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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): September 27, 2024**

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**PERIMETER SOLUTIONS, SA**

(Exact name of registrant as specified in its charter)

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**Grand Duchy of Luxembourg**  
(State or other jurisdiction  
of incorporation)

**001-41027**  
(Commission  
File Number)

**98-1632942**  
(IRS. Employer  
Identification No.)

**28, Boulevard Raiffeisen, L-2411 Luxembourg  
Grand Duchy of Luxembourg**

**352 2668 62-1**  
(Address of principal executive offices, including zip code)  
**(314) 396-7343**

Registrant's telephone number, including area code

**Not Applicable**

(Former name or former address, if changed since last report.)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares, nominal value \$1.00 per share	PRM	New York Stock Exchange
Warrants for Ordinary Shares	PRMFF	OTC Markets Group Inc.

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.

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**Item 8.01 Other Events.**

On September 27, 2024, Perimeter Solutions, SA (the “Company”) executed a supplement (the “Supplement”) to the Warrant Instrument with Computershare Inc. dated as of November 8, 2021 (the “Warrant Instrument”) permitting holders of all outstanding warrants of the Company issued to investors in connection with its initial public offering to exercise their warrants on a cashless exercise basis. A copy of the Supplement, the notice provided to holders of warrants of the Company and the related press release are attached hereto as Exhibits 99.1, 99.2 and 99.3, respectively, and are incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

The following exhibit is being furnished as part of this Current Report on Form 8-K.

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">99.1</a>	<a href="#">Supplement No. 1 to Warrant Instrument dated as of September 27, 2024</a>
<a href="#">99.2</a>	<a href="#">Notice to Holders of Warrants</a>
<a href="#">99.3</a>	<a href="#">Press Release dated September 30, 2024</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURES**

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

Date: October 1, 2024

**Perimeter Solutions, SA**

By: /s/ Kyle Sable  
Kyle Sable  
Chief Financial Officer

## SUPPLEMENT NO. 1 TO WARRANT INSTRUMENT

This First Supplement to the Warrant Instrument (this “**Supplement**”) is made as of September 27, 2024 by and among Perimeter Solutions, SA, a public limited company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg (the “**Company**”) and Computershare Inc., a Delaware corporation (“**Computershare**”) and its wholly-owned subsidiary Computershare Trust Company, N.A., a federally chartered trust company (together with Computershare, the “**Receiving Agent**”) and serves as a supplement to that certain Warrant Instrument, dated as of November 8, 2021, by and between the Company and the Receiving Agent (the “**Warrant Instrument**”). Capitalized terms used but not defined herein shall have the respective meanings given to them in the Warrant Instrument.

**WHEREAS**, the Warrant Instrument provides for the issue of up to 34,020,000 Warrants, with each Warrant entitling the holder thereof to acquire one-fourth of the Company’s Ordinary Shares; and

**WHEREAS**, Pursuant to Section 11.1 of the Warrant Instrument, the Company desires to modify the Warrant Instrument to allow Warrantheolders to exercise the Warrants on a cashless basis;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein and other good and valuable the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto supplement the Warrant Instrument as set forth herein.

1. Section 1 of the Warrant Instrument is hereby amended to add the following definition:

“**Cashless Exercise**” means an exercise of a Subscription Right in which, in lieu of payment of the Exercise Price in cash, the Warrantheolder elects to receive a lesser number of Ordinary Shares in payment of the Exercise Price, as determined in accordance with clause 4.15.

2. Section 4 of the Warrant Instrument is hereby amended to add the following:

4.15 Holders of Warrants may, in lieu of paying the Exercise Price in cash, exercise Subscription Rights in whole or in part on a cashless basis (a “**Cashless Exercise**”), by surrendering the Warrants for that number of Ordinary Shares equal to the quotient obtained by dividing  $[(A-B) (X)]$  by (A), where:

- (A) = the average of the Average Price over the immediately preceding three (3) Trading Days ending one (1) trading day prior to the date the Receiving Agent (or such other person as shall have been notified to Warrantheolders in accordance with clause 13.2) shall have received the Subscription Notice properly completed and duly signed (or any other document(s) as each of the Company and the Receiving Agent may, in its absolute discretion, accept);
- (B) = Exercise Price, as adjusted hereunder; and
- (X) = The number of Ordinary Shares that would be issuable upon the exercise of a Warrantheolder’s Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

Upon receipt of a Subscription Notice for a Cashless Exercise, the Receiving Agent will promptly deliver a copy of the Subscription Notice to the Company to confirm the number of Ordinary Shares issuable in connection with the Cashless Exercise. The Company shall calculate and transmit to the Receiving Agent in a written notice, and the Receiving Agent shall have no duty, responsibility or obligation under this section to calculate, the number of Ordinary Shares issuable in connection with any Cashless Exercise. The Receiving Agent (i) shall have no duty or obligation to investigate or confirm whether the Company’s determination of the number of shares of Ordinary Shares to be issued is accurate or correct, (ii) shall be entitled to rely conclusively on any such written notice

provided by the Company, and (iii) shall not be liable for any action taken, suffered or omitted to be taken by it in accordance with such written instructions or pursuant to this Warrant Instrument.

4.16 In the event of a cash exercise, the Company hereby instructs the Receiving Agent to record cost basis for newly issued Ordinary Shares in a manner subsequently communicated in writing to the Receiving Agent. In the event of a Cashless Exercise, the Company shall provide the cost basis for shares issued pursuant to a Cashless Exercise at the same time it transmits the number of Ordinary Shares to the Receiving Agent.

3. Annex A (Subscription Notice) to the Warrant Instrument is hereby amended in the form attached as Exhibit A to this Supplement.

#### 4. Miscellaneous

4.1. Effect of this Supplement. It is the intent of the parties hereto that this Supplement constitutes an amendment of the Warrant Instrument. Except as expressly provided in this Supplement, the terms of the Warrant Instrument shall remain in full force and effect.

4.2. Governing Law. This Supplement shall be governed by the laws of the Grand Duchy of Luxembourg without regard to its rules on conflict of laws, except that the rights, immunities, duties and obligations of the Warrant Agent shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed entirely within such state without regard to its rules of conflict of laws.

4.3. The courts of the Grand Duchy of Luxembourg shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Supplement or any Warrant or their subject matter or formation (including non-contractual disputes or claims). Notwithstanding the foregoing, each party (i) agrees that the courts of the State of Delaware and of the United States of America located in such state (the "Delaware Courts") shall have exclusive jurisdiction to settle any dispute or claim to which the Warrant Agent is party, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from the Delaware Courts, and (iii) waives any claim of improper venue or any claim that the Delaware Courts are an inconvenient forum.

4.4. Severability. If any term, provision, covenant or restriction of this Supplement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Supplement shall remain in full force and effect and shall in no way be affected, impaired or invalidated; provided, however, that if such excluded provision shall affect the rights, immunities, liabilities, duties or obligations of the Receiving Agent, the Receiving Agent shall be entitled to resign immediately upon written notice to the Company.



This Supplement has been executed by the Company and Computershare Inc. on the date first written above.

**PERIMETER SOLUTIONS, SA**

/s/ Kyle Sable

Name: Kyle Sable

Title: Chief Financial Officer

**COMPUTERSHARE TRUST COMPANY,  
N.A. and COMPUTERSHARE INC.**

On behalf of both entities

/s/ Collin Ekeogu

Name: Collin Ekeogu

Title: Senior Manager, Corporate Actions

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**Exhibit A  
Subscription Notice**

**Annex A**

PRIOR TO INVESTING IN THE SECURITIES OR CONDUCTING ANY TRANSACTIONS IN THE SECURITIES, INVESTORS ARE ADVISED TO CONSULT PROFESSIONAL ADVISERS REGARDING THE RESTRICTIONS ON TRANSFER SUMMARIZED BELOW AND ANY OTHER RESTRICTIONS.

**SUBSCRIPTION NOTICE**

In order to exercise all or any of the Warrants represented by this Warrant Certificate, this Subscription Notice duly completed and signed, together with the payment in cleared funds referred to below, must be submitted to the Registrar's Receiving Agent, who is initially Computershare Inc. located at 150 Royal Street, Canton, Massachusetts, 02021, USA (or such other Receiving Agent and address as the Registrar may appoint).

To: The Directors, Perimeter Solutions SA

I/We the undersigned, being the registered holder(s) of the [•] Warrants hereby give(s) notice of his/their wish to exercise [•] Warrant(s) to subscribe for [•] Ordinary Shares in Perimeter Solutions SA in accordance with the provisions of the Warrant Instrument as follows:

Exercise for Cash. I/We enclose payment for US\$ [•] in favour of Perimeter Solutions SA being the aggregate payment of the full subscription price for the total number of such Warrants.\*

\*Please contact the Receiving Agent if you wish to pay by way of electronic transfer.

Cashless Exercise. I/We elect to exercise the Warrant on a cashless basis.

I/We direct you to issue the relevant number of Ordinary Shares to the person(s) whose name(s) and address(es) is/are set out in the Form of Nomination set out below and who has signed the acceptance set out therein or, if none is set out, to me/us in which event I/we agree to accept such shares subject to the Articles of Association of Perimeter Solutions SA.

I/We authorise and request the entry of the name(s) of such persons in the register of shareholders of the Company in respect thereof.

I/We require the dispatch of

- (a) certificates in respect of the Ordinary Share(s) to be issued to such Persons; and
- (b) a Warrant Certificate in the name(s) of such persons for any balance of my/our Warrants remaining exercisable,

at the risk of such persons to such address as is set out in the Form of Nomination or, if none is set out, to my/our address set out in the Register of Warranholders or (in the case of joint holders) to the address of that one whose name stands first in such form of Nomination or (if applicable) Register in respect of the Warrants represented by this Warrant Certificate by ordinary postal service.

Dated: \_\_\_\_\_

Signature(s): \_\_\_\_\_

\_\_\_\_\_



GUIDANCE NOTES:

Exercise of the Warrants represented by this Warrant Certificate may be consolidated with the exercise of Warrants represented by other Warrant Certificates by the use of only one Subscription Notice, provided that the other Warrant Certificates are attached to the Subscription Notice.

In the case of joint holdings, all joint holders must sign.

**FORM OF NOMINATION**

Please insert in **BLOCK CAPITALS** in the box below the full name(s) of the person(s) to whom you wish the Ordinary Share(s) arising on the exercise of your Warrants to be issued and the address to which any certificate for such Ordinary Share(s) together with any balance certificate for Warrants should be sent and the address of the sole or first-named Warrantholder.

I/We agree to accept all the fully paid Ordinary Shares of the Company to be issued to me/us subject to the Articles of Association of Perimeter Solutions SA.

Signed \_\_\_\_\_

Dated \_\_\_\_\_

If the above box is left blank, the Ordinary Shares will be issued to the Warrantholder(s) named in the relevant Warrant Certificate and the certificate for such Ordinary Shares together with any balance Warrant Certificate will be sent to the registered address of the sole or first-named Warrantholder.





**NOTICE TO HOLDERS OF WARRANTS OF PERIMETER SOLUTIONS, SA**

**WARRANT CUSIP L7579L114**

YOU ARE HEREBY NOTIFIED that Perimeter Solutions, SA (the “Company”) and Computershare Trust Company, as receiving agent, have amended the Warrant Instrument dated as of November 8<sup>th</sup>, 2021 (the “Instrument”) effective September 27, 2024 to provide that a holder of the above-referenced warrants (the “Warrants”) that is entitled to exercise the Warrants may elect to exercise the Warrants on a cashless basis (in addition to exercise on a cash basis).

Section 4.15 of the Instrument, as amended, provides as follows:

“4.15 Holders of Warrants may, in lieu of paying the Exercise Price in cash, exercise Subscription Rights in whole or in part on a cashless basis (a “Cashless Exercise”), by surrendering the Warrants for that number of Ordinary Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

- (A) = the average of the Average Price over the immediately preceding three (3) Trading Days ending one (1) trading day prior to the date the Receiving Agent (or such other person as shall have been notified to Warrantheholders in accordance with clause 13.2) shall have received the Subscription Notice properly completed and duly signed (or any other document(s) as each of the Company and the Receiving Agent may, in its absolute discretion, accept);
- (B) = Exercise Price, as adjusted hereunder; and
- (X) = The number of Ordinary Shares that would be issuable upon the exercise of a Warrantheholder’s Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

Upon receipt of a Subscription Notice for a Cashless Exercise, the Receiving Agent will promptly deliver a copy of the Subscription Notice to the Company to confirm the number of Ordinary Shares issuable in connection with the Cashless Exercise. The Company shall calculate and transmit to the Receiving Agent in a written notice, and the Receiving Agent shall have no duty, responsibility or obligation under this section to calculate, the number of Ordinary Shares issuable in connection with any Cashless Exercise. The Receiving Agent (i) shall have no duty or obligation to investigate or confirm whether the Company’s determination of the number of shares of Ordinary Shares to be issued is accurate or correct, (ii) shall be entitled to rely conclusively on any such written notice provided by the Company, and (iii) shall not be liable for any action taken, suffered or omitted to be taken by it in accordance with such written instructions or pursuant to this Warrant Instrument.”

Section 4.16 of the Instrument, as amended, provides as follows:

“In the event of a cash exercise, the Company hereby instructs the Receiving Agent to record cost basis for newly issued Ordinary Shares in a manner subsequently communicated in writing to the Receiving Agent. In the event of a Cashless Exercise, the Company shall provide the cost basis for shares issued pursuant to a Cashless Exercise at the same time it transmits the number of Ordinary Shares to the Receiving Agent.”

Dated: September 27, 2024

PERIMETER SOLUTIONS, SA

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## **Perimeter Solutions Announces Warrant Instrument Amendment to Permit Holders of Warrants that Expire on November 11, 2024 to Exercise both on a Cash and Cashless Basis**

Clayton, Missouri, September 30, 2024 – Perimeter Solutions, SA (NYSE: PRM) ("Perimeter" or the "Company"), a leading provider of mission-critical firefighting products and services, as well as high-quality phosphorus-based specialty chemicals, today announced that the Company will permit holders of all outstanding warrants of the Company ("Warrants") issued to investors in connection with its initial public offering (the "Warrant holders") to exercise their Warrants on a cashless exercise basis beginning, it expects, on or around October 3, 2024. Warrant holders may continue to exercise their Warrants on a cash basis. No other terms of the Warrants are being amended. The Warrants expire on November 11, 2024.

The cashless exercise right being offered to Warrant holders allows them to capture the value between the current price of Perimeter's Ordinary Shares and the exercise price of the Warrants without the need to provide cash on exercise.

Cashless exercise would enable Warrant holders to exercise their Warrants without paying cash but rather paying the exercise price from the value of the Ordinary Shares that would otherwise be issued to the Warrant holder were the Warrants exercised on a cash basis. The Warrant holders exercising on a cashless basis would receive a number of Ordinary Shares equal in value to the volume weighted average price of one Ordinary Share at the time of exercise (calculated according to a formula set forth in the supplement to the warrant instrument) less the exercise price of the Warrants multiplied by the number of Warrants being exercised. A description of the manner for determining the number of shares issuable to a Warrant holder that exercises its Warrants on a cashless basis is contained in the supplement to the warrant instrument to be filed with the Securities and Exchange Commission on Form 8-K.

### **About Perimeter Solutions**

Perimeter Solutions is a leading global solutions provider, providing high-quality firefighting products and phosphorus-based specialty chemicals. The Company's business is organized and managed in two reporting segments: Fire Safety and Specialty Products.

The Fire Safety business consists of formulating, manufacture and sale of fire retardants and firefighting foams that assist in combating various types of fires, including wildland, structural, flammable liquids and others. Our Fire Safety business also offers specialized equipment and services, typically in conjunction with our fire management products, to support our customers' firefighting operations. Our specialized equipment includes airbase retardant storage, mixing, and delivery equipment; mobile retardant bases; retardant ground application units; mobile foam equipment; and equipment that we custom design and manufacture to meet specific customer needs. Our service network can meet the emergency resupply needs of over 150 air tanker bases in North America, as well as many other customer locations in North America and internationally. The segment is built on the premise of superior technology, exceptional responsiveness to our customers' needs, and a "never-fail" service network. The segment sells products to government agencies and commercial customers around the world.

The Specialty Products business produces and sells high quality Phosphorus Pentasulfide ("P<sub>2</sub>S<sub>5</sub>") primarily used in the preparation of lubricant additives, including a family of compounds called Zinc Dialkyldithiophosphates ("ZDDP") that provide critical anti-wear protection to engine components. P<sub>2</sub>S<sub>5</sub> is also used in pesticide and mining chemicals applications.

### **Forward-looking Information**

This press release may contain "forward-looking statements" within the meaning of the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those in the forward-looking statements. Forward-looking statements can be identified by words such as: "anticipate," "intend," "plan," "goal," "seek," "believe," "project," "estimate," "expect," "strategy," "future," "likely," "may," "should," "will," and similar references to future periods including expectations regarding when the Warrants may be exercised on a cashless exercise basis. Any such forward-looking statements are not guarantees of performance or results, and involve risks, uncertainties (some of which are

beyond the Company's control) and assumptions. Although Perimeter believes any forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect Perimeter's actual financial results and cause them to differ materially from those anticipated in any forward-looking statements, including the risk factors described from time to time by us in our filings with the Securities and Exchange Commission ("SEC"), including, but not limited to, the Company's Annual Report on Form 10-K for the year ended December 31, 2023 filed with the SEC on February 22, 2024. Shareholders, potential investors and other readers should consider these factors carefully in evaluating the forward-looking statements.

Any forward-looking statement made by Perimeter in this press release speaks only as of the date on which it is made. Perimeter undertakes no obligation to update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

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SOURCE: Perimeter Solutions, SA.

CONTACT: [ir@perimeter-solutions.com](mailto:ir@perimeter-solutions.com)

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