

THIS SUPPLEMENTAL DEED is made on 29 August 2024 (the "**Deed**").

BETWEEN:

- (1) **MA CHIN CHEW** (Identification No. S6806230F), a Singapore citizen and having his residential address at 6 Toh Yi Drive, #06-243, Toh Yi Gardens, Singapore 590006 ("**MCC**");
- (2) **RADIANT GRAND INTERNATIONAL LIMITED** (Company Registration No. 1966296), a company incorporated in the British Virgin Islands and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands ("**RGI**"); and
- (3) **BETAGRO PUBLIC COMPANY LIMITED** (Company Registration No. 0107539000022), a company incorporated in Thailand and having its registered office at Betagro Tower (North Park), 323 Vibhavadi Rangsit Rd., Thung Song Hong Sub-district, Lak Si District, Bangkok 10210, Thailand ("**BTG**").

(collectively, the "**Parties**" and each, a "**Party**").

WHEREAS:

- (A) The Parties have entered into a Deed of Indemnity dated 15 August 2024 (the "**Deed of Indemnity**") in relation to BTG's proposed acquisition of all the shares in the capital of the Target (as defined in the Deed of Indemnity) by way of a Scheme (as defined in the Deed of Indemnity), substantially upon the terms and conditions set out in the Joint Announcement (as defined in the Deed of Indemnity) in the form to be appended as a schedule to the Implementation Agreement (as defined in the Deed of Indemnity).
- (B) The Parties have agreed to enter into this Deed to amend, modify and supplement the Deed of Indemnity as set out herein, with effect on and from the date of this Deed.

IT IS AGREED as follows:

1. AMENDMENTS TO THE DEED OF INDEMNITY

- 1.1 Unless otherwise defined in this Deed, capitalised terms herein shall have the meanings ascribed to them in the Deed of Indemnity.
- 1.2 The Parties have agreed to amend, modify and supplement the Deed of Indemnity, with effect on and from the date of this Deed (and without requiring any further consent from or action on the part of any Party) as follows:
 - (a) by amending clause 1(c)(ii) of the Deed of Indemnity to reflect the additions as indicated by the underlined text and deletions as indicated by the deleted text as follows:

"the cancellation of 125,000,000 Shares held by RGI in consideration of the Cancellation Price which shall be capitalised and satisfied by the Offeror crediting as fully paid shares of the Offeror to be allotted and issued to RGI. Simultaneously, Betagro shall advance the amount of HK\$~~444,375,000~~430,451,400 to the Offeror for the settlement of the Cancellation Price in cash which shall be immediately capitalised by the issue of new shares of the Offeror to Betagro. The new shares of the Offeror to be issued hereunder shall result in Betagro and RGI holding 75% and 25%, respectively, of the issued share capital of the Offeror as enlarged by the allotment and issue of the shares of the Offeror;"
 - (b) by deleting the definition of "Offer Price" as set out in Schedule 1 of the Deed of Indemnity in its entirety; and

- (c) by amending paragraph 3 in Schedule 4 of the Deed of Indemnity to reflect the additions as indicated by the underlined text and deletions as indicated by the deleted text as follows:

"3. Maximum Total Liability of RGI

The maximum aggregate liability of RGI in respect of all claims under, arising out of or in connection with a breach of the Warranties, whenever and on whatever basis made, shall be an amount equal to ~~the dollar value equivalent to 100% of the aggregate Offer Price payable by the Offeror in respect of the Relevant Shares (assuming RGI received cash for all such Shares)~~ \$58,269,938.36."

2. GENERAL

- 2.1 This Deed shall be deemed to be an integral part of the Deed of Indemnity. Except to the extent expressly amended and/or supplemented by the provisions of this Deed, the terms and conditions of the Deed of Indemnity shall continue in full force and effect in all other respects. Nothing in this Deed shall vary any liability or obligation of any Party under the Deed of Indemnity other than to the extent specified herein.
- 2.2 In the event of any conflict or inconsistency between any of the terms of this Deed with any of the terms of the Deed of Indemnity, the terms of this Deed shall prevail and the Deed of Indemnity as amended or supplemented by this Deed, shall be deemed to have been amended to the extent necessary to give effect to the terms of this Deed.
- 2.3 Clause 6 of the Deed of Indemnity shall apply to this Deed *mutatis mutandis*.

RGI

SIGNED, SEALED AND DELIVERED as a deed
for and on behalf of
RADIANT [REDACTED] INTERNATIONAL LIMITED
GRAND

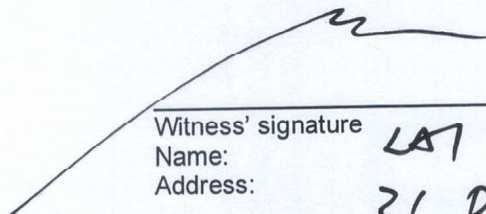
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Director

in the presence of:

Witness' signature
Name:
Address:


LAT SENG KWON
31 DUNEAKEN CLOIE
SINGAPORE 291592



MCC

SIGNED, SEALED AND DELIVERED as a deed
By MA CHIN CHEW

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Director

in the presence of:

Witness' signature

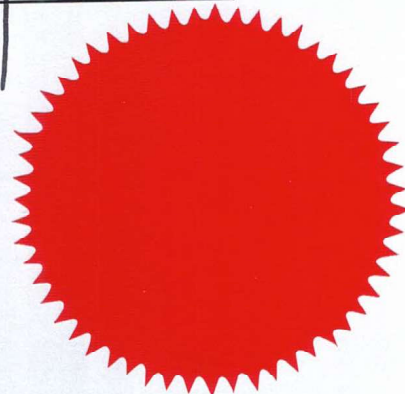
Name:

Address:


LAM XENG KWON

31 DUNEARN CLOSE

SINGAPORE 299582



BTG

SIGNED, SEALED AND DELIVERED as a deed
for and on behalf of
BETAGRO PUBLIC COMPANY LIMITED

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) 

Director

in the presence of:

Nattanut

Witness' signature
Name: Nattanut kongarttakarn
Address: 56/233 Sukhumvit 42
Phra Kanong, Khlong Toei, Bangkok
10110 Thailand