will be at the Indemnifying Party's expense. The failure of any Indemnified Party to give notice as provided herein shall relieve an Indemnifying Party of its obligations under this Article III only to the extent that the failure to give such notice is materially prejudicial or harmful to such Indemnifying Party's ability to defend such action. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the prior written consent of each Indemnified Party (which consent shall not be unreasonably withheld or delayed), consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. The indemnity agreements contained in this Article III shall not apply to amounts paid in settlement of any claim, loss, damage, liability or action if such settlement is effected without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. The indemnification set forth in this Article III shall be in addition to any other indemnification rights or agreements that an Indemnified Party may have. An Indemnifying Party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such Indemnifying Party with respect to such claim, unless in the reasonable judgment of any Indemnified Party a conflict of interest may exist between such Indemnified Party and any other Indemnified Parties with respect to such claim.

Section 3.4 Contribution. If the indemnification provided for in this Article III is held by a court of competent jurisdiction to be unavailable to an Indemnified Party, other than pursuant to its terms, with respect to any Losses or action referred to therein, then, subject to the limitations contained in this Article III, the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses or action in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party, on the one hand, and the Indemnified Party, on the other, in connection with the actions, statements or omissions that resulted in such Losses or action, as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party, on the one hand, and the Indemnified Party, on the other hand, shall be determined by reference to, among other things, whether any action in question, including any Misstatement or alleged Misstatement, has been made (or omitted) by, or relates to information supplied by such Indemnifying Party or such Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent any such action, statement or omission. The Corporation and the Investors agree that it would not be just and equitable if contribution pursuant to this Section 3.4 was determined solely upon *pro rata* allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding sentence of this Section 3.4. Notwithstanding the foregoing, the amount any Investor will be obligated to contribute pursuant to this Section 3.4 will be limited to an amount equal to the net proceeds received by such Investor in respect of the Registrable Securities sold pursuant to the registration statement which gives rise to such obligation to contribute. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

Section 3.5 Survival. The indemnification provided for under this Article III shall survive the sale or other transfer of the Registrable Securities and the termination of this Agreement.

ARTICLE IV

Transfer, Assumption and Termination of Registration Rights

Section 4.1 Transfer of Registration Rights. The rights under this Agreement shall not be transferred or assigned without the prior written consent of the Corporation. To the extent the Corporation consents to such transfer or assignment, the transferee or assignee must agree in writing to be bound by, and subject to, this Agreement as an Investor.

Section 4.2 Termination of Registration Rights. The rights of any particular Investor to cause the Corporation to register securities under Article I shall terminate with respect to such Investor upon the date upon which such Investor no longer holds any Registrable Securities. This Agreement shall terminate on the date on which all shares of Common Stock issuable (or actually issued) upon conversion of the Preferred Stock and exercise of the Warrant cease to be Registrable Securities.

ARTICLE V

Miscellaneous

Section 5.1 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with, the federal law of the United States. To the extent that federal law does not specify the appropriate rule of decision for a particular matter at issue, it is the intention and agreement of the Parties that the law of the State of Delaware (without giving effect to its conflict of laws principles) shall be adopted as the governing rule of decision.

Section 5.2 Jurisdiction.

(a) By execution and delivery of this Agreement, the Corporation irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding against it arising out of or in connection with this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of (i) the courts of the United States for the District of Columbia; (ii) any other federal court of competent jurisdiction in any other jurisdiction where it or any of its property may be found; (iii) the courts of Washington, D.C.; and (iv) appellate courts from any of the foregoing;

(ii) consents that any such action or proceeding may be brought in or removed to such courts, and waives any objection, or right to stay or dismiss any action or proceeding, that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and

(iii) agrees that, subject to any and all rights of appeal provided by applicable law, judgment against it in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment or otherwise as provided by law, a certified or exemplified copy of which judgment shall be conclusive evidence of the fact and amount of the Corporation's obligation.

(b) By execution and delivery of this Agreement, DOD, to the maximum extent permitted by law, irrevocably and unconditionally acknowledges that this Agreement is an express contract within the meaning of 28 U.S.C. § 1491(a), and submits for itself in any claim arising from, related to, or in connection with this Agreement to the jurisdiction of (A) the U.S. Court of Federal Claims; (B) any other federal court or tribunal of competent jurisdiction; and (C) appellate courts from any of the foregoing.

Section 5.3 **WAIVER OF JURY TRIAL**. THE PARTIES EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 5.4 **Specific Performance**. The Company acknowledges that the rights of DOD hereunder are unique and recognizes and affirms that in the event of a breach of this Agreement by the Company, money damages are inadequate and DOD would have no adequate remedy at Law. It is accordingly agreed that DOD shall be entitled to (and the Company shall not oppose on the basis that injunctive relief or specific performance is not available due to availability of an adequate remedy at law) an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security, this being in addition to any other remedy to which it is entitled at law or in equity.

Section 5.5 Expenses. Except as otherwise expressly provided in this Agreement or any other Transaction Document (as defined in the Transaction Agreement), each Party will bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement.

Section 5.6 Amendment. Subject to compliance with applicable law, this Agreement may be amended or supplemented in any and all respects by written agreement of the Corporation and Investors holding a majority of the Registrable Securities, which shall include the Initial Investor if the Initial Investor then holds Registrable Securities.

Section 5.7 Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed given to a Party when (i) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), (ii) sent by e-mail or (iii) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or e-mail addresses and marked to the attention of the individual (by name or title) designated below (or to such other address, e-mail address or individual as a Party may designate by notice to the other Party):

if to DOD:

United States Department of Defense
1000 Defense Pentagon, Washington, DC 20301-1000
Attention: [***]
E-mail: [***]
Office of the Deputy Secretary of Defense
E-mail: [***]

with a simultaneous copy (which will not constitute notice) to:

Schulte Roth & Zabel LLP
Address: 919 Third Avenue, New York, NY 10022
Attention: Alan S. Waldenberg
Robert B. Loper
Stuart D. Freedman
E-mail: alan.waldenberg@srz.com
robert.loper@srz.com
stuart.freedman@srz.com

and

McDermott Will & Emery LLP
Address: 444 West Lake Street, Suite 4000, Chicago, IL 60606
Attention: Robert Clagg
E-mail: Rclagg@mwe.com

if to the Corporation:

MP Materials Corp.
Address: 1700 S Pavilion Center Drive, Suite 800, Las Vegas, NV 89135
Attention: Elliot Hoops, General Counsel and Secretary
E-mail: [***]

with a simultaneous copy (which will not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Address: One Manhattan West, New York, NY 10001
Attention: Stephen F. Arcano
Neil P. Stronski
Dohyun Kim
Samuel J. Cammer
E-mail: stephen.arcano@skadden.com
neil.stronski@skadden.com
dohyun.kim@skadden.com
samuel.cammer@skadden.com

Section 5.8 Waiver. The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (i) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in a written document signed by the other Party, (ii) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given and (iii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

Section 5.9 No Third-Party Beneficiaries. Except as expressly stated herein, nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement except such rights as may inure to a successor or permitted assignee.

Section 5.10 Further Action. Upon the request of any Party to this Agreement, and subject to the terms and conditions hereof, the other Party will (i) furnish to the requesting Party any additional information, (ii) execute and deliver, at its own expense, any other documents reasonably acceptable to such Party, and (iii) take any other actions as the requesting Party may reasonably require to more effectively carry out the intent of this Agreement.

Section 5.11 Severability. If any term, covenant, condition or provision of this Agreement or any other Transaction Document (as defined in the Transaction Agreement) or the application thereof to any Person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement or such other Transaction Documents (as applicable), or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement or such other Transaction Documents (as applicable) shall be valid and be enforced to the fullest extent permitted by applicable law.

Section 5.12 Entire Agreement. This Agreement (along with the other Transaction Documents and the other documents delivered contemporaneously with or pursuant to this Agreement and the other Transaction Documents) constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement and the other Transaction Documents may not be amended, supplemented or otherwise modified except in a written document executed by the Party against whose interest the modification will operate.

Section 5.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Facsimile or electronic signatures may be used in place of original signatures on this Agreement. The Parties intend to be bound by the signatures on any facsimile or electronic document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of a facsimile or electronic signature.

Section 5.14 Construction. For purposes of this Agreement, unless otherwise expressly specified herein, the words “hereof”, “herein”, “hereunder” and words of similar import will refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, and reference to a particular section of this Agreement will include all subsections thereof. The word “including” means including without limitation. Definitions will be equally applicable to both the singular and plural forms of the terms defined, and references to the masculine, feminine or neuter gender will include each other gender. All references in this Agreement to any Section, Exhibit or Schedule will, unless otherwise specified, be deemed to be a reference to a Section, Exhibit or Schedule of or to this Agreement, in each case as such may be amended in accordance herewith, all of which are made a part of this Agreement. Unless the context clearly requires otherwise, when used herein “or” shall not be exclusive (*i.e.*, “or” shall mean “and/or”). Any reference herein to “\$” or “dollars” means United States dollars.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first above written.

COMPANY:

MP MATERIALS CORP.

By: _____

Name: Elliot D. Hoops

Title: General Counsel and Secretary

[Signature Page To Registration Rights Agreement]

INITIAL INVESTOR:

UNITED STATES DEPARTMENT OF DEFENSE

By: _____

Name: Honorable Pete Hegseth

Title: Secretary of Defense

By: _____

Name: Stephen A. Feinberg

Title: Deputy Secretary of Defense

[Signature Page To Registration Rights Agreement]

EXHIBIT A

DEFINED TERMS

The following capitalized terms have the meanings indicated:

“Adverse Disclosure” means public disclosure of material non-public information that, in the good faith judgment of the Corporation (after consultation with counsel to the Corporation): (i) would be required to be made so that any registration statement or prospectus would not contain any Misstatement; (ii) would not be required to be made at such time but for the filing, effectiveness or continued use of any registration statement or prospectus; and (iii) the Corporation has a bona fide business purpose for not disclosing publicly.

“Affiliates” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person at any time during the period for which the determination of affiliation is being made. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to elect a majority of the board of directors (or other governing body) or to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Blackout Event” means: (a) a determination by the Company that such registration or offering: (i) would be detrimental to the Company or its security holders for such registration or offering to be effected at such time or would materially interfere with any financing, other offering, acquisition, disposition, reorganization, merger or other transaction involving the Company or any of its subsidiaries; (ii) would render the Company unable to comply with applicable securities laws, including in the event that the Company would be required to file any financial statements or other information with the SEC that is not at such time available; or (iii) would be during any of the Company’s recurring quarterly earnings blackout periods, determined in accordance with the Company’s insider trading or similar policy, or any other applicable blackout period in which the Company is restricted from offering or selling securities; (b) during the period starting with the date forty-five (45) days prior to the Company’s good faith estimate of the date of the filing of, and ending on a date ninety (90) days after the effective date of, a registration initiated by the Company and provided that the Company has delivered written notice to the Investors prior to receipt of a Demand Registration pursuant to Section 1.9 and it continues to actively employ, in good faith, all reasonable efforts to cause the applicable registration statement to become effective; or (c) the Investors have requested an Underwritten Offering and the Company and the requesting Investors are unable to obtain the commitment of underwriters to firmly underwrite the offer.

“Board” means the Board of Directors of the Corporation.

“Business Day” means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by law to be closed in the State of New York.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Common Stock” means all shares currently or hereafter existing of the Corporation’s common stock, par value \$0.0001 per share.

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended.

“FINRA” means the Financial Industry Regulatory Authority, Inc.

“Governmental Authority” means any (a) nation or government, state, commonwealth, province, territory, county, municipality, district, or other jurisdiction of any nature, or any political subdivision thereof, (b) federal, state, local, municipal, foreign, or other government, or (c) governmental or quasi-governmental authority of any nature (including any relevant domestic, foreign, multinational or international body, governmental division, department, agency, board, bureau, commission, instrumentality, official, organization, regulatory body, or other entity and any court, arbitrator, or other tribunal) exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any executive official thereof.

“Misstatement” shall mean an untrue statement of a material fact stated in a registration statement, preliminary prospectus, free writing prospectus, press release or prospectus supplement, in each case, related to such registration statement, or any amendment or supplement thereto, or an omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Authority or any department, agency or political subdivision thereof.

“register”, “registered” and “registration” refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement or the automatic effectiveness of such registration statement, as applicable.

“Registration Expenses” means all reasonable fees and expenses incurred by the Corporation in the performance of or compliance with this Agreement, including all registration, qualification, listing and filing fees, printing expenses (including expenses of preparing certificates (if any) for Registrable Securities in a form eligible for deposit with The Depository Trust Company and of printing prospectuses if the printing of prospectuses is reasonably requested by the managing underwriters or by the Investors), escrow fees, fees and disbursements of counsel and accountants of the Corporation, fees and expenses in connection with complying with state securities or “blue sky” laws including any reasonable fees and disbursements of counsel for the underwriters that are required to be paid by the Corporation pursuant to the applicable underwriting agreement in connection with blue sky qualifications of the Registrable Securities, SEC filing fees, FINRA fees, fees of the listing exchange, fees and expenses of transfer agents and registrars, transfer taxes, all reasonable fees and disbursements of underwriters (other than those described in Section 2.3) that are required to be paid by the Corporation pursuant to the applicable underwriting agreement and fees and expenses of one outside legal counsel for the Investors retained in connection with each registration contemplated hereby.

“Registrable Securities” means, as of any date of determination, any shares of Common Stock issued or issuable pursuant to the conversion of any Preferred Stock or exercise of the Warrant (without regard to any limitations on conversion of the Preferred Stock or exercise of the Warrants), and any other securities issued or issuable with respect to any such shares of Common Stock by way of share split, share dividend, distribution, recapitalization, merger, exchange, replacement or similar event or otherwise. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) such securities are sold, transferred, disposed of or exchanged pursuant to an effective registration statement or Rule 144 (or any similar provisions then in force), in each case, under the Securities Act, (ii) such securities shall have ceased to be outstanding or are repurchased by the Corporation or any subsidiary of the Corporation, (iii) such securities have been transferred in a transaction in which the Investor’s rights under this Agreement are not assigned to the transferee of the securities or (iv) such securities are eligible to be sold without restriction, including any volume or manner-of-sale limitations, and without the requirement for the Corporation to be in compliance with the current public information requirement, in accordance with Rule 144 (or any similar provisions then in force) under the Securities Act.

“Rule 144” means Rule 144 promulgated under the Securities Act and any successor provision.

“Rule 462(e)” means Rule 462(e) promulgated under the Securities Act and any successor provision.

“SEC” means the U.S. Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and any successor statute thereto, and the rules and regulations of the SEC promulgated thereunder.

“Shelf Registration Statement” means the Resale Shelf Registration Statement or a Subsequent Shelf Registration Statement, as applicable.

2. The following terms are defined in the Sections of the Agreement indicated:

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OFFTAKE AGREEMENT

by and between

THE UNITED STATES DEPARTMENT OF DEFENSE

and

MP 10X DEVELOPMENT, LLC

Dated as of July 9, 2025

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OFFTAKE AGREEMENT

This OFFTAKE AGREEMENT (the “Agreement”) is entered into effective as of July 9, 2025 (the “Effective Date”), by and between MP 10X Development, LLC, a Delaware limited liability company (“Project Company”), and The United States Department of Defense (“DOD”). DOD and Project Company are sometimes referred to herein together as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, in connection with the Transaction Agreement, dated as of July 9, 2025, by and between MP Materials Corp. (“MP”) and DOD (the “Transaction Agreement”), Project Company is developing the Commercial Plant (as defined herein) to produce sintered Neodymium-iron-boron (NdFeB) permanent-magnet blocks and/or finished magnets (the “Magnets”); and

WHEREAS, Project Company desires to sell Magnets produced at the Commercial Plant to DOD, and DOD desires to purchase from Project Company Magnets produced at the Commercial Plant.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1 CONSTRUCTION AND DEFINITIONS

1.1 Construction. Unless otherwise expressly provided in this Agreement or unless the context requires otherwise, (a) all references in this Agreement to a “Schedule” shall mean and refer to the corresponding Schedule to this Agreement, and Schedules to this Agreement are hereby incorporated and made a part hereof as if set forth in full herein and are an integral part of this Agreement. Any capitalized terms used in any Schedule but not otherwise defined therein are defined as set forth in this Agreement. In the event of conflict or inconsistency, this Agreement shall prevail over any Schedule; (b) the division of this Agreement into Articles, Sections, and other subdivisions, and the insertion of headings are for convenience of reference only and do not affect, and will not be utilized in construing or interpreting, this Agreement. All references in this Agreement to any “Section” or “Article” are to the corresponding Section or Article, as applicable, of this Agreement unless otherwise specified; (c) any reference to any federal, state, or local statute or Laws shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise; (d) all references to statutes and related regulations shall include all amendments of the same and any successor or replacement statutes and regulations; (e) whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter, and the singular includes the plural, and the plural includes the singular; (f) words such as “herein,” “hereinafter,” “hereof,” and “hereunder” refer to this Agreement (including the Schedules to this Agreement) as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires; (g) references to any Person

shall be deemed to mean and include the successors and permitted assigns of such Person (or, in the case of a Governmental Authority, Persons succeeding to the relevant functions of such Person); (h) the term “including” or any variation thereof means “including without limitation” and does not limit any general statement that it follows to the specific or similar items or matters immediately following it; (i) references to “days” shall mean calendar days unless Business Days are expressly specified; (j) a reference to any contract shall include any amendment, supplement or modification of such contract as in effect as of the applicable time; and (k) references to “\$” refer to United States Dollars. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day. The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

1.2 Definitions. For the purposes of this Agreement, the following terms and variations on them have the meanings specified in this Section 1.2:

“Affected Party” has the meaning given to that term in Section 11.2.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person at any time during the period for which the determination of affiliation is being made. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to elect a majority of the board of directors (or other governing body) or to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning given to that term in the preamble.

“Annual Costs” has the meaning given to that term in Section 6.3.1.

“Annual EBITDA Amount” has the meaning given to that term in Section 6.3.1.

“Annual Purchase Price Payment Amount” has the meaning given to that term in Section 6.3.1.

“Business Day” means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Law to be closed in the State of New York, the State of Nevada or Washington D.C.

“Calendar Quarter” means, for each calendar year during the Term, each three (3)-month period within such calendar year (beginning on January 1 of such calendar year).

“Commercial Operation Date” means the first date on which Project Company has begun operations and is capable of producing any quantity of Magnets, as notified by Project Company to DOD.

“Commercial Plant” means the 10X Facility (as defined in the Transaction Agreement).

“Confidential Information” has the meaning given to that term in Section 12.17.

“Consent” means any approval, consent or ratification.

“Deliver” means to make the Offered Magnets available to DOD at the Magnet Delivery Point.

“DOD” has the meaning given to that term in the preamble.

“DOD Capacity Amount” has the meaning given to that term in Section 3.4.

“DOD Event of Default” has the meaning given to that term in Section 8.1.

“DOD Magnet Specifications” has the meaning given to that term in Section 3.3.

“EBITDA” has the meaning set forth on Schedule 1.01. For the avoidance of doubt, all costs that burden EBITDA to be determined and allocated on a reasonable and consistent basis, in accordance with Schedule 1.01.

“EBITDA Excess Amount” means the first \$30,000,000 of the Annual EBITDA Amount for such preceding calendar year that is in excess of the Threshold EBITDA Amount (the “Initial Excess Amount”), *plus*, 50% of the Annual EBITDA Amount for such preceding calendar year that is in excess of the Initial Excess Amount (if any); provided that the EBITDA Excess Amount shall be deemed to be nil prior to the Production Milestone Date.

“EBITDA Statement” has the meaning given to that term in Section 6.3.1.

“Effective Date” has the meaning given to that term in the preamble.

“Expert” has the meaning given to that term in Section 6.3.3.

“Force Majeure Event” has the meaning given to that term in Section 11.1.

“GAAP” means U.S. generally accepted accounting principles as in effect from time to time, consistently applied.

“Governmental Authority” means any (a) nation or government, state, commonwealth, province, territory, county, municipality, district, or other jurisdiction of any nature, or any political subdivision thereof, (b) federal, state, local, municipal, foreign, or other government, or (c) governmental or quasi-governmental authority of any nature (including any relevant domestic, foreign, multinational or international body, governmental division, department, agency, board, bureau, commission, instrumentality, official, organization, regulatory body, or other entity and any court, arbitrator, or other tribunal) exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any executive official thereof.

“Governmental Authorization” means any Consent, license, permit, certificate, identification number, approval, exemption, variance product registration or other registration issued or granted by or filed with any Governmental Authority pursuant to applicable Law.

“Indemnified Party” has the meaning given to that term in Section 9.2.

“Initial Delivery Date” means the date on which Project Company commences the sale and Delivery of Magnets to DOD pursuant to this Agreement.

“Insolvency Event” means, with respect to Project Company: (a) any voluntary or involuntary liquidation, dissolution or winding up of such Person; (b) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of such Person, or a substantial part of the property or assets of such Person, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar Law, (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for such Person, or a substantial part of the property or assets of such Person, or (iii) the winding-up or liquidation of such Person, and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered; or (c) such Person shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar Law, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in clause (b) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Project Company, or a substantial part of the property or assets of Project Company, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) become unable or admit in writing its inability or fail generally to pay its debts as they become due.

“Late Payment Rate” has the meaning given to that term in Section 6.7.

“Law” means all codes, laws, common laws, statutes, Governmental Authorizations, ordinances, rules, regulations, orders, writs, judgments or injunctions of Governmental Authority, including any amendments thereto.

“Magnets” has the meaning given to that term in the recitals.

“Magnet Delivery Point” means the location within the United States at which Offered Magnets shall be Delivered to DOD as mutually agreed from time to time by Project Company and DOD; provided that if the Parties are unable to agree on the Magnet Delivery Point, then the Magnet Delivery Point shall be at the exit of the Commercial Plant.

“MP” has the meaning given to that term in the recitals.

“Non-Conforming Magnets” has the meaning given to that term in Section 5.1.

“Offered Magnets” has the meaning given to that term in Section 3.1.

“Organizational Documents” means, (a) with respect to any corporation, its articles or certificate of incorporation and bylaws, (b) with respect to any limited liability company, its articles or certificate of organization or formation and its operating agreement or limited liability company agreement or documents of similar substance, (c) with respect to any limited partnership, its certificate of limited partnership and partnership agreement or governing or organizational documents of similar substance and (d) with respect to any other entity, governing or organizational documents of similar substance to any of the foregoing, in the case of each of clauses (a) through (d), as may be in effect from time to time.

“Party” has the meaning given to that term in the preamble.

“Person” means any individual or an entity, including a corporation, share company, limited liability company, partnership, trust, association, Governmental Authority or any other body with legal personality separate from its equity holders or members.

“Plant Employee” means any employee (i) of Project Company and/or (ii) of MP or any of its Affiliates who spends a majority of such employee’s working hours working on, or supporting, the Commercial Plant.

“Price Protection Agreement” has the meaning given to that term in the Transaction Agreement.

“Proceeding” means any action, arbitration, audit, examination, investigation, hearing, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, and whether public or private) commenced, brought, conducted, heard by or before or otherwise involving any Governmental Authority or arbitrator.

“Production” has the meaning set forth on Schedule 1.02.

“Production Capacity Estimate” has the meaning given to that term in Section 3.4.

“Production Costs” has the meaning set forth on Schedule 1.02.

“Production Milestone Date” means the last date of the Calendar Quarter during which Project Company notifies DOD in writing that the Commercial Plant has achieved commercial operation and is able to produce the Target Capacity Amount of Magnets in a calendar year; provided that Project Company shall be required to promptly provide DOD such notice upon determining in good faith that the Commercial Plant is able to produce the Target Capacity Amount of Magnets.

“Production Request” has the meaning given to that term in Section 3.4.

“Project Company” has the meaning given to that term in the preamble.

“Project Company Event of Default” has the meaning given to that term in the Section 8.3.

“Protest Notice” has the meaning given to that term in Section 6.3.2.

“Purchase Failure” has the meaning given to that term in Section 4.3.

“Quality Characteristics” has the meaning given to that term in Section 3.3.

“Quarterly DOD Magnet Production” means, for any Calendar Quarter, the portion of the total Offered Magnets for the then-current calendar year to be acquired by DOD in such Calendar Quarter.

“Quarterly Purchase Price Payments” has the meaning given to that term in Section 6.1.

“Representative” means, with respect to a particular Person, any Affiliate or any director, officer, employee, agent, consultant, advisor, legal counsel, accountant or other representative of that Person.

“Resale Damages” means, with respect to any Purchase Failure, an amount equal to (a) the positive net amount, if any, by which the applicable price that would have been paid pursuant to Section 6.1 hereof for the Offered Magnets subject to such Purchase Failure, had they been accepted, exceeds the Resale Price multiplied by the quantity of Offered Magnets subject to such Purchase Failure, plus (b) any applicable penalties or default interest assessed against Project Company by any other Person primarily as a result of DOD’s failure to accept such Offered Magnets in accordance with the terms of this Agreement, plus (c) transaction and other out-of-pocket costs and losses incurred by Project Company in re-selling the Offered Magnets subject to such Purchase Failure that Project Company would not have incurred but for the Purchase Failure, plus (d) reasonable costs and losses incurred by Project Company for storage and transportation of Offered Magnets subject to such Purchase Failure that Project Company would not have incurred but for the Purchase Failure. Project Company shall provide DOD with reasonable evidence of such amounts.

“Resale Price” means the price at which Project Company, acting in a commercially reasonable manner, sells to or is paid by a Third Party Purchaser for any Offered Magnets that are subject to a Purchase Failure; provided, however, that (a) in no event shall Project Company be required to utilize or change its utilization of the Commercial Plant or its other assets, contracts or market positions in order to reduce DOD’s liability as a result of such Purchase Failure, and (b) in the event that Project Company is unable to sell any Offered Magnets that are subject to a Purchase Failure, the Resale Price for the Offered Magnets subject to such Purchase Failure shall be deemed to be \$0.

“Restricted Buyer” has the meaning given to that term in the Price Protection Agreement.

“Sales Tax” has the meaning given to that term in Section 6.6.

“Syndicated Magnet Number” has the meaning given to that term in Section 6.3.1.

“Syndicated Magnets” has the meaning given to that term in Section 3.2.

“Target Capacity Amount” means a target Magnet equivalent capacity of at least 10,000 tons (which, at a typical conversion rate from block to finished magnets, equates to at least 7,000 tons of finished magnets), which amount may be updated by the mutual agreement of the Parties from time to time in the event that any changes are made to the DOD Magnet Specifications pursuant to Section 3.3.

“Term” has the meaning given to that term in Section 2.1.

“Testing Procedures” has the meaning given to that term in Section 5.2.

“Third Party Purchasers” means commercial purchasers of Magnets other than DOD.

“Threshold EBITDA Amount” means (i) from the Production Milestone Date until the end of the Term, \$140,000,000, as adjusted upward annually in each calendar year following 2025 for inflation at a rate equal to two percent (2%) (the “Full Threshold Amount”) and (ii) from the Commercial Operation Date until the Production Milestone Date, a percentage of the Full Threshold Amount for each calendar year equal to (A) the Production Capacity Estimate for such calendar year, *divided by* (B) the Target Capacity Amount (with the resulting quotient multiplied by 100).

“Total Annual Magnet Production” has the meaning given to that term in Section 3.1.

“Transaction Agreement” has the meaning given to that term in the recitals.

“Transaction Documents” means the Transaction Agreement, together with the Subscription Agreement (and the certificate of designation relating thereto), the Warrant, the Registration Rights Agreement, the Samarium Project Loan and the Price Protection Agreement, as each is defined in the Transaction Agreement.

“Unresolved Items” has the meaning given to that term in Section 6.3.3.

ARTICLE 2

TERM

2.1 Term. The term of this Agreement (the “Term”) shall commence as of the Effective Date and shall continue until the date that is ten (10) years from the Commercial Operation Date.

ARTICLE 3
PURCHASE AND SALE OF MAGNETS; PROCUREMENT OF MATERIALS

3.1 Purchase and Sale of Magnets. Subject to and in accordance with the terms and conditions of this Agreement, commencing on the Initial Delivery Date and continuing thereafter during the Term, (i) Project Company shall sell and Deliver to DOD (x) the entire amount of Magnets produced at the Commercial Plant in any calendar year (“Total Annual Magnet Production”), less (y) any Syndicated Magnets sold and Delivered to Third Party Purchasers in accordance with Section 3.2 in such calendar year and any Non-Conforming Magnets that are not accepted by DOD pursuant to Section 5.1 in such calendar year (the Total Annual Magnet Production less the Magnets in clause (y), the “Offered Magnets”) and (ii) DOD shall purchase and accept from Project Company the entire amount of Offered Magnets; provided that in each full calendar year after the Production Milestone Date the Total Annual Magnet Production will be equal to or greater than the DOD Capacity Amount (subject to any updates to the DOD Capacity Amount in accordance with Section 3.4 or any other provision of this Agreement that excuse or extend the timeline for Magnet production or Delivery by Project Company).

3.2 Syndication of Magnet Production. At DOD’s request, or if requested by Project Company and consented to by DOD (in DOD’s sole discretion; but DOD’s decision whether to consent will not be unreasonably delayed) following consultation with Project Company (including Project Company sharing with DOD the identity of such Third Party Purchaser and material commercial terms of any sale (provided that in no event shall the material commercial terms be required to include such Third Party Purchaser’s Magnet specifications to the extent such specifications constitute confidential information of such Third Party Purchaser)), Project Company may sell and Deliver up to the entire amount of the Total Annual Magnet Production in excess of the Offered Magnets to Third Party Purchasers (any such Magnets, “Syndicated Magnets”); provided that, in circumstances where DOD requests that Project Company sell Syndicated Magnets to a Third Party Purchaser, the contract providing for such sale shall provide that the price for such Syndicated Magnets shall be the greater of (i) the then-current prevailing market price for such Syndicated Magnets or (ii) an amount equal to the Production Costs incurred by Project Company in connection with the Production of such Syndicated Magnets (or at such other price as is agreed between DOD and Project Company), and on terms that are commercially reasonable and reasonably acceptable to Project Company. No Third Party Purchaser may be a Restricted Buyer, and each such Third Party Purchaser must agree to use reasonable best efforts not to sell the Magnets to a Restricted Buyer; provided that the foregoing restriction on sales by a Third Party Purchaser to a Restricted Buyer shall only apply to sale of Magnets in the form purchased from Project Company and shall not restrict the sale of Magnets that are included in another finished product sold by such Third Party Purchaser. Any Third Party Purchaser who, to the knowledge of Project Company, sells Magnets that are not included in another finished product to a Restricted Buyer, shall be prohibited from acquiring Magnets from Project Company for the remainder of the Term.

3.3 Initial Magnet Specifications.

3.3.1 Following the Effective Date, Project Company and DOD shall cooperate in good faith to determine the proposed quality characteristics for the Magnets (the “Quality Characteristics”) to be produced at the Commercial Plant as of the Commercial Operation Date. DOD shall provide the proposed Quality Characteristics for the Magnets to be produced at the Commercial Plant no later than ninety (90) days after the Effective Date. Upon receipt of such proposed Quality Characteristics, Project Company shall review the same and, as soon as reasonably practicable, and in no event later than ninety (90) days after receipt of DOD’s proposed Quality Characteristics, either (i) accept DOD’s proposed Quality Characteristics or (ii) propose

alternative Quality Characteristics. The Parties shall thereafter cooperate to mutually agree on the final Quality Characteristics (which may include a consideration of characteristics that are consistent with those for Magnets that Project Company or its Affiliates sell to other their customers other than DOD), and, if after working in good faith for ninety (90) days, the Parties are unable to mutually agree on the final Quality Characteristics for the Magnets to be produced at the Commercial Plant, DOD's then-current proposed Quality Characteristics for such Magnets shall be deemed final and binding on the Parties (except as otherwise modified pursuant to this Section 3.3.1); provided that such proposed DOD Quality Characteristics must be, in the good faith and reasonable view of Project Company, commercially reasonable and within the then-current (or then-anticipated) production capabilities for the Commercial Plant. The final Quality Characteristics determined in connection with this Section 3.3.1 shall be referred to herein as the "DOD Magnet Specifications".

3.3.2 Upon mutual agreement of the Parties, DOD Magnet Specifications may be updated following the occurrence of the initial Quality Characteristics determination pursuant to Section 3.3.1; provided that if such changes are (i) reasonably expected to result in delays in Production or Delivery of Magnets to DOD, then Project Company shall provide reasonable detail on such anticipated delays and any such delays shall not constitute a breach of this Agreement by Project Company or a Project Company Event of Default, and (ii) as proposed by DOD, not commercially feasible in the reasonable judgment of Project Company, Project Company shall not be required to agree to such changes, and Project Company shall discuss further alternatives with DOD in good faith (including, if applicable, mutually acceptable arrangements pursuant to which Project Company may pursue obtaining additional intellectual property and/or know-how necessary to accept such requested change of DOD Magnet Specifications). Project Company shall not be required to agree to any Quality Characteristics for which it does not then own, or have a license to, the intellectual property or know-how necessary to produce Magnets meeting such Quality Characteristics but, if so requested by DOD, Project Company shall use commercially reasonable efforts to promptly obtain or license the intellectual property or know how necessary to produce Magnets meeting such Quality Characteristics; provided that if Project Company uses commercially reasonable efforts to promptly obtain or license such intellectual property or know how but fails to do so, such failure shall not be deemed to be a breach of this Agreement (or the Transaction Agreement or any other Transaction Document) by Project Company or a Project Company Event of Default; provided, further, that if Project Company is unable to promptly obtain or license such intellectual property or know how Project Company shall continue to produce Magnets in accordance with the most recent DOD Magnet Specifications that did not require Project Company to obtain or license such intellectual property or know how; provided, further, that, for the avoidance of doubt, any costs, fees or expenses incurred by Project Company or any of its Affiliates in connection with obtaining or licensing such intellectual property or know how shall constitute Production Costs hereunder (without duplication). Any reasonable delays in the construction, development, commissioning and/or start-up of the Commercial Plant or the Commercial Operation Date resulting from the Parties' inability to timely agree to Quality Characteristics shall not constitute a breach of this Agreement (or the Transaction Agreement or any other Transaction Document by Project Company or a Project Company Event of Default, so long as Project Company is diligently pursuing the implementation of DOD's reasonable proposals as to such Quality Characteristics (and subject in any event to Section 3.3.1 as to the final Quality Characteristics that will constitute the DOD Magnet Specifications).

3.4 Estimates of Magnet Capacity and DOD Magnet Needs.

3.4.1 At least one hundred eighty (180) days prior to the expected Commercial Operation Date, and thereafter at least one hundred eighty (180) days prior to the beginning of each calendar year during the Term, Project Company shall provide DOD with a good faith estimate of the total quantity of Magnets that Project Company anticipates being able to produce during each Calendar Quarter of such calendar year and the number of different grades and geometries Project Company reasonably determines it is able to manufacture at the Commercial Plant (the “Production Capacity Estimate”). At least ninety (90) days prior to the expected Commercial Operation Date, and thereafter at least ninety (90) days prior to the beginning of each calendar year during the Term if the DOD Magnet Specifications have changed pursuant to Section 3.3 and not otherwise, DOD shall provide to Project Company, in writing, a statement for the following calendar year (the “Production Request”) setting forth an estimate of the total quantity of Magnets that DOD expects to acquire (the “DOD Capacity Amount”). For subsequent calendar years during the Term, DOD may (and if the DOD Magnet Specifications have changed pursuant to Section 3.3, shall) at least ninety (90) days prior to the beginning of such calendar year deliver a new Production Request; otherwise the last Production Notice delivered to Project Company shall be deemed to continue in effect. The Production Request shall include a quarterly breakdown of required volumes for such calendar year and an estimate of the total quantity of Syndicated Magnets expected to be sold to Third Party Purchasers, in each case, during such calendar year; provided, however, that the DOD Capacity Amount shall not (x) exceed: (i) prior to the Production Milestone Date, the Production Capacity Estimate; (ii) after the Production Milestone Date, the Total Annual Magnet Production and (iii) at any time during the Term, after Commercial Operation Date, the number of different grades and geometries Project Company can manufacture at the Commercial Plant or (y) when taken together with any Syndicated Magnets expected to be sold to Third Party Purchasers for such calendar year, be less than (i) prior to the Production Milestone Date, the Production Capacity Estimate and (ii) after the Production Milestone Date, the Total Annual Magnet Production (such applicable minimum amount in this clause (y), the “Minimum Purchase Amount”); provided that if the DOD Capacity Amount together with the number of Syndicated Magnets expected to be sold to Third Party Purchasers for such calendar year is less than the Minimum Purchase Amount, Project Company shall be permitted to produce a number of Magnets equal to the amount of such shortfall, with specifications and quality characteristics that are in line with industry standards for the Magnets produced by Project Company for its customers other than DOD (the “Standard Form Magnets”), and DOD shall be required to make payment to Project Company for such Standard Form Magnets in accordance with Article 6. If DOD requests any changes to the DOD Capacity Amount after delivery of the Production Request that requires material changes to be implemented in Production within less than ninety (90) days, Project Company shall promptly provide DOD with a written notice describing delays that are reasonably likely to occur as a result of such changes to the DOD Capacity Amount in Production or Delivery of Magnets to DOD. Any such delays or failures set forth in such notice that result directly from such changes shall not constitute a breach of this Agreement by Project Company or a Project Company Event of Default.

3.4.2 Not less than ten (10) days before the beginning of each Calendar Quarter commencing after the Commercial Operation Date during the Term, Project Company shall notify DOD of the total quantity of Magnets that Project Company proposes to deliver to DOD during that Calendar Quarter. Such notification shall be given in writing or, if given orally, shall be confirmed in writing within two (2) Business Days.

3.5 Application of Procurement Laws. Pursuant to 50 U.S.C. § 4533(b), and except as otherwise expressly provided in this Agreement, DOD's purchase and sale of Magnets under this Agreement and any related orders shall not be subject to the Laws specifically governing any procurement by U.S. Government agencies including, but not limited to, the Federal Acquisition Regulation (and any agency supplements thereto), the Cost Accounting Standards, the Competition in Contracting Act, or the Truthful Cost or Pricing Data Statute.

ARTICLE 4

DELIVERY OF MAGNETS

4.1 Magnet Delivery Point. All Magnets sold hereunder shall be Delivered by Project Company to DOD at the Magnet Delivery Point, and (subject to DOD's rights and remedies pursuant to Section 5.1 and Section 8.4 or in connection with a Force Majeure Event) DOD shall accept all Magnets Delivered by Project Company at the Magnet Delivery Point. Project Company shall be responsible for the costs of Delivering Magnets to the Magnet Delivery Point. DOD shall be responsible for all costs associated with accepting, transporting and handling Magnets after they have been Delivered. Project Company shall ensure that all Magnets Delivered by Project Company to DOD under this Agreement will, as of the date of such Delivery, (i) conform, in all material respects, to the DOD Magnet Specifications, applicable Quality Characteristics and the terms of the applicable Production Request; (ii) be free from defects in design, materials and workmanship and (iii) comply, in all material respects, with applicable Law. Without prejudice to the foregoing, Project Company shall operate the Commercial Plant in accordance with good and generally accepted mining and manufacturing practices, and applicable Law.

4.2 Title; Risk of Loss. Upon Delivery, DOD shall receive all right, title, and interest in and to the Magnets, free and clear of any lien or encumbrance, and be obligated to pay Project Company according to the terms of Section 6.1. Project Company shall be deemed to be in exclusive custody and control of (and shall have sole risk of loss for) all Magnets prior to the Delivery thereof to the Magnet Delivery Point, and DOD shall be deemed to be in exclusive custody and control of (and shall have sole risk of loss for) all Magnets immediately after the time they are Delivered to the Magnet Delivery Point.

4.3 Failure by DOD to Accept Delivery of Magnets. If DOD fails to accept all or a portion of any Delivery of Offered Magnets, and such failure to accept (a) is not the result of Project Company's Delivery of Non-Conforming Magnets, as described in Section 5.1, (b) is not the result of DOD's exercise of its remedies pursuant to and in accordance with Section 8.4, or (c) is not excused due to the occurrence and continued duration of a Force Majeure Event with respect to which DOD has complied with each of the requirements set forth in Article 11 (such failure a "Purchase Failure"), then DOD shall pay Project Company, within the later of (i) ninety (90) days following the date payment would otherwise be due with respect to the delivery or

deliveries of Magnets for which such Purchase Failure occurred and (ii) forty-five (45) days after the receipt of Project Company's delivery of a notice of such Purchase Failure, an amount equal to the Resale Damages. DOD and Project Company have discussed and reviewed the nature and extent of the damages that Project Company is likely to incur due to a Purchase Failure and based on the foregoing Resale Damages as agreed to by the Parties and set forth herein are based upon a reasonable approximation of Project Company's damages in such event, constitute agreed and liquidated damages, and are not a penalty. For the avoidance of doubt, if DOD pays for the Resale Damages as set forth herein then DOD will not be in breach of this Agreement as a result of any failure to accept Delivery of any Offered Magnets.

ARTICLE 5
MAGNET SPECIFICATIONS AND QUALITY; AUDIT RIGHTS; REMEDIATION

5.1 Non-Conforming Magnets.

5.1.1 Any Magnets Delivered by Project Company that do not meet or exceed the DOD Magnet Specifications (as determined in accordance Section 3.3) shall be deemed to be "Non-Conforming Magnets." If Project Company tenders to DOD any Non-Conforming Magnets, DOD shall in its sole discretion elect either to:

(a) refuse to accept Delivery of such Non-Conforming Magnets (in which event (i) DOD shall notify Project Company of such election promptly thereafter and in any event within 45 days of Delivery in accordance with Section 5.3.1 and (ii) Project Company shall endeavor diligently to sell such Non-Conforming Magnets as Syndicated Magnets to Third Party Purchasers to the extent practicable);

(b) require Project Company, at Project Company's sole cost, to replace the Non-Conforming Magnets (to the extent of available Production capacity);

(c) direct such Non-Conforming Magnets to be utilized as Syndicated Magnets; or

(d) accept the Non-Conforming Magnets and remit payment as specified in Section 6.1.

5.1.2 In the event DOD refuses Delivery of Non-Conforming Magnets, title of such Non-Conforming Magnets shall remain with Project Company.

5.1.3 Project Company shall use commercially reasonable efforts to improve its quality program, processes and procedures to avoid repetitive instances of the Production of Non-Conforming Magnets.

5.2 Testing Procedures. Following the Effective Date, Project Company and DOD shall cooperate in good faith to determine the weighing, sampling and analysis procedures (the “Testing Procedures”) to be adopted in respect of Magnets to be delivered by Project Company to DOD on and from the Commercial Operation Date. Such Testing Procedures shall include: a procedure for weighing Magnets Delivered, the taking and testing of representative samples from each delivery of Magnets and analysis of the Magnets to determine the chemical assays. The Testing Procedures shall provide that a representative of DOD approved by Project Company has the right to be present to witness the weighing, sampling and analysis performed. Project Company shall provide the proposed Testing Procedures for the Magnets to be produced at the Commercial Plant no later than one hundred and eighty (180) days following the date the DOD Magnet Specifications are agreed pursuant to Section 3.3. Upon receipt of such proposed Testing Procedures, DOD shall review the same and, as soon as reasonably practicable, and in no event later than ninety (90) days after receipt of Project Company’s proposed Testing Procedures, either (i) accept Project Company’s proposed Testing Procedures or (ii) propose alternative Testing Procedures. The Parties shall thereafter cooperate to mutually agree on the final Testing Procedures, and, if after working in good faith for ninety (90) days, the Parties are unable to mutually agree on the final Testing Procedures for the Magnets to be produced at the Commercial Plant have not been agreed at least 365 days prior to the anticipated Commercial Operation Date, all weighing, sampling and analysis of Magnets at the Magnet Delivery Point shall be undertaken in accordance with applicable standards issued by the International for Standardization Organization (ISO) from time to time.

5.3 Disputes Regarding Quality Characteristics.

5.3.1 In the event that DOD (i) refuses to accept Delivery of any Non-Conforming Magnets in accordance with Section 5.1.1(a) or (ii) disputes that any Delivered Magnets meet or exceed the applicable Quality Characteristics, DOD shall, within 45 days of the Delivery of such Magnets, deliver a written notice to Project Company (A) specifying in reasonable detail the basis upon which DOD is refusing to accept Delivery, the basis upon which DOD believes such Magnets constitute Non-Conforming Magnets or its basis for claiming that such Magnets failed to meet or exceed the applicable Quality Characteristics (as applicable); and (B) certifying that the applicable Magnets (x) were properly stored by DOD after Delivery and (y) have not, since Delivery, been modified, in any way, or incorporated or attempted to be incorporated into any other product (the “Non-Conformation Notice”). In the event that DOD delivers a Non-Conformation Notice and Project Company disputes DOD’s basis for refusing delivery, deeming such Magnets to be Non-Conforming Magnets or failing to meet or exceed the applicable Quality Characteristics (a “Quality Dispute”), the dispute resolution provisions set forth in Section 5.3.2 and Section 5.3.3 shall apply. If DOD fails to deliver a Non-Conformation Notice within 45 days of the Delivery of an applicable Magnet, DOD shall be deemed to have irrevocably waived its right to deliver a Non-Conformation Notice or bring any other claims against Project Company in respect thereto. If the disputed Magnets are found to meet or exceed the Quality Characteristics, the costs of such dispute resolution and storage shall be paid by DOD and DOD shall take prompt delivery of the disputed Magnets and remit payment (including interest calculated in accordance with Section 6.7) in accordance with Article 6. If the disputed Magnets are found to fall below the Quality Characteristics, the costs of such dispute resolution and storage shall be paid by Project Company and Project Company shall be able to sell such Non-Conforming Magnets to any Third Party Purchaser (other than a Restricted Buyer) on commercially reasonable terms.

5.3.2 Within 45 days after DOD delivers the Non-Conformation Notice pursuant to Section 5.1, Project Company may deliver written notice (the “Quality Notice”) to DOD of any objections to such determination, and the basis therefor. Any Quality Notice shall specify in reasonable detail the reasons for Project Company’s disagreement with DOD’s determination as to the relevant Magnets. Except for such items that are specifically identified in a Quality Notice, the determination by DOD in respect of Non-Conforming Magnets shall be final, conclusive and binding upon the Parties. The failure of Project Company to deliver such Quality Notice within the prescribed time period will constitute Project Company’s irrevocable acceptance of DOD’s determination in respect of the Non-Conforming Magnets. If Project Company delivers a Quality Notice within the prescribed time period, then DOD and Project Company will use good faith efforts to resolve any disagreements as to whether or not the relevant Magnets are Non-Conforming Magnets and, to the extent any disagreements as to the items set forth in the Quality Notice are so resolved in writing, such written resolution shall be final, conclusive and binding upon the Parties.

5.3.3 If the Parties are unable to resolve any disagreement with respect to any item set forth in the Quality Notice (the “Unresolved Quality Items”), within 90 days following the delivery of any Quality Notice, then either Party may request to refer the Unresolved Quality Items to an independent expert who is mutually agreed by the Parties and who shall have appropriate experience in the field of rare earth magnetism (the “Magnetics Expert”). In the event the Parties cannot agree in good faith on a mutually satisfactory Magnetics Expert within 45 days after such request, the Parties may pursue their other rights and remedies under this Agreement, including by filing a legal action against the other Party hereto. If the Parties mutually agree on a Magnetics Expert, the Parties will jointly retain the Magnetics Expert and direct it to render a reasoned written report resolving the Unresolved Quality Items not later than 120 days after acceptance of its retention; provided that the failure of the Magnetics Expert to deliver its written report within such time period shall not constitute a defense or objection to the finality or enforcement of such written report. The Magnetics Expert shall act as an expert and not as an arbitrator. Promptly following its retention, the Magnetics Expert shall be given full access during normal business hours to the allegedly Non-Conforming Magnets that constitute Unresolved Quality Items. Within 45 days after the Magnetics Expert has been retained, the Parties may each make a written submission to the Magnetics Expert (and concurrently to the other Party) setting forth their respective positions in respect of the Unresolved Quality Items, and specific information, evidence and support for their respective positions as to the Unresolved Quality Items; provided that, in the case of Project Company, such submission shall not be inconsistent with its Quality Notice. Within 45 days after the expiration of the prescribed period, the Parties may submit to the Magnetics Expert (and concurrently to the other Party) a response to the other Party’s position on each Unresolved Quality Item. The Parties may not disclose to the Expert and the Expert may not consider for any purpose, any settlement offer(s) or offers to compromise made by or on behalf of the Parties during the negotiation period or otherwise, unless otherwise agreed by the other Party in writing. Neither Party shall have or conduct any communication, either written or oral, with the Magnetics Expert without the other Party either being present or receiving a concurrent copy of any written communication. The Parties, and their respective representatives, shall cooperate fully with the Magnetics Expert during its engagement and respond on a timely basis to all reasonable requests for information, testing of Magnets, or access to Magnets or

personnel made by the Magnetism Expert, all with the intent to fairly and in good faith resolve the Unresolved Quality Items, as promptly as reasonably practicable. The Magnetism Expert shall conduct its review and resolve the Unresolved Quality Items based solely on its independent review of the allegedly Non-Conforming Magnets, in light of the written submissions and responses submitted by the Parties. In resolving any Unresolved Quality Item, the Magnetism Expert (A)) shall be bound by the principles set forth in this Agreement, (B) shall limit its review to matters specifically set forth in the Quality Notice and determining whether the Unresolved Quality Items were correctly or incorrectly identified as Non-Conforming Magnets in accordance with the terms of this Agreement, and (C) shall disregard any settlement proposal or negotiation materials exchanged between the Parties with respect to the Unresolved Quality Items following the delivery of the Quality Notice. The Magnetism Expert's written report shall, absent manifest error or fraud, become final, conclusive and binding on the Parties; provided that such manifest error is promptly raised within five (5) Business Days of the Magnetism Expert issuing its written report and promptly resolved by the Magnetism Expert in its sole discretion.

5.4 Audit and Information Rights. Upon DOD's request after the Commercial Operation Date and during the Term, and not more than once in a calendar year, Project Company shall grant DOD reasonable access to Project Company's premises (including the Commercial Plant) and books and records solely for the purpose of auditing Project Company's compliance with the terms of this Agreement (including, without limitation, the calculation and allocation of costs, payments or charges, and the calculation of Production capacity at the Commercial Plant under this Agreement), the occurrence of milestones hereunder (e.g., the Commercial Operation Date or the Production Milestone Date), or inspecting or conducting an inventory of finished goods, work-in-process, raw materials and all work or other items to be provided pursuant to this Agreement that are located at Project Company's premises. Project Company will cooperate with DOD so as to facilitate DOD's audit, including by segregating and promptly producing such records as DOD may reasonably request, and otherwise making records and other materials accessible to DOD. Any such audit or inspection conducted by DOD or its representatives will not relieve Project Company of any liability under this Agreement or prejudice any rights or remedies available to DOD. Project Company shall maintain, during the Term and for a period of three (3) years after the Term, complete and accurate books and records and any other financial information in accordance with GAAP; provided that, unless expressly agreed between the Parties in writing, the foregoing shall not require Project Company to prepare any new books and records or other financial information that it would not otherwise prepare in the ordinary course consistent with its and its Affiliates' historical accounting practices, except as may be reasonably necessary to comply with its obligations under this Agreement (including with respect to the calculation of Production Costs, EBITDA or other amounts hereunder). In addition to the annual audit (if any), at DOD's reasonable request from time to time after the Commercial Operation Date and during the Term, Project Company shall provide to DOD all such information as DOD may reasonably deem necessary or appropriate for purposes of monitoring Project Company's ongoing compliance with the terms of this Agreement (including information of the type contemplated by this Section 5.4 in connection with audits), provided that (x) DOD may only make such requests during normal business hours, (y) such requests may not unreasonably interfere with the day-to-day operations of Project Company or MP and (z) such requests must be reasonably related to monitoring Project Company's ongoing compliance with the terms of this Agreement. Such information shall be provided electronically, or in such other form as DOD may reasonably request. Section 12.17.2 shall apply to any information provided pursuant to this Section 5.4.

5.5 Remediation Measures. In the event that Project Company is failing (a) to improve its quality program, processes and procedures to avoid repetitive instances of the Production of Non-Conforming Magnets to the satisfaction of DOD, or (b) to produce the number of Magnets ordered by DOD (or customers sourced by DOD) on the agreed timetables or at the agreed specifications, whether or not as a result of a Force Majeure Event (except to the extent caused by the material failure of the DOD to meet its material obligations in this Agreement, the Transaction Agreement or the other Transaction Documents), then, in any such case, Project Company shall provide DOD with any relevant information concerning such failures. DOD shall notify Project Company in the event of a failure as specified in clause (a) or clause (b), and Project Company shall promptly notify DOD of any failure or expected failure as specified in clause (b) (a "Remediation Notice"). Project Company shall take DOD's comments and concerns into due account in establishing a remediation plan (the "Remediation Plan") to address any such failures and shall deliver the Remediation Plan to DOD for approval (not to be unreasonably withheld, conditioned or delayed) within sixty (60) days after the Remediation Notice is delivered by or to DOD (as applicable); provided that, if DOD unreasonably withholds, conditions or delays approval of the Remediation Plan, Project Company may proceed with implementing the proposed Remediation Plan and shall be deemed to be in full compliance with this Section 5.5 to the extent it uses its reasonable best efforts to successfully complete such Remediation Plan. If (i) the Remediation Plan is not provided within such sixty (60) day period, (ii) implementation of the approved Remediation Plan is not commenced within the later of (x) ninety (90) days after the Remediation Notice is delivered and (y) thirty (30) days following DOD approval of the Remediation Plan, or (iii) the remediation steps set forth in the Remediation Plan are not completed within the timeframe set forth therein, then Project Company will consult with DOD and implement (within sixty (60) days following such consultation) such personnel changes and/or engagement of additional personnel or consultants, in each case, at Project Company as may be requested by DOD or other resources, as are reasonably required to properly prepare and/or implement the Remediation Plan. For the avoidance of doubt, in no event shall the personnel changes contemplated by clause (x) in the preceding sentence require MP to make any changes to MP's directors or executive officers or employees of MP with vice president (or equivalent) title or more senior (but may require Project Company to retain additional personnel at levels below executive officer).

5.6 Permits. DOD shall take all necessary DOD actions to facilitate that any and all permits, licenses or other approvals of a United States federal Governmental Authority that are necessary for the building, operationalizing and commissioning of the Commercial Plant, and the operation of the Commercial Plant following its commissioning, are obtained.

ARTICLE 6

PRICE AND PAYMENTS FOR MAGNETS

6.1 Price for Magnets. On the first day of each Calendar Quarter, the Offered Magnets to be acquired by DOD in such Calendar Quarter shall be purchased by DOD at a price (the "Quarterly Purchase Price Payments") equal to the aggregate Production Costs expected to be incurred by Project Company for the Quarterly DOD Magnet Production as calculated in accordance with this Agreement, and, in the case of the first Quarterly Purchase Price Payment, to the extent that the Commercial Operation Date occurs on a date other than the last day of the Calendar Quarter, such Quarterly Purchase Price Payment shall take into account Magnets produced during the period starting on the Commercial Operation Date and ending on the end of such Calendar Quarter.

6.2 Quarterly Payments. On the first day of each Calendar Quarter commencing after the Commercial Operation Date, DOD shall pay to Project Company an amount equal to 25% of the Threshold EBITDA Amount applicable for such calendar year (each, a "Magnet Facilitation Payment"); provided that, to the extent that the Commercial Operation Date occurs on a date other than the last day of the Calendar Quarter, then the first Magnet Facilitation Payment shall be increased to cover the period starting on the Commercial Operation Date and ending on the end of such Calendar Quarter in an amount equal to the applicable Threshold EBITDA Amount, *multiplied by* the quotient of (A) the number of days between the date that the Commercial Operation Date occurs and the end of the Calendar Quarter and (B) the number of days in such Calendar Quarter.

6.3 Annual True-Up Payment.

6.3.1 Promptly following the finalization of audited financial statements of MP and its consolidated subsidiaries for each calendar year during the term, and in any case within thirty (30) days following such finalization, Project Company shall deliver to DOD a statement (the "EBITDA Statement") setting forth (i) the tonnage of finished magnets produced at the Commercial Plant (not including Non-Conforming Magnets) in such calendar year, and the Threshold EBITDA Amount based on such Production, (ii) the actual amount of EBITDA attributable to Project Company generated by the Total Annual Magnet Production at the Commercial Plant (the "Annual EBITDA Amount"), (iii) the actual Production Costs incurred by Project Company for the Production and Delivery of the Offered Magnets to DOD in such calendar year (the "Annual Costs"), (iv) the aggregate amount of all Quarterly Purchase Price Payments made by DOD to Project Company during such preceding calendar year (the "Annual Purchase Price Payment Amount"), (v) the aggregate amount of all Magnet Facilitation Payments made by DOD to Project Company during such preceding calendar year, (vi) the number of Syndicated Magnets sold by Project Company during such preceding calendar year (the "Syndicated Magnet Number") and (vii) the aggregate amounts paid or payable to Project Company for Syndicated Magnet delivered during such calendar year. The EBITDA Statement (and all components thereof) shall (A) be prepared by Project Company in good faith and in accordance with the terms of this Agreement (including Schedule 1.01) and GAAP (to the extent not inconsistent with Schedule 1.01), and (B) set forth reasonable supporting detail regarding the calculations of each item set forth therein for such preceding calendar year, including any supporting schedules, analyses, working papers and other documentation used in the preparation thereof.

6.3.2 Within one hundred twenty (120) days after Project Company's delivery of the EBITDA Statement to DOD, DOD may deliver written notice (the "Protest Notice") to Project Company of any objections, and the basis therefor, which DOD may have to the EBITDA Statement. Any Protest Notice shall specify in reasonable detail the nature of any disagreement so asserted.

Except for such items that are specifically disputed in the Protest Notice, the amounts set forth on the EBITDA Statement shall be final, conclusive and binding upon the Parties. The failure of DOD to deliver such Protest Notice within the prescribed time period will constitute DOD's irrevocable acceptance of the applicable EBITDA Statement prepared and delivered by Project Company. If DOD delivers a Protest Notice within the prescribed time period, then DOD and Project Company will use good faith efforts to resolve any disagreements as to the computation of the amounts set forth in such EBITDA Statement and, to the extent any disagreements as to the items set forth in the Protest Notice are so resolved in writing, the EBITDA Statement, as revised in writing to incorporate such changes as have been agreed to by the Parties, shall be final, conclusive and binding upon the Parties.

6.3.3 If the Parties are unable to resolve any disagreement with respect to any item set forth in the Protest Notice (the "Unresolved Items"), within sixty (60) days following the delivery of any Protest Notice, then either Party may refer the Unresolved Items to an independent "Big 4" accounting firm agreed upon by the Parties (the "Expert"). The Parties will jointly retain the Expert and direct it to render a reasoned written report resolving the Unresolved Items not later than seventy-five (75) days after acceptance of its retention; provided that the failure of the Expert to deliver its written report within such time period shall not constitute a defense or objection to the finality or enforcement of such written report. The Expert shall act as an expert and not as an arbitrator. Within thirty (30) days after the Expert has been retained, the Parties shall each make a written submission to the Expert (and concurrently to the other Party) setting forth their respective computations of the Unresolved Items, and specific information, evidence and support for their respective positions as to the Unresolved Items; provided that such computations of the Unresolved Items shall not be different from the computations of the Unresolved Items in the Protest Notice. Within twenty (20) days after the expiration of such thirty (30) day period, the Parties may submit to the Expert (and concurrently to the other Party) a response to the other Party's position on each Unresolved Item. The Parties may not disclose to the Expert and the Expert may not consider for any purpose, any settlement offer(s) or offers to compromise made by or on behalf of the Parties during the negotiation period or otherwise, unless otherwise agreed by the other Party in writing. Neither Party shall have or conduct any communication, either written or oral, with the Expert without the other Party either being present or receiving a concurrent copy of any written communication. The Parties, and their respective representatives, shall cooperate fully with the Expert during its engagement and respond on a timely basis to all reasonable requests for information or access to documents or personnel made by the Expert, all with the intent to fairly and in good faith resolve the Unresolved Items, as promptly as reasonably practicable. The Expert shall conduct its review and resolve the Unresolved Items based solely on the written submission and responses submitted by the Parties (and not by independent review). In resolving any Unresolved Item, the Expert (A) may not assign a value to any particular item greater than the greatest value for such item claimed by either Party, or less than the lowest value for such item claimed by either Party, in each case as presented to the Expert, (B) shall be bound by the principles set forth in this Agreement, (C) shall limit its review to matters specifically set forth in the Protest Notice and determining whether the Unresolved Items were calculated in accordance with the terms of this Agreement, and (D) shall disregard any settlement proposal or negotiation materials exchanged between the Parties with respect to the Unresolved Item following the delivery of the Protest Notice. The Expert's written report shall, absent manifest error or fraud, become final, conclusive and binding on the Parties; provided that such manifest error is promptly raised within five (5) Business Days of the Expert issuing its written

report and promptly resolved by the Expert in its sole discretion. The fees and expenses of the Expert shall be apportioned between Project Company, on the one hand, and DOD, on the other hand, based upon inverse proportion of the disputed amounts resolved in favor of such Party (i.e., so that the prevailing Party bears a lesser amount of such fees and expenses), as determined by the Expert and set forth in the report of such Expert; provided that, initially, any retainer charged by the Expert shall be shared equally between the Parties (subject to reconciliation in connection with and pursuant to the foregoing provisions relating to apportionment of Expert fees and expenses).

6.3.4 Within thirty (30) days following the final determination of the Annual Costs and Annual EBITDA Amount, the Parties shall make payments as follows (provided that in the event that a Protest Notice is delivered pursuant to Section 6.3.2 then any undisputed amount of such payment shall be made within thirty (30) days following the delivery of such Protest Notice and the remainder of such payment shall be made within thirty (30) days following the final determination of the Annual Costs and Annual EBITDA Amount pursuant to Section 6.3.2 and Section 6.3.3):

(a) Production Cost True-Up.

(i) In the event that the Annual Purchase Price Payment Amount for such preceding calendar year is less than the Annual Costs for such preceding calendar year, DOD shall make a payment to Project Company in an amount equal to the shortfall between the Annual Purchase Price Payment Amount and the Annual Costs;

(ii) In the event that the Annual Purchase Price Payment Amount for such preceding calendar year is greater than the Annual Costs for such preceding calendar year, Project Company shall make a payment to DOD in an amount equal to the shortfall between the Annual Costs and the Annual Purchase Price Payment Amount;

(b) EBITDA True-Up.

(i) In the event that the Annual EBITDA Amount (after giving effect to any Production Cost true-up in Section 6.3.4(a)) for such preceding calendar year is less than the Threshold EBITDA Amount for such preceding calendar year, DOD shall make a payment to Project Company in an amount equal to the shortfall between the Annual EBITDA Amount and the Threshold EBITDA Amount; and

(ii) In the event that the Annual EBITDA Amount for such preceding calendar year is greater than the Threshold EBITDA Amount for such preceding calendar year and the Syndicated Magnet Number for such preceding calendar year is greater than zero (0), Project Company shall make a payment to DOD in an amount equal to the EBITDA Excess Amount for such preceding calendar year.

6.3.5 The amounts to be paid pursuant to clauses (a) – (b) of Section 6.3.4 will be netted so that only one Party is required to make a payment for each such calendar year pursuant to Section 6.3.4.

6.3.6 In connection with Project Company's accounting for the sale of Magnets produced at the Commercial Plant, Project Company agrees that any overhead costs will be allocated only to the extent permitted by, and in accordance with, the definition of EBITDA in this Agreement and GAAP (to the extent not inconsistent with the definition of EBITDA).

6.4 Other Payments; Uncapitalized Costs.

6.4.1 During each Calendar Quarter from the date of this Agreement until the Commercial Operation Date, Project Company shall calculate, with respect to such Calendar Quarter, (i) the amount of any costs reasonably incurred that are related to engineering, development and start up of the Commercial Plant, (ii) any other costs reasonably incurred that are related to the construction and commissioning of the Commercial Plant that are not permitted to be capitalized under GAAP and (iii) reasonably incurred engineering, design or testing costs in respect of designing Magnets for Production that comply with DOD's then-current Quality Characteristics ((i)-(iii), collectively, the "Uncapitalized Costs"), and provide an invoice setting forth such Uncapitalized Costs to DOD. No later than sixty (60) days following receipt of such invoice from Project Company, DOD shall make a payment equal to the Uncapitalized Costs set forth in such invoice; provided that in no event shall the aggregate amount of such quarterly payments that are payable by DOD exceed \$30 million in respect of any calendar year. Notwithstanding any of the foregoing: (i) Uncapitalized Costs will only include incremental (including as a result of a change to an employee's day-to-day scope of work) costs for (a) the Commercial Plant and/or (b) incremental engineering, design, or testing costs for designing Magnets for DOD's then current Quality Characteristic; (ii) Uncapitalized Costs will not include any expenses taken (or that were expected to be taken) in connection with the initial construction, development, commissioning or start-up of the Commercial Plant; (iii) any expense that would be added back to EBITDA in accordance with the definition of EBITDA in Schedule 1.01 will also be removed from the calculation of Uncapitalized Costs; and (iv) costs incurred at Independence will be included as Uncapitalized Costs only to the extent they represent incremental (including as a result of a change to an employee's day-to-day scope of work) engineering, design, or testing costs for designing Magnets for DOD's then current Quality Characteristics (and no costs will be included as Uncapitalized Costs if they are related exclusively to Independence).

6.4.2 Promptly following the finalization of audited financial statements of MP and its consolidated subsidiaries for each calendar year during the term, and in any case within thirty (30) days following such finalization, Project Company shall deliver to DOD a statement (the "Uncapitalized Costs Statement") setting forth the total amount of its Uncapitalized Costs for such calendar year (the "Annual Uncapitalized Costs"). The Uncapitalized Costs Statement (and in reasonable detail the components thereof) shall (A) be prepared by Project Company in good faith and in accordance with the terms of this Agreement and GAAP, and (B) set forth reasonable supporting detail regarding the calculations of each item set forth therein for such preceding calendar year, including any supporting schedules, analyses, working papers and other documentation used in the preparation thereof.

6.4.3 Within one hundred twenty (120) days after Project Company's delivery of the Uncapitalized Costs Statement to DOD, DOD may deliver written notice (the "Costs Protest Notice") to Project Company of any objections, and the basis therefor, which DOD may have to the Uncapitalized Costs Statement. Any Costs Protest Notice shall specify in reasonable detail the nature

of any disagreement so asserted. Except for such items that are specifically disputed in the Costs Protest Notice, the amounts set forth on the Uncapitalized Costs Statement shall be final, conclusive and binding upon the Parties. The failure of DOD to deliver such Costs Protest Notice within the prescribed time period will constitute DOD's irrevocable acceptance of the applicable Uncapitalized Costs Statement prepared and delivered by Project Company. If DOD delivers a Protest Notice within the prescribed time period, then DOD and Project Company will use good faith efforts to resolve any disagreements as to the computation of the amounts set forth in such Uncapitalized Costs Statement and, to the extent any disagreements as to the items set forth in the Costs Protest Notice are so resolved in writing, the Uncapitalized Costs Statement, as revised in writing to incorporate such changes as have been agreed to by the Parties, shall be final, conclusive and binding upon the Parties.

6.4.4 If the Parties are unable to resolve any disagreement with respect to any item set forth in the Protest Notice (the "Unresolved Costs Items"), within sixty (60) days following the delivery of any Costs Protest Notice, then either Party may refer the Unresolved Costs Items to an Expert (as defined in Section 6.3.3), and such Expert shall be engaged to resolve such Unresolved Costs Items in accordance with the provisions set forth in Section 6.3.3, of which shall apply mutatis mutandis to disputes in respect of Unresolved Costs Items.

6.4.5 Within thirty (30) days following the final determination of the Annual Uncapitalized Costs, the Parties shall make payments as follows (provided that in the event that a Costs Protest Notice is delivered pursuant to Section 6.4.3 then any undisputed amount of such payment shall be made within thirty (30) days following the delivery of such Costs Protest Notice and the remainder of such payment shall be made within thirty (30) days following the final determination of the Annual Uncapitalized Costs:

(a) In the event that the Annual Uncapitalized Costs for such preceding calendar year are greater than the sum of the amounts paid by DOD pursuant to this Section 6.4 for such preceding calendar year, DOD shall make a payment to Project Company in an amount equal to the shortfall between the Annual Uncapitalized Costs and such previously paid amounts; provided that in no event shall DOD be required to pay more than \$30 million in Annual Uncapitalized Costs respect of any calendar year.

(b) In the event that the Annual Uncapitalized Costs for such preceding calendar year are less than the sum of the amounts paid by DOD pursuant to this Section 6.4 for such preceding calendar year, Project Company shall make a payment to DOD in an amount equal to the excess of such previously paid amounts over the Annual Uncapitalized Costs.

6.5 Additional Payment Matters. Each Party shall make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any undisputed amounts not paid by the due date shall be deemed delinquent and shall accrue interest at the Late Payment Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full. At the request of DOD, Project Company shall, in lieu of making payment hereunder by electronic funds transfer or otherwise, credit the relevant payment amount to DOD for offset against future payment obligations of DOD to Project Company hereunder; provided that no such offset shall be effected on the books and records of Project Company in the absence of written authorization from DOD.

6.6 Sales Tax on Magnets. Project Company shall be responsible for all transfer fees, severance, excise, sales and use, energy, or similar taxes and fees ("Sales Tax") imposed upon or incurred in connection with the purchase and sale of the Offered Magnets hereunder, whether imposed on DOD or Project Company. If DOD is required by Law to remit or pay any Sales Tax, Project Company shall reimburse DOD for such taxes promptly following receipt of notice and evidence of such tax and its payment from DOD. Notwithstanding the foregoing, the Parties shall cooperate to minimize any Sales Tax, including by providing exemption certificates and any necessary documentation thereof.

6.7 Interest on Late Payment. A late payment charge shall accrue on any late payment as specified herein at the lesser of (a) the applicable rates determined by the Secretary of the Treasury pursuant to the Prompt Payment Act, 31 U.S.C. Section 3902, and (b) the maximum rate permitted by applicable Law in transactions involving entities having the same characteristics as the Parties (the "Late Payment Rate").

6.8 DOD Funding.

6.8.1 Except as set forth in Section 5.02(a) of the Transaction Agreement, appropriated funds are not presently available to fund DOD's obligations under this Agreement. To the extent that appropriated funds do not become available to fund the obligations of DOD under this Agreement, DOD will use its reasonable best efforts to request and obtain such additional appropriations as are needed from the Congress of the United States in order to fund such obligations. DOD's reasonable best efforts will include, as applicable, (i) ensuring that projected expenditures under this Agreement for Fiscal Year 2026 and each Fiscal Year thereafter are fully accounted for in its annual budget request to Congress; (ii) utilizing its available statutory transfer authority in each Fiscal Year to reprogram funds appropriated for other purposes of the DOD; and (iii) if necessary, seeking supplemental appropriations from Congress specifically for projected expenditures under this Agreement. To the extent that, despite DOD's reasonable best efforts under this Section 6.8.1, appropriated funds do not become available to make expenditures under this Agreement as they become due, DOD will use its reasonable best efforts to obtain other Executive Branch department and agency support ' and to use the authorities described in Section 5.02 (b) of the Transaction Agreement to facilitate such expenditures.

6.8.2 Project Company and its Affiliates shall promptly provide all information and cooperation that DOD reasonably requests to support DOD's performance of its obligations under this Section 6.8.

6.8.3 On the first day of each U.S. Government Fiscal Year (Beginning October each calendar year), DOD shall notify Project Company that DOD funding is appropriated or otherwise authorized to be provided to Project Company for that Fiscal Year in an amount sufficient to satisfy all projected DOD expenditures under this Agreement. To the extent such funding is not available as of the first day of each U.S. Government Fiscal Year, DOD shall include in such notice the amount of any anticipated funding shortfall, as well as a description of additional steps DOD intends to take to secure additional available funds.

6.8.4 In the event that the funds addressed by each notice provided pursuant to Section 6.8.3 are later determined to be unavailable, whether through the actions of DOD, the United States Congress, or otherwise, DOD shall promptly notify Project Company of such changes in available funding; provided, however, that DOD shall have no obligation to notify Project Company to the extent DOD's authorized and appropriated funds remain sufficient to satisfy the DOD obligations under the Agreement for such Fiscal Year.

6.9 Recourse.

6.9.1 In the event of a DOD Event of Default, Project Company shall be entitled to pursue any and all remedies or damages available at Law or equity, including (A) to the maximum extent permitted by Law or equity, interest and lost profits; provided that any damages in respect of lost profits shall be limited to those expressly set forth in and permitted by Section 9.01(c)(iii) of the Transaction Agreement, and (B) excluding, in all cases, any other consequential damages. For the avoidance of doubt, DOD will also be responsible from the date of the initial breach for Project Company's actual costs incurred, including the costs of pursuing remedies under this Agreement.

6.9.2 In the event DOD brings any claims for damages against Project Company under this Agreement, DOD shall be entitled to pursue any and all remedies or damages available at Law or equity, (A) including, to the maximum extent permitted by Law or equity, interest and, solely in the case of a willful and material breach of this Agreement by Project Company, "DOD Consequential Losses" (as defined in the Transaction Agreement); provided that any damages in respect of DOD Consequential Losses shall be limited to those expressly set forth in and permitted by Section 9.02(a)(v) of the Transaction Agreement, and (B) excluding, in all cases, any other consequential damages, it being understood and agreed that nothing in this Section 6.9 shall be construed to limit the United States Government's ability to initiate administrative proceedings or actions by the Department of Justice under its civil and criminal enforcement authorities.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of DOD. DOD hereby makes the following representations and warranties to Project Company as of the Effective Date, except for those representations and warranties that are expressly made as of a specific date, which such representations and warranties shall be deemed made as of such date:

7.1.1 DOD has the requisite power and authority, including through but not limited to 50 U.S.C. § 4533, and has made all requisite determinations related to such authority, to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

7.1.2 The execution, delivery and performance by DOD of this Agreement does not, and the consummation by DOD of the transactions contemplated hereby will not, (a) conflict with or result in a violation or breach of any term or provision of any Law; or (b) contravene or violate any provision of, or result in the termination or acceleration of, or entitle any party to accelerate any obligation under, or give any Person the right to terminate, seek damages or modify, any contract to which DOD is a party or by which DOD or its assets is bound;

7.1.3 The execution, delivery and performance by DOD of this Agreement has been duly authorized by all necessary action on the part of DOD. This Agreement (a) has been duly and validly executed and delivered by DOD and (b) constitutes (assuming the due execution and delivery thereof by Project Company, as applicable) valid and legally binding obligations of DOD, enforceable against DOD in accordance with their terms. No other action is required on the part of DOD to authorize or approve this Agreement, the performance of its obligations hereunder or thereunder or the consummation by DOD of the transactions contemplated hereby;

7.1.4 There is no pending, or to the best of DOD's knowledge, threatened action or proceeding which would materially and adversely affects its ability to perform its obligations under this Agreement;

7.1.5 DOD has no liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Project Company or any of its Affiliates could become liable or obliged;

7.1.6 DOD has confirmed with the Office of Management and Budget Office of the General Counsel that DOD is authorized to incur obligations under this Agreement in advance of appropriations. Consistent with Executive Order 14156, Declaring a National Emergency, 90 Fed Reg. 8433 (January 20, 2025) and Executive Order 14241, Immediate Measures to Increase American Mineral Production, 90 Fed. Reg. 13,673 (March 20, 2025), and separate determinations by the President with respect to accelerating domestic production capacity for refined rare earth elements and derivative products, DOD has determined that performance by Project Company and its Affiliates under this Agreement is necessary to ensure that DOD can continue certain activities that, if not continued, would present an emergency situation involving the safety of human life and the protection of property;

7.1.7 The Secretary of Defense for the United States has authority to enter into this Agreement. Within 30 days of the Effective Date, DOD shall notify MP and Project Company in writing of the delegation of authority of the Secretary of Defense for the United States of all actions relating to this Agreement to the officials of the level or position set forth in such notice.

7.2 Representations and Warranties of Project Company. Project Company hereby makes the following representations and warranties to DOD as of the Effective Date, except for those representations and warranties that are expressly made as of a specific date, which such representations and warranties shall be deemed made as of such date:

7.2.1 Project Company is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Delaware, with all requisite limited liability company power and authority required to carry on its business as it is currently being conducted. Project Company is duly qualified or licensed to do business and is in good standing in each jurisdiction in which such qualification or licensing is required; Project Company is a direct wholly owned subsidiary of MP.

7.2.2 The execution, delivery and performance by Project Company of this Agreement does not, and the consummation by Project Company of the transactions contemplated hereby and thereby will not, (a) contravene or violate any provision of the Organizational Documents of Project Company; (b) conflict with or result in a violation or breach of any term or provision of any Law (assuming the due authorization, execution and delivery thereof by DOD); or (c) contravene or violate any provision of, or result in the termination or acceleration of, or entitle any party to accelerate any obligation under, or give any person the right to terminate or modify, any contract to which Project Company is a party or by which Project Company is bound;

7.2.3 Project Company has full power and authority to enter into this Agreement to which it is a party, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Project Company of this Agreement has been duly authorized by all necessary action on the part of Project Company. This Agreement (a) has been duly and validly executed and delivered by Project Company and (b) constitutes (assuming the due authorization, execution and delivery thereof by DOD) valid and legally binding obligations of Project Company, enforceable against Project Company in accordance with their terms. No other action is required on the part of Project Company to authorize or approve this Agreement, the performance of its obligations hereunder or thereunder or the consummation by Project Company of the transactions contemplated hereby;

7.2.4 Project Company has no liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which DOD or any of its Affiliates could become liable or obliged; and

7.2.5 There is no bankruptcy, reorganization or insolvency proceeding pending, being contemplated by or, to Project Company's knowledge, threatened in writing against Project Company, and, to Project Company's knowledge, no facts, conditions or circumstances exist that would permit one or more Persons to bring an involuntary bankruptcy proceeding against Project Company.

7.3 **No Other Representations and Warranties.** Except for the representations and warranties of a Party expressly set forth in (x) this Article 7, (y) the Transaction Agreement or (z) the other Transaction Documents, neither Party nor any of its respective Representatives has made or is making any express or implied representation or warranty of any nature to the other Party, at Law or in equity, including with respect to matters relating to such Party or any other matter related to or in connection with the transactions contemplated by this Agreement, the Transaction Agreement or the other Transaction Documents, and such Party hereby expressly disclaims reliance on any such other representations or warranties (including as to the accuracy or completeness of any information provided to the other Party). Without limiting the generality of the foregoing, except for the representations and warranties of a Party expressly set forth in (x) this Article 7, (y) the Transaction Agreement or (z) the other Transaction Documents, neither Party

nor any other Person has made, is authorized to make, shall be deemed to have made or is making any representation or warranty with respect to (i) any projections, estimates or budgets that may be delivered to or made available to the other Party or any of its Representatives of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of Project Company or the future business, facilities and operations of Project Company or (ii) other information or documents not expressly set forth in this Article 7, but made available to the other Party or any of its Representatives with respect to Project Company or its businesses, facilities or operations (including as to the accuracy or completeness of any such information or documents), including, without limitation, any due diligence materials provided to the other Party or any of its Representatives, any presentation with respect to the business and affairs of Project Company by the management of MP or others in connection with this Agreement, the Transaction Agreement or the other Transaction Documents or the transactions contemplated hereby and thereby and no statement contained in any of such materials or made in any such presentation shall be deemed a representation or warranty hereunder or otherwise or deemed to be relied upon by DOD or any of its Representatives in executing, delivering and performing this Agreement, the Transaction Agreement or the other Transaction Documents and consummating the transactions contemplated hereby and thereby.

ARTICLE 8

EVENTS OF DEFAULT AND REMEDIES

8.1 DOD Events of Default. Each of the following events, acts, occurrences or conditions shall constitute an “DOD Event of Default”:

8.1.1 DOD fails to accept Delivery of the Offered Magnets in any calendar year without paying the Resale Damages for such Offered Magnets to Project Company and such failure continues for at least sixty (60) days following the date that such Resale Damages become due in accordance with Section 4.3;

8.1.2 DOD fails to pay when due any undisputed amounts required to be paid to Project Company under this Agreement and such failure continues for sixty (60) days following the date such amounts become due;

8.1.3 Any DOD representation and warranty set forth in Section 7.1 proves to have been false or misleading in any material respect when made and such misrepresentation would have a material adverse effect on DOD’s ability to perform its material obligations under this Agreement;

8.1.4 Any change in applicable Law or action by a Governmental Authority, that remains outstanding for at least sixty (60) days, that makes it illegal for DOD to be a party to this Agreement or otherwise prevents or prohibits DOD from complying with its obligations hereunder; or

8.1.5 DOD materially breaches the terms of this Agreement or fails to perform any of its material obligations hereunder, in each case, if not cured in all material respects within one hundred twenty (120) days of such breach or failure to perform.

8.2 Project Company Remedies upon an DOD Event of Default.

8.2.1 If a DOD Event of Default continues after all applicable notice and cure periods have expired, Project Company shall have the right (but not an obligation) to take any of the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Project Company may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Project Company (including any of Project Company's remedies set forth in Section 4.3):

(a) Sell Magnets to Third Party Purchasers (who are not Restricted Buyers) on, and subject to, terms consistent with those set forth herein;

(b) in the event of a DOD Event of Default as to any undisputed payment pursuant to Section 8.1.1 or Section 8.1.2 that is not cured or remedied within forty-five (45) days after Project Company delivers written notice of the occurrence of such DOD Event of Default, suspend performance of Project Company's obligations hereunder until such DOD Event of Default is cured;

(c) only if such DOD Event of Default has continued for at least sixty (60) consecutive days, terminate this Agreement by providing DOD not less than sixty (60) days' prior written notice of such termination; and

(d) exercise any other right or remedy available to Project Company under this Agreement or at Law or in equity, including damages, arising from or relating to the DOD Event of Default or to enforce the provisions of this Agreement.

8.2.2 Project Company's rights and remedies under this Section 8.2 and Section 6.9 are in addition to any and all rights and remedies that Project Company or MP has under any of the other Transaction Documents, whether or not any such other Transaction Documents are deemed unenforceable or invalid, none of which shall be construed to limit any other rights or remedies Project Company may have at Law or in equity.

8.3 Project Company Events of Default. Each of the following events, acts, occurrences or conditions shall constitute a "Project Company Event of Default":

8.3.1 Project Company fails to pay when due any undisputed amounts required to be paid to DOD under this Agreement and such failure continues for sixty (60) days following the date such amounts become due;

8.3.2 Project Company is subject to an Insolvency Event;

8.3.3 Any Project Company representation and warranty set forth in Section 7.2 proves to have been false or misleading in any material respect when made and such misrepresentation would have a material adverse effect on Project Company's ability to perform its material obligations under this Agreement; or

8.3.4 Project Company materially breaches the terms of this Agreement or fails to perform any of its material obligations hereunder, in each case, if not cured in all material respects within one hundred twenty (120) days of such breach or failure to perform; provided that if such material breach or failure to perform relates to the Production of Magnets by Project Company at the Commercial Plant, DOD shall notify Project Company by delivering a Remediation Notice as contemplated by Section 5.4 Project Company shall take DOD's comments and concerns regarding the production of Magnets into due account in establishing a Remediation Plan, and the provisions of Section 5.4 shall apply mutatis mutandis to the approval and implementation of such Remediation Plan by the Parties. To the extent a Remediation Plan cannot be implemented to the reasonable satisfaction of DOD within ninety (90) days following the timeframe set forth therein, then a Project Company Event of Default shall be deemed to have occurred absent Project Company being the Affected Party of a Force Majeure that occurs during the performance of the Remediation Plan, that delays or excuses performance in accordance with Section 11.4 in respect of the Remediation Plan on the timeline agreed with DOD.

8.3.5 DOD's rights and remedies under this Section 8.3 and Section 6.9 are in addition to any and all rights and remedies that DOD has under any of the other Transaction Documents, whether or not any such other Transaction Documents are deemed unenforceable or invalid, none of which shall be construed to limit any other rights or remedies Project Company may have at Law or in equity.

8.4 DOD's Remedies upon a Project Company Event of Default.

8.4.1 If a Project Company Event of Default continues after all applicable notice and cure periods have expired, DOD shall have the right (but not an obligation) to take any of the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as DOD may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of DOD:

(a) in the event of a Project Company Event of Default pursuant to Section 8.3.1 that is not cured or remedied within forty-five (45) days after DOD delivers written notice of the occurrence of such Project Company Event of Default (or such longer period as may be provided in Section 8.3), suspend performance of DOD obligations hereunder until such Project Company Event of Default is cured;

(b) only if such Project Company Event of Default has continued for at least ninety (90) consecutive days, terminate this Agreement by providing Project Company not less than ninety (90) days' prior written notice of such termination;

(c) seek to obtain specific performance or any other form of equitable relief in accordance with Section 12.5; and

(d) exercise any other right or remedy available to DOD under this Agreement or at Law or in equity, including damages, arising from or relating to Project Company Event of Default or to enforce the provisions of this Agreement.

ARTICLE 9

LIMITATION OF LIABILITY

9.1 Reserved.

9.2 Indemnification. Project Company shall indemnify, defend and hold harmless DOD (the “Indemnified Party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or reasonable and documented out of pocket expenses, including reasonable and documented attorneys’ fees, the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by the Indemnified Party, relating to or resulting from any third-party claim arising from (a) death, personal injury or property damage arising from the operation of the Commercial Plant; (b) Project Company’s fraud, gross negligence or willful misconduct; or (c) allegations that the Magnets or the design or production of the Magnets infringes the intellectual property rights of a third party (each, an “Indemnified Matters”); provided, however, that, Project Company has no obligations under Section 9.2(c), to the extent such claims arise solely out of any DOD Magnet Specifications; and further provided, however, that Project Company shall have no obligations under this Section 9.2 should DOD fail to assert, or fail to take all measures necessary and appropriate to enable Project Company to assert on its behalf, any applicable claim or defense including, but not limited to, those available exclusively to DOD as an agency and instrumentality of the United States Government. Any payments made by Project Company pursuant to this Section 9.2 shall be net of any insurance proceeds actually received by the Indemnified Party in connection with such Indemnified Matter.

ARTICLE 10

ASSIGNMENT

10.1 Assignment by Project Company. Except as expressly set forth herein, Project Company may not assign this Agreement, in whole or in part, including assignment by operation of Law or by way of merger, sale or acquisition of Project Company’s assets or business, to any Person without the prior written Consent of DOD. Notwithstanding the foregoing, DOD’s Consent shall not be required for Project Company to (a) assign this Agreement and/or any of its rights and/or obligations hereunder, in whole or in part, to an Affiliate wholly-owned by MP or (b) pledge or assign this Agreement as security in connection with any financing arrangement entered into by Project Company or any of its Affiliates in connection with the construction, development, commissioning and/or start-up of the Commercial Plant; provided that any such assignment shall not affect Project Company’s obligations hereunder.

10.2 Assignment by DOD. Except as expressly set forth herein, DOD may not assign this Agreement and/or transfer any of its rights and/or obligations hereunder, in whole or in part, to any Person without the prior written Consent of Project Company (which Consent shall not be unreasonably conditioned, withheld or delayed).

10.3 Prohibited Assignments. Any purported assignment of this Agreement not in compliance with the provisions of this Article 10 shall be null and void.

ARTICLE 11

FORCE MAJEURE

11.1 Definition of Force Majeure.

11.1.1 Subject to Section 11.1.2, a “Force Majeure Event” means, in relation to a Party, any occurrence, condition, situation or threat thereof that (i) was not within the control of the Party claiming its occurrence; (ii) could not have been prevented or avoided by such Party through the exercise of reasonable diligence; and (iii) directly or indirectly prohibits or prevents such Party from performing its obligations under this Agreement, including, to the extent consistent with the foregoing, any of the following events:

(a) fire, explosion, flood, atmospheric disturbance, lightning, storm, typhoon, hurricane, tidal wave, tornado, earthquake, landslide, soil erosion, subsidence, washout or epidemic or other natural disaster;

(b) acts of war (whether declared or undeclared), terrorism or threat thereof, riot, civil war, blockade, insurrection, sabotage, act of public enemies, civil disturbance, strike, lockout or other industrial disturbance;

(c) acts or omissions of Governmental Authority that are not related to any wrongdoing by the Party claiming to be affected by such event (or by such Party’s Affiliates), including any Law, litigation brought by or on behalf of a Governmental Authority and mandated quarantines or shut-downs;

(d) shutdown of banking operations or other crisis affecting the banking industry, in either case that makes payment impossible for a continuous period of at least five (5) days;

(e) failure of any supplier or contractor to supply materials or equipment or spare parts or provide services (or a delay or error on the part of any such Person in supplying materials or providing services), including inability to obtain the necessary amounts of feedstock to produce Magnets, a failure of any electric energy provider, such as a public electric utility, to supply electric energy, only if and to the extent that the actual event giving rise to such failure would independently be considered a Force Majeure Event; provided that DOD shall not be permitted to claim a Force Majeure Event under this clause (f) as a result of the failure to obtain heavy rare earth elements if DOD has breached its obligations under Section 6.06(a) of the Transaction Agreement;

(f) inability of the Party affected by such event to obtain sufficient fuel, utilities, equipment, transportation or materials, in each case, unless resulting from the negligence of such affected Party; and

(g) failure of facilities, including failures resulting from fires, washouts, mechanical breakdowns of, malfunctions of, or necessities for making repairs or alterations to, furnaces, reactors, plant installations, machinery, lines of pipe, pumps, compressors, valves, gauges or any of the equipment therein or thereon, wires and all related electrical equipment, and any electrical generators including, as applicable, facilities, pipelines and storage facilities and blowout or failure of any well to function, in each case for a period of at least thirty (30) days and where such failure was not the result of the affected Party's gross negligence.

11.1.2 Under no circumstances shall a Force Majeure Event include (a) any occurrence or event that merely increases the costs or causes an economic hardship to a Party; (b) any occurrence or event to the extent caused by or materially contributed to by the Party claiming the Force Majeure Event; (c) late performance by a Party caused by such Party's failure to engage qualified contractors or subcontractors, or to hire an adequate number of personnel or labor; or (d) unfavorable weather, except described in Section 11.1.1 above.

11.2 Notice and Procedure. Any Party claiming a Force Majeure Event (the "Affected Party") shall promptly, but no later than five (5) days following the Force Majeure Event, notify the other Party of the occurrence of such Force Majeure Event. Such notice may be given orally or in writing, but if given orally, it shall be promptly confirmed in writing, providing details regarding the nature, extent and expected duration of the Force Majeure Event, its anticipated effect on the ability of the Affected Party to perform obligations under this Agreement, and the estimated duration of any interruption in service or other adverse effects resulting from such Force Majeure Event, and shall be regularly updated or supplemented to keep the other Party advised of the effect and remedial measures being undertaken to overcome the Force Majeure Event. The Affected Party shall provide prompt written notice to the other Party when the relevant Force Majeure Event has been remedied.

11.3 Mitigation. Upon the occurrence of a Force Majeure Event, the Affected Party (a) shall demonstrate that it has taken all commercially reasonable precautions and measures to prevent or avoid the failure caused by the Force Majeure Event and which, by the exercise of due diligence, the Affected Party could not reasonably have been expected to avoid and, despite the exercise of due diligence, the Affected Party has been unable to overcome, (b) shall use commercially reasonable efforts to mitigate or remedy such Force Majeure Event (other than with respect to labor disputes, which are addressed by this Section 11.3) and (c) shall resume performance of its obligations hereunder as promptly as reasonably practicable after the Force Majeure Event has been remedied. In the case of any Force Majeure Event where Project

Company is the Affected Party, Project Company shall consult with, and shall work in good faith with, DOD in order to overcome such Force Majeure Event as soon as reasonably practicable. Notwithstanding anything to the contrary in this Article 11, express or implied, the settlement of strikes, lockouts and other industrial disputes or disturbances shall be entirely within the discretion of the Affected Party, and the Affected Party may make settlement thereof in such time and on such terms and conditions as it may deem to be appropriate, and no delay in making such settlement deprives the Affected Party of the benefits of the provisions of this Article 11.

11.4 Effects of Force Majeure. Subject to the terms and conditions set forth in this Article 11, if an Affected Party fails to wholly or partially observe or perform any of the covenants or obligations imposed upon it by this Agreement, except for any obligation to make payments hereunder, then, to the extent that such failure results from a Force Majeure Event, such failure shall be excused and deemed not to be a breach of such covenants or obligations by the Affected Party; provided that the Affected Party has taken all commercially reasonable efforts to remedy the Force Majeure Event in a timely manner pursuant to Section 11.3. If a Force Majeure Event where Project Company is the Affected Party lasts more than one hundred twenty (120) days, DOD may exercise its rights under Section 5.5.

ARTICLE 12

MISCELLANEOUS

12.1 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with, the Federal Law of the United States. To the extent that Federal Law does not specify the appropriate rule of decision for a particular matter at issue, it is the intention and agreement of the Parties that the Law of the State of Delaware (without giving effect to its conflict of laws principles) shall be adopted as the governing rule of decision.

12.2 Jurisdiction Involving Project Company. By execution and delivery of this Agreement, Project Company irrevocably and unconditionally:

12.2.1 submits for itself and its property in any legal action or proceeding against it arising out of or in connection with this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of (A) the courts of the United States for the District of Columbia; (B) any other federal court of competent jurisdiction in any other jurisdiction where it or any of its property may be found; (C) the courts of Washington, D.C.; and (D) appellate courts from any of the foregoing;

12.2.2 Consents that any such action or proceeding may be brought in or removed to such courts, and waives any objection, or right to stay or dismiss any action or proceeding, that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and

12.2.3 agrees that, subject to any and all rights of appeal provided by applicable Law, judgment against it in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction within or outside the U.S. by suit on the judgment or otherwise as provided by Law, a certified or exemplified copy of which judgment shall be conclusive evidence of the fact and amount of Project Company's obligation.

12.3 Jurisdiction Involving DOD. By execution and delivery of this Agreement, DOD, to the maximum extent permitted by Law, irrevocably and unconditionally acknowledges that this Agreement is an express contract within the meaning of 28 U.S.C. § 1491(a), and submits for itself in any claim arising from, related to, or in connection with this Agreement to the jurisdiction of (A) the U.S. Court of Federal Claims; (B) any other federal court or tribunal of competent jurisdiction; and (C) appellate courts from any of the foregoing.

12.4 WAIVER OF JURY TRIAL. THE PARTIES EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

12.5 Specific Performance. Project Company acknowledges that the rights of DOD pursuant to this Agreement are unique and recognizes and affirms that in the event of a breach of this Agreement by Project Company, money damages are inadequate and DOD would have no adequate remedy at Law. It is accordingly agreed that DOD shall be entitled to seek (and Project Company shall not oppose on the basis that injunctive relief or specific performance is not available due to availability of an adequate remedy at Law) an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security, this being in addition to any other remedy to which it is entitled at Law or in equity.

12.6 Expenses. Except as otherwise expressly provided in this Agreement or the other Transaction Documents, each Party will bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of its Representatives.

12.7 [Reserved].

12.8 No Set Off. Regardless of any other rights under any agreements, neither Party to this Agreement may set-off the amount of any claim (or part of any such amount) it may have under this Agreement, whether contingent or otherwise, against any amount owed by the Party to another Party, whether under this Agreement or otherwise.

12.9 Amendment. This Agreement cannot be modified or amended except in writing duly executed by each Party.

12.10 Notices. Except as otherwise set forth in Sections 3.4.2 and 11.2 all notices, Consents, waivers and other communications under this Agreement must be in writing and will be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), (b) sent by e-mail or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or e-mail addresses and marked to the attention of the individual (by name or title) designated below (or to such other address, e-mail address or individual as a Party may designate by notice to the other Party):

if to DOD:

United States Department of Defense
1000 Defense Pentagon, Washington, DC 20301-1000
Attention: [***]
E-mail: [***]
Office of the Deputy Secretary of Defense
E-mail: [***]

with a simultaneous copy (which will not constitute notice) to:

Schulte Roth & Zabel LLP
Address: 919 Third Avenue, New York, NY 10022
Attention: Alan S. Waldenberg
Robert B. Loper
E-mail: alan.waldenberg@srz.com
robert.loper@srz.com

and

McDermott Will & Emery LLP
Address: 444 Lake Street, Suite 4000, Chicago, IL 60606
Attention: Robert Clagg
Email: Rclagg@mwe.com

if to Project Company:

MP Materials Corp.
Address: 1700 S Pavilion Center Drive, Suite 800, Las Vegas, NV 89135
Attention: Elliot Hoops, General Counsel and Secretary
E-mail: [***]

with a simultaneous copy (which will not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Address: One Manhattan West, New York, NY 10001
Attention: Stephen F. Arcano
Neil P. Stronski
Dohyun Kim
Samuel J. Cammer
E-mail: stephen.arcano@skadden.com
neil.stronski@skadden.com
dohyun.kim@skadden.com
samuel.cammer@skadden.com

12.11 Waiver. The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable Law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in a written document signed by the other Party, (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

12.12 No Third-Party Beneficiaries. Except as expressly stated herein, nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement except such rights as may inure to a successor or permitted assignee.

12.13 Further Action. Upon the request of any Party to this Agreement, and subject to the terms and conditions hereof, the other Party will (a) furnish to the requesting Party any additional information, (b) execute and deliver, at its own expense, any other documents reasonably acceptable to such Party, and (c) take any other actions as the requesting Party may reasonably require to more effectively carry out the intent of this Agreement.

12.14 Severability. Except as otherwise provided in Article 9 of the Transaction Agreement, if any term, covenant, condition or provision of this Agreement or the application thereof to any Person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Law.

12.15 Entire Agreement. This Agreement (along with the Transaction Agreement, other Transaction Documents and the other documents delivered contemporaneously with or pursuant to this Agreement) constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter.

12.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Facsimile or electronic signatures may be used in place of original signatures on this Agreement. The Parties intend to be bound by the signatures on any facsimile or electronic document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of a facsimile or electronic signature.

12.17 Non-Disclosure of Information.

12.17.1 Each Party shall keep confidential any non-public information with respect to the other Party and/or its Affiliates, and the terms and conditions of this Agreement (collectively, the “Confidential Information”), and shall not disclose such Confidential Information (or the terms and conditions of this Agreement) to any third parties, except that each Party and its relevant Affiliates shall have the right to provide or otherwise disclose Confidential Information: (i) that (A) was previously or is hereafter publicly disclosed (other than as a result of disclosures in violation of this Agreement or other confidentiality agreements to which either Party is a party), (B) becomes available to such disclosing Party on a non-confidential basis from a Person other than the non-disclosing Party, or (C) was independently developed by the disclosing Party; (ii) to any Party’s officers, directors, brokers, employees, agents, consultants, representatives, lenders (whether actual or and prospective), investors (whether actual or prospective), accountants, attorneys, title companies and other advisors, any direct or indirect owner of any beneficial interest in any Party or any other Affiliate, on a need-to-know basis (provided that the aforesaid parties are advised of the confidential nature of such Confidential Information and are instructed to maintain the confidentiality of the Confidential Information); (iii) as required to be disclosed by applicable Law (including the Freedom of Information Act, regulations of the United States Securities and Exchange Commission, and the preparation or filing of any tax returns or other filings); provided that, to the extent permitted by such applicable Law, prior written notice of such disclosure shall be provided to the other party; (iv) in connection with any bona fide suit, action, dispute, arbitration or other Proceedings between the Parties and/or their respective Affiliates brought in good faith; and/or (v) in connection with an earnings call or other communications to actual or potential investors, shareholders or analysts, or any public company communications or filings. The provisions of this Section 12.17.1 shall survive the expiration or any termination of this Agreement.

12.17.2 Notwithstanding anything to the contrary herein, neither Project Company, on the one hand, or DOD, on the other hand, shall be required to share any information with the other Party pursuant to this Agreement to the extent that sharing such information would jeopardize any legal privilege or contravene any applicable Law; provided that Project Company or DOD (as applicable) shall use its commercially reasonable efforts to provide as much of such information as possible to the other Party in a manner that does not result in waivers of privilege or contraventions of Law.

12.17.3 Freedom of Information Act Requests.

(a) Within forty-five (45) days of the Effective Date, Project Company shall identify all information in this Agreement that Project Company believes to be Confidential Information. Within 45 days thereafter, DOD will notify Project Company of its agreement or disagreement with such designations.

(b) Upon receipt of any Freedom of Information Act request for Confidential Information related to the transactions contemplated by this Agreement, DOD agrees to redact any information previously agreed upon as Confidential Information. Moreover, to the extent DOD determines that any information not previously agreed upon as Confidential Information is responsive to any such request, whether contained in the Transaction Agreement, the other Transaction Documents, or otherwise, DOD shall promptly notify Project Company, and the Parties shall cooperate in good faith to prepare mutually acceptable redactions authorized under applicable Laws prior to any release of such Confidential Information. If the Parties are unable to agree on mutually acceptable redactions, DOD shall provide Project Company with prior written notice of any information that it intends to disclose without redaction, to the extent permitted by applicable Law and limiting its disclosure to the maximum extent permitted by applicable Law. The provisions of this Section 12.17.3 shall survive the expiration or any termination of this Agreement.

12.17.4 The provisions in this Section 12.17 are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive Order relating to (a) classified information, (b) communications to Congress, (c) the reporting to an Inspector General or the Office of Special Counsel of a violation of any Law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (d) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this Agreement and are controlling. Further, these provisions do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of Law.

12.18 Performance Delays. Notwithstanding anything in this Agreement to the contrary, DOD acknowledges that (i) the estimated timeframe for completing the construction, development, commissioning, start-up and operation of the Commercial Plant is uncertain and is subject to a number of risks that could delay such completion including, but not limited to, risks related to changes in facility and/or Magnet specifications, issues obtaining materials or equipment, tariffs, supply chain issues or any Force Majeure Event and (ii) Project Company has not made any guarantee or any express or implied representation or warranty with respect to the timing for completing the construction, development, commissioning, start-up and operation of the Commercial Plant or with respect to the Production capability of the Commercial Plant.

12.19 No Conflicts. Consistent with DOD's responsibility to maintain the integrity of every transaction, procurement, or other funding arrangement, DOD will implement appropriate controls and measures to avoid any need to exclude or otherwise impair the competitive position of Project Company and its Affiliates from, or place them at a competitive disadvantage in, any future opportunities, including but not limited to opportunities for transactions, procurements, and other funding arrangements with, between, or involving DOD because of this Agreement or the other Transaction Documents (including based on any allegation of DOD's impairment of objectivity or bias as a result of DOD's or any other United States Governmental Authority owning equity interests of MP).

12.20 Application of Procurement Laws. DOD will continue to take all necessary steps to ensure that, pursuant to 50 U.S.C. §4533(b), and except as otherwise expressly provided in this Agreement, DOD's purchase and sale of Magnets under this Agreement and any related orders shall not be subject to any Law specifically governing any procurement by U.S. government agencies, including (but not limited to) the Laws set forth in Section 3.5.

12.21 DX Orders. Pursuant to 50 U.S.C. 4511 and 15 C.F.R. Part 700, DOD will designate the construction and operation of the Commercial Plant and any agreements or orders related thereto with a DX Rating, or otherwise the highest priority rating permitted by Law such that no other priority rating shall take precedence. For avoidance of doubt, Project Company may issue rated orders at the DX level (or higher if such a higher level is established) to all subcontractors, vendors, and other providers involved in the construction or operations of the Commercial Plant to the maximum extent as permitted by Law. DOD further agrees to facilitate, support, and render special priorities assistance in accordance with 15 C.F.R. Part 700, Subpart H, as may be required for Project Company to meet its obligations under DX-rated orders.

12.22 Performance of and Compliance with Project Company Covenants and Agreements. Unless otherwise expressly set forth herein, Project Company shall not be required to perform or comply with any covenants or agreements that are required by this Agreement to be performed or complied with after the Effective Date unless and until the Closing (as defined in the Transaction Agreement) has occurred.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

UNITED STATES DEPARTMENT OF DEFENSE

By: /s/ Honorable Pete Hegseth
Name: Honorable Pete Hegseth
Title: Secretary of Defense

By: /s/ Stephen A. Feinberg
Name: Stephen A. Feinberg
Title: Secretary of Defense

MP 10X DEVELOPMENT, LLC

By: /s/ James H. Litinsky
Name: James H. Litinsky
Title: Chief Executive Officer

Signature Page to Offtake Agreement

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT BOTH (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED. [*] INDICATES THAT INFORMATION HAS BEEN REDACTED.**

PRICE PROTECTION AGREEMENT

This PRICE PROTECTION AGREEMENT (the “Agreement”) is entered into effective as of July 9, 2025 (the “Effective Date”), by and between MP Materials Corp., a Delaware corporation (the “Company”), and The United States Department of Defense (“DOD”). DOD and the Company are sometimes referred to herein together as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, in connection with the Transaction Agreement, dated as of July 9, 2025, by and between the Company and DOD (the “Transaction Agreement”) and the other agreements contemplated to be entered into by the Parties pursuant to the Transaction Agreement (together with the Transaction Agreement, the “Transaction Documents”), the Company is developing a commercial plant (the “10X Facility”) to produce sintered Neodymium-iron-boron (NdFeB) permanent-magnet blocks and/or finished magnets (the “Magnets”), and is expanding its capacity to produce Magnets at its “Independence Facility”;

WHEREAS, the Company and/or one or more of its Affiliates will be required to produce certain quantities of Neodymium-Praseodymium (“NdPr”) in connection with the production of the Magnets and each of the Company’s or its Affiliates’ other products containing NdPr, including, without limitation, any rare earth concentrate, NdPr oxide and NdPr metal (as so produced by the Company or one of more of its Affiliates, collectively, the “NdPr Products”); and

WHEREAS, the Parties desire to enter into this Agreement to provide for certain price protection arrangements to be provided by DOD to the Company in connection with the Company’s and its Affiliates’ production of NdPr.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Definitions.

- (a) “Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person at any time during the period for which the determination of affiliation is being made. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to elect a majority of the board of directors (or other governing body) or to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

- (b) “Asian Metal Market Price” means, with respect to any sale of Stockpile NdPr or Affiliate Sale NdPr, the price, rounded to the nearest U.S. cent, for one (1) kilogram of NdPr based on (i) either the mid market price per ton of NdPr oxide (Pr6O11 25%, Nd2O3 75%) EXW China that is published in the Asian Metal Market price index at the close of trading on the day that such sale is consummated or, if the sale is consummated on a day that is not a trading day for the Asian Metal Market, the price at the close of trading on the most recent trading day for the Asian Metal Market price index prior to the day such sale is consummated, or (ii) the average of such mid market price over a specified period of days, to the extent mutually agreed by the Parties; provided that for purposes of this definition any amounts represented in Chinese Yuan shall be converted to United States Dollars based on the applicable daily average currency exchange rate for such date published by the Wall Street Journal; provided, further, that in the event that (i) an internationally recognized alternative price index is developed that expresses the mid market price per ton of NdPr oxide (Pr 6O11 25%, Nd2O3 75%) ex-China (“Ex-China Index”), then (x) DOD may elect (with the Company’s consent (not to be unreasonably withheld, conditioned or delayed)) to substitute such Ex-China Index for the Asian Metal Market price index that would otherwise be applicable (with daily mid market prices or averages being calculated thereunder in the same manner as set forth above), and (y) to the extent amounts in such Ex-China Index are not quoted in United States Dollars, such amounts shall be converted to United States Dollars based on the applicable daily average currency exchange rate for such date published by The Wall Street Journal.
- (c) “Benchmark Quarterly Average Volume Weighted Price” means the volume average realized sales price for each NdPr Kilogram Equivalent that is included in the Sold NdPr Products (as defined below) for the applicable Calendar Quarter, as determined in accordance with the terms of this Agreement and the NdPr Calculation Principles.
- (d) “Business Day” means any day that is not a Saturday, or Sunday or other day on which banks are required or authorized by law to be closed in the State of New York, the State of Nevada or Washington D.C.
- (e) “Calendar Quarter” means, for each calendar year during the Term, each three (3)-month period within such calendar year (beginning on January 1 of such calendar year).
- (f) “Company Magnet Facilities” means the 10X Facility and the Company’s rare earth metal, alloy and magnet manufacturing facility in Fort Worth, Texas referred to as the “Independence Facility.”
- (g) “Identified List” means any foreign country, in accordance with U.S. Department of Energy Order DOE O 486.1A(5)(d), determined to be of risk by the Under Secretary for Science in consultation with the Under Secretary of Energy; the Under Secretary for Nuclear Security; and the Office of Intelligence and Counterintelligence. The Department of Energy Countries of Risk list is available at: <https://www.energy.gov/science/countries-risk>.
- (h) “Market Price” means the Asian Metal Market Price or, if the Asian Metals Market Price is not available, the Parties will mutually agree on another widely accepted market index such as published by MySteel or BaiInfo. If no such market index is available, then the Parties will negotiate in good faith and mutually agree on the pricing for NdPr oxide.

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- (i) “NdPr Calculation Principles” means the formulas for calculating the number of NdPr Kilogram Equivalents included in the Sold NdPr Products that are set forth in Schedule A (it being understood that the numbers and values set forth therein are hypothetical).
- (j) “NdPr Kilogram Equivalent” means one kilogram of NdPr, as calculated for each of the categories of Sold NdPr Products in accordance with the terms of this Agreement and the applicable formula set forth in the NdPr Calculation Principles.
- (k) “Person” means any individual or an entity, including a corporation, limited liability company, partnership, trust, association, governmental authority or any other body with legal personality separate from its equity holders or members.
- (l) “Production Milestone Date” has the meaning set forth in the Offtake Agreement, dated as of the date hereof, to be entered into by and between MP 10X Development, LLC and DOD (the “Offtake Agreement”).
- (m) “Restricted Buyer” means any Person (a) that is, or is owned or controlled by (in accordance with relevant definitions under Sanctions), a Person then appearing upon the “Denied Persons List” or “Entity List,” as maintained by the U.S. Department of Commerce; (b) that is, or is owned or controlled by (in accordance with relevant definitions under Sanctions), (i) a Person on the U.S. Office of Foreign Assets Control “Specially Designated Nationals and Blocked Persons List,” or any other Person with whom dealings are restricted or prohibited by the United States, including Persons resident in embargoed countries, territories, or regions; (ii) the government, including any political subdivision, agency, or instrumentality thereof, or any national, of any country, territory, or region against which the United States maintains comprehensive economic sanctions or embargos from time-to-time; (iii) (x) The People’s Republic of China or (y) a country that has been publicly named by DOD as hostile to the national security interests of the United States by virtue of its inclusion on an Identified List or with whom all U.S. Persons are prohibited under then-current applicable law from doing business with, (iv) a Person the Company knows or reasonably suspects is acting or purporting to act, directly or indirectly, on behalf of, or a Person (wherever organized, in the case of an entity) owned or controlled by, any of the Persons listed in sub-clauses (i), (ii) or (iii) above; or (v) a Person with whom dealings are expressly prohibited on account of any economic sanctions laws, regulations, or directives, of the United States, if the sale or supply, or any other transaction, directly or indirectly, to or with such Person would knowingly cause the Company to be in violation of such laws, regulations, or directives.
- (n) “Sanctions” means the economic, trade, or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted, or enforced from time-to-time by the U.S. Department of Treasury’s Office of Foreign Assets Control and the U.S. Department of State.
- (o) “Specified Per Kilogram Payment Amount” means \$110 per NdPr Kilogram Equivalent included in the Sold NdPr Products.
2. NdPr Products. For each Calendar Quarter, the Company may elect, at its option (subject to the terms of this Section 2), any of the following options (without duplication) with respect to each NdPr Product produced and/or sold by the Company or any of its Affiliates during the preceding Calendar Quarter: (i) classify such NdPr Product as “stockpile” NdPr (“Stockpile NdPr”), which Stockpile NdPr, for purposes of this Agreement, shall be treated as if then sold at the prevailing Market Price per NdPr Kilogram Equivalent included in the Stockpile NdPr; (ii) sell such NdPr Product to an Affiliate of the Company that is not a Restricted Buyer (“Affiliate Sale NdPr”) for the sole purpose of such Affiliate’s production of Magnets, which Affiliate Sale NdPr, for purposes of this Agreement, shall be treated as if sold at the prevailing Market Price per NdPr Kilogram

Equivalent included in the Affiliate Sale NdPr, unless the Affiliate Sale NdPr is sold to an Affiliate of the Company pursuant to a separate, commercially reasonable, arm's-length agreement with a third party that sets a specific price for the Affiliate Sale NdPr, in which case the Affiliate Sale NdPr will be treated as sold at the greater of (w) [***] and (x) that specified price; provided that, in any case, all Affiliate Sale NdPr shall be used solely for production of Magnets by such Affiliate and any resale or other use of NdPr without the consent of the DOD is expressly prohibited; (iii) sell such NdPr Product to a third party that is not an Affiliate of the Company or a Restricted Buyer ("Third Party Sale NdPr") and, together with the Stockpile NdPr and Affiliate Sale NdPr, the "Sold NdPr Products", which Third Party Sale NdPr, for purposes of this Agreement, shall be treated as if sold at the greater of (y) [***] and (z) the actual price paid by such third party per NdPr Kilogram Equivalent included in the Third Party Sale NdPr; and/or (iv) place such NdPr Product in its inventory (the "Inventory NdPr"), which Inventory NdPr, for purposes of this Agreement, shall not be deemed to be sold or require any payment to be made in exchange therefor; provided that if at a later date such Inventory NdPr becomes a Sold NdPr Product, then clause (i), (ii) or (iii), as applicable, of this Section 2 shall apply to the sale of such Sold NdPr Product; provided, further, that with respect to any Sold NdPr Product, such Sold NdPr Product shall not be later reclassified under clauses (i)-(iii) of this Section 2, and no subsequent payment will occur in respect of such Sold NdPr Product after it is initially classified as Stockpile NdPr, Affiliate Sale NdPr or Third Party Sale NdPr (as applicable). Notwithstanding the foregoing, (x) in connection with the making of any elections pursuant to this Section 2, the Company will first allocate the Company's supply of NdPr Products to the production of Magnets at the Company Magnet Facilities and (y) for purposes of this Agreement, no NdPr Products that are produced using feedstock acquired from a third party shall constitute a Sold NdPr Product hereunder, if the price per NdPr Kilogram Equivalent paid for such feedstock by the Company or one of its Affiliates is in excess of \$110. The Company shall (A) use commercially reasonable efforts to, when selling to third parties, sell NdPr (including NdPr used in NdPr Products) on terms that will maximize the prices at which such NdPr is sold; provided, that this clause (A) shall not restrict the Company's ability to comply with the pricing terms of contracts already in effect on the Effective Date; and (B) (1) operate its facilities related to the production of NdPr Products (including conversion rates and conversion costs) in all material respects in accordance with good and generally accepted mining and manufacturing practices, and applicable Law, and (2) in the case of NdPr metal that is tolled under arms' length commercial arrangements with third parties ("Tolling Arrangements"), enter into such Tolling Arrangements on commercially reasonable terms consistent with industry standards.

3. Payments.

- (a) Payments by DOD. At or following the end of each Calendar Quarter commencing at the start of the Term, promptly following the delivery of the Quarterly Report by the Company (and no later than thirty (30) days thereafter), DOD will make a payment to the Company equal to the amount (if any) by which the Specified Per Kilogram Payment Amount exceeds the Benchmark Quarterly Average Volume Weighted Price for such preceding Calendar Quarter, multiplied by the number of NdPr Kilogram Equivalents included in the Sold NdPr Products during such preceding Calendar Quarter; provided that, for the avoidance of doubt, if the Benchmark Quarterly Average Volume Weighted Price for such preceding Calendar Quarter is equal to or greater than the Specified Per Kilogram Payment Amount, then DOD shall not be required to make any payment to the Company with respect to such preceding Calendar Quarter and, to the extent the Benchmark Quarterly Average Volume Weighted Price for such preceding Calendar Quarter is greater than the Specified Per Kilogram Payment Amount, the Company shall make a payment to DOD in accordance with Section 3(b). An illustrative calculation, using hypothetical amounts, of the payments contemplated pursuant to this Section 3(a) is attached hereto as Schedule B.

- (b) Payments by the Company. At or following the end of each Calendar Quarter commencing after the Production Milestone Date, promptly following the delivery of the Quarterly Report by the Company (and no later than thirty (30) days thereafter), the Company will make a payment to DOD equal to 30% of the amount (if any) by which the Benchmark Quarterly Average Volume Weighted Price for such preceding Calendar Quarter exceeds the Specified Per Kilogram Payment Amount, multiplied by the number of NdPr Kilogram Equivalents included in the Sold NdPr Products during such preceding Calendar Quarter; provided that, for the avoidance of doubt, if the Benchmark Quarterly Average Volume Weighted Price for such preceding Calendar Quarter is less than or equal to the Specified Per Kilogram Payment Amount, then the Company shall not be required to make any payment to DOD for such preceding Calendar Quarter and, to the extent the Benchmark Quarterly Average Volume Weighted Price with respect to such preceding Calendar Quarter is less than the Specified Per Kilogram Payment Amount, DOD shall make a payment to the Company in accordance with Section 3(a). For the avoidance of doubt, notwithstanding the foregoing, the Company shall not be required to make any payment to DOD pursuant to this Section 3(b) until after the Production Milestone Date. An illustrative calculation, using hypothetical amounts, of the payments contemplated pursuant to this Section 3(b) is attached hereto as Schedule C. At the request of DOD, the Company shall, in lieu of making payment hereunder by electronic funds transfer or otherwise, credit the relevant payment to DOD, for offset against future payment obligations of DOD to the Company hereunder or under the Offtake Agreement; provided, that no such offset shall be effected on the books and records of the Company in the absence of written authorization from DOD.

4. Quarterly Reports and Information Rights.

- (a) Within sixty (60) days following the end of each Calendar Quarter, the Company will provide DOD with a report (the “Quarterly Report”) setting forth, for such preceding Calendar Quarter, the number of NdPr Kilogram Equivalents included in the Sold NdPr Products and the Benchmark Quarterly Average Volume Weighted Price for the NdPr Kilogram Equivalents included in such Sold NdPr Products, calculated in accordance with the terms of this Agreement and the NdPr Calculation Principles. The Quarterly Report shall contain reasonable details, including a break-down of the number of NdPr Kilogram Equivalents included in each category comprising the Sold NdPr Products (i.e., Stockpile NdPr, Affiliate Sale NdPr, and Third Party Sale NdPr) for such Calendar Quarter, and the revenues generated (or deemed generated) by each such category during the Calendar Quarter.
- (b) Any payments required to be made by DOD or the Company pursuant to Section 3 shall be made promptly following the delivery of the Quarterly Report. Each Quarterly Report (and all components thereof) shall (i) be prepared by the Company in good faith and in accordance with the terms of this Agreement and the NdPr Calculation Principles and (ii) set forth reasonable supporting detail regarding the calculations of (A) the number of NdPr Kilogram Equivalents included in the Sold NdPr Products during the applicable Calendar Quarter and (B) the amount of the Benchmark Quarterly Average Volume Weighted Price for the NdPr Kilogram Equivalents included in the Sold NdPr Products during the applicable Calendar Quarter including in each case any supporting schedules, analyses, working papers and other documentation used in the preparation thereof. Upon the written request of DOD, the Company shall promptly make available to DOD the personnel of the Company and other representatives involved in the preparation of the Quarterly Report, as well as any supporting schedules, analyses, working papers and other documentation reasonably requested by DOD in connection with its review of such Quarterly Report, including reasonable information and analysis to support the application of the NdPr Calculation Principles in connection with such Quarterly Report.

- (c) Within ninety (90) days after the Company's delivery of any Quarterly Report to DOD, DOD may deliver written notice (the "Protest Notice") to the Company of any objections, and the basis therefor, which DOD may have to the Quarterly Report; provided, however, that the Protest Notice shall include only objections based on (A) non-compliance with this Agreement (including the application of the NdPr Calculation Principles in accordance with the terms of this Agreement) or (B) mathematical errors in the calculation of the amounts included in the Quarterly Report. Any Protest Notice shall specify in reasonable detail the nature of any disagreement so asserted. Upon written request of the Company, DOD shall promptly make available to the Company the supporting schedules, analyses, working papers and other documentation reasonably requested by the Company in connection with its review of such Protest Notice. Except for such items that are specifically disputed in the Protest Notice, the amounts set forth on the Quarterly Report shall be final, conclusive and binding upon the Parties. The failure of DOD to deliver such Protest Notice within the prescribed time period will constitute DOD's irrevocable acceptance of the applicable Quarterly Report prepared and delivered by the Company. If DOD delivers a Protest Notice within the prescribed time period, then DOD and the Company will use good faith efforts to resolve any disagreements as to the computation of the amounts set forth in such Quarterly Report and, to the extent any disagreements as to the items set forth in the Protest Notice are so resolved in writing, the Quarterly Report, as revised in writing to incorporate such changes as have been agreed to by the Parties, shall be final, conclusive and binding upon the Parties.
- (d) If the Parties are unable to resolve any disagreement with respect to any item set forth in the Protest Notice (the "Unresolved Items") within thirty (30) days following the delivery of any Protest Notice, then either Party may refer the Unresolved Items to an independent expert agreed upon by the Parties (the "Expert"), it being agreed that any Big 4 accounting firm that is not conflicted based on its engagement by the Company or DOD shall be deemed to be an acceptable Expert. The Parties will jointly retain the Expert and direct it to render a reasoned written report resolving the Unresolved Items not later than sixty (60) days after acceptance of its retention; provided that the failure of the Expert to deliver its written report within such time period shall not constitute a defense or objection to the finality or enforcement of such written report. The Expert shall act as an expert and not as an arbitrator. Within twenty-one (21) days after the Expert has been retained, the Parties shall each make a written submission to the Expert (and concurrently to the other Party) setting forth their respective positions in respect of the Unresolved Items, and specific information, evidence and support for their respective positions as to the Unresolved Items; provided that any computations of disputed amounts set forth in the Quarterly Report shall not be different from the computations of such disputed amounts set forth in the Protest Notice. Within twenty-one (21) days after the expiration of such twenty-one (21) day period, the Parties may submit to the Expert (and concurrently to the other Party) a response to the other Party's position on each Unresolved Item. The failure of a Party to furnish a submission to the Expert or to furnish a response to the other Party's submission shall constitute a waiver of such Party's right to submit the same to the Expert. The Parties may not disclose to the Expert and the Expert may not consider for any purpose, any settlement offer(s) or offers to compromise made by or on behalf of the Parties during the negotiation period or otherwise, unless otherwise agreed by the other Party in writing. Neither Party shall have or conduct any communication, either written or oral, with the Expert without

the other Party either being present or receiving a concurrent copy of any written communication. The Parties, and their respective representatives, shall cooperate fully with the Expert during its engagement and respond on a timely basis to all reasonable requests for information or access to documents or personnel made by the Expert, all with the intent to fairly and in good faith resolve the Unresolved Items, as promptly as reasonably practicable. The Expert shall conduct its review and resolve the Unresolved Items based solely on the written submission and responses submitted by the Parties (and not by independent review). In resolving any Unresolved Item, the Expert (A) may not assign a value to any particular item greater than the greatest value for such item claimed by either Party, or less than the lowest value for such item claimed by either Party, in each case as presented to the Expert, (B) shall be bound by the principles set forth in this Agreement, (C) shall limit its review to matters specifically set forth in the Protest Notice, and determining whether the Unresolved Items were calculated in accordance with the terms of this Agreement, and (D) shall disregard any settlement proposal or negotiation materials exchanged between the Parties with respect to the Unresolved Item following the delivery of the Protest Notice. The Expert's written report shall, absent manifest error or fraud, become final, conclusive and binding on the Parties; provided that such manifest error is promptly raised within five (5) Business Days of the Expert issuing its written report and promptly resolved by the Expert in its sole discretion. The fees and expenses of the Expert shall be apportioned between the Company, on the one hand, and DOD, on the other hand, based upon inverse proportion of the disputed amounts resolved in favor of such Party (i.e., so that the prevailing Party bears a lesser amount of such fees and expenses), as determined by the Expert and set forth in the report of such Expert; provided that, initially, any retainer charged by the Expert shall be shared equally between the Parties (subject to reconciliation in connection with and pursuant to the foregoing provisions relating to apportionment of Expert fees and expenses).

- (e) Notwithstanding the foregoing, in the event of any Protest Notice, the Company or DOD (as applicable) will make timely payments in accordance with Section 3 on the basis of the calculations included in the original Quarterly Report delivered by the Company during the pendency of the dispute resolution process described in clauses c. and d. of this Section 4 and, following the completion of such process and the final resolution of any Protest Notice and Unresolved Items (the "Final Resolution"), if it is determined that any overpayment or underpayment was made on the basis of the original Quarterly Report, then any such overpayment or underpayment amount shall be refunded or paid (as applicable) in connection with the payments made pursuant to Section 3 for the Calendar Quarter immediately following the Final Resolution; provided that in lieu of refunding any such overpayment the Parties may instead elect to offset the amount of such overpayment from any payment made in the Calendar Quarter immediately following the Final Resolution.
- (f) In addition to any information provided with respect to a Quarterly Report under this Section 4, at DOD's reasonable request from time to time, the Company will provide all such other information as DOD may reasonably request solely for purposes of monitoring the Company's ongoing compliance with the terms of this Agreement (including information of the type described in Section 4(b)); provided that (x) DOD may only make such requests during normal business hours and (y) such requests may not unreasonably interfere with the day-to-day operations of the Company or its Affiliates. In furtherance of, and subject to, the foregoing, DOD shall, upon prior written notice to the Company, be permitted to:

- (i) Access, inspect and take samples from any and all lots, shipments or batches of NdPr Products produced, stored or otherwise held by the Company or any of its Affiliates (other than any such NdPr Product to which the Company or one of its Affiliates no longer has legal title, it being understood that the Company will use its reasonable best efforts to set aside for potential testing reasonable samples from each batch of sold NdPr Product (or in the case of an NdPr metal that is tolled under Tolling Arrangements, the report(s) relating to tolling of such NdPr Product) until the later of (A) the deadline for delivery of a Protest Notice in respect of the relevant Calendar Quarter and (B) in cases where a Protest Notice has been delivered, the Final Resolution);
- (ii) Engage, at its sole discretion and expense, independent third party experts, laboratories or consultants to collect, handle and analyze such samples using any commercially reasonable and scientifically accepted methods, including, but not limited to, chemical assays, spectrographic analysis, or other applicable testing methodologies, for the purpose of verifying the NdPr content concentrations in the NdPr Products, the actual or contractual conversion rate of NdPr oxide to metal, associated conversion costs, and such other specifications or items reported in the Company's Quarterly Reports as DOD may require the expert to verify; provided that the Company's technical staff shall be authorized to discuss appropriate testing methods and equipment calibration with such independent third party experts; and
- (iii) Observe, or have its representatives or experts observe, any sampling or testing procedures conducted by the Company or its Affiliates, and request split samples for parallel or comparative analysis.

If, as a result of its testing and verification procedures, DOD's expert reasonably determines in good faith that the actual NdPr content concentrations in the NdPr Products, actual or contractual conversion rate of NdPr oxide to metal, associated conversion costs, or any other specifications or items that DOD requires the expert to test or verify, differ from the concentrations, ratios, amounts or other specifications or items as reported by the Company in the applicable Quarterly Report, DOD shall be permitted to include such findings in any Protest Notice contemplated by this Section 4, and to the extent such findings constitute an Unresolved Item, the Expert shall be permitted to consider such findings in the course of making its expert determination. The Company shall have the right, at its own expense, to conduct its own sampling and testing of the same material, and to provide the results of such testing and verification procedures to DOD and the Expert, as applicable. All testing hereunder, whether by DOD's expert or the Company's expert, shall be performed consistent with the Testing Procedures developed pursuant to Section 5.2 of the Offtake Agreement, as in effect from time to time. Notwithstanding the foregoing, in no circumstances shall the Expert, in making its final determination, be permitted to change the NdPr Calculation Principles. Section 8(a) shall apply to any information provided pursuant to this Section 4(f). Such information shall be provided electronically, or in such other form as DOD may reasonably request.

- 5. Sales of NdPr Products to Restricted Buyers. The Company shall not knowingly sell any NdPr Products to any Restricted Buyer, shall adopt and implement all reasonably prudent processes and procedures in order to avoid selling NdPr Products to any Restricted Buyer, and shall include in each customer contract for the sale of NdPr Products an agreement by such customer that it will not resell such NdPr Product provided by the Company or any of its Affiliates to any Restricted Buyer; provided that the foregoing shall not apply to resales by such customer of a finished product

that contains NdPr Products (e.g., an automobile containing Magnets), and the Company's customer contracts for the sale of NdPr Products shall only be required to restrict customers from reselling NdPr Products to a Restricted Buyer in the original form in which they were purchased from the Company or one of its Affiliates. In the event that the Company or any of its Affiliates becomes aware (including by notice from the DOD) that any buyer of NdPr Products has resold NdPr Product provided by the Company or any of its Affiliates in its original form (and not included in a finished product) to any Restricted Buyer, the Company shall not make any future sales to such buyer or any of its Affiliates.

6. Term. The term of this Agreement (the "Term") shall commence on the first day of the first full Calendar Quarter following the closing of the transactions contemplated by the Transaction Agreement (the "Start Date") and shall continue until the end of the Calendar Quarter in which the tenth (10th) anniversary of the Start Date occurs.
7. [Reserved]
8. Miscellaneous.
 - (a) Non-Disclosure of Information.
 - (i) Each Party shall keep confidential any non-public information with respect to the other Party and/or its Affiliates, and the terms and conditions of this Agreement (collectively, the "Confidential Information"), and shall not disclose such Confidential Information (or the terms and conditions of this Agreement) to any third parties, except that each Party and its relevant Affiliates shall have the right to provide or otherwise disclose Confidential Information: (i) that (A) was previously or is hereafter publicly disclosed (other than as a result of disclosures in violation of this Agreement or other confidentiality agreements to which either Party is a party), (B) becomes available to such disclosing Party on a non-confidential basis from a Person other than the non-disclosing Party, or (C) was independently developed by the disclosing Party; (ii) to any Party's officers, directors, brokers, employees, agents, consultants, representatives, lenders (whether actual or and prospective), investors (whether actual or prospective), accountants, attorneys, title companies and other advisors, any direct or indirect owner of any beneficial interest in any Party or any other Affiliate, on a need-to-know basis (provided that the aforesaid parties are advised of the confidential nature of such Confidential Information and are instructed to maintain the confidentiality of the Confidential Information); (iii) as required to be disclosed by applicable law (including the Freedom of Information Act, regulations of the United States Securities and Exchange Commission, and the preparation or filing of any tax returns or other filings); provided that, to the extent permitted by such applicable law, prior written notice of such disclosure shall be provided to the other Party; (iv) in connection with any bona fide suit, action, dispute, arbitration or other proceedings between the Parties and/or their respective affiliates brought in good faith; (v) in the case of DOD, to the extent such disclosure of Confidential Information is requested or required by the United States Congress, or any committee or sub-committee thereof; provided that DOD will consult and cooperate with the Company to the fullest extent permitted by applicable law with respect to taking legally available steps to resist or narrow such request and use reasonable efforts to pursue any such reasonable steps at the Company's request (in which case the Company shall reimburse DOD for all reasonable out-of-pocket expenses incurred in connection therewith); and/or (vi) in connection with an earnings call or other communications to actual or potential investors, shareholders or analysts, or any public company communications or filings. The provisions of this Section 8(a)(i) shall survive the expiration or any termination of this Agreement.

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- (ii) Notwithstanding anything to the contrary herein, neither the Company, on the one hand, or DOD, on the other hand, shall be required to share any information with the other Party pursuant to this Agreement to the extent that sharing such information would jeopardize any legal privilege or contravene any applicable law or confidentiality undertaking with a third party; provided that the Company or DOD (as applicable) shall use its commercially reasonable efforts to provide as much of such information as possible to the other Party in a manner that does not result in waivers of privilege or contraventions of applicable law or such confidentiality undertaking.
- (iii) Freedom of Information Act Requests
- (1) Within 45 days of the Effective Date, the Company shall identify all information in this Agreement, the Transaction Agreement and each other Transaction Document that the Company believes to be Confidential Information. Within 45 days thereafter, DOD will notify Company of its agreement or disagreement with such designations.
 - (2) Upon receipt of any Freedom of Information Act request for Confidential Information related to the transactions contemplated by this Agreement, DOD agrees to redact any information previously agreed upon as Confidential Information. Moreover, to the extent DOD determines that any information not previously agreed upon as Confidential Information is responsive to any such request, whether contained in this Agreement, the Transaction Agreement, the other Transaction Documents, or otherwise, DOD shall promptly notify the Company, and the Parties shall cooperate in good faith to prepare mutually acceptable redactions authorized under applicable laws prior to any release of such Confidential Information. If the Parties are unable to agree on mutually acceptable redactions, DOD shall provide the Company with prior written notice of any information that it intends to disclose without redaction, to the extent permitted by applicable law and limiting its disclosure to the maximum extent permitted by applicable law. The provisions of this Section 8(a)(iii) shall survive the expiration or any termination of this Agreement.
 - (3) The provisions in this Section 8(a)(iii) are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (a) classified information, (b) communications to Congress, (c) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (d) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this Agreement and are controlling. Further, these provision do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

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- (b) Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with, the Federal Law of the United States. To the extent that Federal Law does not specify the appropriate rule of decision for a particular matter at issue, it is the intention and agreement of the Parties that the law of the State of Delaware (without giving effect to its conflict of laws principles) shall be adopted as the governing rule of decision.
- (c) Jurisdiction Involving the Company. By execution and delivery of this Agreement, the Company irrevocably and unconditionally:
- (i) submits for itself and its property in any legal action or proceeding against it arising out of or in connection with this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of (A) the courts of the United States for the District of Columbia; (B) any other federal court of competent jurisdiction in any other jurisdiction where it or any of its property may be found; (C) the courts of Washington, D.C.; and (D) appellate courts from any of the foregoing;
 - (ii) consents that any such action or proceeding may be brought in or removed to such courts, and waives any objection, or right to stay or dismiss any action or proceeding, that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and
 - (iii) agrees that, subject to any and all rights of appeal provided by applicable law, judgment against it in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction within or outside the U.S. by suit on the judgment or otherwise as provided by law, a certified or exemplified copy of which judgment shall be conclusive evidence of the fact and amount of the Company's obligation.
- (d) Jurisdiction Involving DOD. By execution and delivery of this Agreement, DOD, to the maximum extent permitted by law, irrevocably and unconditionally acknowledges that this Agreement is an express contract within the meaning of 28 U.S.C. § 1491(a), and submits for itself in any claim arising from, related to, or in connection with this Agreement to the jurisdiction of (A) the U.S. Court of Federal Claims; (B) any other federal court or tribunal of competent jurisdiction; and (C) appellate courts from any of the foregoing.
- (e) Waiver of Jury Trial. THE PARTIES EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS

AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

- (f) Specific Performance. The Company acknowledges that the rights of DOD pursuant to this Agreement are unique and recognizes and affirms that in the event of a breach of this Agreement by the Company, money damages are inadequate and DOD would have no adequate remedy at law. It is accordingly agreed that DOD shall be entitled to seek (and the Company shall not oppose on the basis that injunctive relief or specific performance is not available due to availability of an adequate remedy at law) an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security, this being in addition to any other remedy to which it is entitled at law or in equity.
- (g) Expenses. Except as otherwise expressly provided in this Agreement or one of the other Transaction Documents, each Party will bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement.
- (h) Amendment. This Agreement cannot be modified or amended except in writing duly executed by each Party.
- (i) Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed given to a Party when (i) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), (ii) sent by email or (iii) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or email addresses and marked to the attention of the individual (by name or title) designated below (or to such other address, email address or individual as a Party may designate by notice to the other Party):

if to DOD:

United States Department of Defense
1000 Defense Pentagon, Washington, DC 20301-1000
Attention: [***]
E-mail: [***]
Office of the Deputy Secretary of Defense
E-mail: [***]

with a simultaneous copy (which will not constitute notice) to:

Schulte Roth & Zabel LLP
Address: 919 Third Avenue, New York, NY 10022
Attention: Alan S. Waldenberg
Robert B. Loper
Email: alan.waldenberg@srz.com
robert.loper@srz.com
and
McDermott Will & Emery LLP
Address: 444 West Lake Street, Suite 4000, Chicago, IL 60606
Attention: Robert Clagg
Email: Rclagg@mwe.com

if to the Company:

MP Materials Corp.
Address: 1700 S Pavilion Center Drive, Suite 800, Las Vegas, NV 89135
Attention: Elliot Hoops, General Counsel and Secretary
Email: [***]

with a simultaneous copy (which will not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Address: One Manhattan West, New York, NY 10001
Attention: Stephen F. Arcano
Neil P. Stronski
Dohyun Kim
Samuel J. Cammer
Email: stephen.arcano@skadden.com
neil.stronski@skadden.com
dohyun.kim@skadden.com
samuel.cammer@skadden.com

- (j) Waiver. The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (i) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in a written document signed by the other Party, (ii) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given and (iii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.
- (k) No Third-Party Beneficiaries. Except as expressly stated herein, nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement except such rights as may inure to a successor or permitted assignee.

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- (l) Further Action. Upon the request of any Party to this Agreement, and subject to the terms and conditions hereof, the other Party will (i) furnish to the requesting Party any additional information, (ii) execute and deliver, at its own expense, any other documents reasonably acceptable to such Party, and (iii) take any other actions as the requesting Party may reasonably require to more effectively carry out the intent of this Agreement.
- (m) Severability. Except as otherwise provided in Article 9 of the Transaction Agreement, if any term, covenant, condition or provision of this Agreement or the application thereof to any Person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.
- (n) Entire Agreement. This Agreement (along with the Transaction Agreement, the other Transaction Documents and the other documents delivered contemporaneously with or pursuant to this Agreement) constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter.
- (o) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Facsimile or electronic signatures may be used in place of original signatures on this Agreement. The Parties intend to be bound by the signatures on any facsimile or electronic document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of a facsimile or electronic signature.
- (p) Recourse.
- (i) In the event DOD fails to comply with its payment obligations under this Agreement in respect of any undisputed amounts required to be paid to the Company hereunder and such failure continues for sixty (60) days following the date such amounts become due (i.e., the thirtieth (30th) day following delivery of the Quarterly Report), and such failure is not cured or remedied within thirty (30) days after Project Company delivers written notice of the occurrence thereof (which such notice may be delivered at any time at or after the thirtieth (30th) day following such amounts becoming due), such failure shall be deemed a material breach of this Agreement and the Company shall be entitled to pursue any and all remedies or damages available at law or equity, (A) including, to the maximum extent permitted by law or equity, interest and lost profits; provided that any damages in respect of lost profits shall be limited to those expressly set forth in and permitted by Section 9.01(c)(iii) of the Transaction Agreement, and (B) excluding, in all cases, any other consequential damages. For the avoidance of doubt, DOD will also be responsible from the date of the initial breach for the Company's actual costs incurred, including the costs of pursuing remedies under this Agreement.

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- (ii) In the event DOD brings any claims for damages against the Company under this Agreement, DOD shall be entitled to pursue any and all remedies or damages available at law or equity, (A) including, to the maximum extent permitted by law or equity, interest and DOD Lost Profits; provided that any damages in respect of DOD Lost Profits shall be limited to those expressly set forth in and permitted by Section 9.02(a)(v) of the Transaction Agreement, and (B) excluding, in all cases, any other consequential damages, it being understood and agreed that nothing in this Section 8(p) shall be construed to limit the United States Government's ability to initiate administrative proceedings or actions by the Department of Justice under its civil and criminal enforcement authorities.
 - (iii) Each Party's rights and remedies under this Section 8(p) are in addition to any and all rights and remedies that such Party has under any of the other Transaction Documents, whether or not any such other Transaction Documents are deemed unenforceable or invalid, none of which shall be construed to limit any other rights or remedies such Party may have at law or in equity.
- (q) DOD Funding.
- (i) Except as set forth in Section 5.02(a) of the Transaction Agreement, appropriated funds are not presently available to fund DOD's obligations under this Agreement. To the extent that appropriated funds do not become available to fund the obligations of DOD under this Agreement, DOD will use its reasonable best efforts to request and obtain such additional appropriations as are needed from the Congress of the United States in order to fund such obligations. DOD's reasonable best efforts will include, as applicable, (i) ensuring that projected expenditures under this Agreement for Fiscal Year 2026 and each year thereafter are fully accounted for in its annual budget request to Congress; (ii) utilizing its available statutory transfer authority in each Fiscal Year to reprogram funds appropriated for other purposes of the DOD; and (iii) if necessary, seeking supplemental appropriations from Congress specifically for projected expenditures under this Agreement. To the extent that, despite DOD's reasonable best efforts under this Section 8(q)(i), appropriated funds do not become available to make expenditures under this Agreement as they become due, DOD will use its reasonable best efforts to obtain other Executive Branch department or agency support, and to use the authorities described in Section 8(r)(i) to facilitate such expenditures.
 - (ii) The Company and its Affiliates shall promptly provide all information and cooperation that DOD reasonably requests to support DOD's performance of its obligations under this Section 8(q).
 - (iii) On the first day of each U.S. Government Fiscal Year (Beginning October each calendar year), DOD shall certify to the Company that DOD funding is appropriated or otherwise authorized to be provided to the Company for that Fiscal Year in an amount sufficient to satisfy projected DOD expenditures under this Agreement for that Fiscal Year. To the extent such funding is not available as of the first day of each U.S. Government Fiscal Year, DOD shall include in said certification a notice of the amount of any anticipated funding shortfall, as well as a description of additional steps DOD intends to take to secure additional funds.

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- (iv) In the event that the funds addressed by each certification provided pursuant to Section 8(q)(iii), are later determined to be unavailable, whether through the actions of DOD, the United States Congress, or otherwise, DOD shall immediately notify the Company of such changes in available funding; provided, however, that DOD shall have no obligation to notify the Company to the extent DOD's authorized and appropriated funds remain sufficient to satisfy all DOD obligations under the Agreement.
- (r) DOD Authority.
- (i) DOD has confirmed with the Office of Management and Budget Office of the General Counsel that DOD is authorized to incur obligations under this Agreement in advance of appropriations. Consistent with Executive Order 14156, Declaring a National Emergency, 90 Fed. Reg. 8433 (January 20, 2025) and Executive Order 14241, Immediate Measures to Increase American Mineral Production, 90 Fed. Reg. 13,673 (March 20, 2025), and separate determinations by the President with respect to accelerating domestic production capacity for refined rare earth elements and derivative products, DOD has determined that performance by the Company and its Affiliates under this Agreement is necessary to ensure that DOD can continue certain activities that, if not continued, would present an emergency situation involving the safety of human life and the protection of property.
- (ii) The Secretary of Defense for the United States has authority to enter into this Agreement. Within 30 days of the date of this Agreement, DOD shall notify MP and the Company in writing of the delegation of authority of the Secretary of Defense for the United States of all actions relating to this Agreement to the officials of the level or position set forth in such notice.
- (iii) DOD has the requisite power and authority, including through but not limited to 50 U.S.C. § 4533, and has made all requisite determinations related to such authority, to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (s) Performance of and Compliance with Company Covenants and Agreements. Unless otherwise expressly set forth herein, the Company shall not be required to perform or comply with any covenants or agreements that are required by this Agreement to be performed or complied with after the Effective Date unless and until the Closing (as defined in the Transaction Agreement) has occurred.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

UNITED STATES DEPARTMENT OF DEFENSE

By: /s/ Honorable Pete Hegseth

Name: Honorable Pete Hegseth

Title: Secretary of Defense

By: /s/ Stephen A. Feinberg

Name: Stephen A. Feinberg

Title: Deputy Secretary of Defense

MP MATERIALS CORP.

By: /s/ James H. Litinsky

Name: James H. Litinsky

Title: Chairman of the Board and Chief Executive
Officer

[Signature Page to Price Protection Agreement]

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION UNDER SUCH LAWS OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS. THE ISSUER OF THIS PROMISSORY NOTE MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE OF ANY SUCH SECURITIES IS IN COMPLIANCE WITH THE ACT AND ALL APPLICABLE STATE SECURITIES LAWS.

FORM OF PROMISSORY NOTE

[•], 2025

FOR VALUE RECEIVED, and subject to the terms and conditions set forth herein, MP Materials Corp., a Delaware corporation (the “**Maker**”), hereby unconditionally promises to pay to The United States Department of Defense (the “**Noteholder**”), the principal amount of \$150,000,000 (the “**Initial Principal Amount**”), or such lesser amount as shall then equal the outstanding principal amount hereunder (the “**Principal Balance**”), together with interest accrued on the unpaid Principal Balance at a rate per annum equal to the Applicable Rate (as defined below). Interest shall begin to accrue on the date hereof in accordance with this Promissory Note (the “**Note**,” as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms) and shall continue to accrue on the outstanding Principal Balance until the Termination Date. The following is a statement of the rights of the Noteholder and the terms and conditions to which this Note is subject, and to which the Noteholder, by the acceptance of this Note, agrees:

1. Definitions. Capitalized terms used herein shall have the meanings set forth in this Section 1. Capitalized terms used herein and not defined herein shall have the meanings provided in the Transaction Agreement (as defined below).

“**Applicable Rate**” means the sum of (a) the rate of interest provided by the Board of Governors of the Federal Reserve System (or any successor thereto) as the 10-year U.S. Treasury constant maturity rate, as published in the Federal Reserve Statistical Release H.15 (or any successor or replacement publication) under the caption “Treasury Constant Maturities — Nominal,” for the 10-year Treasury bond, on the date that is two US government securities business days prior to the date of this Note, plus (b) 1.00%.

“**Business Day**” means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by law to be closed in the State of New York, the State of Nevada or Washington, D.C.

“**Change of Control**” means the occurrence of any of the foregoing:

(a) at any time, any “person” or “group” (within the meaning of Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended from time to time, and any successor thereto (the “**Exchange Act**”) shall have acquired beneficial ownership of 50% or more of the voting power of the voting equity interests of the Maker;

(b) individuals who constituted the board of directors of the Maker (together with any new directors whose election by such board of directors or whose nomination for election by the shareholders of the Maker was approved by a vote of at least a majority of the directors of the Maker then still in office) cease for any reason to constitute a majority of the board of directors of the Maker; or

(c) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all the assets of the Maker and its subsidiaries, taken as a whole, to any Person.

Notwithstanding anything to the contrary in this definition or any provision of the Exchange Act, (x) a person or group shall be deemed not to own equity interests subject to an equity or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of the equity interests in connection with the transactions contemplated by such agreement, (y) a person or group will be deemed not to own the equity interests of another person as a result of its ownership of equity interests or other securities of such other person's parent (or related contractual rights) unless it owns voting equity interests (or related contractual rights) representing 50.0% or more of the voting power of the outstanding voting equity interests of such person's parent and (z) a passive holding company or special purpose acquisition vehicle or a subsidiary thereof shall not be considered a "person" and instead the ultimate equityholders of such passive holding company or special purpose acquisition vehicle shall be considered for purposes of the foregoing.

"Credit Facility" means the credit facility contemplated by the commitment letter dated as of July 9, 2025, among J.P. Morgan Securities LLC, JPMorgan Chase Funding Inc., Goldman Sachs Bank USA and the Maker (as such commitment letter and/or credit facility is amended, restated, supplemented, amended and restated, replaced or refinanced from time to time).

"Estimated Facility Improvement Milestones" has the meaning set forth in the Transaction Agreement.

"Event of Default" has the meaning set forth in Section 6.

"Highest Lawful Rate" means the maximum non-usurious rate of interest, as in effect from time to time, which may be charged, contracted for, reserved, received or collected by the Noteholder in connection with this Note under applicable law.

"Initial Principal Amount" has the meaning set forth in the introductory paragraph.

"Insolvency Proceeding" means any proceeding by or against any person under the United States Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

"Interest Payment Date" means the first calendar day of each calendar quarter; *provided* that if such day is not a Business Day, the Interest Payment Date shall be extended to the next succeeding Business Day.

“**Maker**” has the meaning set forth in the introductory paragraph.

“**Maturity Date**” means [•], 2037.¹

“**Note**” has the meaning set forth in the introductory paragraph.

“**Noteholder**” has the meaning set forth in the introductory paragraph.

“**Parties**” means, collectively, the Noteholder and the Maker.

“**Principal Balance**” has the meaning set forth in the introductory paragraph.

“**Samarium Project**” has the meaning set forth in the Transaction Agreement.

“**Termination Date**” means the first date on which the Initial Principal Amount and all accrued and unpaid interest and all other amounts owing under this Note as of such date has been paid in full in cash, whether on the Maturity Date, upon acceleration, by prepayment, or otherwise.

“**Transaction Agreement**” means the Transaction Agreement, dated as of July 9, 2025, between Maker and Noteholder, as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms.

2. Repayment Date. The outstanding Principal Balance and all accrued and unpaid interest and all other amounts owing under this Note shall be due and payable to the Noteholder on the earliest of (x) the occurrence of a Change of Control, (y) the Maturity Date and (z) the date required under Section 7.

3. Interest.

3.1 Interest Rate. Except as otherwise provided herein, the outstanding Principal Balance shall bear interest at the Applicable Rate from the date of this Note until the Termination Date.

3.2 Interest Payment Dates. Interest shall accrue hereunder during the term of this Note and shall be payable in arrears to the Noteholder, (i) on each Interest Payment Date, beginning on the first Interest Payment Date following the date of this Note, (ii) together with all unpaid Principal Balance, on the Termination Date and (iii) as otherwise provided for herein.

3.3 Computation of Interest. All computations of interest shall be made on the basis of a 360-day year composed of twelve 30-day months and, for partial months, on the basis of the number of days actually elapsed in a 30-day month.

3.4 Interest Rate Limitation. Anything herein to the contrary notwithstanding, if the Applicable Rate, together with all fees, charges and other payments which are treated as interest under applicable law, as provided for herein or in any other document executed in connection herewith, would exceed the amount of such interest computed on the basis of the Highest Lawful Rate, then the Maker shall not be obligated to pay, and the Noteholder shall not be entitled to charge, collect, receive reserve or take, interest in excess of the Highest Lawful Rate, and during any such period the interest payable hereunder shall be computed on the basis of the Highest Lawful Rate.

¹ NTD: Maturity Date to be 12 years from the date of this Note.

4. Voluntary Prepayments. The Maker may repay the outstanding Principal Balance of this Note, together with all interest accrued thereon, in whole or in part on any Business Day with 10 days prior notice to the Noteholder. Each such repayment shall be accompanied by payment of all accrued interest thereon and may be made at any time without premium, cost or penalty of any kind.

5. Representations and Warranties.

5.1 The Maker is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite power and authority to carry on its respective businesses as now conducted and as proposed to be conducted.

5.2 The Maker has the requisite power and authority to execute and deliver this Note and to perform its obligations hereunder.

5.3 The Maker has taken all action necessary to authorize the execution and delivery by the Maker of this Note and the performance by the Maker of its obligations hereunder. This Note has been duly executed and delivered by the Maker and, assuming due execution and delivery by the Noteholder, constitutes a valid and binding obligation of the Maker, enforceable against the Maker in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and similar laws affecting creditors' rights generally and to general principles of equity.

5.4 The Maker's execution and delivery of this Note and the performance by the Maker of its obligations hereunder do not violate or conflict with, constitute a default under or require any consent, waiver or approval under (a) the Maker's organizational documents, (b) any law applicable to it or (c) any material contract, instrument or agreement to which it is a party or by which it or its property is bound.

5.5 The Maker is not in violation in any material respect of any material statutes, laws, regulations ordinances or rules applicable to it, including, without limitation, any applicable requirement of law relating to terrorism or money laundering, including Executive Order No. 13224, effective September 24, 2001, The Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311 5330), the Trading With the Enemy Act (50 U.S.C. §§1-44, as amended), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107 56, signed into law October 26, 2001, the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended and the Criminal Justice (Terrorist Offences) Act 2005.

5.6 Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, the Maker and its Subsidiaries have all permits, licenses, franchises, authorizations, orders and approvals of, and have made all filings, applications and registrations with, Governmental Authorities that are required in order to permit them to own or lease the properties and assets that they presently own or lease and to carry on their business as presently conducted and that are material to the business of the Maker or its Subsidiaries.

6. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" hereunder:

6.1 *Failure to Make Payment When Due.* The Maker shall fail to make any payment of (a) the outstanding Principal Balance, as and when the same shall be due and payable (whether on the Maturity Date, by acceleration or otherwise) or (b) interest or any other amounts owing under this Note within three (3) Business Days of the date when the same shall be due and payable.

6.2 *Bankruptcy.* (a) The Maker is unable to pay its debts as they become due or otherwise is insolvent, (b) the Maker begins an Insolvency Proceeding or (c) an Insolvency Proceeding is begun against the Maker and is not dismissed or stayed within thirty (30) days.

6.3 *Cross-Default to Transaction Agreement.* An uncured material breach of material obligations of the Maker as set forth in Section 8.06(a)(ii) of the Transaction Agreement, subject in each case to the cure periods set forth therein.

6.4 *Cross-Acceleration to Credit Facility.* Any default under the Credit Facility shall occur and shall continue after the applicable grace period, if any, specified in the Credit Facility, if the effect of such default or event is to accelerate the maturity of the Credit Facility.

6.5 *Invalidity.* Any material provision of this Note shall for any reason cease to be valid and binding on, or enforceable against, Maker in accordance with its terms, or Maker shall so state in writing.

6.6 *Representations and Warranties.* Any representation or warranty made or deemed made by or on behalf of the Maker under or in connection with this Note shall have been incorrect in any material respect (or in any respect if such representation or warranty is qualified or modified as to materiality or “Material Adverse Effect” in the text thereof) when made or deemed made.

7. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Noteholder may at its option (a) declare the entire Principal Balance immediately due and payable, (b) exercise any or all of their rights, powers or remedies under Section 8.06(a)(ii) of the Transaction Agreement and/or (c) exercise any or all of their rights, powers or remedies under applicable law; *provided, however*, that, if an Event of Default described in Section 6.2 shall occur, the entire outstanding Principal Balance shall become immediately due and payable without any notice, declaration or other act on the part of the Noteholder.

8. Taxes. Unless otherwise required by applicable law, all payments made by the Maker under this Note shall be free and clear of any taxes, withholdings, duties, impositions or other charges (other than any U.S. federal withholding taxes). To the extent any taxes, withholdings, duties, impositions or other charges (other than any U.S. federal withholding taxes) are required to be withheld from payment made by the Maker under this Note, the amount payable hereunder shall be increased such that, after such required withholding, Noteholder will receive the amount of any obligations payable hereunder as if such amounts required to be withheld had not been imposed, regardless of source of payment.

9. Miscellaneous.

9.1 *Governing Law; Jurisdiction.*

9.2 THIS NOTE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE FEDERAL LAWS OF THE UNITED STATES. TO THE EXTENT THAT FEDERAL LAW DOES NOT SPECIFY THE APPROPRIATE RULE OF DECISION FOR A PARTICULAR MATTER AT ISSUE, IT IS THE INTENTION AND AGREEMENT OF THE PARTIES THAT THE LAW OF THE STATE OF DELAWARE (WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES) SHALL BE ADOPTED AS THE GOVERNING RULE OF DECISION.

9.3 BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE MAKER IRREVOCABLY AND UNCONDITIONALLY:

(A) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING AGAINST IT ARISING OUT OF OR IN CONNECTION WITH THIS NOTE, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF (I) THE COURTS OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA; (II) ANY OTHER FEDERAL COURT OF COMPETENT JURISDICTION IN ANY OTHER JURISDICTION WHERE IT OR ANY OF ITS PROPERTY MAY BE FOUND; (III) THE COURTS OF WASHINGTON, D.C.; AND (IV) APPELLATE COURTS FROM ANY OF THE FOREGOING;

(B) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN OR REMOVED TO SUCH COURTS, AND WAIVES ANY OBJECTION, OR RIGHT TO STAY OR DISMISS ANY ACTION OR PROCEEDING, THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME; AND

(C) AGREES THAT, SUBJECT TO ANY AND ALL RIGHTS OF APPEAL PROVIDED BY APPLICABLE LAW, JUDGMENT AGAINST IT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT OR OTHERWISE AS PROVIDED BY LAW, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH JUDGMENT SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF THE MAKER'S OBLIGATION.

9.4 Jurisdiction Involving Noteholder. BY EXECUTION AND DELIVERY OF THIS NOTE, NOTEHOLDER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IRREVOCABLY AND UNCONDITIONALLY ACKNOWLEDGES THAT THIS NOTE IS AN EXPRESS CONTRACT WITHIN THE MEANING OF 28 U.S.C. § 1491(A), AND SUBMITS FOR ITSELF IN ANY CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS NOTE TO THE JURISDICTION OF (A) THE U.S. COURT OF FEDERAL CLAIMS; (B) ANY OTHER FEDERAL COURT OR TRIBUNAL OF COMPETENT JURISDICTION; AND (C) APPELLATE COURTS FROM ANY OF THE FOREGOING.

9.5 Waiver of Jury Trial. THE PARTIES EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS NOTE OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS NOTE OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS NOTE EACH HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS NOTE WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

9.6 Counterparts; Integration; Effectiveness. This Note and any amendments, waivers, consents or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single contract. This Note (and the Transaction Agreement) constitute the entire contract between the Parties with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Note.

9.7 Successors and Assigns. Neither the Noteholder nor the Maker may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other, and any such assignment made without such consent shall be null and void, *ab initio*. This Note shall inure to the benefit of and be binding upon the Parties and their permitted assigns.

9.8 Waiver of Notice. The Maker hereby waives presentment, demand for payment, protest, notice of dishonor, notice of protest or nonpayment, notice of acceleration of maturity and diligence in connection with the enforcement of this Note or the taking of any action to collect sums owing hereunder.

9.9 Amendments and Waivers. No term of this Note may be waived, modified or amended except by an instrument in writing signed by the Maker and the Noteholder, and any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

9.10 Headings. The headings of the various sections and subsections herein are for reference only and shall not define, modify, expand or limit any of the terms or provisions hereof.

9.11 No Waiver; Cumulative Remedies. No failure to exercise, and no delay in exercising on the part of the Noteholder of, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

9.12 Severability. If any term or provision of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Maker has executed this Note as of ___, 2025.

MP MATERIALS CORP.

By: _____
Name: Elliot D. Hoops
Title: General Counsel and Secretary

[Signature Page to Promissory Note]

ACKNOWLEDGED AND ACCEPTED:

THE UNITED STATES DEPARTMENT OF DEFENSE

By: _____

Name: Honorable Pete Hegseth

Title: Secretary of Defense

By: _____

Name: Stephen A. Feinberg

Title: Deputy Secretary of Defense

[Signature Page to Promissory Note]

MP Materials Announces Transformational Public-Private Partnership with the Department of Defense to Accelerate U.S. Rare Earth Magnet Independence

Multibillion-Dollar DoD Commitment to MP Materials to Catalyze Domestic Production; DoD Positioned to Become Company's Largest Shareholder

Building on MP's Existing Capabilities at Mountain Pass and Magnetics Operations in Texas, Company to Rapidly Construct "10X" Magnet Manufacturing Facility to Reduce Foreign Dependency

10-year NdPr Price Floor Commitment and 10-year Magnet Offtake Agreement Positions MP as a National Champion with a Durable and Scalable Economic Platform

Company to Host Investor Conference Call Today at 8:30 a.m. Eastern Time

LAS VEGAS—MP Materials Corp. (NYSE: MP) ("MP Materials" or the "Company") today announced it has entered into a transformational public-private partnership with the United States Department of Defense ("DoD") to dramatically accelerate the build-out of an end-to-end U.S. rare earth magnet supply chain and reduce foreign dependency.

With a multibillion-dollar package of investments and long-term commitments from DoD, MP Materials will construct the Company's second domestic magnet manufacturing facility (the "10X Facility") at a soon-to-be-chosen location to serve both defense and commercial customers. Once the new facility is completed, expected to begin commissioning in 2028, MP Materials' total U.S. rare earth magnet manufacturing capacity will reach an estimated 10,000 metric tons.

The Company also expects to add additional heavy rare earth separation capabilities at its Mountain Pass, California, facility, solidifying its status as a national strategic asset where high-purity rare earth materials are extracted, separated and refined all in one location.

"This initiative marks a decisive action by the Trump administration to accelerate American supply chain independence," said James Litinsky, Founder, Chairman, and CEO of MP Materials. "We are proud to enter into this transformational public-private partnership and are deeply grateful to President Trump, our partners at the Pentagon, and our employees, customers and stakeholders for their unwavering support and dedication."

Rare earth magnets are one of the most strategically important components in advanced technology systems spanning defense and commercial applications. Yet today, the U.S. relies almost entirely on foreign sources. This strategic partnership builds on MP Materials' operational foundation to catalyze domestic production, strengthen industrial resilience, and secure critical supply chains for high-growth industries and future dual use applications.

The agreements comprise a comprehensive, long-term package – including convertible preferred equity, warrants, loans, and price floor and offtake commitments – that extend for more than a decade.

- DoD has entered into a 10-year agreement establishing a price floor commitment of \$110 per kilogram for MP Materials' NdPr products stockpiled or sold, reducing vulnerability to non-market forces and ensuring stable and predictable cash flow with shared upside.
- For a period of 10 years following the construction of the 10X Facility, DoD has agreed to ensure that 100% of the magnets produced at the 10X Facility will be purchased by defense and commercial customers with shared upside.
- The Company has obtained a commitment letter from JPMorgan Chase Funding Inc. and Goldman Sachs Bank USA to provide \$1.0 billion of financing for the costs of constructing and developing the 10X Facility, subject to customary terms and conditions set forth therein. In addition, within 30 days, the Company expects to receive the proceeds of a \$150 million loan from DoD in connection with its plan to expand its heavy rare earth separation capabilities at Mountain Pass.
- As part of the agreement, DoD agreed to purchase \$400 million of a newly-created series of the Company's preferred stock convertible into shares of the Company's common stock, and a warrant permitting DoD to purchase additional shares of the Company's common stock. The initial conversion price and exercise price are \$30.03 per share of common stock. The purchase is scheduled to close on July 11, 2025. The Company intends to use the proceeds of this investment to expand its existing rare earths separation and processing capabilities, as well as its magnet production capacity.
- As a result of the strategic investment, DoD is positioned to become the Company's largest shareholder. On an as-converted and as-exercised basis, the convertible preferred stock and the warrant represent, in the aggregate, 15% of the Company's issued and outstanding shares of common stock as of July 9, 2025, without giving effect to the issuance of such shares.

MP Materials currently operates the world's second-largest rare earth mine in Mountain Pass, California, where it extracts, refines, and separates rare earth materials. The Company is commissioning a magnetics facility in Texas, known as *Independence*, which anchors its downstream capabilities.

Skadden, Arps, Slate, Meagher & Flom LLP and Crowell & Moring LLP acted as legal advisors, and J.P. Morgan Securities LLC acted as exclusive financial advisor to MP Materials.

Investor Conference Call and Additional Information

For additional details regarding the agreements being entered into between MP Materials and DoD, please refer to the investor presentation available on MP Materials' investor relations page <https://investors.mpmaterials.com> and other documents that will be filed with the U.S. Securities and Exchange Commission (the "SEC").

MP Materials will hold an investor conference call on July 10, 2025, at 8:30 a.m. Eastern Time. The conference call will be accessible through a live webcast via MP Materials' investor relations page <https://investors.mpmaterials.com>. The call can also be accessed in listen-only mode by dialing 1-646-876-9923 and using the meeting ID: 96410701710 and passcode: 978482.

A replay of the call will also be available on MP Materials' investor relations page.

About

MP Materials (NYSE: MP) is America's only fully integrated rare earth producer with capabilities spanning the entire supply chain—from mining and processing to advanced metallization and magnet manufacturing. We extract and refine materials from one of the world's richest rare earth deposits in California and manufacture the world's strongest and most efficient permanent magnets. Our products enable innovation across critical sectors of the modern economy, including transportation, energy, robotics, defense, and aerospace. More information is available at <https://mpmaterials.com/>.

Cautionary Note Regarding Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. MP Materials Corp. (the "Company," "we," "us" and "our") intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements may be identified by the use of the words such as "estimate," "plan," "shall," "may," "project," "forecast," "intend," "expect," "anticipate," "believe," "seek," "will," "target," or similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements include, but are not limited to, statements regarding the forward-looking aspects of the transactions described in this press release (the "Transactions"), including the intended use of proceeds of the Transactions, the timing and consummation of future phases of the Transactions, the Company's and the DoD's future obligations related to the Transactions, and the expected impact of the Transactions on the Company's business and the broader industry; the availability of government appropriations, funding and support for the Transactions; the availability of additional or replacement funding for our development projects and operations; the financial, tax and accounting assessment and treatment of the various obligations and commitments under the Transaction Documents; our engagement with industry and the government and outcomes related to this engagement; the price and market for rare earth materials, the continued demand for rare earth materials and the market for rare earth materials generally; future demand for magnets; estimates and forecasts of the Company's results of operations and other financial and performance metrics, including NdPr oxide production and shipments and expected NdPr oxide production and shipments; and the Company's mining and magnet projects, including the Company's ability to expand its heavy rare earth separation capabilities, as well as the fact that the Company's obligation to undertake such expansion is conditioned upon the extension of the \$150 million loan by the DOD to expand heavy rare earth separation capabilities in accordance with the Transaction Agreement, and to develop the 10X Facility and to achieve run rate production of separated rare earth materials and production of commercial metal and magnets. Such statements are all subject to risks, uncertainties and changes in circumstances that could significantly affect the Company's future financial results and business.

These forward-looking statements are based on various assumptions, whether or not identified in this press release, and on the current expectations of our management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many actual events and circumstances are beyond our control. These forward-looking statements are subject to a number of risks and uncertainties, including, but not limited to, risks related to the timing and achievement of expected business milestones, including with respect to the construction of the 10X Facility and the extension of the \$150 million loan by the DOD to expand heavy rare earth separation capabilities; the availability of appropriations from the legislative branch of the federal government and the ability of the DoD to obtain funding and support for the Transactions; the determination by the legislative, judicial or executive branches of the federal government that any aspect of the Transactions was unauthorized, void or voidable; our ability to obtain additional or replacement financing, as needed; our ability to effectively assess, determine and monitor the financial, tax and accounting treatment of the Transactions, together with our and the Department of Defense's obligations thereunder; challenges associated with identifying alternate sales channels and customers for the highly-specialized products contemplated by the Transactions should the partnership be altered or terminated; our ability to effectively use the proceeds and utilize the other anticipated benefits of the Transactions as contemplated thereby; our ability to effectively comply with the broader legal and regulatory requirements and heightened scrutiny associated with government partnerships and contracts; limitations on the Company's ability to transact with non-U.S. customers; changes in trade and other policies and priorities in U.S. and foreign governments, including with respect to tariffs; fluctuations, variability and uncertainty in demand and pricing in the market for rare earth products, including magnets; volatility in the price of our common stock; and those risk factors discussed in the Company's filings with the SEC, including Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other documents filed by the Company with the Securities and Exchange Commission.

If any of these risks materialize or our assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that we do not presently know or that we currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements.

In addition, forward-looking statements reflect our expectations, plans or forecasts of future events and views as of the date of this press release. We anticipate that subsequent events and developments will cause our assessments to change. However, while we may elect to update these forward-looking statements at some point in the future, we specifically disclaim any obligation to do so, unless required by applicable law. These forward-looking statements should not be relied upon as representing our assessment as of any date subsequent to the date of this press release. Accordingly, undue reliance should not be placed upon the forward-looking statements.

Media:

media@mpmaterials.com

Investors:

ir@mpmaterials.com



A Transformational Public-Private Partnership

JULY 10, 2025

Cautionary Note Regarding Forward-Looking Statements

This presentation contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. MP Materials Corp. (the "Company," "we," "us" and "our") intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements may be identified by the use of the words such as "estimate," "plan," "shall," "may," "project," "forecast," "intend," "expect," "anticipate," "believe," "seek," "will," "target," or similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements include, but are not limited to, statements regarding the forward-looking aspects of the transactions described in this presentation (the "Transactions"), including the intended use of proceeds of the Transactions, the timing and consummation of future phases of the Transactions, the Company's and the Department of Defense's future obligations related to the Transactions, and the expected impact of the Transactions on the Company's business and the broader industry; the availability of government appropriations, funding and support for the Transactions; the availability of additional or replacement funding for our development projects and operations; the financial, tax and accounting assessment and treatment of the various obligations and commitments under the documents governing the Transactions; our engagement with industry and the government and outcomes related to this engagement; the price and market for rare earth materials, the continued demand for rare earth materials and the market for rare earth materials generally; future demand for magnets; estimates and forecasts of the Company's results of operations and other financial and performance metrics, including NdPr oxide production and shipments and expected NdPr oxide production and shipments; and the Company's mining and magnet projects, including the Company's ability to expand its separation capabilities to include samarium, the fact that the Company's ability to undertake such expansion is conditioned upon the Department of Defense extending the Samarium Project Loan in accordance with the agreements governing the Transactions, and to develop the 10X Facility to achieve run rate production of separated rare earth materials and production of commercial metal and magnets.

These forward-looking statements are based on various assumptions, whether or not identified in this presentation, and on the current expectations of our management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many actual events and circumstances are beyond our control. These forward-looking statements are subject to a number of risks and uncertainties, including, but not limited to, risks related to the timing and achievement of expected business milestones, including with respect to the construction of the 10X Facility and the extension of the Samarium Project Loan by the Department of Defense; the availability of appropriations from the legislative branch of the federal government and the ability of the Department of Defense to obtain funding and support for the Transactions; the determination by the legislative, judicial or executive branches of the federal government that any aspect of the Transactions was unauthorized, void or voidable; our ability to obtain additional or replacement financing, as needed; our ability to effectively assess, determine and monitor the financial, tax and accounting treatment of the Transactions, together with our and the Department of Defense's obligations thereunder; challenges associated with identifying alternate sales channels and customers for the highly-specialized products contemplated by the Transactions should the partnership be altered or terminated; our ability to effectively use the proceeds and utilize the other anticipated benefits of the Transactions as contemplated thereby; our ability to effectively comply with the broader legal and regulatory requirements and heightened scrutiny associated with government partnerships and contracts; limitations on the Company's ability to transact with non-U.S. customers; changes in trade and other policies and priorities in U.S. and foreign governments, including with respect to tariffs; fluctuations, variability and uncertainty in demand and pricing in the market for rare earth products, including magnets; volatility in the price of our common stock; and those risk factors discussed in the Company's filings with the SEC, including Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other documents filed by the Company with the Securities and Exchange Commission.

If any of these risks materialize or our assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that we do not presently know or that we currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect our expectations, plans or forecasts of future events and views as of the date of this presentation. We anticipate that subsequent events and developments will cause our assessments to change. However, while we may elect to update these forward-looking statements at some point in the future, we specifically disclaim any obligation to do so, unless required by applicable law. These forward-looking statements should not be relied upon as representing our assessment as of any date subsequent to the date of this presentation. Accordingly, undue reliance should not be placed upon the forward-looking statements.

Adjusted EBITDA and Estimates

This presentation includes some illustrative examples of forward-looking estimates of EBITDA as described below, which is a non-GAAP measure. Because these are illustrative examples and forward-looking estimates, we are unable to present a quantitative reconciliation to the most directly comparable GAAP financial measure, because such information is not available, and management cannot reliably predict all of the necessary components of such GAAP financial measure without unreasonable effort or expense. We believe non-GAAP measures such as EBITDA are indicators of the performance of our core business operations period-over-period. However, there are a number of limitations related to the use of this non-GAAP financial measure and its nearest GAAP equivalent.

In particular, these illustrative examples and estimates of EBITDA are based on the calculation of "EBITDA" as set forth in the agreements governing the transactions described herein between the Company and the Department of Defense and are not calculated in the same manner as we may calculate similarly titled measures for other purposes, including in our earnings releases or other announcements. In addition, our method of determining non-GAAP measures may be different from other companies' methods and, therefore, may not be comparable to those used by other companies, and we do not recommend the sole use of non-GAAP measures to assess our financial performance. Management does not consider non-GAAP measures in isolation or as an alternative or to be superior to financial measures determined in accordance with GAAP. The principal limitation of non-GAAP financial measures is that they exclude significant expenses and income that are required by GAAP to be recorded in our financial statements. In addition, they are subject to inherent limitations as they reflect the exercise of judgments by management about which expense and income are excluded or included in determining these non-GAAP financial measures.

The illustrative examples presented in this presentation are estimates and future projections and are based on various assumptions, which may prove to be incorrect. Various risks could cause our actual performance to be materially different from the illustrative examples, projections and estimates. These examples, projections and estimates are provided solely for illustrative purposes, and there can be no assurances that any such financial results or performance will ultimately be realized, in the manner illustrated herein or at all. These illustrative examples, projections and estimates should not be relied upon as being necessarily indicative of future results.

A Transformational Public-Private Partnership

The DoD is making a multi-billion-dollar commitment to accelerate American rare earth supply chain independence

DoD Investment & Strategic Capital

\$400M Convertible Preferred Equity

- Fixed conversion at \$30.03¹
- 7% annual PIK liquidation preference

Warrant

- Exercisable for 10-year period at \$30.03¹
- Increases underlying as-converted, as-exercised DoD ownership to 15.0% pre-close

\$150M loan

- To expand HREE separation capabilities
- 12-year duration
- Fixed rate at T+100

NdPr Price Floor Commitment

\$110/kg NdPr price floor

- DoD will pay MP the difference between \$110/kg and the market price
- Applies to all NdPr products (oxide, metal, concentrate)
- Ability to realize on sold, stockpiled and/or internally consumed products

Shared upside

- Once 10X facility achieves target capacity, DoD receives 30% of upside above \$110/kg

10-year term beginning in Q4 2025

"10X" Magnet Manufacturing Expansion

MP to construct new "10X" facility

- 10X + *Independence* expansion will target 10,000 MT of annual capacity
- 100% DoD offtake commitment for defense consumption and commercial syndication
- Cost-plus pricing with a \$140M minimum EBITDA guarantee (2.0% annual escalator)

Shared upside on 10X facility

- DoD receives first \$30M of upside above \$140M EBITDA; 50/50 split with MP beyond \$170M EBITDA

10-year term beginning at 10X commissioning



U.S. Department of Defense

NdPr Price Floor Commitment Overview

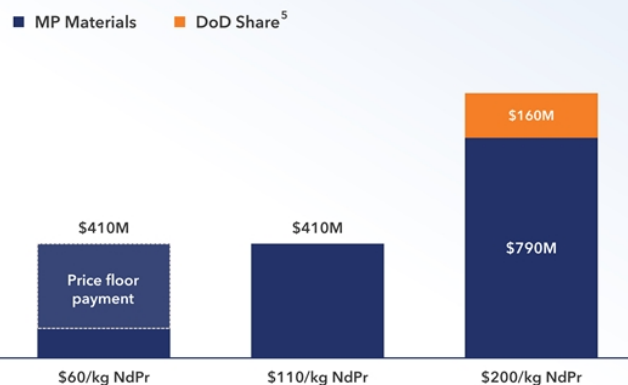
A durable pricing mechanism that ensures stable and predictable cash flow with shared upside

Historical NdPr Pricing¹



Illustrative Annual Materials Segment EBITDA^{2,3}

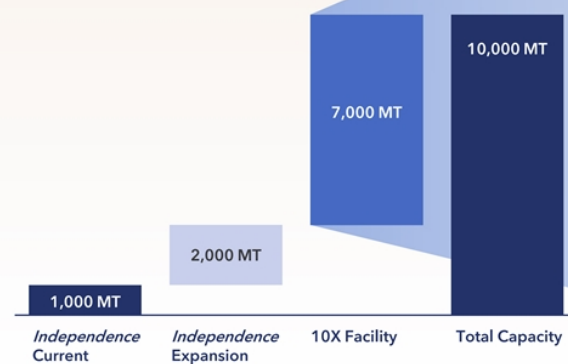
Assumes 6,075 MT⁴ of annual NdPr production and target run-rate production cost



10X Facility Offtake Overview

A 10-year commitment that ensures stability and minimum cash flow with shared upside

MP Annual Magnet Capacity Target



Illustrative Annual 10X Facility EBITDA¹

Assumes 7,000 MT of magnets produced by 10X annually

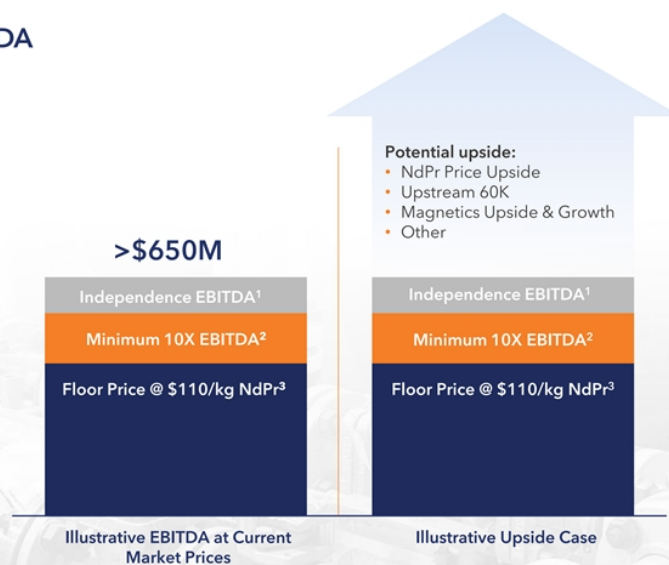
■ MP Materials ■ DoD Share



Significant EBITDA Visibility with Upside Opportunity

MP is now positioned as a national champion with a durable and scalable economic platform

Illustrative Annual EBITDA



1) Illustrative view of Independence EBITDA; assumes performance under existing supply agreements and Company's estimates of future contracts with potential customers enabled by targeted expansion
2) Assumes 7,000 MT of magnet capacity available at 10X annually
3) Assumes 6,075 MT of annual NdPr production and target run-rate production cost



Transaction Summary

A win for MP shareholders, government & industry, and U.S. taxpayers

Accelerates build-out of fully integrated American supply chain at scale

Addresses significant economic and national security vulnerability

Secures critical input to Physical AI and future dual-use technologies

Aligns MP and DoD interests with shared upside and strict performance expectations

Positions MP as a national champion with a durable and scalable economic platform



U.S. Department of Defense

