



ASX Announcement 5 September 2025

Shenghe Scheme consideration increased and declared best and final

Peak Rare Earths Limited (ASX: **PEK**) ("**Peak**" or the "**Company**") is pleased to announce that Shenghe Resources (Singapore) Pte. Ltd. ("**Shenghe**") has agreed to increase the cash consideration payable under the proposed scheme of arrangement originally announced on 15 May 2025 whereby Shenghe proposes to acquire 100% of Peak ("**Scheme**").

Shenghe has agreed to increase the consideration payable under the Scheme so as to value 100% of Peak at A\$195 million ("**Revised Scheme Proposal**").

Accordingly, the consideration payable to Scheme Shareholders¹ under the Revised Scheme Proposal should it become effective will now be not less than \$0.443 cash per Peak share², being:

- **a ~32% premium to the closing price of Peak shares on ASX on 4 September 2025 (being the last day on which Peak shares traded before announcement of the Revised Scheme Proposal) of \$0.335 per share;**
- **a ~269% premium to the closing price of Peak shares on ASX on 9 May 2025 (being the last day on which Peak shares traded before announcement of the original Scheme) of \$0.12 per share; and**
- **a ~23% increase in the minimum cash consideration payable under the original Scheme proposal.³**

Shenghe has confirmed that the consideration payable under the Revised Scheme Proposal is its **best and final** proposal as to the consideration payable under the Scheme and that Shenghe will not increase the consideration further, subject to no competing proposal for Peak emerging.

¹ A Scheme Shareholder is any person who holds Peak shares on the register of members as at the record date for the Scheme, other than Shenghe.

² The final Scheme consideration will be announced on the date the Scheme takes effect because, at that time, the fully diluted issued capital of Peak as at the date for determining the Peak shareholders that are 'Scheme Shareholders' will be known. Whilst Peak has no intention to issue any further securities prior to the date that the Scheme takes effect, the fully diluted issued capital of Peak may decrease if any of the performance rights currently on issue were to lapse prior to the date that the Scheme becomes effective. If any of the Peak performance rights on issue lapse prior to the date the Scheme takes effect, then the Scheme consideration will be higher due to a lesser number of Peak shares being on issue as at that time. If all of the Peak performance rights currently on issue were to lapse, the Scheme consideration would increase to \$0.453 (rounded to three decimal places) per Peak share.

³ The original Scheme proposal valued 100% of Peak at \$157,992,038.



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The Scheme Implementation Deed and the Scheme have been amended to reflect the Revised Scheme Proposal and a copy of the amending deed is attached.

Peak shareholders who have already submitted a valid proxy form will be able to revise their proxy instruction by completing and returning a replacement proxy form. Peak shareholders who require a replacement proxy form can obtain one by contacting the Peak Shareholder Information Line on 1300 630 625 (within Australia) or +61 2 9129 5052 (outside of Australia) between 9.00am and 5.00pm (Sydney time) Monday to Friday (excluding public holidays). Valid proxy forms which have already been submitted by Peak shareholders will remain valid unless revoked.

Peak Independent Board Committee recommendation

The Peak Independent Board Committee⁴ unanimously recommends that shareholders vote in favour of the Scheme, in the absence of a superior proposal and subject to an independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of Peak shareholders not associated with Shenghe. Subject to those same qualifications, each member of the Peak Independent Board Committee intends to vote, or cause to be voted, all Peak shares in which they have a relevant interest in favour of the Scheme.

Further information

Peak shareholders who have any questions in relation to the Revised Scheme Proposal should contact the Peak Shareholder Information Line on 1300 630 625 (within Australia) or +61 2 9129 5052 (outside of Australia) between 9.00am and 5.00pm (Sydney time) Monday to Friday (excluding public holidays). Alternatively, if you want to contact Peak's share registry, MUFG Corporate Markets, please call 1300 554 474 (within Australia) or +61 1300 554 474 (outside of Australia) at any time from 8.30am to 7.30pm (Sydney time) Monday to Friday (excluding public holidays). Further information can also be obtained from Peak's website at www.peakrareearths.com.

Nothing contained in this announcement constitutes investment, legal, tax or other advice. Investors should seek appropriate professional advice before making any investment decision.

This announcement is authorised for release by the Company's Board of Directors.

Bardin Davis

Chief Executive Officer

Media inquiries:

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⁴ Comprised of all Peak directors excluding Non-Executive Director Dr Shasha Lu. Dr Lu has been nominated to the Peak board by, and is a director of, Shenghe and so abstains from making a recommendation.

Shenghe Resources (Singapore) Pte. Ltd.

Peak Rare Earths Limited

Amendment Deed

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Date 4 September 2025

Parties

Shenghe Resources (Singapore) Pte. Ltd. with Unique Entity Number 201602200G of 60 Paya Lebar Road, #04-23 Paya Lebar Square, Singapore 409051 (**Shenghe Singapore**)

Peak Rare Earths Limited ACN 112 546 700 of Suite 5, Level 3, 220 St Georges Terrace, Perth, WA 6000 (**Peak**)

Background

- A The parties are parties to the Original Document.
- B The parties have agreed to amend the Original Document on the terms contained in this document.
- C The resolution proposed to be put at the Scheme Meeting is to approve the scheme of arrangement described in the Scheme Booklet, relevantly with any alterations as approved by the Court to which Peak and Shenghe Singapore agree.
- D Peak and Shenghe Singapore wish to record their agreement to alterations to the Scheme set out in Appendix 2 of the Scheme Booklet.

Agreed terms

1 Definitions and interpretations

1.1 Definitions

Unless expressly defined below, a capitalised term used in this document has the same meaning as given to that term in the Original Document:

Amended Document	The Original Document as amended in accordance with this document.
Effective Date	The date of this document.
Original Document	The Scheme Implementation Deed dated 14 May 2025 as novated and amended pursuant to the Amendment and Novation Deed dated 24 July 2025 between Ganzhou Chenguang Rare Earths New Material Co., Ltd., Shenghe Singapore and Peak, and as amended by an amendment

deed dated 5 August 2025 between Shenghe Singapore and Peak.

1.2 Interpretation clause

Clause 1.2 of the Original Document applies to this document as if it was expressly contained in this document.

2 Amendment of Original Document

2.1 Amendment

- (a) On and from the Effective Date, the Original Document is amended as follows:

Clause	Amendment
Clause 1.1, 'Scheme Consideration'	<p>The definition of 'Scheme Consideration' in clause 1.1 is deleted and replaced with the following definition:</p> <p>Scheme Consideration The consideration to be provided to Scheme Shareholders under the terms of the Scheme (subject to clause 4.5), being:</p> <p><i>A\$195,000,000</i></p> <p><i>Total number of Shares as at the Record Date which shall include the Scheme Shares and the Shares held by Shenghe Singapore as at the Record Date</i></p> <p>in accordance with the Deed Poll.</p>
Annexure B	<p>The Scheme in Annexure B is replaced with the Scheme set out in Appendix 2 of the Scheme Booklet as amended by clause 3 of this document.</p>

- (b) On and from the Effective Date, each party is bound by the Amended Document.

3 Amendment to Scheme

- (a) The proposed form of the Scheme (as contained in Appendix 2 of the Scheme Booklet and the subject of the resolution contained in the notice of scheme meeting (as contained in Appendix 4 of the Scheme Booklet)) is amended by deleting the definition of Scheme Consideration in clause 1.1 and replacing it with:

Scheme Consideration The consideration to be provided by Shenghe to each Scheme Shareholder for the transfer to Shenghe of each Scheme Share under the terms of this Scheme, calculated as follows:

A\$195,000,000

*Total number of Shares as at the Record Date which shall
include the Scheme Shares and the Shares held by
Shenghe as at the Record Date*

subject always to the terms of this Scheme.

- (b) Peak must propose a resolution at the Scheme Meeting that will, if passed, amend the Scheme to reflect the increase in the Scheme Consideration as contemplated by **clause 3(a)**.

4 Continued force and effect

4.1 Amendments not to affect validity, rights, obligations

- (a) This document is intended only to vary the Original Document and the terms of the Scheme, as applicable, and not to terminate, discharge, rescind or replace them.
- (b) The amendments to the Original Document do not affect the validity or enforceability of the Original Document.
- (c) Except as expressly stated in this document, nothing in this document:
 - (i) prejudices or adversely affects any right, power, authority, discretion or remedy which arose under or in connection with the Original Document before the date of this document; or
 - (ii) discharges, releases or otherwise affects any liability or obligation which arose under or in connection with the Original Document before the date of this document.

4.2 Confirmations

- (a) On and with effect from the date of this document, each party is bound by the Original Document as amended by this document.
- (b) Shenghe Singapore acknowledges and agrees that:
 - (i) the amendments to the terms of the Scheme do not affect the validity or enforceability of the Deed Poll in the form executed by Shenghe Singapore in favour of each Scheme Shareholder and dated 24 July 2025 (**Executed Deed Poll**); and
 - (ii) on and with effect from the date of this document, the Executed Deed Poll applies in respect of the Scheme as amended by this document.

4.3 Acknowledgements

- (a) Each party acknowledges and agrees that, in complying with clause 5.1(n) of the Amended Document, Peak will apply to the Court for orders approving the Scheme as amended by this document.
- (b) Each party acknowledges that this document complies with clause 17.6 of the Original Document and is otherwise issued in compliance with the Original Document and the Scheme.

5 Warranties

Each party represents and warrants to each other party that:

- (a) **capacity**: it has capacity unconditionally to execute and deliver and comply with its obligations under this document;
- (b) **action taken**: it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with its obligations under, this document;
- (c) **binding obligations**: this document constitutes its valid and legally binding obligations and is enforceable against it by any other party in accordance with its terms; and
- (d) **no contravention**: its unconditional execution and delivery of, and compliance with its obligations under this document, do not contravene:
 - (i) any law to which it or any of its property is subject or any order or directive from a government body binding on it or any of its property; or
 - (ii) its constituent documents, any agreement or instrument to which it is a party or any obligation to any other person.

6 General

6.1 Further acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this document.

6.2 Stamp duty

Shenghe Singapore must pay all stamp duties (if any) and any fines, interest and penalties with respect to stamp duty in respect of this document.

6.3 Expenses

Except as otherwise provided in this document, each party will pay its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this document.

6.4 Amendments

This document may only be varied by a document signed by or on behalf of each of the parties.

6.5 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this document without the prior written consent of the other party, which consent that other party may give or withhold in its absolute discretion.

6.6 Waiver

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this document by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this document.
- (b) Any waiver or consent given by any party under this document will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this document will operate as a waiver of another breach of that term or of a breach of any other term of this document.
- (d) Nothing in this document obliges a party to exercise a right to waive any conditional term of this document that may be in its power.

6.7 Counterparts

- (a) This document may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart. Each counterpart is an original but the counterparts together are one and the same agreement.
- (b) This document is binding on the parties on the exchange of duly executed counterparts.
- (c) The parties agree that a copy of an original executed counterpart sent by email to the email address of the other party specified in clause 16.3 of the Original Document, instead of the original, is sufficient evidence of the execution of the original and may be produced in evidence for all purposes in place of the original.

6.8 Entire agreement

This document constitutes the entire agreement of the parties in respect of the amendment of the Original Document. It supersedes all prior discussions, negotiations, understandings and agreements in respect of the amendment of the Original Document.

6.9 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this document, except for representations or inducements expressly set out in this document.
- (b) Each party acknowledges and confirms that it does not enter into this document in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this document.

6.10 No merger

The rights and obligations of the parties will not merge on completion of any transaction under this document. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.

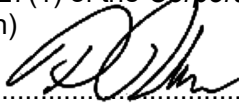
6.11 Governing law

- (a) This document is governed by and will be construed according to the laws of Western Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia and of the courts competent to determine appeals from those courts.
- (c) Without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under clause 16 of the Original Document.

Execution

Executed as a deed.

Executed by Peak Rare Earths Limited)
ACN 112 546 700 in accordance with)
section 127(1) of the *Corporations Act*
2001 (Cth)



.....
Company Secretary

Philip Rundell

.....
Name of Company Secretary (print)



.....
Director

Russell Scrimshaw

.....
Name of Director (print)

Signed sealed and delivered by)
Shenghe Resources (Singapore) Pte.)
Ltd. in the presence of:



.....
Signature of witness

LI Ling

.....
Name of Witness



.....
Signature of authorised signatory

WANG Quangen

.....
Name of authorised signatory